SHARE PURCHASE AGREEMENT

THIS SHARE PURCHASE AGREEMENT (the "**Agreement**") is entered into and effective as of 13th February, 2025 (the "**Effective Date**"), by and between **Michael Gatt**, an individual bearing a Maltese passport no. 1361093, residing at 33 Coryphena St., Fl 1, Sqaq Lourdes, Swieqi, Malta (the "**Seller**") and **Eliyahu Hassett**, an individual bearing an UK passport no. 124947387, residing at 27 Town Range, GX11 1AA Gibraltar (the "**Purchaser**"). Each of the Seller and the Purchaser may be referred to hereinafter as a "**Party**", and collectively, as the "**Parties**".

RECITALS:

WHEREAS, the Seller is the sole and exclusive owner of five thousand (5,000) ordinary shares of nominal value €1 each of Spinola Ventures B.V., a company incorporated under the laws of Curacao under registration number 167425, with its registered office at Kaya Richard J. Beaujon z/n, Landhuis Joonchi II, Curacao (the "**Company**"), representing 100% of issued and outstanding share capital of Company on a Fully Diluted Basis (the "**Shares**"). For the purposes of this Agreement, "**Fully Diluted Basis**" means all issued and outstanding shares of a company and the conversion and exercise in full of: (a) all convertible loans, options, warrants, notes, and securities, whether allocated or not, which have been granted or promised pursuant to any agreement or commitment (written, oral or otherwise) to acquire or receive securities of a company, whether or not vested; and (b) the reservation of any employees' stock option plans, whether allocated or not, if applicable;

WHEREAS, the Seller wish to sell the Shares to the Purchaser, and the Purchaser wish to purchase the Shares from the Seller, upon the terms and subject to the conditions set forth in this Agreement; and

WHEREAS, the Parties are interested in recording their understandings and the details of their contractual relationship in writing.

NOW, THEREFORE, the Parties, in consideration of the mutual covenants and agreements herein contained and intending to be legally bound, hereby covenant and agree as follows:

1. *Preamble and Interpretation*

   1.1. The preamble to this Agreement, its recitals and the Exhibits attached to this Agreement, shall constitute an integral part hereof.

   1.2. The headings and captions in this Agreement are for reference only and shall not be used in the construction or interpretation of this Agreement.

2. *Sale of the Shares; Consideration*

   2.1. Subject to the terms of this Agreement, the Seller agrees to sell, and the Purchaser agree to purchase, the Shares, on a Fully Diluted Basis, free and clear of any liens, encumbrances, duties, levies and third-party rights of any kind whatsoever (the "**Sale**"), in consideration to an aggregate purchase price of thirty-five thousand Euro (€35,000) (the "**Consideration**").

   2.2. The consideration constitutes and represents the reimbursement value of the total amount of fees and expenses paid by the Seller in relation to the Company and the License, in addition to the nominal value of the Shares paid by the Seller.

   2.3. The Consideration shall constitute the full and final consideration to be paid to the Seller in connection with the Shares and all of Purchaser's undertakings herein, and subject to the receipt of the Consideration in full by the Purchaser, the Seller waives any claim against the Purchaser in connection with the Sale and/or the Consideration.

3. *License*

3.1. The Seller declares that as of the Effective Date, the Seller and the Company has initiated the process of obtaining an online gaming license from the Curaçao Gaming Control Board (respectively, "**GCB**" and the "**License**"), and it currently meets the GCB's requirements for obtaining the License.

3.2. The Parties acknowledge that any changes in ultimate beneficial ownership of licensed gaming companies of the GCB are subject to the GCB's prior conduct of due diligence and KYC procedures, validation and approval of the licensed company's new ultimate beneficial owner (the "**GCB Approval**"). Accordingly, as an enduring obligation of the Seller, Seller hereby covenants towards Purchaser that Seller shall, and shall cause the Company to, execute all documents, obtain all required approvals and make all the necessary filings requested by the GCB for the purpose of obtaining the GCB Approval and effectuating the Sale.

4. *Conditions Precedent to Closing*

4.1. The Parties acknowledge and agree that the Purchaser intends to purchase a GCB-licensed company. However, as of the Effective Date, the Company has yet to obtain the License. The Seller has assured the Purchaser of his ability to secure and obtain the License within a specified timeframe. Therefore, the Parties hereby agree that the transactions contemplated in this Agreement shall apply and become effective only to the extent that the Seller has successfully obtained the License.

4.2. If the License was obtained by the Seller, the completion of the Sale,
against payment of the Consideration, is subject to the fulfillment at or before the Closing Date (as defined below), of the following conditions precedent ("**Closing Conditions**"), and the Purchaser shall not be obligated to consummate the closing of the transactions contemplated hereby (the "**Closing**") if any one or more of the Closing Conditions shall have not been fulfilled. Any one or more of the Closing Conditions set forth hereunder, may be waived in writing, in whole or in part, by the Purchaser, which waiver shall be at the sole discretion of the Purchaser:

4.2.1 The License has remained active, valid and operational as of the Closing Date.

4.2.2 The representations and warranties made by the Seller in Section 6.2 shall have been true and correct when made and shall be true and correct in all material respects at the Closing Date.

4.2.3 The Seller and Company shall have performed and complied with all covenants, agreements, obligations and conditions contained in this Agreement that are required to be performed or complied with by it on or before the Closing Date.

4.2.4 Without derogating from the obligations of the Sellers set forth in Section 3.1 hereinabove, the Company shall have secured all permits, consents and authorizations that shall be necessary or required to consummate this Agreement and to transfer the Shares to the Purchaser at the Closing Date.

4.2.5 No Material Adverse Effect shall have occurred on or prior to the Closing. For the purpose of this Agreement, the term "**Material Adverse Effect**" means a material adverse effect on the business (other than as made in the ordinary course of business of the Company), as now conducted or as proposed to be conducted, the assets, financial condition, liabilities or operations of the Company.

4.3. On the terms and subject to the conditions set forth in this Agreement, each of the Parties hereto shall use commercially reasonable efforts, and shall cooperate with each other Party hereto, to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, appropriate or desirable to consummate and make effective, in the most expeditious manner practicable, the transactions contemplated by this Agreement, including the satisfaction of the Closing Conditions set forth in this Section 4.

5. *Closing*

5.1. Provided that the Closing Conditions are met, the transactions contemplated hereby shall take place at a Closing (the "**Closing**") to be held not later than seven (7) days after the date on which the last of the Closing Conditions is fulfilled, at which the following transactions shall occur simultaneously (the date in which the Closing shall occur, shall be referred to as the "**Closing Date**"):

5.1.1 Seller shall deliver to the Purchaser the following documents:

(a) execute, and cause the Company to execute the acknowledgement thereof, and deliver, to the Purchaser an instrument of transfer for the Shares, in the form attached hereto as Exhibit A ("**Share Transfer Deed**");

(b) a letter denoting his resignation from the Company's board of directors in the form attached hereto as Exhibit B;

(c) a resolution of the Board of Directors of the Seller approving the transfer of the Shares from Seller to the Purchaser;

(d) a copy of the register of shareholders of the Company showing the Purchaser as the record holder of the Shares.

(e) a copy of the GCB Approval (or a similar document evidencing the change of UBO).

(f) a document evidencing that the License is active, valid and operational as of the Closing Date;

(g) a copy of the Company's establishment license.

5.1.2 Purchaser shall:

(a) deliver to the Seller the Share Transfer Deed, duly executed by the Purchaser;

(b) the Purchaser shall wire transfer the Consideration to the Sellers' bank account, details of which shall be provided by the Seller to the Purchaser prior to the Closing Date.

5.2. The Parties hereby declare that at the Closing Date, all rights in relation to the Shares shall belong solely and exclusively to the Purchaser and the Seller hereby waves any and all claims regarding any rights in relation to the Shares.

5.3. Without derogating from the abovementioned, the Seller shall sign, upon the Purchaser's written request, any document or authorization required in order to effectuate the Sale or any part thereof.

6. *Representations and Warranties*

6.1. Each Party hereby represents and warrants to the other Party, solely in respect of itself, that:

6.1.1 It has all requisite corporate power and authority to execute, deliver, and perform its obligations under this Agreement;

6.1.2 The entering into this Agreement has been duly authorized by all requisite actions; and

6.1.3 The entering into this Agreement, or the performance thereof, does not constitute nor will it result in a default or violation by such party of any law or regulation applicable thereto.

6.2. The Seller hereby represents and warrants to the Purchaser as follows:

6.2.1 The Company is private company duly organized and validly existing and (to the extent applicable) in good standing under the laws of Curacao, has all requisite corporate power and authority to own and operate its business activities.

6.2.2 Seller has made available to Purchaser true and complete copies of the Company's, if applicable, articles of incorporation, certificate of incorporation, charter, by-laws, articles of formation, certificate of formation, regulations, operating agreement, certificate of limited partnership, partnership agreement, annual accounts, tax filings and all other similar documents, instruments or certificates executed, adopted or filed in connection with the creation, formation, organization or existence of the Company, including any amendments thereto.

6.2.3 All corporate actions on the part of the Company, its officers, directors and shareholders necessary for the authorization, execution and delivery of this Agreement and its exhibits, the performance of all obligations of the Company hereunder and thereunder, and the authorization, issuance, sale, and delivery of the Shares being sold hereunder, have been or will be taken prior to the Effective Date; and this Agreement and all exhibits hereto have been executed and delivered by the Company's duly authorized representative(s) and constitute valid and legally binding obligations of the Company, enforceable in accordance with their respective terms.

6.2.4 The authorized and registered share capital of the Company is 5,000 ordinary shares, each having a nominal value of €1. Except for the Shares owned by the Seller, there are no other share capital, convertible securities, outstanding warrants, options, or other rights to subscribe for, purchase or acquire share capital from the Company, and there are no contracts, binding commitments or undertakings of any kind providing for the issuance of, or the granting of rights to acquire, any share capital of the Company, or under which the Company is, or may become obligated to issue any of its securities.

6.2.5 The Shares to be sold and transferred to the Purchaser, when sold and delivered in accordance with the terms of this Agreement, will be duly authorized, validly issued, fully paid and non-assessable, and will have the rights, preferences, privileges and restrictions described in the Company's articles of association and applicable law, and will be free of all, liens, charges, encumbrances, or other third-party rights created by the Company and of any restrictions and under applicable securities laws. The Shares, upon their transfer, will not be subject to any preemptive rights or rights of first refusal, or such rights have been waived.

6.2.6 Other than the approvals expressly specified under Section 4 hereinabove, no approval, consent or other authorization is required for the consummation of the transactions contemplated under this Agreement by the Company, nor shall it require any notice of or other action by any Person under, conflict with, result in a violation or breach of, constitute a default or an event that, with or without notice or lapse of time, would constitute a default under, or cause or give rise to any right of termination, cancellation or right of recapture under, or result in the acceleration or loss of a benefit under any Contract, and/or cause the suspension or revocation or loss of a benefit under the License or the IP Agreement. For the purposes hereof, "**Person**" means any individual, corporation, partnership, limited liability company, association, trust or other entity or organization (whether or not a legal entity and whether foreign or domestic), including without limitation any governmental authority, and including, for the avoidance of doubt the GCB.

6.2.7 The Company: (i) does not own any real property; (ii) is not a party to any leases, subleases or other occupancies, as tenant for real property; and (iii) has no current or former employees and there is no obligation or liability incurred by the Company to any of its current or former officers, directors, shareholders or employees.

6.2.8 The Company has no indebtedness, commitments, obligations and other liabilities, whether absolute, accrued, matured or unmatured, liquidated or unliquidated, contingent (or based upon any contingency), known or unknown, determined, determinable, fixed or otherwise, whenever or however arising, or whether due or to become due, including any fines, penalties, losses, costs, interest, charges, expenses, damages, assessments, deficiencies, judgments, awards or settlements.

6.2.9 The Company has been operated only in Curacao, in compliance with, and has not violated any applicable laws and regulations and standards, including, for the avoidance of doubt, any applicable law governing or relating to the conduct of gaming or gambling and related activities or the ownership, operation, management or development of any gaming or gambling operations, including the rules, regulations, and orders of the GCB or other applicable governmental authorities.

6.2.10 No proceeding or resolution for bankruptcy, dissolution, liquidation, winding-up, scheme of arrangement with creditors, appointment of receiver and/or similar proceeding has been instituted or taken by the Company, and to the best of its knowledge, no such proceeding has been instituted or threatened against the Company.

6.2.11 There is no action, suit or proceeding, arbitration, mediation, complaint, claim, charge or investigation before or by any government, governmental instrumentality or court, arbitrator, mediator or governmental body, domestic or foreign, pending or threatened against the Company or against any founder, consultant, officer, director or employee of the Company arising out of his or her founding, consulting, employment or board relationship with the Company.

6.2.12 The Company has accurately and timely prepared its annual accounts and timely filed all tax returns or tax reports in all relevant jurisdictions. The Company has not made any elections under applicable laws or regulations that would have a Material Adverse Effect on the Company, or the business, condition, operations, or assets of the Company. The Company has withheld or collected the amount of all applicable taxes if and when it was required to do so and has paid such taxes to the proper tax authorities, receiving officers or authorized depositories. The Company is not currently liable for any tax (whether income tax, capital gains tax, or otherwise). None of the income tax returns of the Company has ever been audited by governmental authorities, no deficiency assessment or proposed adjustment of income or payroll taxes of the Company is pending, and there are no proposed liability for any tax to be imposed.

6.2.13 As of the Closing Date, the Company does not have any active bank accounts nor does it have any debts, and/or commitments and/or liabilities of any kind whatsoever towards any bank or other financial institution.[1]

7. *Indemnification*

7.1. Each representation and warranty in Section 6.2 hereof is deemed to be made on the Effective Date and at the Closing Date and shall survive and remain in full force and effect for a period of 36 months following the date of the Closing Date, other than representations and warranties set forth in Sections 6.2.1 - 6.2.5 that shall survive and remain in full force and effect until the end of the applicable statute of limitation. The aforesaid limitations shall not apply in the event of fraud or willful misrepresentation of the Seller.

7.2. In the event of any claim brought by the Purchaser(s) for breach or misrepresentation of any covenant, warranty or representation made by the Seller, the Seller shall indemnify the Purchaser and hold it harmless from any and all losses, damages, costs, obligations, liabilities, settlement payments, awards, judgments, taxes, fines, penalties, deficiencies or other charges (including, without limitation, any such losses, damages, costs, obligations, liabilities, settlement payments, awards, judgments, taxes, fines, penalties, deficiencies or other charges resulting from, associated with or comprised of loss of profits, loss of use or revenue and diminution in value such as a decrease in the value of the Shares) (collectively, "**Loss**"), sustained or incurred by Purchaser as a result of or in connection with:

7.2.1 the inaccuracy or breach of any representation, warranty, agreement or covenant of the Seller hereunder;

7.2.2 any occurrence or circumstances related to or arising out of matters relating to the Company in the period before the Closing Date;

7.2.3 Any claim brought by any third party in respect of any facts, circumstances, actions or omissions that occurred or existed before the Closing Date, even if such facts, circumstances, actions or omissions are discovered, or produce their effects, thereafter;

7.2.4 the legality of Company's licensing procedure for its lawful operations due to or arising out of matters relating to Company's operations prior to the Closing Date;

7.2.5 Any tax liability imposed on the Company by any tax authority in respect of any facts, circumstances or omissions that occurred or existed up before the Closing Date, even if such facts, circumstances or omissions are discovered, or produce their effects, thereafter, or otherwise arising out of matters relating to the period before the Closing Date.

8. *Confidentiality*

Except as required by applicable law or regulation or by a competent court or authority, the parties undertake to keep confidential and to not disclose the terms of the transactions contemplated herein between the Parties to any third party (except their respective affiliates, advisors, directors, officers, representatives, attorneys, accountants and sources of funding) nor make any public announcement or press release regarding these transactions without the prior written consent of the other parties.

9. *Miscellaneous*

9.1. Further Assurances. The Parties agree to execute any and all documents necessary in order to consummate, implement and give full force and effect to this Agreement, and to execute all matters, things and transactions envisaged and contemplated herein including, filings with governmental or regulatory bodies, corporate resolutions and such other documentation as may be reasonably necessary from time to time.

9.2. Successors and Assignees. Any Party hereto may not assign or transfer any rights or obligations hereunder without the prior written consent of the other Party, except for the Purchaser, which shall have the right to assign or transfer any and/or all of its rights and obligations hereunder to any of its Affiliates. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the Parties and their respective successors. For the purposes of this Agreement, "**Affiliates**" means, with respect to any person or entity, another person or entity directly or indirectly Controlling, Controlled by, or under common Control with that person or entity. "**Control**" shall mean with respect to any entity, (i) the holding of a majority of the voting power in a corporation or of the right to appoint a majority of the directors or members of a similar body having a similar function in a corporation, and (ii) the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities, by contract or otherwise, including without limitation the ownership of the majority of the voting stock of any such entity. The term "Controlling" and "Controlled" shall have a correlative meaning.

9.3. Entire Agreement. This Agreement (together with the preamble, recitals and exhibits attached hereto) contains the entire understanding of the Parties with respect to its subject matters and all prior negotiations, discussions, agreements, commitments and understandings between the Parties with respect thereto not expressly contained herein shall be null and void in their entirety, effective immediately with no further action required.

9.4. Amendments and Waivers. The failure of any Party at any time or times to require performance of any provision hereof or to enforce any right with respect thereto, shall in no manner affect the right of such Party at a later time to enforce the same and shall in no way be construed to be a waiver of such provision or right. The observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of the Party against whom enforcement of any such amendment or waiver is sought. This Agreement may be amended or modified only by a written document signed by the Parties.

9.5. Severability. If one or more provisions of this Agreement is held to be unenforceable under applicable law, such provision shall be excluded from this Agreement, and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms, provided, however, that in such event this Agreement shall be interpreted so as to give effect, to the greatest extent consistent with and permitted by applicable law, to the meaning and intention of the excluded provision as determined by such court of competent jurisdiction.

9.6. Taxes and Expenses. Each party shall bear the costs and expenses incurred by it in connection with the due diligence review, preparation, negotiation and execution of this Agreement (and the performance of their respective obligations hereunder and thereunder).

9.7. Governing Law and Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the laws of England & Wales without regard to conflict of law principles thereof.

Any dispute, controversy or claim arising out of or in connection with this Agreement shall be finally resolved in accordance with the rules of the London Court of International Arbitration (the "**LCIA**") which rules are deemed to be incorporated by reference into this Section 21. The number of arbitrators shall be one, to be appointed by the Parties or, failing agreement by the Parties within fourteen (14) days of service of written notice by either Party requesting agreement to the appointment of an arbitrator, by the president or a vice president of the LCIA. The seat of the arbitration shall be London, England. The language of the arbitration shall be English. All procedural and evidential matters shall be as agreed between the Parties or, in default of agreement, as determined by the tribunal and shall be conducted in accordance with the laws of England & Wales. Subject to applicable law, the Parties shall have the right to seek interim relief from any court of competent jurisdiction (unless specifically agreed herein otherwise, in which case no interim relief shall be available, whether through a competent jurisdiction or through arbitration), at any time before and after the arbitrators have been appointed, up until the arbitrators have made their final award, and no permission from the arbitrator shall be required.

9.8. Notices. All notices or other communications hereunder shall be in writing and shall be given in person, by registered mail, by an overnight courier service which obtains a receipt to evidence delivery, or by facsimile or electronic mail transmission (*provided* that written confirmation of transmission is obtained), addressed as set forth below:

If to the Seller:	Address: 33 Coryphena St., Fl 1, Sqaq Lourdes, Swieqi, Malta Attention: Michael Gatt E- Mail: michael@michgatt.com
If to the Purchaser:	Address: 27 Town Range, GX11 1AA, Gibraltar Attention: Eliyahu Hasset E- Mail: eli@hassett.biz

or such other address as any Party may designate to the others in accordance with the aforesaid procedure. All communications delivered in person or by courier service shall be deemed to have been given upon delivery, those given by facsimile or electronic mail transmission shall be deemed given on the business day following confirmation of transmission, and all notices and other communications sent by registered mail (or air mail if the posting is international) shall be deemed given seven (7) Business Days after posting.

9.9. Counterparts, Facsimile or Scanned Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. A signed Agreement received by a Party hereto via facsimile or electronic mail will be deemed an original, and binding upon the Party who signed it.

[Signature Page Follows]

[Signature Page to the Share Purchase Agreement]

IN WITNESS WHEREOF, this Agreement has been duly executed on the date herein above set forth on the day and year first above written.

THE SELLER	THE PURCHASER
Michael Gatt	Eliyahu Hasset

Exhibit A

Share Transfer Deed

I, the undersigned, Michael Gatt (the "**Transferor**"), do hereby irrevocably transfer to Eliyahu Hassett (the "**Transferee**"), 5,000 ordinary shares of nominal value €1 each of Spinola Ventures B.V. (the "**Company**"), a company incorporated under the laws of Curacao under registration number 167425, with its registered office at Kaya Richard J. Beaujon z/n, Landhuis Joonchi II, Curacao (the "**Shares**"), to be held by the Transferee, the executors and administrators of his estate, his custodian and his legal personal representative, under the same conditions under which I myself held them immediately prior to signing this instrument of transfer.

The Transferee does hereby agree to take the said Shares subject to the aforesaid terms and conditions, while the Company does hereby acknowledge the Shares transfer.

IN WITNESS WHEREOF, the Transferor, the Transferee and the Company have signed this Share Transfer Deed, on the ___ day of ___________, 2025.

Transferor:	Transferee:
___________________________	___________________________
Michael Gatt	Eliyahu Hassett

The Company (for acknowledgement):

____

Spinola Ventures B.V.

Exhibit B

Letter of Resignation

____________ , 2025

To:

Spinola Ventures B.V. (the "**Company**")

Dear Sir/Madam,

Re: Resignation Letter

I the undersigned, Michael Gatt, hereby tender my resignation as managing director of Spinola Ventures B.V., a company incorporated under the laws of Curacao under registration number 167425, with its registered office at Kaya Richard J. Beaujon z/n, Landhuis Joonchi II, Curacao. I acknowledge and confirm that I have no claims whatsoever against the Company.

Sincerely,

____

Michael Gatt