

This **Asset Purchase and Licence Agreement** is dated 1 January 2025

PARTIES

- (1) **STech European Entertainment Limited** a company incorporated in Malta with company number C 74527 whose registered address is Level 3, Tower Business Centre, Tower Street, Swatar, Birkirkra, BKR4013, Malta (**STech**).
- (2) **Luminect Limited B.V.** a company incorporated in Curacao with company number 165187 of Kata Richard J. Beaujon z/n, Willemstad, Curacao (**Luminect**).

BACKGROUND

STech has agreed to sell and transfer the Assets on the terms set out in this Agreement and Luminect has agreed to purchase the Assets on these terms.

AND

STech has agreed to grant the Licence to Luminect on the terms of this Agreement and Luminect has agreed to the Licence on these terms.

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause 1 apply in this Agreement.

Agreement: means this agreement and includes its schedules

Assets: the assets belonging to STech that are being sold pursuant to this Agreement as set out in Schedule 1 of this Agreement.

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in Malta are open for business.

Completion: completion of the sale and purchase of the Assets in accordance with this Agreement.

Completion Date: 13 January 2025

Licence: a non-exclusive licence to use the "Space Casino" brand owned by currently used by STech on its website at URL www.spacecasino.com for the operation of an online casino and betting website, including without limitation the wording, logo, colour scheme, look and feel and similar, and the current branding is shown in Schedule 2; plus a licence to use any future versions of the Space Casino brand developed and approved by STech from time to time.

Purchase Price: has the meaning given in clause 3.

Warranties: the warranties set out in clause 7 and Schedule 3.

- 1.2 Clause, schedule and paragraph headings do not affect the interpretation of this Agreement.



- 1.3 A reference to a clause or a schedule is a reference to a clause of, or schedule to, this Agreement. A reference to a paragraph is to a paragraph of the relevant schedule, and a reference to an appendix is to the relevant appendix to this agreement.
- 1.4 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.
- 1.5 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

2. AGREEMENT TO SELL AND PURCHASE

STech hereby agrees to sell the Assets to Luminect with effect from the Completion Date, and STech agrees to take all necessary steps to give legal effect to the transfer.

3. PURCHASE PRICE FOR THE ASSETS

In consideration for the purchase of the Assets, Luminect shall pay STech the sum of 1,000 EURO, payable at Completion by bank transfer subject to receipt of a valid invoice.

4. COMPLETION

- 4.1 At Completion Luminect shall pay the Purchase Price.
- 4.2 At Completion STech shall deliver proof of transfer of the ownership of the Assets to Luminect.

5. LICENCE OF BRAND

- 5.1 STech hereby agrees to provide Luminect with the Licence.
- 5.2 Luminect agrees that it shall not use any imagery, logo and similar branding for "Space Casino" other than that which it has received pursuant to the Licence.

6. PAYMENT FOR THE GRANT OF THE LICENCE

- 6.1 In consideration for the ongoing grant of the Licence, Luminect shall pay STech the sum of 1,000 EURO on the anniversary date of the Completion Date each year during the term of this Agreement.



7. WARRANTIES

- 7.1 Luminect enters into this Agreement on the basis of the Warranties.
- 7.2 STech warrants to Luminect that each Warranty is true, accurate and not misleading unless disclosed otherwise.
- 7.3 Without prejudice to the right of Luminect to claim on any other basis or take advantage of any other remedies available to it, if any Warranty is breached or proves to be untrue or misleading, STech undertakes to pay to Luminect on demand:
- (a) the amount necessary to put Luminect into the position it would have been in if the Warranty had not been breached and had been true and not misleading; and
 - (b) all costs and expenses (including, in particular, damages, legal and other professional fees and consequential losses) incurred by Luminect (whether directly or indirectly) as a result of the breach or of the Warranty not being true or being misleading
- 7.4 Each of the Warranties is separate and, unless expressly provided to the contrary, is not limited by reference to any other Warranty or anything in this Agreement.

8. CONFIDENTIALITY

- 8.1 STech undertakes to Luminect to keep confidential all the information that it has acquired about Luminect to use such information only for the purposes contemplated by this Agreement.
- 8.2 Luminect undertakes to STech to keep confidential the terms of this Agreement and all information that it has acquired about STech and to use the information only for the purposes contemplated by this Agreement.
- 8.3 Either Party may disclose any information that it is otherwise required to keep confidential under this clause 8:
- (a) to such professional advisers, consultants and employees as are reasonably necessary to advise on this Agreement, or to facilitate the Transaction, provided that the disclosing Party procures that the people to whom the information is disclosed keep it confidential as if they were that Party; or
 - (b) with the written consent of the other Party; or
 - (c) to the extent that the disclosure is required:
 - (i) by law; or
 - (ii) by a regulatory body, tax authority or securities exchange,

but shall use reasonable endeavours to consult the other Party and to take into account any reasonable requests it may have in relation to the disclosure before making it.



9. FURTHER ASSURANCE

STech shall (at its own expense) promptly execute and deliver all such documents, and do all such things, as Luminect may from time to time reasonably require for the purpose of giving full effect to the provisions of this Agreement.

10. ASSIGNMENT

No Party shall be entitled to assign the benefit or burden of any provision of this Agreement without the consent of the other Party such consent not to be unreasonably withheld or denied.

11. WHOLE AGREEMENT

11.1 This Agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

11.2 Nothing in this clause 11 operates to limit or exclude any liability for fraud.

12. VARIATION AND WAIVER

12.1 A variation of this Agreement shall be in writing and signed by or on behalf of each Party.

12.2 Any waiver of any right under this Agreement is only effective if it is in writing and signed by the waiving or consenting Party and it applies only in the circumstances for which it is given and shall not prevent the Party who has given the waiver or consent from subsequently relying on the provision it has waived.

12.3 No failure to exercise or delay in exercising any right or remedy provided under this Agreement or by law constitutes a waiver of such right or remedy or shall prevent any future exercise in whole or in part thereof.

12.4 No single or partial exercise of any right or remedy under this Agreement shall preclude or restrict the further exercise of any such right or remedy.

12.5 Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.

13. COSTS

Unless otherwise provided, all costs in connection with the negotiation, preparation, execution and performance of this Agreement, and any documents referred to in it, will be borne by the Party that incurs them.



14. NOTICES

Any notice given in connection with this Agreement:

- must be in writing;
- may be given to any Party to this Agreement at its registered office (or such other address as it may notify to the other Parties to this Agreement for such purpose); and
- will be effectively served:
 - (a) on the day of receipt, where any hand delivered letter is received on a Business Day before or during working hours;
 - (b) on the following Business Day where any hand delivered letter is received either on any Business Day after normal working hours or on any day which is not a Business Day; or
 - (c) on the third Business Day following the date of posting, upon dispatch by first class (or equivalent) mail postage prepaid.

15. SEVERANCE

- 15.1 If any provision of this Agreement (or part of any provision) is found by any court or other body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.
- 15.2 If any invalid, unenforceable or illegal provision would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

16. AGREEMENT SURVIVES COMPLETION

This Agreement (other than obligations that have already been fully performed) remains in full force after Completion.

17. THIRD PARTY RIGHTS

This Agreement and the documents referred to in it are made for the benefit of the parties to them and their successors and permitted assigns, and are not intended to benefit, or be enforceable by, anyone else.

18. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which is an original and which together have the same effect as if each Party had signed the same document.



19. GOVERNING LAW AND JURISDICTION

- 19.1 This Agreement and any dispute or claim arising out of, or in connection with it, or its subject matter or formation (including non-contractual disputes or claims) will be governed by and construed in accordance with the laws of Malta.
- 19.2 The parties irrevocably agree that the courts of Malta shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).



Schedule 1 – The Assets

The Assets included in the sale pursuant to this Agreement and their respective values, and the steps to be taken to transfer ownership are as follows:

Asset	Value (EURO)
The domain having URL www.spacecasino.com	1,000

Schedule 2 – The Space Casino Brand

The “Space Casino” brand including for an illustrative example the following image:



A handwritten signature in blue ink, consisting of a stylized, cursive script.

Schedule 3 - Warranties

1. CAPACITY OF STECH

STech has all requisite power and authority, and has taken all necessary corporate action, to enable it to enter into and perform this Agreement and all agreements and documents entered into, or to be entered into, pursuant to the terms of this Agreement.

2. TITLE TO THE ASSETS

- 2.1 STEch has good and marketable title to each Asset, and each Asset is legally and beneficially owned by STEch.



IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth above.

DocuSigned by:

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EDWARD MACKRILL
CEO
STECH EUROPEAN ENTERTAINMENT LIMITED



GOULLOUD HAMMOUD
MANAGING DIRECTOR A F/OBO LUMINECT LIMITED B.V.
LUMINECT LIMITED B.V.

DocuSigned by:

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ANNA HOPSTEIN
MANAGING DIRECTOR B F/OBO LUMINECT LIMITED B.V.
LUMINECT LIMITED B.V.