UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

Amendment No. 1
FORM 10-K/A

(Mark One)
☒ ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended December 31, 2025

OR

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from ___________________ to ___________________

Commission File Number 001-38508

SPORTS ENTERTAINMENT GAMING GLOBAL CORPORATION
(Exact name of registrant as specified in its Charter)

Delaware	**81-1996183**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**
5049 Edwards Ranch Road, 4th Floor, Fort Worth, TX	**76109**
(Address of principal executive offices)	**(Zip Code)**

Registrant's telephone number, including area code: (737) 587-3391

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common stock, par value $0.001 per share	SEGG	The Nasdaq Stock Market LLC
Warrants to purchase one share of common stock, each at an exercise price of $2,300.00	LTRYW	The Nasdaq Stock Market LLC

Securities registered pursuant to Section 12(g) of the Act: **None**

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. YES ☐ NO ☒

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Act. YES ☐ NO ☒

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. YES ☐ NO ☒

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). YES ☒ NO ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☐	Accelerated filer	☐
Non-accelerated filer	☒	Smaller reporting company	☒
Emerging growth company	☒		

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). YES ☐ NO ☒

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements. ☐

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b). ☐

The aggregate market value of the voting and non-voting stock held by non-affiliates of the registrant as of December 31, 2025, the last business day of the registrant's most recently completed fourth fiscal quarter, was approximately $5.2 million, calculated by using the closing price of the registrant's common stock on such date on The Nasdaq Stock Market LLC of $0.73.

As of July 7 2026, there were 22,816,406 shares of the registrant's common stock, par value $0.001 per share, outstanding.

EXPLAINITORY NOTE

This Amendment No. 1 on Form 10-K/A (this "Amendment") amends the Annual Report on Form 10-K of Sports Entertainment Gaming Global Corporation (the "Company") for the fiscal year ended December 31, 2025, originally filed with the Securities and Exchange Commission on July 10, 2026 (the "Original Filing"). This Amendment is being filed solely to amend and restate Item 15 of Part IV of the Original Filing to include, by incorporation by reference, a copy of the Company's Executive Clawback Policy adopted in compliance with Section 10D of the Securities Exchange Act of 1934, as amended, and the applicable listing standards.

No other changes have been made to the Original Filing. This Amendment does not reflect events occurring after the filing of the Original Filing, and no attempt has been made in this Amendment to modify or update other disclosures as presented in the Original Filing, except as required to reflect the amendment described above. Accordingly, this Amendment should be read in conjunction with the Original Filing and the Company's other filings with the SEC.

PART IV

Item 15. Exhibits, Financial Statement Schedules.

(2) Exhibits

The exhibits listed below are filed as part of this Report or incorporated herein by reference to the location indicated.

Exhibit Number	Description
2.1†	Business Combination Agreement, dated as of February 21, 2021, by and among Trident Acquisitions Corp., Trident Merger Sub II Corp., and AutoLotto, Inc. (incorporated by reference to Exhibit 2.1 of Form 8-K, on February 23, 2021).
3.1**	Amended and Restated Certificate of Incorporation of Lottery.com Inc. (incorporated by reference to Exhibit 3.1 of Form 8-K filed on January 30, 2026).
3.2**	Amended and Restated Bylaws of Lottery.com Inc. (incorporated by reference to Exhibit 3.2 of Form 8-K filed on November 4, 2021).
4.1**	Warrant Agreement, dated as of May 29, 2018, between TDAC and Continental Stock Transfer & Trust Company, as warrant agent (incorporated by reference to Exhibit 4.1 of Form 8-K filed on June 4, 2018).
4.2**	Description of Capital Stock (incorporated by reference to Exhibit 4.2 of Form 10-K filed on April 1, 2022).
10.1**	Letter Agreement among Trident Acquisitions Corp., Trident Acquisitions Corp.'s officers, directors and stockholders (incorporated by reference to Exhibit 10.2 to Amendment No. 2 to the Registration Statement on Form S-1/A (File No. 333-223655) filed on May 21, 2018).
10.2**	Stock Escrow Agreement between Trident Acquisitions Corp., Continental Stock Transfer & Trust Company and the initial stockholders of Trident Acquisitions Corp (incorporated by reference to Exhibit 10.3 on Form 8-K, filed on June 4, 2018).
10.5**	Investor Rights Agreement, dated as of October 29, 2021, by and among Lottery.com Inc., AutoLotto, Inc. and the security holders party thereto (incorporated by reference to Exhibit 10.12 on Form 8-K filed on November 4, 2021).
10.6**	Initial Stockholder Forfeiture Agreement, dated as of October 29, 2021, by and among Lottery.com Inc., AutoLotto, Inc. and the security holders party thereto (incorporated by reference to Exhibit 10.13 on Form 8-K filed on November 4, 2021).
10.14#	Form of Indemnification Agreement (incorporated by reference to Exhibit 10.6 on Form 8-K filed on November 4, 2021).
10.15#	AutoLotto, Inc. 2015 Stock Option/Stock Issuance Plan (incorporated by reference to Exhibit 10.8 on Form 8-K filed on November 4, 2021).
10.16#	Form of Restricted Stock Award Agreement under the AutoLotto, Inc. 2015 Stock Option/Stock Issuance Plan (incorporated by reference to Exhibit 10.9 on Form 8-K filed on November 4, 2021).
10.17#	Lottery.com 2021 Incentive Plan (incorporated by reference to Exhibit 10.7 on Form S-4 (Reg. No. 333- 257734), filed on October 5, 2021).
10.18#	Form of Option Award Agreement under the Lottery.com 2021 Incentive Plan (incorporated by reference to Exhibit 10.18 on Form 10-K filed on April 1, 2022).
10.19#	Form of Restricted Stock Award Agreement under the Lottery.com 2021 Incentive Plan (incorporated by reference to Exhibit 10.19 on Form 10-K filed on April 1, 2022).
10.20#	Form of Director Restricted Stock Award Agreement under the Lottery.com 2021 Incentive Plan (incorporated by reference to Exhibit 10.20 on Form 10-K filed on April 1, 2022).
10.21#	Resignation and Release Agreement, dated July 22, 2022, by and between Lottery.com and Lawrence Anthony DiMatteo III (incorporated by reference to Exhibit 10.1 on Form 8-K filed on July 22, 2022).
10.24**	Loan Agreement (Deed), dated December 7, 2022, between Lottery.com and Woodford Eurasia Assets Ltd, as lender (incorporated by reference to Exhibit 10.24 of Form 10-K/A filed on May 10, 2023).
10.25**	Loan Agreement Deed, Debenture Deed and Securitization, dated December 7, 2022, between Lottery.com and Woodford Eurasia Assets Ltd, as security holder (incorporated by reference to Exhibit 10.25 of Form 10-K/A filed on May 10. 2023)
10.26****	Amended and Restatement Loan Agreement and Deed, dated August 8, 2023, between Lottery.com and United Capital Investments London Limited as lender (incorporated by reference to Exhibit 10.3 of Form 10-Q filed on August 22, 2023)
10.27**	Amendment to Amended and Restated Loan Agreement, dated as of August 18, 2023, by and between Lottery.com Inc. and United Capital Investments London Limited. (incorporated by reference to Exhibit 10.1 of Form 8-K filed on August 24, 2023)
10.28**	Business Loan Agreement dated January 4, 2022, between AutoLotto, Inc. and The Provident Bank (incorporated by reference to Exhibit 10.1 on Form 10-Q filed on May 22, 2023).
10.29**	$30,000,000 Promissory Note dated January 4, 2022, between AutoLotto, Inc. and The Provident Bank (incorporated by reference to Exhibit 10.2 on Form 10-Q filed on May 22, 2023).
10.30**	Amendment and Restatement Agreement in respect of Loan Agreement (Deed) dated December 7, 2022, between Lottery.com and Woodford Eurasia Assets Ltd. (incorporated by reference to Exhibit 10.28 of Form 10-K filed on June 15, 2023)
10.31**	Share Purchase and Sale Agreement between Lottery.com and DotCom Ventures Inc. dated July 22, 2025 (incorporated by reference to Exhibit 10.40 of Form 10-Q filed on August 19, 2025)
10.32^	Asset Purchase Agreement between Lottery.com and Galaxy Racer Holdings Limited dated July 30, 2025
10.33^	Share Purchase Agreement between Lottery.com and Plusevo Ltd dated March 12, 2025
10.40**	Stock Purchase Agreement Between Lottery.com Inc. and Generating Alpha Ltd. dated November 16, 2024. (incorporated by reference to Exhibit 10.27 of Form 10-Q filed on November 20, 2025)
10.41**	Amended -Stock Purchase Agreement Between Lottery.com Inc. and Generating Alpha Ltd. dated as of June 16, 2025. (incorporated by reference to Exhibit 10.35 of Form 10-Q filed on November 20, 2025)
10.42**	Short-term Convertible Note Agreement Between Lottery.com Inc. and Generating Alpha Ltd. dated September 22, 2025. (incorporated by reference to Exhibit 10.40 of Form 10-Q filed on November 20, 2025)
10.43**	Common Stock Purchase Warrant Agreement Between Lottery.com Inc. and Generating Alpha Ltd. dated September 22, 2025. (incorporated by reference to Exhibit 10.41 of Form 10-Q filed on November 20, 2025)
10.44**	Registration Rights Agreement Between Lottery.com Inc. and Generating Alpha Ltd. dated September 22, 2025. (incorporated by reference to Exhibit 10.42 of Form 10-Q filed on November 20, 2025)
10.45**	Securities Purchase Agreement Between Lottery.com Inc. and Generating Alpha Ltd. dated September 22, 2025 (incorporated by reference to Exhibit 10.43 of Form 10-Q filed on November 20, 2025)
10.46**	Asset Purchase Agreement Between Lottery.com Inc. and Galaxy Racer Holdings Limited dated July 30, 2025 (incorporated by reference to Exhibit 10.6 of Form 10-Q filed on August 19, 2025)
10.50**	Nook Holdings Share Purchase Agreement (incorporated by reference to Exhibit 10.50 of Form 10-K/A filed on June 6, 2024)
10.51**	Amendment 1 to Nook Holdings Share Purchase Agreement (incorporated by reference to Exhibit 10.51 of Form 10-K/A filed on June 6, 2024)

10.52^	Amendment 2 to Nook Holdings Share Purchase Agreement
10.60**	Securities Purchase Agreement Between Lottery.com Inc. and Evergreen Capital Management, LLC (incorporated by reference to Exhibit 10.60 of Form 8-K filed on December 4, 2025)
10.61**	Senior Secured Promissory Note Between Lottery.com Inc. and Evergreen Capital Management, LLC (incorporated by reference to Exhibit 10.61 of Form 8-K filed on December 4, 2025)
10.62 **	Loan Agreement, dated as of July 26, 2023, by and between Lottery.com Inc. and United Capital Investments London Limited (incorporated by reference to Exhibit 10.2 of Form 8-K filed on August 1, 2023).
10.63**	Amendment and Restatement Agreement in respect of Loan Agreement (Deed), dated as of June 12, 2023, between Lottery.com and Woodford Eurasia Assets Ltd. (incorporated by reference to Exhibit 10.28 of Form 10-K filed on June 15, 2023).
10.64**	Amended and Restated Loan Agreement, dated as of August 8, 2023, by and between Lottery.com Inc. and United Capital Investments London Limited (incorporated by reference to Exhibit 10.3 of Form 10-Q filed on August 22, 2023).
10.65**	Amendment to Amended and Restated Loan Agreement, dated as of August 18, 2023, by and between Lottery.com Inc. and United Capital Investments London Limited (incorporated by reference to Exhibit 10.1 of Form 8-K filed on August 24, 2023).
10.66^	Termination Letter for Loan Agreement with United Capital Investments Limited dated January 20, 2026
10.67^	Termination Letter for Securities Purchase Agreement with Evergreen Capital Management, LLC dated January 26, 2026.
10.70**	Share Purchase Agreement by and between Sports Entertainment Gaming Global Corporation and Daniel Bailey for the Purchase of Veloce Esports Limited dated February 18, 2026 (incorporated by reference to Exhibit 10.70 on Form 8-K/A filed on May 5, 2026)
10.71**	Share Purchase Agreement by and between Sports Entertainment Gaming Global Corporation and Darryl Eales for the Purchase of Veloce Esports Limited dated February 18, 2026 (incorporated by reference to Exhibit 10.71 on Form 8-K/A filed on May 5, 2026)
10.72**	Share Purchase Agreement by and between Sports Entertainment Gaming Global Corporation and Andrew Webb for the Purchase of Veloce Esports Limited dated February 18, 2026 (incorporated by reference to Exhibit 10.72 on Form 8-K/A filed on May 5, 2026)
10.73**	Share Purchase Agreement by and between Sports Entertainment Gaming Global Corporation and James Maclaurin for the Purchase of Veloce Esports Limited dated February 18, 2026 (incorporated by reference to Exhibit 10.73 on Form 8-K/A filed on May 5, 2026)
10.74**	Share Purchase Agreement by and between Sports Entertainment Gaming Global Corporation and Jack Clarke for the Purchase of Veloce Esports Limited dated February 18, 2026 (incorporated by reference to Exhibit 10.74 on Form 8-K/A filed on May 5, 2026)
10.75**	Share Purchase Agreement by and between Sports Entertainment Gaming Global Corporation and MPA Creative Limited for the Purchase of Veloce Esports Limited dated February 18, 2026 (incorporated by reference to Exhibit 10.75 on Form 8-K/A filed on May 5, 2026)
10.76**	Share Purchase Agreement by and between Sports Entertainment Gaming Global Corporation and Crimson Swordblade Limited for the Purchase of Veloce Esports Limited dated February 18, 2026 (incorporated by reference to Exhibit 10.76 on Form 8-K/A filed on May 5, 2026)
10.80**	Placement Agency Agreement dated January 16, 2026, between Lottery.Com Inc. and Dawson James Securities Inc. (incorporated by reference to Exhibit 1.1 of Form 8-K filed on January 20, 2026).
10.81**	Securities Purchase Agreement dated January 16, 2026, between Lottery.Com Inc. and Dawson James Securities Inc. (incorporated by reference to Exhibit 10.1 of Form 8-K filed on January 20, 2026).
10.82**	Common Stock Equity Distribution Agreement, dated February 18, 2026, by and between Sports Entertainment Gaming Global Corporation and Dawson James Securities, Inc. (incorporated by reference to Exhibit 1.1 of Form 8-K filed on February 19, 2026).
10.83**	Placement Agency Agreement, dated March 16, 2026, by and between Sports Entertainment Gaming Global Corporation and Dawson James Securities, Inc. (incorporated by reference to Exhibit 1.1 of Form 8-K filed on March 18, 2026).
10.84**	Securities Purchase Agreement, dated March 16, 2026, by and between Sports Entertainment Gaming Global Corporation and the Purchasers. (incorporated by reference to Exhibit 10.1 of Form 8-K filed on March 18, 2026).
10.85**	Form of Convertible Promissory Note (incorporated by reference to Exhibit 10.2 of Form 8-K filed on March 18, 2026).
10.86**	Registration Rights Agreement, dated March 16, 2026, by and between Sports Entertainment Gaming Global Corporation and the Purchasers (incorporated by reference to Exhibit 10.3 of Form 8-K filed on March 18, 2026).
21.1^	List of Subsidiaries of Lottery.com Inc.
31.1*	Certification of Principal Executive Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2*	Certification of Principal Financial Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
32.1*	Certification of Principal Executive Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2*	Certification of Principal Financial Officer and Principal Accounting Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
97.1**	Executive Clawback Policy Effective December 1, 2023
101.INS*	Inline XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document
101.SCH*	Inline XBRL Taxonomy Extension Schema Document.
101.CAL*	Inline XBRL Taxonomy Extension Calculation Linkbase Document.
101.DEF*	Inline XBRL Taxonomy Extension Definition Linkbase Document.
101.LAB*	Inline XBRL Taxonomy Extension Label Linkbase Document.
101.PRE*	Inline XBRL Taxonomy Extension Presentation Linkbase Document.
104*	Inline XBRL for the cover page of this Amended Report on Form 10-K/A, included in the Exhibit 101 Inline XBRL Document Set.

* Filed herewith.

^ Furnished herewith.

** Incorporated by reference

† Certain schedules and exhibits have been omitted pursuant to Item 601(a)(5) of Regulation S-K. The registrant hereby undertakes to furnish copies of any of the omitted schedules and exhibits upon request by the U.S. Securities and Exchange Commission. any of the omitted schedules and exhibits upon request by the U.S. Securities and Exchange Commission.

\+ Certain portions of this exhibit have been omitted pursuant to Regulation S-K Item 601(b)(10)(iv). The Registrant agrees to furnish an unredacted copy of the exhibit to the SEC upon its request.

\# Indicates management contract or compensatory plan or arrangement.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended, the Registrant has duly caused this Report to be signed on its behalf by the undersigned, thereunto duly authorized.

Sports Entertainment Gaming Global Corporation.

Date: July 31, 2026

By: */s/ Robert J. Stubblefield*
Name: Robert J. Stubblefield
Title: Interim Chief Executive Officer
(Principal Executive Officer)

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, this Report has been signed below by the following persons on behalf of the Registrant in the capacities and on the dates indicated.

Name	Title	Date
/s/ Robert J. Stubblefield Robert J. Stubblefield	Interim Chief Executive Officer and Director (Principal Executive Officer)	July 31, 2026
/s/ Marc Bircham Marc Bircham	Chairman of the Board	July 31, 2026
/s/ Dan Bailey Dan Bailey	Director	July 31, 2026
/s/ Christopher Gooding Christopher Gooding	Director	July 31, 2026
Paul S. Jordan	Director	July 31, 2026
/s/ Tamer T. Hassan Tamer T. Hassan	Director	July 31, 2026
/s/ Warren Macal Warren Macal	Director	July 31, 2026

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement") is entered into as of **July 30, 2025** (the "Effective Date"), by and between **Lottery.com Inc.**, a Delaware corporation ("Buyer" or "SEGG"), and **Galaxy Racer Holdings Limited**, a BVI entity ("Seller"). Each of Buyer and Seller may be referred to hereinafter as a "Party" or, collectively, as the "Parties".

WHEREAS, Seller is the sole owner of the unencumbered assets listed on Schedule A (collectively, the "Assets"); and

WHEREAS, Seller desires to sell the Assets to Buyer, and Buyer desires to purchase the Assets from Seller, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, and certain other good and valuable consideration, the Parties agree as follows:

1. Recitals. The foregoing recitals and all terms and conditions contained therein are material, substantive, and integral provisions of this Agreement and are enforceable as if hereinafter restated.

2. Transactions. Buyer and Seller will engage in the following transactions (collectively, the "Transactions") prior to, at, or after the Closing (as defined below):

a. Payment of Purchase Price. As consideration for the Assets, Buyer will, at Closing pay and deliver to Seller (or its designees) the sum of **Ten Million Dollars USD ($10,000,000.00)** (the "Purchase Price") for 100% of the Assets. The Purchase Price is payable as follows:

i. Buyer to pay Seller (or its designees) **Five Million One Hundred Thousand Dollars USD ($5,100,000.00)** of the Purchase Price as Payment-In-Kind (as defined below) equivalent to the Purchase Price. The term "Payment-In-Kind shall be defined as restricted stock units of common shares in SEGG to be applied towards the Purchase Price at a fixed price of Three Dollar USD ($3.00) per share (the "Fixed Price") irrespective of the trading price of SEGG stock at the execution of this Agreement or the Closing Date. At Closing, Buyer shall cause to be issued to Seller (or its designees) the equivalent in restricted stock units of common shares in SEGG to be applied towards the Purchase Price. Seller (or its designees) shall receive the Payment-In-Kind within three business days following the Closing Date. Any Payment-In-Kind made as part of the consideration to satisfy any portion of the Purchase Price shall carry full piggyback registrations rights for the benefit of Seller (or its designees); and

ii. Buyer to pay Seller (or its designees) **Four Million Nine Hundred Thousand Dollars USD ($4,900,000.00)** by transferring 49% ownership interest in NewCo, a newly formed wholly owned entity of SEGG to be domiciled at the discretion of Buyer that shall hold free and clear of any encumbrances all Assets.

iii. Conveyance of Assets. At Closing, Seller will: (i) sell and convey the Assets exclusively and in their entirety to Buyer by delivery in person or by conveyance of access to the log-in information regarding the Assets; and (ii) take all actions necessary to transfer the license registration of the Assets to Buyer and all other instruments of transfer necessary to transfer good and conveyable title to such Asset licenses, free and clear of all liens, charges, claims, and encumbrances of any nature and third- party licenses, other than the originating ownership licenses or terms of use related thereto (e.g., ICANN) and. Except for the Assets, no other assets or licenses of Seller are included in this Transactions.

iv. True-Up. The Parties agree that in the event that the closing price of the restricted stock units of common shares in SEGG. to be issued to the Seller as above is lower than the Fixed Price on July 30, 2026 (the "Reprice Date"), then the Fixed Price shall be adjusted downward to the VWAP of the common stock for the five (5) consecutive trading days immediately preceding the Reprice Date (the "Market Price"). Accordingly, Buyer shall be obligated to tender Seller additional restricted stock units of common shares in SEGG. to make up the difference between the Fixed Price and the Market Price.

v. Shortfall Earnout. The Parties agree that if the NewCo's valuation is less than a certain amount ("amount" to be agreed in the Schedule B and defined as "Shortfall Earnout Amount") on June 30, 2027, then Seller's equity in NewCo and SEGG (respectively) shall be diluted down on July 1, 2027 by certain percentages prorated based on the Shortfall Earnout Amount (the "Shortfall Earnout Equity"). Shortfall Earnout Amount and Shortfall Earnout Equity collectively referred to herein as "Reverse Earnou**t**".

vi. No Excessive Earnout**.** Alternatively, the Parties further agree that no excessive earnout amount shall be included in the SPA

vii. The term "business day" means any day of the week other than Saturday, Sunday, or any other day on which Nasdaq is closed for business. The term "piggyback registration rights" means the right for all Payment-In-Kind shares of SEGG issued at Closing or upon True-Up to be registered alongside any other shares of SEGG that are registered for sale from time to time with the Securities and Exchange Commission ("SEC") for offer or sale to the public, including pursuant to any amendment of any existing effective or pending registration as at Closing; provided, however, that such term will exclude: (i) any such registration statement that is for the benefit of reselling shareholders who have received shares from SEGG in exchange for cryptocurrency; and (ii) any prior registration statement that excludes the shares of reselling shareholders.

3. Limited Assumption of Liabilities. Buyer does not assume any responsibility for any liabilities or obligations of Seller, fixed or contingent, arising prior to the Closing of the Transactions. No fees, expenses, liabilities, or obligations are being assumed by Buyer, and all such liabilities and obligations incurred by Seller prior to the Effective Date will remain the sole responsibility of Seller. Without limiting the generality of the foregoing, Buyer will not assume, purchase, or be obligated on any existing contracts, licenses, or any ongoing obligations currently existing and binding upon Seller, unless otherwise expressly assumed by Buyer in writing.

4. Bills of Sale and Assignments. Seller agrees to execute any separate bills of sale and assignments of title, in recordable form, as may reasonably be requested by Buyer to effect the sales and assignments embodied in the Transactions.

5. Closing. All Transactions will be conducted and fully performed on a date to be determined by the Parties after the satisfaction of each Closing Contingency (the "Closing"), which date will be on or before 5:00 p.m., Eastern Time, on or before **August 1, 2025** (the "Closing Deadline") or as extended by Buyer as reasonably and commercially required to complete the Transactions as contemplated in this Agreement.

6. Closing Contingencies. It is acknowledged and agreed by the Parties that:

a. Each and every Transaction contemplated by this Agreement is contingent upon and subject to:

i. Formation of NewCo by Buyer; and

ii. The ability of each Party to materially perform each other material Closing obligation hereunder by the Closing Deadline (each a "Closing Contingency"); and

b. Neither Party will be liable to the other Party for any breakup fee or otherwise for any failure to close the Transactions due to a Closing Contingency that is not cured or remedied by the non-performing Party or mutually resolved by the Parties in writing on or before the Closing Deadline, or any permitted extensions thereof.

7. Representations and Warranties of Seller. Seller represents and warrants to Buyer as of the Effective Date and at the Closing that:

a. No Active Litigation. To Seller's knowledge, there is no action, suit, proceeding, inquiry, or investigation by or before any court, governmental agency, public board or body pending or, to the knowledge of Seller, threatened against the Assets or enjoining Seller's consummation of the Transactions.

b. No Regulatory Restrictions. Neither Seller nor the Assets are the subject of or party to a memorandum of understanding or any supervisory agreements, cease-and-desist orders, consent agreements, or regulatory restrictions that would affect Seller's ability to consummate the Transactions.

c. Authority to Contract. Seller has full legal power and authority to perform its obligations under this Agreement, and this Agreement constitutes a legal, valid, and binding obligation of Seller enforceable against it in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, liquidation, or other similar laws affecting generally the enforcement of creditors' rights.

d. Title. Seller has good and conveyable license or title to the Assets, free and clear of all liens, charges, claims, and encumbrances or third-party licenses of any nature, subject to the terms and conditions of use dictated by the issuers of any domain name licenses or account holder agreements.

e. No Past Due Accounts. All Seller third-party accounts relating to the Asset licenses: (i) have positive balances, are current, or have balances not in excess of thirty (30) days in arrears as of the Effective Date; and (ii) are not subject to any known or anticipated third-party claim or liability.

f. Brokers. Buyer shall not be responsible for any any brokerage, finder's, or other fee or commission in connection with the Transactions based upon arrangements made by or on behalf of Seller.

g. Disclaimer of Other Representations and Warranties. The Assets are conveyed to Buyer with express and implied warranties, including, but not limited to, the warranties of merchantability, fitness for a particular purpose, and non-infringement, and Seller specifically claims such representations or warranties.

8. Representations and Warranties of Buyer. Buyer represents and warrants to Seller as of the Effective Date and at the Closing that:

a. Authority to Contract. Buyer has full legal power and authority to perform its obligations under this Agreement, and this Agreement constitutes a legal, valid, and binding obligation of Buyer enforceable against it in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency, liquidation, or other similar laws affecting generally the enforcement of creditors' rights.

b. Brokers. No broker, finder, or investment banker is entitled to any brokerage, finder's, or other fee or commission in connection with the Transactions based upon arrangements made by or on behalf of Buyer.

c. Financing Commitment. Buyer shall commit financing to NewCo up to Fifteen Million Dollars USD ($15,000,000.00) (the "Financing Commitment") during the first year, under customary financing terms applicable in the United States of America with an interest rate not to exceed statutory usuary limitations (the "SEGG Note"). Notwithstanding the foregoing, the Financing Commitment shall be subject to Buyer's prior approval (in writing) of certain licenses for football leagues or other sports leagues. For clarity, Buyer shall have the right at its sole discretion to review, select and which licenses, broadcasting or streaming rights for football leagues or other sports leagues NewCo enters into.

9. Termination and Survival. This Agreement will commence on the Effective Date and terminate in the event the Closing has not occurred by the Closing Deadline, as may be extended pursuant hereto. The representations and warranties of the Parties contained in this Agreement, including the Schedules and Exhibits attached hereto, or in any writing delivered pursuant to the provisions hereof, shall survive the Closing for a period of one (1) year.

10. Confidentiality. Each Party agrees to safeguard and hold confidential from disclosure to unauthorized third parties all non-public information relating to this Agreement and the mutual business dealings of the Parties. For purposes of the foregoing, only officers, directors, and employees of either Party or its affiliates, including bankers, broker-dealers, accountants, auditors, and attorneys, shall be authorized parties on a 'need to know basis' consistent with their respective positions, legal obligations, and responsibilities. Each Party agrees that it will not make any statements or representations, or otherwise communicate, directly or indirectly, in writing, orally, or otherwise, or take any action which may, directly or indirectly, disparage any Party, its affiliates, or their respective officers, directors, employees, advisors, businesses, or reputations. Notwithstanding the foregoing, nothing in this Agreement shall preclude a Party from making truthful statements or disclosures that are required by applicable law, regulation, or legal process or otherwise make certain public announcements with the consent of the other Party.

11. Indemnities. The Parties each agree to indemnify and hold harmless (the "Indemnifying Party") the other Party and all of its officers, directors, employees, and agents (the "Indemnified Party") from and against any and all liability, claim, cost, or expense (including court costs and attorney's fees) incurred by the Indemnified Party attributable to:

a. Breach. A material breach of any material representation or warranty by the Indemnifying Party, its officers, directors, employees, or agents pursuant to this Agreement; or

b. Default. Any default by the Indemnifying Party, its officers, directors, employees, or agents in any of its obligations or covenants under this Agreement.

12. Third-Party Beneficiaries. This Agreement does not confer any rights or remedies upon any third parties to this Agreement.

13. Notices. All notices under this Agreement will be in writing and will be sent:

If to Buyer, to:

Lottery.com Inc.
5049 Edwards Road, 4th Floor
Fort Worth, Texas 76109

With copies to:

matthew.mcgahan@lottery.com
(will not constitute notice)

If to Seller, to:

Galaxy Racer Holdings Limited ("GXR")
Attn: Paul P. R. Phanbuh
Vistra Corporate Services Centre, Wickhams Cay II,
Road Town, Tortola, British Virgin Islands

All notices to be sent or delivered hereunder will be deemed to be given or become effective for all purposes of this Agreement as follows: (i) when delivered in person, when given;

(ii) when sent by mail, when received by the person to whom it is given, unless it is mailed by registered, certified or express mail, in which case it will be deemed given or effective on the earlier of the date of receipt or refusal; and (iii) when sent by electronic mail, facsimile or other form of electronic transmission, twelve (12) hours after the transmission with proof that it was sent to the correct electronic mail address, telephone number or similar address, as the case may be.

14. Litigation Notices. In the event a subpoena or other legal process including any notice, order, or inquiry from any state or federal regulatory authority concerning the Assets is served upon Seller, Seller agrees that it will notify Buyer immediately upon receipt of such legal process and will cooperate in a lawful effort to comply with or contest the validity of the legal process, at Buyer's sole cost and expense.

15. Costs and Fees. Each Party agrees to pay its own costs, expenses, and attorneys' fees incurred in connection with this Agreement and any enforcement hereof. After Closing, Buyer shall be liable for any license or use fees related to the Assets.

16. Further Acts and Instruments. Each Party agrees to execute and deliver such other and further instruments and to do such other and further acts as may be necessary or desirable to effect the transactions contemplated in this Agreement and carry out the intent and purpose of this Agreement.

17. Call Option. The Parties agree to enter into a call option agreement, whereby Buyer has the irrevocable right to acquire any remaining interest in NewCo up to100% interest in NewCo at the valuation mutually agreed to and later set forth in in the call option agreement, (the "Call Option") with said Call Option to expire on December 31, 2027. The Call Option may only be exercised by Buyer so long as SEGG remains listed on Nasdaq's Global Market Exchange and is current with all statutory financial filings at the time Buyer exercises any portion of the Call Option. At the sole discretion of Buyer, the consideration for the Call Option or any portion thereof, may be made in cash or restricted stock units of common shares in SEGG at market value at the time the Buyer exercises its Call Option or any portion thereof.

18. Opportunity to Review and Consultation with Legal Counsel. The Parties acknowledge and agree that they have had a full and fair opportunity to review, comment, and make compromise revisions to this Agreement. Each Party acknowledges that it has had a full and complete opportunity to consult with legal counsel or other advisers of its own choosing concerning the terms, enforceability, and implications of this Agreement, and that no Party has made any representations or warranties to any other Party concerning the terms, enforceability, and implications of this Agreement other than as are reflected in this Agreement.

19. Succession; Assignment. This Agreement and any other agreement or documentation necessary to give effect to the transactions contemplated hereby will bind and inure to the benefit of the heirs, administrators, executors, successors, and assigns of the Parties.

20. Severability. The Parties agree that, if any term or condition of this Agreement is found to be illegal or invalid for any reason whatsoever, such illegality or invalidity will not affect the validity of the balance of this Agreement, and the Parties will substitute for the affected term or condition an enforceable provision that approximates as nearly as possible the intent and economic benefit of the affected term or condition.

21. Entire Agreement. The Parties acknowledge and agree that this Agreement and the documents that are to be executed pursuant to this Agreement contain the entire agreement between or among the Parties, as the case may be, regarding the subject matter hereof and supersede and replace any and all prior oral and written agreements, arrangements, or understandings between or among the Parties, as the case may be, relating to the subject matter hereof.

22. Applicable Law. The Parties agree that this Agreement will be governed by, construed, and enforced in accordance with, and subject to, the laws of the **State of Delaware**, except with respect to the choice of law provisions thereof.

23. Jurisdiction; Venue. Each Party hereby submits to the jurisdiction and venue of the state and federal courts located in the **State of Delaware** for purposes of any arbitration or litigation related to this Agreement.

24. No Fiduciary Duty; No Joint Venture. Nothing contained in this Agreement is intended to create any fiduciary duty of one Party to another Party, any joint venture between the Parties, or any partnership or other type of business entity involving the Parties.

25. Remedies. In the event of any breach or threatened breach of any term of this Agreement, a Party seeking relief will be entitled to seek specific performance, injunctive, and other equitable relief, which will be in addition to, and not in lieu of, money damages or any other legal remedy available to the Party seeking relief.

26. Amendments; Changes; Modifications. No amendment, change, or modification to this Agreement will be valid unless set forth in writing and signed by a duly authorized representative of each Party.

27. Waivers. No delay or omission by any Party hereto in exercising any right, power, or privilege under this Agreement will impair such right, power, or privilege, nor will any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.

28. Headings. All headings in this Agreement are provided for convenience and reference only, are not integral or substantive provisions of this Agreement, and will not affect any interpretation of the substantive provisions to which they relate.

29. Counterparts. The Parties agree that this Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed an original and all of which together will constitute but one and the same instrument.

30. Electronic Signatures. This Agreement may be executed by original, facsimile, and electronic signatures, each of which when affixed will be deemed to be an original that is enforceable against the executing Party.

31. NON-REPRESENTATION NOTICE. SELLER ACKNOWLEDGES THAT THE UNDERSIGNED SIGNATORY IS AN ATTORNEY WHO IS ACTING IN A NON-LEGAL CAPACITY WITH RESPECT TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREIN AND DOES NOT REPRESENT ANY PARTY HERETO OR THIRD PARTY REFERENCED HEREIN. SUCH ATTORNEY WILL NOT BE DEEMED TO REPRESENT ANY PARTY HERETO IN THE ABSENCE OF A SEPARATE WRITTEN AGREEMENT SETTING FORTH THE EXISTENCE AND SCOPE OF ANY LEGAL ENGAGEMENT OR ATTORNEY-CLIENT RELATIONSHIP. THIS LETTER MAY NOT BE RELIED UPON BY ANY PARTY AS LEGAL ADVICE.

(Signature page follows.)

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"BUYER"	**"SELLER"**
LOTTERY.COM INC.	GALAXY RACER HOLDINGS LIMITED.
By: */s/ Matthew McGahan*	By: */s/ Paul P. R. Phanbuh*
Name: Matthew McGahan	Name: Paul P. R. Phanbuh
Title: CEO and President	Title: Director

<u>Schedule A</u>

SCHEDULE OF CONVEYED ASSETS
(Assets)

The Assets to be conveyed by **Galaxy Racer Holdings Limited**, a BVI entity, to **Lottery.com Inc.**, a Delaware corporation, or its designee pursuant to the accompanying Asset Purchase Agreement, dated **July 30, 2025**, include the following: exclusive ownership and rights to the GXR Platform and App, the GXR tech stack, all users (approximately 1.1 million monthly active users) and licenses as identified and further described in:

Appendix 1A (App Flow);

Appendix 1B (Spector Integration);

Appendix 1C (Social Module and Open Specifications); and

Appendix 1D (Techs Stack Summary).

Schedule B

SHORTFALL EARNOUT

On June 30, 2027, NewCo's Valuation must equal $30,000,000 USD based on the mutually agreed valuation formula applied to the Call Option. In the event that NewCo's Valuation is less than $30,000,000 USD on June 30, 2027, a Reverse Earnout shall be triggered against Seller in accordance with Section 2(a)(v) of this Agreement.

GXR App

The GXR App is a comprehensive, multi-feature mobile platform designed to be the “Home of Football.” It seamlessly blends social engagement, live football streaming, real-money gaming (RMG), and dynamic missions & achievements into one immersive, gamified experience. With social interaction as the primary entry point, GXR creates a community-centered approach that puts fans at the center of the football world.

1. Onboarding & Login Flows

1.1 Splash Screen

Purpose: Give a brief welcome, display the app logo/branding (“GXR”).

Layout:

- Center: App logo (e.g., “GXR”).
- Bottom: Brief loading indicator or tagline (“Connect, Stream, Play & Win”).

Navigation:

- After 1–2 seconds, transitions automatically:
    - If first-time user → Onboarding Slides.
    - If returning user → Login (or Social Feed if the user’s session is still valid).

1.2 Onboarding Slides

Purpose: Introduce the app’s social-first approach and core features (community, live streaming, RMG, daily trivia, missions, etc.) in 3-4 swipes.

Layout:

- Full-Screen Image/Illustration per feature highlight.
- Headline Text (e.g., “Connect with Football Fans,” “Catch Live Matches,” “Win Real Prizes,” “Complete Missions for Rewards”).
- Short Description (1–2 lines max).
- Pagination dots at the bottom indicating the current slide.
- Skip / Next button in the bottom-right corner.

Navigation:

- Skip → directly to Login/Signup.
- Next → moves through slides.
- Final slide → transitions to Login/Signup.

1.3 Login / Signup Screen

Purpose: Let returning users log in and new users create an account.

Layout:

- Tabs or Buttons: Login (default) | Signup.
- Login Form (if Login tab is active):
    - Email/Phone input
    - Password or OTP input
    - Forgot Password? link
    - Login button
- Signup Form (if Signup tab is active):
    - Name field
    - Email/Phone
    - Password or OTP
    - Sign Up button
- Social Login: Buttons for Google, Facebook, or Apple login.

Authentication Integration with Specter:

- User authentication flows through Specter to social backend
- JWT or similar token validation
- SSO implementation between backends
- Consistent user data across both systems
- Unified logout flow across systems

Navigation:

- After successful login or signup → Social Feed (Tab 1).
- Forgot Password? → Forgot Password Flow.

2. Social Feed (Tab 1)

Primary Focus: The central social hub of the app featuring stories, social posts, live matches, and trending content.

2.1 Top Navigation Bar

- Left: GXR App logo
- Right:
    - Wallet Icon + Balance (e.g., “₹14000”)

    - GXR Points/Stars Indicator (e.g., “0/100”)
    - Notifications Bell icon

2.2 Content Filter Tabs

- For You (default): Personalized content based on user preferences and behavior
- Following: Content exclusively from accounts the user follows
- Trending: Popular content across the platform

2.3 Stories/Profiles Carousel

- Horizontal scrolling row of circular profile icons:
    - Your Story (add button to create new story)
    - Featured profiles (e.g., players, teams, influencers) with Elite badges
    - LIVE indicator on profiles currently streaming
- Story creation flow:
    - Tapping “Your Story” → Camera/upload interface
    - Media selection → Add text/effects → Post
    - Option to share to specific hubs or communities

2.4 Live Matches Section

- Section header with “Live Matches” title and “See All” link
- Cards showing current live matches:
    - League information and match time
    - Team logos and current score
    - LIVE indicator
    - “Watch Now” button to enter streaming view

2.5 Social Post Feed

- Scrollable feed of posts from players, teams, hubs, and other users
- Post components:
    - Author profile picture, name, and post time
    - Post content (text, images, videos)
    - Engagement options (like, comment, share)
    - Interaction counts (likes, comments, shares)
- Post types:
    - Standard posts (text, images)
    - Video posts
    - Match highlights
    - Community announcements
    - Poll/Survey posts

- User Flows:
  - Post creation: User taps “New Post” → Media selection → Add text → Post
  - Engagement: User taps like → Update like count → Store in user activity
  - Comment: User adds comment → Comment stored → Notification sent to post owner
  - Share: User taps share → Sharing options appear → Content shared to selected destination

2.6 Navigation

- Bottom Navigation Bar: Feed (active), Discover, Scores, Play, Profile.

3. Discover (Tab 2)

Primary Focus: Content and community discovery, featuring recommendations, hubs, and trending topics.

3.1 Top Banner

- Featured content carousel highlighting:
  - Fan Community Leaderboards
  - Special events
  - Tournaments
  - Premium content

3.2 Quick Access Icons

- Horizontal row of feature icons:
  - Hubs: Access to interest-based communities
  - Shop: Merchandise and premium features
  - Flicks: Short-form video content
  - Trivia: Quiz games and challenges
  - Spin: Gamified rewards feature

3.3 Feature Cards

- Medium-sized cards highlighting key features:
  - Player Analysis: Global rankings and statistics
  - Daily Rewards: Claimable bonuses and incentives
  - Trending Hubs: Popular community spaces
  - Premium Subscription: Exclusive benefits

3.4 Live & Upcoming Section

- Cards showing live and upcoming matches or events
- User can tap to watch live or set reminders for upcoming events

3.5 Hub Discovery

- Featured and trending hubs
- Personalized hub suggestions based on user interests
- Browse and search functionality for finding specific communities
- Hub joining flow:
  - User discovers hub → Views hub details
  - Taps “Join” (instant for public, request for private)
  - Receives welcome notification and introduction

3.6 Navigation

- Bottom Navigation Bar: Feed, Discover (active), Scores, Play, Profile.

4. Scores (Tab 3)

Primary Focus: Live scores, schedules, fixtures for multiple leagues.

4.1 Header / Filtering

- Title: “Scores & Fixtures”
- League Filter Dropdown (e.g., “All Leagues,” “La Liga,” “EPL”).
- Date Selector: small horizontal date picker or “Today / Tomorrow / Past.”

4.2 Scores Dashboard

- List of matches grouped by date or league.
- Match Card:
  - Team A vs Team B with team logos
  - Score or “Starts at 10:00 PM”
  - Match Status: LIVE, FT (Full Time), or upcoming.
- Tap a match → Match Detail Screen.

4.3 Match Detail Screen

- Header: Teams, Score, League Name, Match Time/Status.
- Tabs within Match Detail:
  - Overview: Main stats (possession, shots, timeline).
  - Lineups: Starting XI, bench, formation.
  - Social: Fan reactions, trending posts about the match
  - Hub: Match-specific hub for fan discussions
  - Trivia / RMG: Real-time or pre-match predictions (“Who will score first?”).

- CTA: “Watch Live” → takes user to Live Stream if the match is live.
- Social Integration:
    - “Share” button to post match details to feed
    - “Join Match Hub” to enter match-specific discussion space
    - Real-time comment thread for match discussion

4.4 Navigation

- Bottom Navigation Bar: Feed, Discover, Scores (active), Play, Profile.

5. Play & Win (Tab 4)

Primary Focus: Real-money gaming (RMG), trivia, contests, leaderboards.

5.1 Top Bar

- Title: “Play & Win”
- Wallet Balance or small “Wallet” button is also shown here.

5.2 Featured Games & Trivia

- Carousel/Grid of game cards:
    - Daily Trivia, Opinion Polls, Predict & Win, etc.
    - Each card includes:
        - Game Name (e.g., “Daily Football Quiz”)
        - Icon or small image
        - Entry Fee (if RMG)
        - CTA: “Play Now” or “Enter”
- Tapping a card → Game Detail screen.

5.3 Tournaments & Leaderboards

- Scrolling list of ongoing/future tournaments:
    - Tournament Name (e.g., “Weekend Predictions Contest”)
    - Prize Pool & Entry Fee
    - Time Left or countdown
    - CTA: “Join” or “View Details”
- Leaderboard snippet shows top players, user’s own rank.
- “View Full Leaderboard” → a dedicated leaderboard screen.
- Social integration:
    - “Challenge Friends” option to invite social connections
    - “Share Results” to post outcomes to feed
    - Tournament hubs for participants to discuss strategy

5.4 Past Results & Rewards

- A sub-tab labeled “My History” or “Past Results.”
- History Screen:
  - List of completed games/tournaments:
  - Date, final rank, winnings
  - Tapping an entry → detailed breakdown (questions, correct answers, etc.).

5.5 Navigation

- Bottom Navigation Bar: Feed, Discover, Scores, Play (active), Profile.

6. Profile and Player Stats (Tab 5)

Primary Focus: User account, social profile, wallet, settings, preferences, missions access, achievements.

6.1 Profile Header

- User Avatar & Name
- Edit Profile button (change avatar, update info)
- User Level (e.g., “Level 5”) based on Missions/Achievements
- “Favorite Teams/Leagues” link to manage user preferences
- Social stats (followers, following, engagement)

6.2 Social Profile Elements

- Bio/About section
- Achievements and badges display
- Content tabs:
  - Posts: User’s social content
  - Activity: Recent interactions and engagement
  - Collections: Saved content
- “Find Friends” option to grow social network
- “Invite Friends” to share the app

6.3 Wallet

- Balance Display: current wallet amount.
- Deposit / Withdraw buttons:
  - Opens respective flows with payment gateways and KYC prompts.
- Transaction History: deposit, withdrawal, and RMG winnings logs.

6.4 Complete KYC Button

- Always visible if KYC not completed.
- Tapping leads to the KYC Flow (upload ID, etc.).
- Mandatory when deposit/withdraw surpasses a certain threshold.

6.5 Settings & Preferences

- Account Settings: change email, phone, password.
- Notifications: toggle match alerts, game invites, social notifications.
- Privacy Settings: control who can see profile, contact user, view stories
- Responsible Gaming: set deposit limits, disclaimers.
- Language & Region: multi-lingual support.
- Help & Support: FAQs, contact info, T&Cs, privacy policy.

6.6 Missions & Achievements

- Fully Integrated Loyalty & Rewards: This section shows daily/weekly missions, cumulative GXR Points earned from multiple actions (e.g., watching matches, playing RMG, chatting, sharing content), and achievement badges.
- Tiered Rewards: Displays user level and progress toward unlocking VIP fan tiers with exclusive perks such as bonus multipliers and discounted RMG entry fees.

6.7 Premium Subscription Option

- A dedicated section where users can subscribe to a premium plan. Premium users enjoy:

    - Ad-free streaming across all features.
    - Priority access to RMG tournaments.
    - Bonus GXR Points multipliers on all activities.
    - Exclusive match experiences and rewards.
    - Premium badge for social profile
    - Priority in chat and hub discussions

6.8 Log Out

- Located at the bottom or in a top-right overflow menu.

6.9 Navigation

- Bottom Navigation Bar: Feed, Discover, Scores, Play, Profile (active).

7. Live Streaming

Primary Focus: Live match streaming with integrated social and gaming features.

7.1 Live Matches Overview

- Accessible from:
  - “Live Matches” section on Social Feed
  - Live tab on Scores
  - Direct notifications for favorite teams
- Layout:
  - If multiple matches, show a list of match thumbnails with team logos, match time, “LIVE” label
  - CTA: “Watch Now”

7.2 Match Live Stream

- Full Screen Video Player
- Top Overlay: Display basic match info (teams, score, time).
- Overlay Icons:
  - RMG/Trivia icon: Opens an integrated side panel with one-click betting options and real-time interactive polls.
  - Chat icon: Opens in-stream chat that also supports quick ‘chat bets’ (e.g., type YES to bet).
  - Share icon: Capture and share moments to social feed
  - Premium Indicator (if applicable): Visible for premium subscribers for exclusive offers.
- Embedded Betting Options: A non-intrusive banner overlay within the video reading ‘Who will score next? Tap to bet instantly’ without redirecting to a separate page.

7.3 In-Match Gaming Overlays

- When the user taps the Game Icon, a slide-in panel appears with match-specific RMG activities:
  - Who will score the next goal?
  - Will there be a goal in the next 5 minutes?
  - Predict the final score.
- Each “game” or “challenge” includes:
  - Possible outcomes (Team A, Team B, or “No goal” in X minutes).
  - Entry Fee (if it’s paid) or “Free” if it’s a promotional challenge.
  - Potential Real-Money Prize or a share of a prize pool.
  - Time-limited: The option closes if the event is resolved or a countdown ends.

7.4 Live Chat & Social Integration

- In-stream live chat with:
  - Text messages, reactions, and emojis
  - Quick bet options (type YES/NO to participate in predictions)

    - @mentions for other viewers
    - Moderation tools to control spam and offensive content

- Social sharing options:

    - Capture and share moments to feed
    - Invite friends to join the stream
    - Post predictions and results to profile or hubs

7.6 Highlights & Replays

- Accessible after matches or from dedicated sections
- Cards showing recent matches' highlights
- Social integration allows users to:

    - Share highlights to feed
    - Comment on key moments
    - Tag friends in remarkable plays

8. Hubs & Communities

Primary Focus: Topic-focused communities that function similar to forums or specialized social groups.

8.1 Hub Features

- Interest-based communities:

    - Team-specific hubs (Barcelona, Manchester United, etc.)
    - League-focused hubs (Premier League, La Liga, etc.)
    - Topic-based hubs (Tactics, Transfer News, Fantasy Football, etc.)
    - Match-specific temporary hubs that activate around live games

- Privacy options:

    - Public hubs visible to all users
    - Private hubs require approval to join
    - Unlisted hubs (discoverable only by direct link)

- Hub roles and permissions:

    - Admins have full control over hub settings and membership
    - Moderators help enforce community guidelines
    - Members have standard participation rights

8.2 Hub Content

- Specialized content types based on hub theme:

    - Dedicated feed of hub-specific posts
    - Hub-exclusive events and challenges
    - Custom content organization and curation
    - Polls and discussions

- Match threads for live game discussions
- Expert analysis and fan theories

8.3 Hub Discovery

- Accessible via:
  - Discover tab
  - Search functionality
  - Recommendations based on user interests
  - Featured and trending hub highlights
- User flows:
  - Browse featured and trending hubs
  - Search for specific interests or teams
  - Join request flow (instant for public, approval for private)
  - Recommendation engine suggests hubs based on user behavior

8.4 Hub Engagement

- Activity feed showing posts from hub members
- Discussion threads for specific topics
- Event calendars for hub-organized activities
- Member directory and engagement leaderboards
- Hub-specific challenges and rewards

9. Chat Functionality

Primary Focus: Private messaging between users and group conversations.

9.1 One-to-One Messaging

- Features:
  - Private conversations between two users
  - Text-based communication with rich formatting options
  - Media sharing (photos, videos, files)
  - Read receipts and typing indicators
  - Message reactions and replies
  - Search functionality within conversations
  - Online/offline status indicators
- User flows:
  - Starting a chat: Select contact → Chat history loads or new chat created
  - Media sharing: Tap attachment icon → Select media → Preview → Send
  - Contextual suggestions based on conversation content

9.2 Group Chat

- Features:
    - Multi-user conversations (three or more users)
    - Group creation and management
    - Member permissions and roles (admin, member)
    - @username mention functionality
    - Group settings for notifications
- User flows:
    - Group creation: Tap “New Group” → Add participants → Set group name/image → Create
    - Group management: Add/remove members, assign roles, change settings
    - Group interaction: Similar to regular chat with member indicators

9.3 Key Differences Between Hubs and Group Chats

- Hubs:
    - Purpose: Community building around specific topics or interests
    - Structure: Forum-like with content organization
    - Scale: Designed for larger communities (potentially thousands of members)
    - Content focus: Emphasizes content creation and discovery
    - Visibility: Can be public, private, or unlisted with searchable discovery
    - Example comparison: Similar to Reddit subreddits or Facebook Groups
- Group Chats:
    - Purpose: Direct multi-person messaging for coordination
    - Structure: Messaging-focused with chronological conversation
    - Scale: Optimized for smaller groups (typically under 100 members)
    - Content focus: Emphasizes real-time communication
    - Visibility: Private by default, accessible only to invited members
    - Example comparison: Similar to WhatsApp groups or Telegram groups

10. Notifications System

Primary Focus: Keep users informed about relevant activities across the platform.

10.1 Notification Types

- Social notifications:
    - New followers
    - Likes, comments, and shares on posts
    - Mentions and tags
    - Hub invitations and updates

- Match notifications:

  - Upcoming matches for favorite teams
  - Live match alerts (kick-off, goals, etc.)
  - Match results and highlights

- Gaming notifications:

  - RMG challenge invites
  - Tournament reminders
  - Winnings and results

- System notifications:

  - Account updates
  - Wallet activities
  - New features and app updates

10.2 Notification Center

- Accessed via Bell Icon in top navigation
- Shows chronological list of notifications
- Categories tab to filter by notification type
- Read/Unread status indicators
- Action buttons (Accept, Decline, View, etc.)
- Mark as Read or Delete options

10.3 Notification Settings

- Granular control over notification types
- Push notification toggles
- In-app notification preferences
- Email notification options
- Do Not Disturb scheduling

11. Missions & Achievements

Primary Focus: Gamification system that rewards user engagement across all features.

11.1 Missions Screen

- Access points:

  - Missions Icon in the top nav
  - Missions card on Social Feed or Discover
  - Profile → “Missions & Achievements”

- Layout:

  - Daily Missions: e.g., “Complete 2 Trivia Games,” “Watch 1 Live Match,” “Make 3 posts in hubs,” etc.
  - Weekly Missions: more extensive tasks with bigger rewards.
  - Social Missions: “Invite friends,” “Engage with 5 posts,” “Create a hub post,” etc.
  - Progress Bars or checklists for each mission.
  - Claim Button to redeem GXR Points or other rewards once a mission is complete.

11.2 Achievements & User Level

- User Level: Gains experience or GXR Points for completing missions, RMG participation, daily logins, social engagement, etc.
- Achievements: Milestone-based badges ("Won 10 Tournaments," "Watched 50 Live Streams," "Created 100 posts," etc.).
- Display:
    - Shown on Profile Header (e.g., "Level 5 / 1500 XP").
    - Separate listing of unlocked badges or trophies.
    - Social integration to share achievements to feed

11.3 Rewards & GXR Points

- GXR Points & Loyalty Rewards:
    - Earned from multiple actions: watching matches, playing RMG, participating in live chat, posting in hubs, sharing content
    - Tiered System: Points contribute toward unlocking VIP fan tiers which offer special perks
    - Automatically updates in the user's profile, top navigation, and throughout the app
- Reward redemption:
    - Exchange points for in-app benefits
    - Unlock premium features
    - Enter special tournaments
    - Get discounts on RMG entry fees

Integration Plan for Specter and Galaxy Racer Platform

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1. Executive Summary

Brief Overview of the Integration Goals

The primary goal of the integration is to introduce real money gaming (RMG) and fan engagement features into the Galaxy Racer (GXR) app. This will include both frontend and backend components, with Specter handling the entire backend system to streamline operations and ensure a seamless user experience. Key backend capabilities provided by Specter include:

- **Payment Gateway Integration**: Seamless deposits and withdrawals via Razorpay, Stripe, PayU, and other supported gateways.

- **RMG Wallet Management**: Creation and management of wallets, enabling smooth money movement for actions like competition entry fees and prize distributions.
- **Match and Competition Systems**: Competitive systems like tournaments and matches, allowing users to participate in structured competitions with defined entry fees, prize pools, and rankings.
- **Event Tracking and Achievement Systems**: Tools for missions, quests, and rewarding users for actions within the app.
- **Leaderboards and Referral Systems**: Dynamic leaderboards to encourage competition and referral programs to drive organic growth.

The frontend implementation can be customized based on GXR's vision—either as a fully integrated experience within the existing app or through a dedicated web view.

Key Features of the Integration

1. **Real Money Gaming (RMG)**: Engage users through competitions with entry fees and real-money payouts.
2. **Gamification Tools**: Enhance user engagement with trivia, prediction games, missions, and quests.
3. **Seamless Wallet Functionality**: Enable secure deposits, withdrawals, and intra-system money flow.
4. **User Engagement Features**: Leaderboards, referral incentives, and achievement tracking to create a competitive and rewarding experience.

Value Proposition for GXR Users

1. **Enhanced Engagement**: By introducing interactive trivia, prediction games, and rewarding actions, users stay engaged with the app during and beyond live matches.
2. **Monetization Opportunities**: The RMG system incentivizes users to participate in competitions, creating additional revenue streams for GXR.
3. **Personalized Rewards and Recognition**: Leaderboards, achievements, and referral incentives add a layer of personalization, driving user retention and satisfaction.

This integration not only deepens user interaction with the platform but also positions GXR as a comprehensive entertainment hub for fans of La Liga, Serie A, and beyond.

2. Scope of Integration

Description of the GXR Platform

Galaxy Racer (GXR) is a streaming platform in India that broadcasts La Liga and Serie A matches. It offers fans a rich viewing experience with live streams, match highlights, and other football-related content, catering to a growing audience of football enthusiasts.

Overview of Specter

Specter is a Backend-as-a-Service (BAaaS) platform designed for gaming and gamification. It provides robust features like wallet management, seamless payment gateway integrations (e.g., Razorpay, Stripe, PayU), and support for RMG systems. Specter also handles event tracking, leaderboards, and engagement tools to boost user interaction.

Specific Use Cases for GXR

1. **Trivia During Live Matches**: Engaging fans with real-time trivia questions related to ongoing games.
2. **Prediction Games**: Allowing users to make predictions about match outcomes and win rewards.
3. **Competitive Gaming Formats**: Introducing tournaments and matches for fans to compete and earn prizes.

Additionally, the Specter team will assist GXR in implementing and managing gamification features and LiveOps to ensure smooth user engagement.

- **Gamification Elements**: Integration of missions, achievements, leaderboards, and reward systems.
- **LiveOps Execution**: Management of real-time events, competitions, and updates to interactive features.
- **Competitive Systems Management**: Handling operational workflows for tournaments, prize pools, and result validation.

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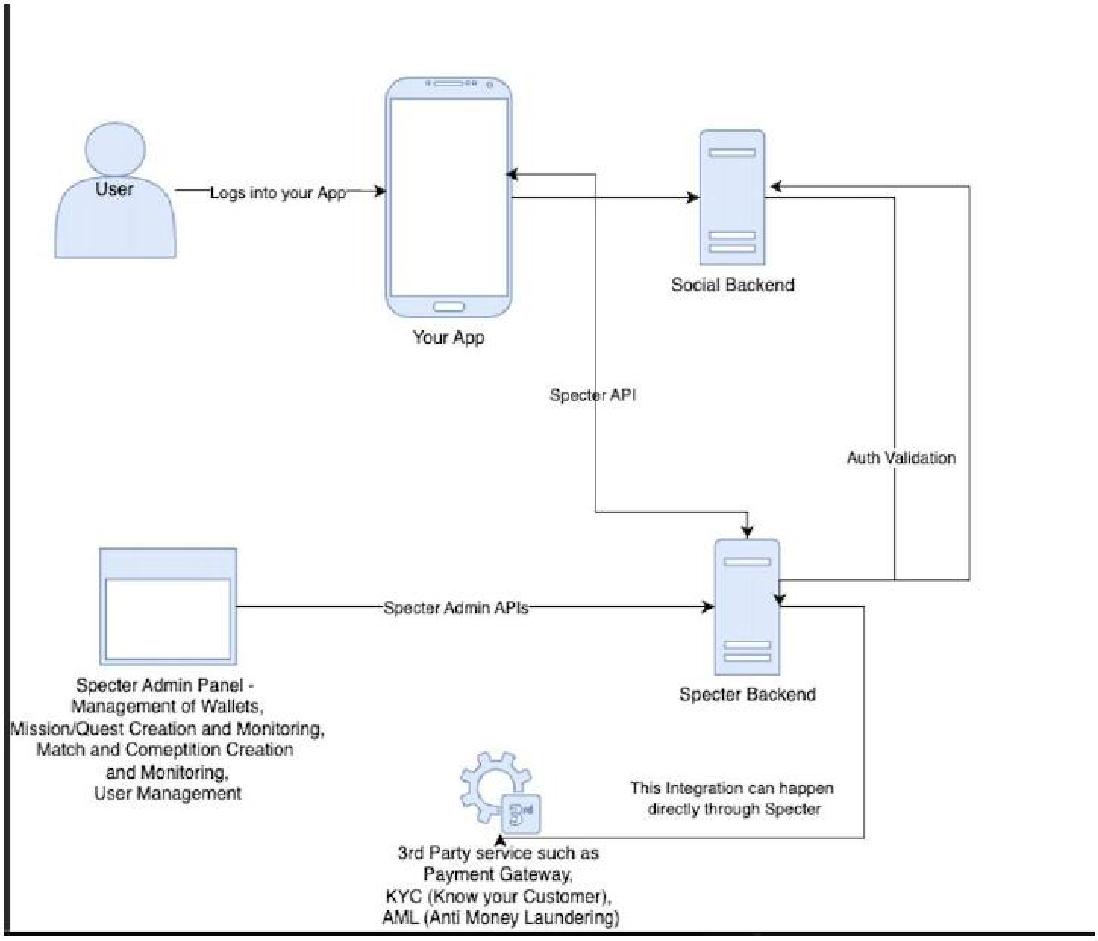
3. Integration Flow

Technical Architecture Diagram



Key Components Involved

1. **User**:
   - End user accessing the GXR app.
2. **GXR Frontend**:
   - Mobile app interface through which the user interacts (e.g., trivia, tournaments, wallet).
3. **Social Backend**:
   - Handles social layer and validates users with Specter API auth validation.
4. **Specter APIs**:
   - Key integration layer managing RMG features, wallet operations, game mechanics, and gamification tools.

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5. **Specter Admin APIs**:

    - Allows administrative access for managing gamification, wallets, and user data.

6. **Third-Party Integrations**:

    - Payment gateways (Razorpay, Stripe), AML/KYC providers, and compliance systems integrated with Specter.

This architecture ensures seamless communication between the GXR platform and Specter while supporting backend operations, live updates, and third-party compliance tools.

User Journey Steps

1. Joining a Game/Trivia/Prediction Session

- **Step 1**: The user logs into the GXR App and is authenticated through Specter and Afterthe user logs in through the app (authenticating with the Spector server), the app must call the Social API Login Event API to notify the Social API server. Upon receiving this event, the Social API server will call a REST API provided by Specter to fetch the user's information for storage and synchronization purposes.
- **Step 2**: The GXR frontend fetches available matches and competitions using **Specter APIs**.
- **Step 3**: The user selects a match(e.g., trivia during a live match, prediction session, or competitive tournament).
- **Step 4**: If it's an RMG competition, the user proceeds to pay the **entry fee** using their in-app wallet managed by Specter.

2. Participating in an RMG Competition

- **Step 1**: The user's wallet balance (handled via Specter APIs) is checked to ensure sufficient funds.
- **Step 2**: The entry fee is deducted, and the user's participation is confirmed.
- **Step 3**: Specter sends a confirmation via **webhooks** to the GXR backend, which updates the frontend for the user.
- **Step 4**: The user actively participates in the selected game or competition (e.g., answering trivia, submitting predictions, or competing in a tournament).

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3. Earning or Losing Rewards Based on Outcomes

- **Step 1**: Specter evaluates game outcomes, processes results, and calculates winnings based on pre-defined logic.
- **Step 2**: Rewards or losses are updated in the user's wallet via Specter APIs:
    - **Winning Scenario**: Winnings are credited to the user's wallet instantly or post review if GXR requires a manual review pre prize distribution.
    - **Losing Scenario**: No further action; participation fee remains processed.
- **Step 3**: Specter triggers an event notification (via webhooks) to update the GXR app, displaying the outcome to the user (e.g., leaderboard position or game result).

4. Redeeming Rewards or Withdrawing Winnings

- **Step 1**: The user navigates to the wallet section in the GXR app to redeem winnings.
- **Step 2**: The user initiates a withdrawal request, selecting a preferred payment method (e.g., UPI, bank transfer).
- **Step 3**: Specter processes the withdrawal request through integrated **payment gateways** (Razorpay, Stripe, PayU, etc.).
- **Step 4**: Funds are transferred to the user's account, and the transaction status is updated in real-time via Specter webhooks.

Summary

- **Joining**: User is authenticated on **GXR** and **Specter**, ensuring a secure start.
- **Participation**: Seamless entry into trivia, predictions, or tournaments with entry fees.
- **Results**: Rewards (winnings) or losses are updated securely in the user's wallet.
- **Withdrawal**: Easy redemption of winnings through integrated payment gateways.

API Requirements for Specter-GXR Integration

1. Authentication & User Management

To manage user onboarding and authentication seamlessly across GXR and Specter platforms:

- **APIs Required**:
    - Auth/Sign up with Custom ID
    - Auth/Login with Custom ID
    - (Optional) Auth/Sign up with Email
    - (Optional) Auth/Login with Email
    - (Optional) Auth/Sign up with Username
    - (Optional) Auth/Login with Username

Usage by GXR:

- Since GXR will already authenticate users on their platform, **Custom ID** is the best fit for a double-authentication flow.
- GXR can generate a unique Custom ID for each authenticated user and pass it to Specter during login/signup.
- Additional verification steps like **OTP verification** can be handled on GXR's end before logging in users to Specter.
- Other methods (Email, Username) can also be used if GXR prefers or already has similar mechanisms in place.

2. Wallet Management (Deposits, Withdrawals, and Transfers)

For handling user wallets, validating transactions, and enabling real-money gaming (RMG) operations seamlessly.

- **APIs Required**:
  - Wallet/Validate Deposit
  - Wallet/Deposit
  - Wallet/Validate Withdrawal
  - Wallet/Withdraw
  - Player/Get Wallet Balance
  - Player/Get Wallet History
  - Wallet/Update Balance

Usage by GXR:

- Validate and process deposits into user wallets securely.
- Validate and process withdrawals, ensuring proper checks before funds are transferred.
- Fetch and display wallet balances for users in real time.
- Show wallet transaction history, including deposits, withdrawals, and in-app spending.
- Update wallet balances when needed for specific use cases and manual adjustments.
- Enable smooth money movement within the system for RMG competitions (e.g., entry fees and prize distribution).

3. Game Mechanics

To support trivia, prediction games, tournaments, and competitive systems:

- **APIs Required**:
  - App/Get Matches
  - App/Get Tournaments
  - Competition/Enter Competition
  - Competition/Post Score to Tournament
  - Competition/Get Tournament Result
  - Competition/Get Tournament Ranking
  - Matches/Create Match Session
  - Matches/Start Match Session
  - Matches/End Match Session

Usage by GXR:

- Retrieve and display ongoing matches, tournaments and rankings.
- Allow users to enter RMG competitions (e.g., trivia, predictions).
- Manage game sessions (create, start, and end).
- Post scores and retrieve tournament results.

4. Event Triggers and Leaderboards

For enabling dynamic events, tracking progress, and rewarding users:

- **APIs Required**:
  - Events/Send Custom Event
  - Leaderboards/Post Score to Leaderboard
  - Leaderboards/Get Leaderboard Details
  - Leaderboards/Get Leaderboard Results
  - Player/Get Player Progress
  - Progression/Update Marker
  - Achievements/Grant Reward
- **Usage by GXR**:
  - Track user actions like completing trivia, winning predictions, or competing in matches.
  - Send events to Specter to trigger rewards or achievements. **Every API fires an event but custom events can be used for actions not defined by Specter APIs.**
  - Update and display leaderboard standings in real time.
  - Grant rewards based on user achievements and outcomes.

5. Badges and Inventory Management

Specter provides APIs to manage user inventories, which can be utilized for features like badges, achievements, and rewards on the GXR platform.

1. **API Required**:
   - Get My Inventory (players/me/get-inventory)
2. **Usage by GXR**:
   - **Badges and Achievements**:
     - Fetch and display user-earned badges, achievements, and rewards.
     - Maintain a history of accomplishments for users.

- **Reward System Integration**:
  - Enable users to view, collect, and interact with their earned inventory items, such as virtual trophies or collectibles.
- **Gamification Elements**:
  - Seamlessly integrate inventory items with leaderboard rewards, and Mission Outcomes

This ensures a centralized and user-friendly system for tracking and displaying gamification elements like badges and rewards.

4. Money Flow & Wallet Integration

The **Specter RMG Wallet System** handles user transactions, wallet balances, game participation, prize distribution, and taxation seamlessly. Specter ensures that all fund flows, including **entry fee deductions**, **GST**, and **platform fees** (revenue for GXR), are properly validated, recorded, and managed in a compliant manner.

1. User Deposit Flow

1. **User Action**: The user initiates a **deposit request** within the GXR app.
2. **Specter Validation**:
   - Specter validates the deposit request (e.g., wallet ID, deposit amount) against rules set up on the Specter Dashboard.
3. **Payment Gateway Integration**:
   - Specter creates an **order** via the payment gateway (e.g., Razorpay, Stripe, PayU).
   - The user completes the payment, and funds are transferred to the **GXR Bank Account**.
4. **Specter Wallet Credit**:
   - Once payment is confirmed, Specter credits the **user's wallet** within its internal system.
   - **Analogy**: Specter acts like a casino issuing "chips" to users after receiving funds, ensuring all game-related transactions are contained within its ecosystem.

2. Wallet Operations for Competitions

1. **User Action**: The user pays an **entry fee** to participate in an RMG competition (e.g., tournaments, predictions).
2. **Wallet Deduction**:
   - The entry fee is **deducted from the user's Specter wallet**.

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3. **Fee Deductions**:
    - **GST Deduction**: A portion of the entry fee is deducted as GST, which is recorded within the Specter system for compliance.
    - **Platform Fee**: Specter also deducts the **platform fee**, which is recorded as GXR's revenue.
4. **Prize Pool Management**:
    - The remaining amount (post-GST and platform fee) is aggregated into the **Prize Pool**, managed and tracked by Specter.

Key Notes:

- Specter ensures that **GST** and **platform fees** are calculated and deducted seamlessly during the wallet transaction.
- Platform fees directly contribute to GXR's revenue and are recorded in Specter for reporting.

3. Prize Distribution Flow

1. **Competition Results**: Specter calculates the results and determines the winners.
2. **Winnings Validation**:
    - Winnings are validated, and applicable deductions such as **TDS** are applied.
3. **Wallet Credit**:
    - Net winnings (post-TDS) are credited to the **user's Specter wallet**.

Compliance Highlight:

- **GST** is already deducted at the entry fee stage and recorded.
- **TDS** ensures winnings comply with tax regulations before crediting.

4. User Withdrawal Flow

1. **User Action**:
    - The user initiates a **withdrawal request** from their wallet via the GXR app.
2. **Specter Validation**:
    - Specter validates the withdrawal request to check for sufficient funds and other business logics set up on the Specter Dashboard
    - To prevent double withdrawal, **Specter temporarily deducts the requested amount from the user's wallet**.

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3. **Payment Gateway Integration**:

   ○ Specter processes the withdrawal via an integrated payment gateway (e.g., RazorpayX, Stripe, PayU).
   ○ **Fund Transfer**:

      ■ The requested amount is transferred from the **GXR Bank Account** to the user's bank account.
      ■ If the **transaction fails** (e.g., due to payment gateway errors), Specter automatically **refunds the temporarily deducted amount** back to the user's wallet.

4. **Wallet Update**:

   ○ If the transaction is successful:

      ■ The wallet balance remains updated to reflect the withdrawal.

   ○ If the transaction fails:

      ■ Specter refunds the temporarily held amount, and the user's wallet balance is restored.

Key Components of the System

1. **GXR Bank Account**:

○ Centralized account for all fund flows, including deposits and withdrawals.

2. **Specter Wallet System**:

○ Internal wallet that manages all user transactions securely.

○ Handles wallet balances, deductions (GST, platform fees), and winnings.

3. **Payment Gateways**:

○ Facilitate secure movement of funds to and from the GXR Bank Account.

4. **Compliance**:

○ **GST**: Applied and recorded during entry fee deductions.

○ **Platform Fee**: Deducted as part of the entry fee and recorded as GXR revenue.

○ **TDS**: Applied to winnings before crediting the wallet.

System Flow Summary

1. **Deposits**: Specter validates deposits, creates payment orders, and credits user wallets post-payment.
2. **Competitions**: Entry fees are deducted, **GST is applied and recorded**, and the **platform fee is captured as GXR revenue**. The remaining funds form the prize pool.
3. **Winnings**: Results are validated, **TDS is deducted**, and net winnings are credited to wallets.
4. **Withdrawals**: Specter validates and processes withdrawals via payment gateways.

Conclusion

The **GXR Wallet System**, integrated with Specter, ensures:

- **Accurate fund management** with validations at every step.
- **GST and platform fee deductions** are handled seamlessly and recorded for compliance and revenue tracking.
- **Secure wallet operations**, taxation compliance (GST, TDS), and efficient prize pool management.

5. Specter Integration with KYC and AML Platforms

Specter can integrate with third-party platforms to facilitate **Know Your Customer (KYC)** and **Anti-Money Laundering (AML)** processes, ensuring secure and compliant user onboarding and transaction monitoring.

Suggested 3rd party partner - Idfy

1. **KYC Integration**:

   - Verifies user identities during onboarding.
   - Ensures only verified users can access the platform and participate in RMG activities.

2. **AML Integration**:

   - Monitors transactions against regulatory lists (e.g., sanctions, PEP, adverse media).
   - Identifies and flags suspicious activities to maintain compliance with financial regulations.

This integration supports secure operations while aligning with necessary regulatory standards.

GXR App - Social Module Open Specifications

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1. Overview

The GXR App ("Home of Football") is a comprehensive mobile platform that integrates social engagement, live football streaming, and real-money gaming (RMG). This document outlines the technical specifications for the development of the Social Module backend by a third-party development team.

The GXR App consists of two primary backend systems:

1. **Specter Backend**: Existing system that handles authentication, user management, gaming, loyalty/missions, and core platform functionality
2. **Social Backend**: New system to be developed by the third party to handle social features

This document provides recommendations and guidelines for the Social Backend development and how it will integrate with both the GXR mobile application and the Specter Backend.

2. System Architecture

2.1 Architecture Overview

The GXR App architecture consists of three main components that interact with each other:

1. **Mobile Client Application**: React Native-based mobile app that communicates directly with both backend systems
    - Communicates with Specter for authentication, gaming, and loyalty features
    - Communicates with Social Backend for all social features
2. **Specter Backend**: Existing backend system that handles:
    - User authentication and profile management
    - Real-money gaming (RMG) features
    - Loyalty, missions, and achievements
    - Game state and wallet management
3. **Social Backend (to be developed)**: New backend system responsible for:
    - Social feed and posts management
    - User social profiles and relationships
    - Stories functionality
    - Hub/forum features
    - Basic non-real-time messaging
    - Social-related notifications

2.2 Communication Flow

The communication flow between these components works as follows:

1. **Mobile Client → Specter**:
    - Initial authentication and token retrieval
    - Gaming and RMG activities
    - Mission/loyalty-related actions
2. **Mobile Client → Social Backend**:
    - All social feature requests (feed, posts, comments, etc.)
    - The mobile client sends the Specter authentication token with all requests
3. **Social Backend → Specter**:
    - Token validation requests to verify user authentication using Specter's existing validation endpoints
    - User profile synchronization requests using Specter's existing user profile endpoints
    - No direct database access between systems

2.3 Authentication Flow

The authentication process follows these steps:

1. User logs in via the Mobile Client using either email/password or phone/OTP
2. Specter authenticates the user and issues a JWT token to the Mobile Client
3. For social features, the Mobile Client includes this token in requests to the Social Backend
4. The Social Backend validates this token using Specter's existing token validation API
5. After validation, the Social Backend processes the request and returns the response

2.4 Notification System

The notification system implementation will need to be discussed and finalized between the Specter team and the Social Backend team. Here are some key considerations:

1. **Single Firebase/OneSignal Configuration:**
    - Both teams will need to agree on how this configuration is shared and managed
2. **Notification Responsibilities:**
    - Social Backend will need to store and manage social notifications (likes, comments, etc.)
    - The implementation of push notification delivery needs further discussion
3. **Open Discussion Point:**
    - The notification implementation strategy should be finalized during the planning phase

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    - Both teams should collaborate to determine the most effective notification architecture
    - The goal is to provide a unified notification experience for users while maintaining clear separation of responsibilities

3. Features & Screens

Based on the existing app screens, the Social Backend should support the following key features:

3.1 Social Feed

Support for the main social feed screen with multiple feed types:

- “For You” (personalized) feed
- “Following” (accounts the user follows) feed
- “Trending” (popular content) feed

Various post types should be supported, including standard text posts, image posts, video posts, polls, and other content types as shown in the app screens.

3.2 User Profiles

Support for user profile screens with:

- User stats (followers, following, posts)
- User post history display

3.3 Stories

Support for ephemeral content (stories):

- Story creation and retrieval
- 24-hour expiration logic
- Story viewing tracking
- Live status indicators

3.4 Hubs & Communities

Support for forum-like communities:

- Team/league/topic-based communities
- Match-specific hubs for fan discussions
- Post and comment organization within hubs
- Member management and moderation features
- Public and private community options

3.5 Post Creation & Interaction

Support for post creation and interaction:

- Text posts with media (images, videos)
- Polls (TBD)
- Comments and replies
- Like and reaction functionality

3.6 Basic Messaging

Support for basic messaging features (non-real-time):

- Direct messages between users
- Message history and retrieval
- Basic read status tracking

4. Suggested API Endpoints

The following are suggested API endpoints that the third-party team may consider implementing for the Social Backend. These are recommendations and can be modified as needed during the development process.

4.1 Authentication Integration

Specter already provides the following endpoints for authentication that the Social Backend should use:

POST /v2/client/auth/validate-token

```
{
    "accessToken": "string", "entityToken":
    "string"
}
```

Headers:
- api-key: "string"
- Authorization: "Bearer <token>"

POST /v2/client/player/get-profile

```
{
    "id": "string" (optional)
```

```
}
```

Headers:
- api-key: "string"
- Authorization: "Bearer <token>"

The Social Backend should integrate with these existing endpoints for token validation and user profile retrieval.

4.2 Suggested Social Feed Endpoints

Endpoint	Method	Purpose
/feed	GET	Retrieve personalized feed
/feed/followi ng	GET	Retrieve feed from followed accounts
/feed/trendin g	GET	Retrieve trending content

4.3 Suggested Posts & Content Endpoints

Endpoint	Method	Purpose
/posts	POST	Create new post
/posts	GET	Get posts with filtering
/posts/:id	GET	Get single post details
/posts/:id	PUT	Update a post
/posts/:id	DELETE	Delete a post
/posts/:id/like	POST	Like a post
/posts/:id/unli ke	POST	Unlike a post

4.4 Suggested Comments Endpoints

Endpoint	Method	Purpose
/posts/:id/comments	GET	Get post comments
/posts/:id/comments	POST	Add a comment
/comments/:id	GET	Get comment details
/comments/:id	PUT	Update a comment
/comments/:id	DELETE	Delete a comment
/comments/:id/replies	GET	Get comment replies
/comments/:id/replies	POST	Add a reply

4.5 Suggested Stories Endpoints

Endpoint	Method	Purpose
/stories	GET	Get available stories
/stories	POST	Create a story
/stories/:id	GET	Get story details
/stories/:id/views	GET	Get story viewers
/stories/:id/views	POST	Mark story as viewed

4.6 Suggested User Endpoints

Endpoint	Method	Purpose
/users/:id	GET	Get user profile
/users/:id/posts	GET	Get user posts
/users/:id/follow	POST	Follow a user
/users/:id/unfollow	POST	Unfollow a user
/users/followers	GET	Get user's followers
/users/following	GET	Get users being followed
/users/search	GET	Search for users

4.7 Suggested Hubs Endpoints

Endpoint	Method	Purpose
/hubs	GET	Get list of hubs
/hubs	POST	Create a hub
/hubs/:id	GET	Get hub details
/hubs/:id	PUT	Update hub details
/hubs/:id/join	POST	Join a hub
/hubs/:id/leave	POST	Leave a hub
/hubs/:id/posts	GET	Get hub posts
/hubs/:id/posts	POST	Create post in hub
/hubs/:id/members	GET	Get hub members

4.8 Suggested Messaging Endpoints

Endpoint	Method	Purpose
/messages	GET	Get all message threads
/messages/:userId	GET	Get message thread with user
/messages/:userId	POST	Send message to user
/messages/:userId/read	POST	Mark messages as read

5. Data Models

The following are suggested data models that the Social Backend might implement. These are provided as a reference and can be adapted based on implementation requirements.

5.1 User Profile

```
{
    "id": "string", "username":"string",
    "display_name": "string", "bio":"string",
    "avatar_url":"string",
    "cover_image_url": "string", "verified":
    boolean,
    "team": "string (FCB, RMA, etc.)",
    "favorite_teams":["string"], "favorite_leagues":
    ["string"], "followers_count":number,
    "following_count":number, "posts_count":
    number,
    "level":number, "points": number,
    "badges": [
        {
            "id": "string",
            "name": "string",
            "icon": "string"
        }
    ],
    "created_at": "ISO timestamp",
    "updated_at":"ISO timestamp"
}
```

5.2 Post


```
{
  "id": "string", "user": {
    "id": "string", "username":"string",
    "display_name": "string", "avatar_url":
    "string", "verified":boolean, "team":
    "string", "level": number
  },
  "content": {
    "type":"text" | "image" | "video" | "carousel" | "poll" | "update", "text":"string",
    "caption": "string", "media": [
      {
        "type": "image" | "video",
        "url":"string", "thumbnail_url":
        "string", "width":number, "height":
        number, "duration":number
      }
    ],
    "poll": {
      "question": "string", "options": [
        {
          "id": "string",
          "text": "string", "votes": number
        }
      ],
      "total_votes": number, "expires_at": "ISO
      timestamp"
    }
  },
  "hub_id": "string", "stats": {
    "likes": number,
```

```
    "comments": number, "shares":
    number
  },
  "liked_by_user": boolean, "created_at":
  "ISO timestamp", "updated_at":"ISO
  timestamp"
}
```

5.3 Comment

```
{
  "id": "string",
  "post_id": "string", "user": {
    "id": "string", "username":
    "string", "avatar_url": "string",
    "verified":boolean, "team":
    "string", "level":number,
    "badge":"string"
  },
  "text":"string", "liked":number,
  "parent_id": "string", "replies": [
    {
      "id": "string", "user": {
        "id": "string", "username":
        "string", "avatar_url": "string"
      },
      "text":"string", "timestamp": "ISO
      timestamp"
    }
  ],
  "timestamp": "ISO timestamp"
}
```

5.4 Story

```
{
    "id": "string", "user": {
        "id": "string", "username": "string",
        "avatar": "string", "verified":
        boolean
    },
    "isLive": boolean, "content": {
        "type": "image" | "video",
        "media": "string",
        "caption": "string", "duration":
        number
    },
    "viewers_count": number, "created_at":
    "ISO timestamp", "expires_at":"ISO
    timestamp"
}
```

5.5 Hub/Community

```
{
    "id": "string",
    "name": "string",
    "topic":"string", "match_time":
    "string", "match_status": "string",
    "current_score":{
        "home": number, "away":
        number
    },
    "teams": {
        "home": {
            "name":"string", "shortName":
            "string", "logo":"string"
        },
        "away": {
            "name":"string", "shortName":
            "string",
```

```
        "logo": "string"
      }
   },
   "live": boolean, "members_online": number,
   "total_members": number,
   "active_predictions": number, "background":
   "string", "team_tags": ["string"],
   "privacy": "public" | "private" | "unlisted", "created_at": "ISO
   timestamp",
   "updated_at": "ISO timestamp"
}
```

5.6 Message

```
{
   "id": "string", "thread_id": "string",
   "sender_id": "string", "receiver_id":
   "string", "sender": {
      "id": "string", "username": "string",
      "avatar_url": "string"
   },
   "text": "string", "media": {
      "type": "image" | "video",
      "url": "string", "thumbnail_url":
      "string"
   },
   "read":boolean, "created_at": "ISO
   timestamp"
}
```

5.7 Notification

```
{
   "id": "string",

   "type": "like" | "comment" | "follow" | "mention" | "hub_invite", "actor": {
      "id": "string", "username": "string",
      "avatar_url": "string"
   },
   "target": {
      "type": "post" | "comment" | "user" | "hub", "id": "string"
   },
   "content": "string", "read":
   boolean,
   "created_at": "ISO timestamp"
}
```

6. Authentication & Security Requirements

6.1 Authentication Flow

The Social Backend should implement the following authentication process:

1. Receive requests from the Mobile Client with Specter JWT token in Authorization header
2. Validate the token using Specter's existing validation endpoint
3. Extract user identity from the token
4. Process the request based on the authenticated user's permissions
5. Return appropriate responses with proper status codes

6.2 Security Requirements

1. All API requests must be made over HTTPS
2. Proper API key management for Specter backend communication
3. Rate limiting for all endpoints to prevent abuse
4. Input validation on all requests
5. Content moderation systems for user-generated content
6. Secure storage of user data
7. Regular security audits
8. Data privacy compliance

---

7. Performance Requirements

7.1 API Performance

The Social Backend should meet the following performance criteria:

1. **Scalability:**
    - Support for 100,000+ concurrent users
    - Ability to handle traffic spikes during major matches

7.2 Media Handling

1. **Image optimization:**
    - Multiple resolutions for different device sizes
    - Progressive loading
    - Efficient format selection (WebP, JPEG, etc.)
2. **Video optimization:**
    - Thumbnail generation
    - Multiple quality levels
    - Efficient caching strategies

8. Testing Requirements

8.1 Testing Approach

The Social Backend should be thoroughly tested using:

1. **Unit testing**: For core business logic
2. **Integration testing**: For API endpoints and Specter integration
3. **Performance testing**: To validate performance requirements
4. **Security testing**: To identify vulnerabilities

9. Deliverables

The third-party development team is expected to deliver:

9.1 Backend Development

1. Complete Social Backend implementation with all required API endpoints
2. Database schema and data models
3. Integration with Specter APIs for authentication
4. Notification system implementation as agreed upon in planning
5. Media handling and optimization

9.2 Documentation

1. API documentation for all endpoints (OpenAPI/Swagger/Postman)
2. Integration guide for the Mobile Client team
3. Deployment and operation instructions
4. Database schema documentation

9.3 DevOps Support

1. Deployment scripts and configuration
2. Monitoring setup
3. Backup and disaster recovery processes

9.4.1 Infrastructure Provisioning & Management

- Designing and deploying the complete cloud infrastructure required for the Social Backend
- Selecting appropriate cloud services and infrastructure components based on performance requirements
- Provisioning and configuring all production, staging, and development environments
- Infrastructure-as-code implementation for reproducible deployments

9.4.2 Operational Management

- Monitoring and operational support of the production environment
- Performance optimization and scaling of resources as needed
- Security patch management and regular system updates
- Implementation of logging and alerting systems
- Incident response and resolution

9.4.3 Maintenance & Updates

- Regular maintenance windows and planned downtime management
- Database maintenance including backups, optimization, and scaling
- System upgrades and security patches
- Coordinating deployment schedules with the Specter team

9.4.4 Capacity Planning

- Monitoring resource utilization and planning for capacity increases
- Implementing auto-scaling solutions where appropriate
- Providing regular capacity planning reports and recommendations

---

10. Appendix

10.1 Glossary

- **GXR**: The parent app platform (“Home of Football”)
- **Specter**: The core backend service handling authentication, user management, and gaming features
- **Social Backend**: The backend system to be developed for social features
- **Hub**: Topic or interest-based community within the Social Module
- **Story**: Ephemeral content that disappears after 24 hours
- **RMG**: Real Money Gaming features within the platform

10.2 Reference Materials

- Figma prototype links:
  - Old Prototype:

    https://www.figma.com/proto/gCYHVmFdr6CqUcyqbQd9vD/GXR-Prototype?pag e-id=1%3A2865&node-id=1%3A2872&scaling=min-zoom&content-scaling=fixed&starting-point-node-id=1%3A2872

  - New Social Features Prototype:

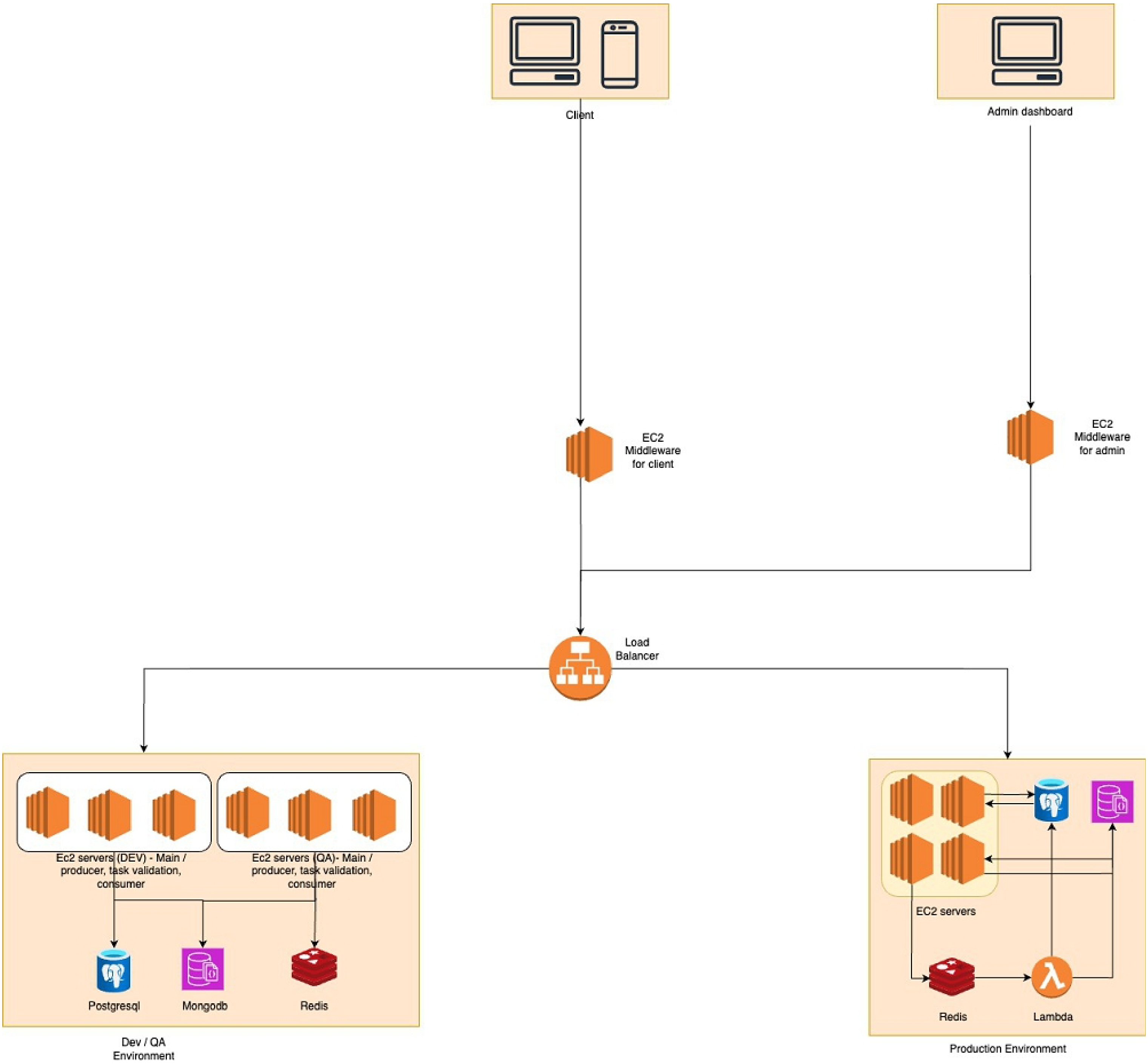
    https://www.figma.com/proto/gCYHVmFdr6CqUcyqbQd9vD/GXR-Prototype?pag e-id=253%3A2&node-id=271%3A476&scaling=min-zoom&content-scaling=fixed&starting-point-node-id=271%3A476

  - Figma Screens for all pages:

    https://www.figma.com/proto/gCYHVmFdr6CqUcyqbQd9vD/GXR-Prototype?pag e-id=0%3A1&node-id=0%3A1&scaling=min-zoom&content-scaling=fixed

- Expo Go app access instructions provided separately
- Specter Console Link: https://console.specterapp.xyz/
- Specter API Docs Link: https://doc.specterapp.xyz/
- Specter Sandbox Link: https://sandbox.specterapp.xyz/

Specter Server Architecture



GXR App - Social Module Product Requirements

1. Introduction

This document outlines the product requirements for the Social Module of the GXR App. It complements the technical specifications by focusing on user flows, screen functionality, and feature requirements from a product perspective.

2. User Personas

2.1 Primary User Personas

1. **Social Football Fan**
    - Primarily interested in connecting with other fans
    - Enjoys sharing opinions and reactions during matches
    - Follows favorite players and teams
2. **Content Consumer**
    - Primarily looks for football news, highlights, and updates
    - Reads discussions more than contributes
    - Uses the app to stay informed about football events
3. **Engaged Gamer**
    - Actively participates in RMG features
    - Shares predictions and results
    - Competitive and achievement-oriented

3. Key User Journeys

3.1 First-Time Social Experience

1. User completes initial app onboarding
2. User is prompted to select favorite teams, players, and leagues
3. Initial social feed is populated based on these preferences
4. User is guided to follow recommended accounts and join relevant hubs
5. User receives a notification about their first achievement

3.2 Daily Engagement Flow

1. User opens app and lands on the Social Feed
2. User scrolls through feed, viewing a mix of content types
3. User interacts with posts (likes, comments)
4. User checks and views available stories
5. User navigates to Live Matches or other sections based on interests

---

3.3 Match Day Experience

1. User receives notification about upcoming match
2. User accesses match-specific hub before the match
3. During match, user engages with live discussion in the hub
4. User creates and shares content about the match
5. User views related stories and posts from other fans

4. Screen Flows & Features

4.1 Social Feed Screen

Purpose: Primary entry point providing a personalized stream of content

User Story: As a user, I want to view a stream of relevant content so I can stay updated on football news, opinions, and activities from accounts I follow.

Features & Components:

1. **Top Navigation Bar**
   - App logo (left)
   - Wallet/Points indicator (right)
   - Notification bell (right)
2. **Feed Filter Tabs**
   - For You (personalized algorithm-based content)
   - Following (content exclusively from followed accounts)
   - Trending (popular content across the platform)
3. **Stories Carousel**
   - Horizontal scrolling row of circular profile icons
   - “Your Story” option with plus icon
   - Stories from followed accounts
   - LIVE indicator for streaming stories
4. **Live Matches Section**
   - Card showing current live matches
   - Team logos and score
   - “Watch Now” CTA
   - Swipeable if multiple matches are live
5. **Post Types in Feed**
   - Standard posts (text with optional media)
   - Image posts (single or multiple images)
   - Video posts (auto-play on scroll)
   - Poll posts (interactive voting)
   - Update posts (match updates, news)
   - Promo posts (special announcements)

---

6. **Post Interaction Elements**

    - Like button
    - Comment button
    - Share button
    - Action menu (report, hide, save)

Interaction Flows:

1. **Pull-to-refresh**: Updates feed with latest content
2. **Tapping story circle**: Opens story viewer screen
3. **Tapping "Your Story"**: Opens story creation flow
4. **Post engagement:**

    - Tapping like: Increments like count
    - Tapping comment: Expands comment section
    - Tapping share: Opens sharing options
    - Long-pressing: Shows reaction options

5. **Tapping "Watch Now"**: Navigates to live stream

4.2 Stories Experience

Purpose: Provide ephemeral content sharing and viewing

User Story: As a user, I want to create and view short-lived content to share moments and see real-time updates from other users.

Features & Components:

1. **Story Creation Screen**

    - Camera/gallery access
    - Text overlay tools
    - Filters and effects
    - Drawing tools
    - Stickers/GIFs
    - Audience selection (public/followers)

2. **Story Viewer Screen**

    - Fullscreen display of stories
    - Tap to skip/advance
    - Swipe to next/previous user
    - View count indicator
    - Reply input field
    - Quick reaction buttons

---

3. **Story Types**
    - Photo stories
    - Video stories (max 15 seconds)
    - Text-only stories
    - Poll stories
4. **Story Duration & Lifecycle**
    - 24-hour visibility
    - View tracking
    - Archiving options

Interaction Flows:

1. **Creating a story**:
    - Tap “Your Story” → Camera interface → Capture/select media → Add text/effects → Post
    - Stories automatically expire after 24 hours
2. **Viewing stories:**
    - Tap on a user’s story circle → View story → Swipe for more
    - Stories auto-advance after their duration
    - Tap left/right to navigate between stories

4.3 Post Creation & Interaction

Purpose: Enable users to create and interact with various content types

User Story: As a user, I want to create posts to share my thoughts, media, and engage with the football community.

Features & Components:

1. **Post Creation Screen**
    - Text input field
    - Media attachment button (photos/videos)
    - Poll creation option
    - Location tagging
    - User tagging
    - Hashtag support
    - Post visibility settings

---

2. **Post Detail Screen**
   - Complete post content
   - Like, comment, share actions
   - Comments section
   - Related content
3. **Comment Section**
   - Comment input field
   - Existing comments list
   - Reply functionality
   - Like comments option
   - Comment sorting options
4. **Poll Interaction**
   - Vote option selection
   - Real-time results display
   - Expiration countdown

Interaction Flows:

1. **Creating a post**:
   - Tap “New Post” → Enter text → Add media (optional) → Add location/tags (optional) → Post
2. **Commenting on a post:**
   - Tap comment icon → View existing comments → Enter comment → Post comment
3. **Replying to comments:**
   - Tap reply on a comment → Enter reply → Post reply
4. **Creating a poll post:**
   - Select poll option during post creation → Add question → Add options (2-4) → Set duration → Post

4.4 User Profiles

Purpose: Display user information, activity, and enable social connections

User Story: As a user, I want to view profiles to learn more about other users and manage my own profile information.

Features & Components :

1. **Profile Header**
   - Profile picture/avatar
   - Cover photo
   - Username and display name
   - Bio/About section
   - Follower/Following counts
   - Action buttons (Follow/Message)
2. **Profile Content Tabs**
   - Posts (user's created content)
   - Media (photos and videos)
   - Liked (content the user has liked)
3. **Profile Settings**
   - Edit profile information
   - Privacy settings
   - Notification preferences
   - Blocked accounts management
4. **Profile Badges/Indicators**
   - Verification badge
   - Level indicator
   - Special achievements

Interaction Flows:

1. **Viewing a profile**:
   - Tap username or avatar anywhere in the app → View profile → Scroll through content tabs
2. **Following a user:**
   - Visit profile → Tap Follow button → Button changes to Following
3. **Editing own profile:**
   - Navigate to own profile → Tap Edit Profile → Modify details → Save changes

4.5 Hubs (Community Forums)

Purpose: Provide topic-focused community spaces for discussion and content sharing

User Story: As a user, I want to join communities focused on specific teams, leagues, or football topics to engage with like-minded fans.

Features & Components:

1. **Hubs Discovery Screen**
   - ○ Featured hubs
   - ○ Recommended based on preferences
   - ○ Categories (Teams, Leagues, Topics)
   - ○ Search functionality
2. **Hub Detail Screen**
   - ○ Hub header (name, image, member count)
   - ○ Description and rules
   - ○ Join/Leave button
   - ○ Content feed specific to the hub
   - ○ Member list
3. **Match-Specific Hubs**
   - ○ Temporary hubs activated around live matches
   - ○ Match info and score updates
   - ○ Pre/during/post-match discussion tabs
   - ○ Quick access to match streaming

Interaction Flows:

1. **Discovering hubs**:
   - ○ Navigate to Discover tab → Browse hub categories → View hub details
2. **Joining a hub:**
   - ○ View hub details → Tap Join → Receive welcome notification
3. **Posting in a hub:**
   - ○ Navigate to hub → Create post (similar to main feed post creation) → Post appears in hub feed
4. **Match hub experience:**
   - ○ Receive notification about match hub → Join hub → Participate in live discussion

4.6 Messaging

Purpose: Enable basic one-to-one communication between users

User Story: As a user, I want to have private conversations with other users to discuss matches, share content, and connect personally.

Features & Components:

1. **Chat List Screen**
   - Recent conversations list
   - User search
   - Online status indicators
   - Message preview
   - Timestamp
2. **Chat Detail Screen**
   - Message history
   - Message input field
   - Media attachment option
   - User info/profile access
   - Read indicators
3. **Message Types**
   - Text messages
   - Image messages
   - Video messages

Interaction Flows:

1. **Starting a conversation**:
   - Navigate to Chat List → Tap New Message → Select recipient → Start conversation
     OR
   - Visit user profile → Tap Message button → Start conversation
2. **Sending messages:**
   - Enter text in input field → Tap send
   - Tap attachment → Select media → Add optional caption → Send

4.7 Notifications

Purpose: Keep users informed about relevant activities and engagement

User Story: As a user, I want to receive timely notifications about interactions, content from followed accounts, and important events.

Features & Components:

1. **Notification Center**
   - Chronological list of notifications
   - Notification grouping
   - Read/unread status
   - Action buttons
2. **Notification Types**
   - Like notifications
   - Comment notifications
   - Follow notifications
   - Mention notifications
   - Hub invitations
   - Message notifications
   - System notifications

Interaction Flows:

1. **Viewing notifications**:
   - Tap notification bell icon → View list of notifications → Tap notification to navigate to relevant content
2. **Managing notification preferences:**
   - Navigate to Settings → Notification Settings → Toggle preferences for different notification types

5. Content Types & Specifications

5.1 Post Types

1. **Standard Text Post**
   - Text: Up to 500 characters
   - Optional media: Up to 4 photos or 1 video
   - Support for @mentions and #hashtags
2. **Media Post**
   - Photos: Up to 10 images, swipeable carousel
   - Videos: Up to 2 minutes, auto-play in feed with sound off
   - GIFs: Standard format support
3. **Poll Post**
   - Question text: Up to 200 characters

- Options: 2-4 choices
- Duration: 1 hour to 7 days
- Results visibility settings

5.2 Story Specifications

1. **Story Duration**
    - Photos: 5 seconds by default (user adjustable)
    - Videos: Up to 15 seconds
2. **Story Media Requirements**
    - Photos: Support for portrait, landscape, and square formats
    - Videos: Support for portrait, landscape, and square formats
    - Text-only: Colored backgrounds with typography options
3. **Story Interactions**
    - Quick reactions (emoji responses)
    - Direct replies
    - Sharing to feed

5.3 Comment Specifications

1. **Comment Structure**
    - Text: Up to 300 characters
    - Optional single image attachment
    - Support for @mentions
    - Nested replies (up to 3 levels deep)
2. **Comment Sorting Options**
    - Most relevant (default)
    - Newest first
    - Oldest first
    - Most liked

---

6. User Journey Maps

6.1 New User Onboarding to Social Engagement

Journey Touchpoints:

1. User downloads the GXR App
2. User creates an account (email/phone) or signs in with social
3. User selects preferred teams, leagues, and players
4. User is presented with suggested accounts to follow
5. User's personalized social feed is generated

6.2 Creating and Sharing Content

Journey Touchpoints:

1. User decides what type of content to create (post, story, poll)
2. User creates the content using the appropriate tools
3. User previews and edits the content before sharing
4. User publishes the content to feed or specific hub
5. User engages with feedback (likes, comments, shares)

6.3 Match Day Social Experience

Journey Touchpoints:

1. User browses pre-match content and discussions
2. User joins the match-specific hub
3. User watches match through the live streaming feature
4. User participates in post-match reactions and analyses

7. Feature Requirements by Priority

7.1 Must-Have Features (MVP)

1. **Social Feed**
    - Basic feed functionality with the three tab types (For You, Following, Trending)
    - Standard post types (text, image, video)
    - Basic interaction capabilities (like, comment, share)
2. **User Profiles**
    - Profile viewing and editing
    - Follow/unfollow functionality
    - Basic user search

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3. **Hubs**
   - Hub discovery and joining
   - Hub-specific content feeds
   - Basic team and league hubs
4. **Basic Messaging**
   - One-to-one messaging
   - Text and image support
   - Conversation history
5. **Post Creation**
   - Text posts with media attachment
   - Basic formatting options
   - Posting to main feed or hubs

7.2 High-Priority Features

1. **Stories**
   - Story creation and viewing
   - 24-hour expiration logic
   - Basic interaction (view tracking)
2. **Enhanced Feed**
   - Media carousel support
   - Video auto-play
   - Advanced sorting algorithms
3. **Comments & Replies**
   - Nested comment replies
   - Comment likes
   - @mentions in comments
4. **Match-Specific Hubs**
   - Temporary hubs for live matches
   - Match information integration

7.3 Nice-to-Have Features

1. **Advanced Stories**
   - Interactive poll stories
   - Location tagging
   - Multiple media types in one story

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2. **Enhanced Messaging**
   - Read receipts
   - Typing indicators
   - Rich media previews
3. **Content Discovery**
   - Advanced content recommendation algorithms
   - Explore page with trending topics
   - Content categorization
4. **Bookmarking & Collections**
   - Save posts for later
   - Organize saved content into collections
   - Private/public collection options

8. Integration Requirements

8.1 Specter Backend Integration

The Social Module must integrate with the following Specter features:

1. **Authentication & User Identity**
   - Single sign-on between systems (Cognito) or Suggested Authentication using Specter Validate Token as mentioned above
   - User profile synchronization
   - Authorization token validation
2. **Wallet & Points System**
   - Display wallet balance from Specter
   - Show GXR points/stars earned through social engagement
   - Redirect to appropriate screens for transactions
3. **Notifications**
   - Unified notification experience
   - Clear handoff for different notification types
   - Consistent notification styling

8.2 Content Syncing

The following content types should be synchronized between systems:

1. **User Profile Information**
    - Basic information (name, username, email)
    - Profile picture and cover photo
    - Level and achievement information
2. **Preference Settings**
    - Favorite teams and leagues
    - Language and region preferences
    - Privacy settings

9. Implementation Considerations

9.1 Phased Rollout Approach

1. **Phase 1: Core Social Foundation**
    - Social feed (basic functionality)
    - User profiles and connections
    - Basic posting capabilities
    - Authentication integration
2. **Phase 2: Engagement Features**
    - Comments and replies
    - Hub functionality
    - Basic notifications
    - Enhanced post types
3. **Phase 3: Rich Media & Advanced Features**
    - Stories implementation
    - Messaging functionality
    - Advanced media support
    - Enhanced search and discovery

9.2 Testing Focus Areas

1. **User Experience Testing**
    - Navigation flow efficiency
    - Content discovery effectiveness
    - Posting and interaction simplicity
    - Overall engagement metrics

---

2. **Performance Testing**
    - Feed loading times
    - Media loading optimization
    - Interaction responsiveness
    - Battery and data usage
3. **Integration Testing**
    - Authentication handoff
    - Profile synchronization
    - Cross-system notifications
    - Wallet and points display

10. Success Metrics

10.1 Engagement Metrics

1. **Daily Active Users (DAU)**
    - Target: 30% of total user base within 3 months
2. **Content Creation**
    - Posts per active user: 2+ weekly
    - Stories created: 15% of DAU daily
3. **Interactions**
    - Likes per post: 5+ average
    - Comments per post: 2+ average
    - Shares per post: 0.5+ average

10.2 Retention Metrics

1. **Social Feature Retention**
    - 7-day retention: 40%+
    - 30-day retention: 25%+
2. **Time Spent**
    - Average session duration: 8+ minutes
    - Daily time spent on social features: 12+ minutes

10.3 Growth Metrics

1. **Network Expansion**
    - Average connections per user: 15+ after 2 months
    - Hub membership: 3+ hubs per user
2. **Viral Coefficient**
    - K-factor: 0.3+ (each user brings 0.3 new users through sharing)

11. Conclusion

This product requirements document outlines the user flows, screen functionality, and feature priorities for the GXR App Social Module. It should be used in conjunction with the technical specifications document to guide the development and implementation of the social features.

The focus should remain on creating a seamless social experience that enhances football fandom, encourages engagement, and integrates smoothly with the existing Specter backend services while maintaining a distinct user experience that puts social interaction at the forefront.

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1. **Content Discovery & Feed Algorithms**

1.1 "For You" Feed Logic

Purpose: Personalized content feed that shows most relevant posts to each user

Content Selection Criteria:

- **User Interest Signals**

    1. Teams/players the user follows (highest weight)
    2. Content types user engages with most (videos, images, polls)
    3. Topics from hubs user has joined
    4. Engagement patterns (what time they're active, what they interact with)

- Content Scoring Factors

    1. **Relevance Score (40% weight)**

        - Match with user's favorite teams/leagues
        - Author is someone user follows
        - Content from user's joined hubs
        - Similar to previously engaged content

    2. **Engagement Score (30% weight)**

        - Total engagement (likes + comments + shares)
        - Engagement velocity (how fast it's getting engagement)
        - Engagement from user's network (friends' activity)

    3. **Freshness Score (20% weight)**

        - Newer content gets priority
        - But exceptional older content can still appear
        - Posts older than 7 days rarely shown

    4. **Quality Score (10% weight)**

        - From verified/elite users
        - High-quality media (not blurry/low-res)
        - Meaningful text content (not just emojis)

Diversity Rules:

- No more than 2 posts in a row from same author
- Mix content types (don't show 5 videos in a row)
- Include at least 20% content from new sources user hasn't seen
- Balance between different teams/topics user follows

1.2 "Following" Feed Logic

Purpose: Chronological feed from accounts user explicitly follows

Display Rules:

- Pure chronological order (newest first)
- Include all content from followed accounts
- No algorithmic filtering
- Group multiple posts from same user if posted within 1 hour
- Show "You're all caught up" message after showing last 48 hours of content

1.3 **"Trending" Feed Logic**

Purpose: Surface most engaging content across entire platform

Trending Qualification:

- Minimum 50 engagements in first 2 hours
- Engagement rate above platform average (currently ~5%)
- Growing engagement (not declining)
- Not from blocked/reported users

Trending Score Calculation:

- Engagement velocity matters most (engagement per hour)
- Boost for content from verified users (1.5x)
- Boost for original content vs reposts (2x)
- Decay factor - older content needs higher engagement to stay trending

Display Order:

- Sort by trending score (highest first)
- Refresh every 30 minutes
- Keep content maximum 24 hours in trending

2. Hub (Community) Features

2.1 Hub Discovery & Recommendations

Hub Categories:

1. **Team-Specific Hubs** (e.g., "Barcelona Fans")
2. **League Hubs** (e.g., "Premier League Discussion")
3. **Topic Hubs** (e.g., "Transfer News", "Match Analysis")
4. **Event Hubs** (e.g., "World Cup 2026")
5. **Local Hubs** (e.g., "Mumbai Football Fans")

Recommendation Logic:

For New Users:

- Show most popular hubs in their country
- Show hubs for teams from their selected favorite leagues
- Show general football discussion hubs

For Existing Users:

- Hubs related to their favorite teams (top priority)
- Hubs their friends are active in
- Hubs related to content they engage with
- Local hubs based on their location
- Similar hubs to ones they've already joined

Hub Ranking Factors:

1. **Relevance** - How well it matches user interests
2. **Activity** - Posts per day, active members
3. **Quality** - Low spam, good moderation
4. **Growth** - Increasing membership and engagement
5. **Network Effect** - How many user's friends are members

2.2 Hub Content Organization

Content Streams in Each Hub:

1. **Hot** - Currently most engaged content (last 24 hours)
2. **New** - Latest posts (chronological)
3. **Top** - Best content (by time period: day/week/month/all-time)
4. **Pinned** - Important posts pinned by moderators

Hub-Specific Features:

- Match threads (auto-created for relevant matches)
- Recurring discussion threads (e.g., "Monday Motivation")
- Hub-specific polls and predictions
- Member rankings/leaderboards
- Hub achievements and badges

2.3 Hub Membership & Participation

Joining Rules:

- **Public Hubs**: Instant join
- **Private Hubs**: Require approval
- **Premium Hubs**: Require subscription

Member Privileges by Reputation:

- **New Members** (0-100 points): Can view and like
- **Active Members** (100-500 points): Can post with moderation
- **Trusted Members** (500+ points): Can post without pre-moderation
- **VIP Members** (1000+ points): Can create events, polls

Reputation Points in Hubs:

- Post gets 10+ likes: +5 points
- Quality comment: +2 points
- Reported for spam: -10 points
- Post removed: -20 points

3. Social Features & User Interactions

3.1 Social Discovery

"Suggested Users to Follow" Logic:

1. Users followed by people you follow (mutual connections)
2. Active in same hubs
3. Support same teams
4. Similar engagement patterns
5. Geographic proximity (same city)

Weighting:

- Followed by 3+ users you follow: High priority
- Same favorite team + active in same hub: High priority
- Only geographic proximity: Low priority

3.2 User Activity Signals

What We Track for Personalization:

- Teams/players followed
- Content liked/shared
- Time spent viewing different content types
- Active hours (when user uses app)
- Hub participation
- Friends interacted with most

Privacy Rules:

- User can opt out of personalization
- User can clear their interest history
- User can make profile private

3.3 Content Promotion Rules

When to Boost Content:

- First post from user in a week (welcome back boost)
- Significant achievement (user reached new level)
- High-quality content from new user (encouragement boost)
- Important community announcements

Elite/Verified User Benefits:

- Content gets 1.5x visibility boost
- Appears higher in search results
- Can post longer videos
- Access to exclusive features

4. Content Moderation & Quality

4.1 Auto-Moderation Rules

Immediate Flags:

- Duplicate posts (same user, same content within 24 hours)
- Excessive hashtags (more than 5)
- Spam keywords list
- Excessive capital letters (more than 50%)
- Too many mentions (more than 5 @mentions)

Quality Thresholds:

- Minimum 10 characters for posts
- Images must be > 200x200 pixels
- Videos must be < 3 minutes (non-premium users)

4.2 Community Moderation

User Reporting:

- 3 reports = automatic review
- 5 reports = temporary hide until review
- False reports = reporter gets warning

Moderation Actions:

1. Warning (first offense)
2. 24-hour mute
3. 7-day ban
4. Permanent ban

5. Notification Logic

5.1 Push Notification Triggers

High Priority (sent immediately):

- Someone followed you
- Direct message received
- Your team is playing (match start)
- You won a prediction

Medium Priority (bundled):

- Likes on your posts
- Comments on your posts
- Friend joined a hub you're in

Low Priority (daily digest):

- Trending in your hubs
- Friend achievements
- New features

5.2 Smart Notification Timing

- Learn user's active hours
- Don't send during typical sleep hours
- Batch similar notifications
- Respect notification preferences

6. Search & Discovery

6.1 Search Ranking

When User Searches:

People Results:

1. Exact username matches (highest)

---

2. Verified/Elite users
3. Users with mutual friends
4. Active users (posted in last 7 days)

Hub Results:

1. Exact name matches
2. Most members
3. Most active
4. User's friends are members

Content Results:

1. Recent content (last 30 days)
2. High engagement content
3. From followed users/hubs
4. Matching hashtags

6.2 Hashtag Trending

Hashtag Qualifications:

- Used 50+ times in last hour
- Growing usage (not declining)
- Not in banned list

Display Order:

- Current velocity (uses per hour)
- Total uses today
- Unique users using it

7. Performance & Anti-Spam Measures

7.1 Smart Anti-Spam (Not Hard Limits)

Instead of daily limits, use behavior-based detection:

Spam Indicators:

- Posting identical content multiple times
- Posting more than 10 times in 5 minutes (clearly automated)
- Following/unfollowing same users repeatedly
- Copy-pasting same comment everywhere
- Posting links to external sites excessively

What We Actually Do:

- **Rate limiting**: Slow down actions if too rapid (e.g., can't like 100 posts in 1 second)
- **Cooldowns**: After 50 rapid actions, require 30-second break
- **Shadow restrictions**: Spammers see their content but others don't
- **New account restrictions**: Can't DM until they've been active for 24 hours

Real Users Can:

- Post as much quality content as they want
- Like everything they genuinely enjoy
- Comment on every post they care about
- Follow all the accounts they're interested in

The goal is stopping bots and spam, not limiting genuine fans who are excited about a match or having great discussions. A real football fan might post 50 times during El Clasico - that's engagement we WANT!

7.2 Content Retention

Keep it Simple:

- Posts: Kept forever (users can delete their own)
- Stories: 24 hours (standard)
- Deleted content: Actually deleted after 30 days (for recovery purposes)
- User data: Compliant with local laws

GXR Tech Stack

App Frontend

React Native: Allowing cross platform deployment across Android, iOS and Web

Databases

- **MongoDB**: MongoDB's is used for in game/app events, player stats and analytics.
- **PostgreSQL**: PostgreSQL is used for transactional data, content data, player data and configs.

Backend Framework

- **NestJS**: A progressive Node.js framework for building efficient, scalable, and maintainable server-side applications. With its modular architecture, NestJS simplifies the integration of features like authentication, event handling, and microservices.

Runtime Environment

- **Node.js**: powers the backend, ensuring high performance and scalability for real-time applications like gaming.

Admin Dashboard

- **React**: React is used for the admin dashboard, enabling smooth and interactive user experiences.

DevOps Infrastructure

1. **Cloud Infrastructure**

- **AWS (Amazon Web Services):** Specter is hosted on AWS, leveraging its scalable and secure infrastructure. The following services make up our core:
  - **EC2:** API servers
  - **S3:** Media storage
  - **Aurora:** Postgres database
  - **Lambda:** On demand compute for achievements systems, event calculations and rule validations
  - CloudFront: CDN

- **Load Balancers:** AWS Elastic Load Balancers to distribute traffic evenly across EC2 instances, ensuring high availability and fault tolerance for both client and admin services.

- **All infrastructure is contained within a private VPC**

5. **Monitoring and Logging**

- **AWS CloudWatch:** Provides detailed monitoring metrics for AWS-hosted resources.

6. **Caching and Message Queues**

- **Redis:** Used for caching to speed up data retrieval and as a message broker to handle asynchronous tasks, such as event processing.

- **AWS SQS:** Reliable message queues for task distribution and microservice communication.

Exhibit 10.33

1. Plusevo Ltd

and

2. Lottery.com Inc

Share Purchase Agreement

Contents

THIS AGREEMENT is made on 12th March 2025

PARTIES

(1) PLUSEVO LTD incorporated in Cyprus number HE 467339 whose registered office is at 1 Kalymnou, Q Merito 4th Floor, Larnaca, 6037 Cyprus (the **Seller**), and

(2) LOTTERY.COM INC., a corporation organized and existing under the laws of the State of Delaware, and having its principal office at 20808 State Hwy. 71W, Unit B, Spicewood, Texas 78669 (the **Buyer**),

(each of the **Seller** and the **Buyer** being a **Party** and together the **Seller** and the **Buyer** are the **Parties**).

BACKGROUND

A The Company (as defined below) is a private company limited by shares and is incorporated in the Republic of Cyprus. Details of the Company are set out in **Error! Reference source not found.**.

B The Seller is the legal and beneficial owner of the Sale Shares (as defined below), being in aggregate the entire allotted and issued share capital of the Company.

C The Seller has agreed to sell and the Buyer has agreed to purchase the Sale Shares on the terms of this Agreement.

D The parties have agreed that the effective date of this agreement shall be deemed to be 6 March 2025.

THE PARTIES AGREE:

1 Definitions and interpretation

1.1 In this Agreement:

Business Day	means a day, other than a Saturday, Sunday or public holiday, on which clearing banks are open for non-automated commercial business in the City of London and **Business Days** means more than one of them;
Code	the software code described in Schedule 1;
Company	means Spektrom Ltd number HE 471560 registered office 1 Kalymnou, Q Merito, 6037 Larnaca Cyprus;
Completion	means completion of the matters described in this Agreement (including the sale and purchase of the Sale Shares) by the performance by the Parties of their respective obligations in accordance with clause 4;

Initial Initial Initial

Completion Date means on or before 5 business days after the Effective Date or such other time as the parties may agree;

Encumbrance means any mortgage, claim, charge (fixed or floating), pledge, lien, hypothecation, guarantee, right of set-off, trust, assignment, right of first refusal, right of pre-emption, option, restriction or other encumbrance or any legal or equitable third party right or interest including any security interest of any kind or any type of preferential arrangement (or any like agreement or arrangement creating any of the same or having similar effect) and **Encumbrances** means more than one of them;

Effective Date 6 March 2025;

Sale Shares means the 1,000 ordinary shares of €1.00 each in the capital of the Company, being the entire allotted and issued share capital of the Company;

Seller's Field of Operation the provision to businesses (but not consumers) of a Crypto Friendly Casino Technology Platform;

Territory the world; and

VWAP means Volume Weighted Average Price.

1.2 In this Agreement, unless the context otherwise requires:

1.2.1 each gender includes the other genders;

1.2.2 the singular includes the plural and vice versa;

1.2.3 references to this Agreement include its Schedules;

1.2.4 references to clauses, sub-clauses and/or Schedules are to clauses and/or sub-clauses of and Schedules to this Agreement and references in a Schedule or part of a Schedule are to a paragraph of that Schedule or that part of that Schedule;

1.2.5 references to persons include individuals, unincorporated bodies and partnerships (in each case whether or not having a separate legal personality), bodies corporate, governments, government entities, companies and corporations and any of their successors, permitted transferees or permitted assignees;

1.2.6 references to legislation include any amendment, modification, consolidation or re-enactment of it before the date of this Agreement;

1.2.7 references to 'law' include any legislation, any common or customary law, constitution, decree, judgment, order, ordinance, treaty or other legislative measure in any jurisdiction and any directive, request, requirement, guidance or guideline (in each case, whether or not having the force of law but, if not having the force of law, compliance with which is in accordance with the general practice of persons to whom the directive, request, requirement, guidance or guideline is addressed);

Initial Initial Initial

1.2.8 references to this Agreement, any specified clause in this Agreement, any other document or any specified clause in any other document are to this Agreement, that document or the specified clause as in force for the time being and as amended, varied, novated or supplemented from time to time;

1.2.9 references to time shall mean London time, unless otherwise stated; and

1.2.10 any English legal term for any legal document, action, remedy, judicial proceeding, court, official, status, doctrine or any other legal concept shall, in relation to any jurisdiction other than England and Wales, be deemed to include the term which most nearly approximates in that jurisdiction to the English legal term.

1.3 If any provisions of the Schedules conflict with any of the other provisions of this Agreement that are not contained in the Schedules, the provisions of this Agreement that are not contained in the Schedules shall take precedence.

2 Sale and purchase of Sale Shares

This Agreement shall be deemed to take effect on the Effective Date and on the Completion Date, the Seller shall sell, or procure the sale of, the Sale Shares to the Buyer free from Encumbrances and third-party claims with full title guarantee and the Buyer shall purchase from the Seller the Sale Shares together with all rights and benefits attached or accruing to them as at Completion. The Buyer shall be entitled to all rights and advantages accruing to the Sale Shares including dividends, distributions and any return of capital declared, paid or made in respect of the Sale Shares, on or after the Effective Date.

3 Consideration

The consideration for the Sale Shares shall be One and a half million US dollars ($1,500,000) to be satisfied by the Buyer in restricted stock units of common shares in the Buyer (the "Payment-In-Kind") fixed at Three Dollars USD ($3.00) per share (the "Fixed Price") in accordance with Schedule 2 to the Seller.

4 Completion

4.1 Completion shall take place on the Completion Date at New Media Law LLP of Tapestry Building, 51-52 Frith Street, London W1D 4SH on the Completion Date, or at such other place and time as the Parties may agree. At Completion, the matters set out in clauses 4.2 and 4.3 shall be transacted.

4.2 At Completion, the Seller shall:

4.2.1 deliver, procure the delivery of, or make available to the Buyer, the documents set out in Schedule 3, Part A; and

4.2.2 procure that the matters set out in Schedule 3, shall be transacted and shall deliver to the Buyer duly signed minutes of all such resolutions together with all duly completed forms that need to be filed with the Registrar of Companies.

Initial Initial Initial

4.3 Subject to the Seller materially performing its obligations in accordance with this clause 4, at Completion, the Buyer shall satisfy the consideration of $1,500,000 in the manner set out in Schedule 2.

5 Non-compete

5.1 The Buyer shall not and shall procure that none of its Associates shall directly or indirectly:

5.1.1 compete with the Seller in the Seller's Field of Operation nor shall they offer services similar to the services offered by the Seller in the Seller's Field of Operations in the Territory; or

5.1.2 provide, deal with, market or sell any services which compete with the Seller in the Seller's Field of Operation in the Territory.

6 Warranties

6.1 The Seller warrants and represents to the Buyer that:

6.1.1 it is the sole legal and beneficial owner and the sole registered holder of the Sale Shares;

6.1.2 it is entitled to sell, or procure the sale of, and transfer the full legal and beneficial interest in the Sale Shares to the Buyer on the terms of this Agreement, without obtaining the consent or approval of any third party;

6.1.3 the Sale Shares comprise the entire issued and allotted share capital of the Company;

6.1.4 no shares in the capital of the Company have at any time been issued, and no transfers of shares in the capital of the Company have been registered, otherwise than in accordance with the memorandum and articles of association of the Company for the time being, the Companies Law (Cap 113) and further all necessary consents and approvals have been obtained for each issue and transfer of such shares;

6.1.5 the Sale Shares are fully paid or credited as fully paid and were not allotted at a discount;

6.1.6 there is no Encumbrance on, over or affecting the Sale Shares and no person has any conditional or absolute option, right of pre-emption or conversion, right to put, security interest over, right to acquire and/or the right to call for the transfer, allotment or issue of any share or loan capital of the Company or any right or interest therein and there is no agreement or other arrangement to give or create any of the foregoing and/or an Encumbrance and no person has claimed to be entitled to the same;

6.1.7 the Company has not given any guarantees of the liabilities of any person or undertaken obligations in the nature of guarantees (by whatever name called);

6.1.8 there is no liability whatsoever (whether legally binding or not) to make any payment to any third parties other than the outstanding commitment reflected in the provided management accounts to the original beneficial owners of the Company, of which will be waived. It is understood that following completion and execution of this agreement, the Company will be delivered free from any debts.

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6.1.9 details of all the rights over the Code granted to the Company or its predecessors in title are set out in Schedule 1, including its respective restrictions as detailed in Section 7 below.

6.2 The Buyer warrants and represents to the Seller that:

6.2.1 The Buyer has the full corporate power and authority to enter into this Agreement and to perform its obligations hereunder. They are no under any liquidation process, and are in good standing.

6.2.2 The execution, delivery, and performance of this Agreement by the Buyer have been duly authorized by all necessary corporate action and do not violate any applicable law, regulation, or its constitutional documents.

6.2.3 There are no claims, proceedings, or investigations pending or threatened against the Buyer that would adversely affect its ability to perform its obligations under this Agreement.

6.2.4 The Sale Shares and its assets are acquired on an "AS-IS" basis, and expressly disclaims any reliance upon any representations, warranties, or statements made by the Seller or its representatives, except as expressly set forth in this Agreement

6.2.5 The Buyer acknowledges and agrees that it has conducted its own independent due diligence checks and analysis with respect to the Company and its assets, liabilities, financial condition, operations, and any other matters deemed relevant by the Buyer. The Buyer further declares that is not relying upon any statement or representation (whether oral or written, express or implied) made by the Seller in relation to the Company and its assets except as expressly set forth in this Agreement.

6.2.6 The Buyer agrees to indemnify and hold harmless the Seller against any losses, liabilities, or claims arising from the Buyer's breach of its warranties and obligations under this Agreement.

6.3 Subject to clause 6.1, the Seller gives no warranties hereunder in respect of the Sale Shares or the Company and it is agreed that all warranties implied by law in respect of the Sale Shares shall be excluded so far as permitted by applicable law.

6.4 The Buyer represents and warrants to the Seller that the Buyer shall provide at least $20,000 per month commencing on the Completion Date to cover the cost of a dedicated technical resource team for an indefinite period whilst the LTRYINT tech/platform is operational and being utilised by the Buyer for international activities including any company sites or brands for the purpose. The initial team, required to manage and maintain the platform will comprise of one front end developer, one backend developer, one account/content manager, one quality assurance manager and one fractional CTO.

7 Assets owned by the Company

7.1 The Company has the ownership of software 'LTRYINT', which is a replicated version of an existing intellectual property. For the avoidance of doubt 'LTRYINT' is only a copy of the technology and does not constitute the original or sole version of the software.

7.2 Restrictions on the 'LTRYINT'

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7.2.1 Use of ‘LTRYINT’ is strictly limited to the B2C market, and all activities involving ‘LTRYINT’ shall be restricted to B2C purposes only.

7.2.2 The Company can use ‘LTRYINT’ for any B2C brand or business operated directly by them, either individually or jointly, including any B2C businesses they may establish or acquire in the future, provided such businesses remain under their ownership and control.

7.2.3 The Company (or any B2C business directly owned and controlled by them) shall have the right to modify, amend, upgrade, or adapt ‘LTRYINT’ as necessary for their own internal use within the B2C market only.

7.2.4 The Company shall have the right to sublicense or transfer ‘LTRYINT’ to any business, provided that such entities use ‘LTRYINT’ solely for B2C purposes in line with the IP ASSIGNMENT AND SALE AGREEMENT dated 26th February 2025, mentioned in Schedule 1.

7.2.5 The Company is allowed to sell ‘LTRYINT’ to any entity. If sold, the new owner shall be bound by the same rights and restrictions and limitations as outlined in the IP ASSIGNMENT AND SALE AGREEMENT dated 26th February 2025, mentioned in Schedule 1 and such sale does not extend or alter the scope of use beyond the B2C market.

7.2.6 In the event of such sale or transfer, the new owner shall be entitled to use ‘LTRYINT’ within its own business activities, but only within the B2C market, and subject to the same rights, restrictions, and limitations set out in the IP ASSIGNMENT AND SALE AGREEMENT dated 26th February 2025, mentioned in Schedule 1

7.3 For the avoidance of doubt, nothing in the present agreement shall be construed as transferring ownership of the original source code, The Company has a copy of the source code which is named ‘LTRYINT’, which has restrictions to be used solely for the B2C market.

8 Miscellaneous

8.1 Variation

No amendment or variation of this Agreement shall be valid or effective unless made in writing and signed by or on behalf of the Seller and the Buyer or by their authorised representatives.

Initial Initial Initial

8.2 Relationship of Parties:

The Parties shall not be deemed to be partners or joint venturers with each other nor shall either of them be deemed to be an agent, representative, trustee or fiduciary of the other. Neither Party shall have any authority to bind the other to any agreement.

8.3 Fees and Expenses:

Each party shall be responsible for its own fees and expenses incurred in connection with this Agreement.

8.4 Announcements.

Save as may be required by Statute or regulation, no announcement shall be made regarding a pending or completed transaction or agreement between the Parties without the prior written consent of other non-announcing party such consent not to be unreasonably withheld or delayed or conditioned.

8.5 Further assurance

Each Party (at its own cost) shall, and shall use its reasonable endeavours to procure that any necessary third parties shall, execute and deliver to the Parties such other instruments and documents (including deeds) and do all such further things as may be reasonably requested by the Buyer to carry out, evidence and give effect to the provisions of and the matters contemplated by this Agreement.

8.6 Anti-Disparagement.

Neither Party will disparage, derogate, undermine, embarrass or otherwise impair the reputation, goodwill or commercial interests of the other Party or any of its executive officers, directors, partners or control persons, or portray the other Party or any of its executive officers, directors, partners and control persons, in a false, competitively adverse or poor light.

8.7 Entire agreement

8.7.1 This Agreement constitutes the entire agreement and understanding between the Parties relating to the matters contemplated by this Agreement and supersedes all previous agreements (if any and whether in writing or not) between the Parties in relation to such matters.

8.7.2 The Buyer acknowledges and agrees that, except as otherwise expressly provided for in this Agreement, it is not entering into this Agreement on the basis of, and is not relying on and has not relied on, any statement, representation, warranty or other provision (in any case whether oral, written, expressed or implied) made, given, or agreed to by any person (whether a party to this Agreement or not) in relation to the subject matter of this Agreement, provided that nothing in this clause shall exclude the Seller from liability for fraudulent misrepresentation.

8.8 Counterparts

This Agreement may be signed in any number of counterparts and by the Parties on separate counterparts, each of which, when executed and delivered by a Party, shall be an original, and such counterparts taken together shall constitute one and the same Agreement.

Initial Initial Initial

9 Notices

9.1 All notices or other communications under this Agreement will be in writing and sent to the person and address in clause 9.2. They may be given, and will be deemed received:

9.1.1 by first-class post: two Business Days after posting;

9.1.2 by airmail: seven Business Days after posting;

9.1.3 by hand: on delivery; and

9.1.4 by email: on receipt of a read return mail from the correct address.

9.2 Notices will be sent:

9.2.1 to the Seller at: Plusevo Ltd, 1 Kalymnou, “Q MERITO”, 4th floor, Agios Nikolaos, Kamares, 6037 Larnaca, Cyprus; and

9.2.2 to the Buyer at: Lottery.com Inc, 20808 State Hwy. 71W, Unit B, Spicewood, Texas 78669 USA.

9.3 Either Party may change the address to which such notices to it are to be delivered by giving not less than five Business Days’ notice to the other Party.

10 Confidential Information

10.1 Each Party undertakes that it shall keep the terms of this Agreement, any information that it has acquired that is confidential in nature concerning the other Party (including, without limitation, its business, affairs, customers, clients, suppliers, plans or strategy or that of any member of the group of companies to which the other party belongs) and any information developed by either Party in performing its obligations under, or otherwise pursuant to this Agreement (**Confidential Information**) confidential and that it shall not use or disclose the other Party’s Confidential Information to any person, except as permitted by clause 10.2.

10.2 A Party may:

10.2.1 disclose any Confidential Information to any of its employees, officers, representatives or advisers (**Representatives**) who need to know the relevant Confidential Information for the purposes of the performance of any obligations under this Agreement, provided that such party must ensure that each of its Representatives to whom Confidential Information is disclosed is aware of its confidential nature and agrees to comply with this clause 10 as if it were a Party;

10.2.2 disclose any Confidential Information as may be required by law, any court, any governmental, regulatory or supervisory authority (including, without limitation, any securities exchange) or any other authority of competent jurisdiction to be disclosed; and

10.2.3 use Confidential Information only to perform any obligations under this Agreement.

10.3 On termination of this clause 10, all Confidential Information relating to or supplied by a Party and which is or should be in the other Party’s possession will be returned by the other Party or (at the first Party’s option) destroyed and certified by an officer of the Party destroying it as destroyed.

10.4 This clause 10 will remain in force for as long as the information in question remains confidential.

11 Governing law and jurisdiction

11.1 This Agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of the Republic of Cyprus.

11.2 The Parties irrevocably agree that the courts of the Republic of Cyprus shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).

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SCHEDULE 1 THE CODE

The code contained in the repository at https://github.com/ltryint.

A copy of the LTRYINT white paper, Document Version 1.5 describing the code is appended to this Agreement.

The IP Assignment and Sale Agreement dated 25th February 2025, in which the Company acquired the IP 'LTRYINT',

Initial Initial Initial

SCHEDULE 2 PAYMENT IN KIND

(a) First Payment: The equivalent of Three Hundred Thousand Dollars ($300,000.00) in restricted stock units of common shares in the Buyer. at the Fixed Price (the “First Payment”) issued on the thirty first day following the Completion Date (the “First Issuance Date”). The restricted stock units of common stock in the Buyer. underlying the First Payment shall fully vest on the First Issuance Date. The restricted stock units of common shares in the Buyer. that constitute the First Payment shall include full piggyback registration rights for the benefit of Seller. The restricted stock units of common stock in Lottery.com that constitute the First Payment shall be restricted for a period of six (6) months immediately following the Closing Date and shall then be unrestricted;

(b) Second Payment: The equivalent of Three Hundred Thousand Dollars ($300,000.00) in restricted stock units of common shares in the Buyer. at the Fixed Price (the “Second Payment”) issued on the thirty first day following the expiration of ninety (90) days after the Completion Date (the “Second Issuance Date”). The restricted stock units of common stock in the Buyer underlying the Second Payment shall fully vest on the Second Issuance Date. The restricted stock units of common shares in the Buyer that constitute the Second Payment shall include full piggyback registration rights for the benefit of Seller. The restricted stock units of common stock in the Buyer that constitute the Second Payment shall be restricted for a period of twelve (12) months immediately following the Completion Date and shall then be unrestricted;

(c) Third Payment: The equivalent of Three Hundred Thousand Dollars ($300,000.00) in restricted stock units of common shares in the Buyer at the Fixed Price (the “ Third Payment”) issued on the thirty first day following the expiration of one hundred and eighty (180) days after the Completion Date (the “Third Issuance Date”). The restricted stock units of common stock in the Buyer underlying the Third Payment shall fully vest on the Third Issuance Date. The restricted stock units of common shares in the Buyer that constitute the Third Payment shall include full piggyback registration rights for the benefit of Seller. The restricted stock units of common stock in the Buyer that constitute the Third Payment shall be restricted for a period of eighteen (18) months immediately following the Completion Date and shall then be unrestricted;

(d) Fourth Payment: The equivalent of Three Hundred Thousand Dollars ($300,000.00) in restricted stock units of common shares in the Buyer at the Fixed Price (the “Fourth Payment”) issued on the thirty first day following the expiration of two hundred and seventy (270) days after the Completion Date (the “Fourth Issuance Date”). The restricted stock units of common stock in the Buyer underlying the Fourth Payment shall fully vest on the Fourth Issuance Date. The restricted stock units of common shares in the Buyer that constitute the Fourth Payment shall include full piggyback registration rights for the benefit of Seller. The restricted stock units of common stock in the Buyer that constitute the Fourth Payment shall be restricted for a period of twenty four (24) months immediately following the Completion Date and shall then be unrestricted; and

(e) Fifth and Final Payment: The equivalent of Three Hundred Thousand Dollars ($300,000) in restricted stock units of common shares in the Buyer at the Fixed Price (the “Fifth and Final Payment”) on the thirty-first (31st) day following the expiration of three hundred sixty-five days (365) days after the Completion Date (the “Fifth and Final Issuance Date”). The restricted stock units of common shares in the Buyer underlying the Fifth and Final Payment shall fully vest on the Fifth and Final Issuance Date. The restricted stock units of common shares in the Buyer that make the Fifth and Final Payment shall be restricted for a period of thirty (30) months immediately following the Completion Date and shall then be unrestricted.

In the event that the closing price of the restricted stock units of common shares in the Buyer issued to the Seller forming the Payment-In-Kind is lower than the Fixed Price on the six (6) month anniversary of the issuance date (whether the First Issuance Date, Second Issuance Date, Third Issuance Date, Fourth Issuance Date or Fifth and Final Issuance Date) (collectively the “Anniversary Issuance Price”), then the Fixed Price shall be adjusted downward to the VWAP of the common stock of the Buyer for the five (5) consecutive trading days immediately preceding the six (6) month anniversary date of the relevant issuance date. Accordingly, Buyer shall be obligated to tender Seller additional restricted stock units of common shares in the Buyer to make up the difference between the Fixed Price and the Anniversary Issuance Price at Three Dollars USD ($3.00).

Initial Initial Initial

SCHEDULE 3
SELLER DELIVERABLES AND COMPANY BOARD MEETING

Part A
Documents to be delivered by the Seller on Completion

1 At Completion, the Seller shall deliver, procure the delivery of, or make available to the Buyer, the following documents:

1.1 A proper instrument of transfer, duly signed by the Seller as transferor and the Buyer as transferee delivered to the Company, accompanied by the definitive share certificates of the Sale Shares (or an indemnity in a form satisfactory to the Buyer in relation to any lost or damaged share certificate).

1.2 A completed Registrar's form (HE57) to be filed with Registrar of Companies within 14 days of Completion

1.3 A certified copy of the minutes recording the resolution of the board of directors of the Seller authorising, amongst other things, the sale of the Sale Shares and the execution of the transfers in respect of them, and the execution and delivery of this Agreement.

1.4 The certificate of incorporation, registers and minute and other record books (fully written up to the time immediately prior to Completion) and share certificate books of the Company

1.5 Relevant notification shall be submitted to the Cyprus Registrar of Companies

Part B
Board Meeting of the Company

1 At Completion, the Seller shall procure that a resolution of the sole director is produced approving the registration of the instrument of transfer in the Company's register of members.

THIS AGREEMENT has been executed and delivered as a deed on the date written at the beginning of it.

Signed for and on behalf of Plusevo Ltd

Signed by:
2B7687FDE14E45E...
MERIVERIA DIRECTORS LTD
Director
3/12/2025

Signed for and on behalf of Lottery.com Inc

DocuSigned by:
CF007FEF40CA40C...
[*signature of director*]
Director

3/13/2025

Signed by:
BA47925D6BEA4FA...

3/13/2025

Exhibit 10.52

DATED___JUNE 2025

AMENDMENT TO SHARE PURCHASE AGREEMENT

amongst

DANI ALYAMOUR

DAVID COOK

PAUL DAVID SEBRIGHT

NISHANT JOHN FARIA

OSAMA MUNIR RAGHEB ALKALOTI

KGM HOLDINGS LIMITED

WEST IRELAND INVESTMENT LIMITED

TRILIV HOLDINGS LIMITED

DUPLAYS HOLDINGS LIMITED

and

LOTTERY.COM INC.

CONTENTS

CLAUSE

SCHEDULE

THIS AMENDMENT TO SHARE PURCHASE AGREEMENT (the "Amendment") is dated Mm **June 2025**

PARTIES

(1) **DANI ALYAMOUR**, a Canadian national with passport number HP123618 and whose residential address is at 107 Burj Khalifa, 500161, Dubai, UAE;

(2) **DAVID COOK**, a British national with passport number 138948587 and whose residential address is at Masakin Al Furjan, Block B 101, Al Furjan, Dubai, UAE;

(3) **PAUL DAVID SEBRIGHT**, a British national with passport number 124326446 and whose residential address is Glencruitten House, Oban, Scotland, PA34 4QB;

(4) **NISHANT JOHN FARIA**, a Canadian national with passport number AS2004407 and whose residential address is at Apt 402, Tower 6, Burj Residences, Downtown Dubai, Dubai, UAE;

(5) **OSAMA MUNIR RAGHEB ALKALOTI**, a Jordanian national with passport number 9771000767 and whose residential address is at Villa 367, Plot No. 3, Um Al Sheif, Dubai, UAE;

(6) **KGM HOLDINGS LIMITED**, a limited liability company incorporated in Ras Al Khaimah International Corporate Centre with registered number ICC20230926 and having its registered address at c/o Creative Zone FZ LLC 19th Floor, Fujairah - Creative Tower, Fujairah, P.O. Box 27363, United Arab Emirates;

(7) **WEST IRELAND INVESTMENT LIMITED**, a freezone offshore company incorporated in Jebel Ali Free Zone with registered number 197344 and having its registered address at Suite 1901, Level 19, Boulevard Plaza Tower 1, Sheikh Mohammed Bin Rashid Boulevard, Downtown Dubai, Dubai, UAE;

(8) **TRILIV HOLDINGS LIMITED**, a private limited company incorporated and registered in theADGM with company number 000004370 whose registered office is at Cloud Suite 313 - D05 & D06, 11th, Al Sarab Tower, Abu Dhabi Global Market Square, Al Maryah Island, Abu Dhabi, United Arab Emirates,

(9) **DUPLAYS HOLDINGS LIMITED**, a private limited company incorporated and registered in the ADGM with company number 000004370 whose registered office is at DD-15-134-004-007, Level 15, Wework Hub71, Al Khatem Tower, Al Maryah Island, Abu Dhabi, United Arab Emirates;

(together the **Sellers**); and

(10) **LOTTERY.COM INC.**, a Delaware corporation and having its registered address at 5049 Edwards Ranch Rd., 4th Floor, Fort Worth, Texas 76109 or Assignees, as defined by clause 9.2; (jointly or severally, the **Buyer**),

each a **Party**, and together, the **Parties**.

BACKGROUND

The Sellers have agreed to sell and the Buyer has agreed to buy the Sale Shares subject to the terms and conditions of this Amendment.

AGREED TERMS

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this Amendment.

ADGM: Abu Dhabi Global Market.

AED: United Arab Emirate Dirham, the lawful currency of the UAE.

Business: the business carried on by the Company and the Subsidiary, namely the provision of coworking space and serviced offices to, and incubation activities for the benefit of, sports-related business customers in the UAE.

Business Day: a day other than a Saturday, Sunday or public holiday in the UAE when banks are open for non-automated business.

Claim: a claim for breach of any of the Warranties.

Closing: the completion of the sale and purchase of the Closing Shares in accordance with this Amendment..

Closing Consideration: has the meaning given in clause 3.1.

Closing Date: has the meaning given in clause 4.1.

Closing Shares: the Sale Shares set out in column 3 of the table at Schedule 2.

Commission: has the meaning given in clause 3.3.

Company: Nook Holdings Limited, a private limited company incorporated and registered in the ADGM with company number 000001429 whose registered office is at DD-15-134-004-007, Level 15, Wework Hub71, Al Khatem Tower, Al Maryah Island, Al Maryah Island, Abu Dhabi, United Arab Emirates, further details of which are set out in Schedule 1.

Control:

(a) owning or controlling (directly or indirectly) more than 50% of the voting share capital of the relevant undertaking;

(b) being able to direct the casting of more than 50% of the votes exercisable at general meetings of the relevant undertaking on all, or substantially all, matters;

(c) having the right to appoint or remove directors of the relevant undertaking holding a majority of the voting rights at meetings of the board on all, or substantially all, matters; or

(d) having the power to determine the conduct of business affairs of an undertaking (whether through ownership of equity interest or partnership or other ownership interests, by contract or otherwise),

and **Controlled** and **Controlling** shall have a corresponding meaning;

Deposit: has the meaning given in clause 3.1.

Encumbrance: any interest or equity of any person (including any right to acquire, option or right of pre-emption) or any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, title retention or any other security agreement or arrangement.

Group:

(a) in respect of any person, any other person directly or indirectly Controlled by, or Controlling of, or under common Control with, that person; and

(b) in respect of any individual, any Relative of that individual.

Option Shares: 1,000,000 ordinary shares of USD0.0001 each in the Company, all of which have been issued and are fully paid and which are held by Duplays Holdings Limited, which are set out in Schedule 2.

Purchase Price: the purchase price for the Sale Shares, as set out in clause 3.1.

Relative: in relation to an individual:

(a) the spouse, parent, son, daughter, brother or sister (whether by blood or adoption) of that individual; or

(b) any person married to any of the persons specified in paragraph (a) of this definition;

Relevant Percentage: the percentage of Sale Shares held by each Seller as set out in column 4 of the table at Schedule 2.

Sale Shares: 8,500,000 preference shares and 500,000 ordinary shares of USD0.0001 each in the Company, all of which have been issued and are fully paid and which are held by the Sellers in the numbers shown in column 3 of the table at Schedule 2.

Sellers' Bank Account: means the nominated account of the shareholder of the Company nominated by all the Sellers to receive the Closing Consideration and having the following details:

Bank name:	Emirates NBD
Account name:	Nook Office DMCC
Currency:	USD
IBAN:	AE82 0260 0010 2550 5051 702

Subsidiary: Nook Office DMCC, a limited liability company incorporated under the laws of the Dubai Multi Commodities Centre with registration number DMCC107621 and having its registered address at OneJLT-02-02, One JLT, DMCC-EZ1-1AB, Jumeirah Lakes Towers, Dubai, UAE, and which is a wholly-owned subsidiary of the Company.

UAE: United Arab Emirates.

USD: United States Dollars, the lawful currency of the United States of America.

Warranties: the warranties set out in Schedule 4.

1.2 References to clauses and Schedules are to the clauses of and Schedules to this Amendment and references to paragraphs are to paragraphs of the relevant Schedule.

1.3 The Schedules form part of this Amendment and shall have effect as if set out in full in the body of this Amendment. Any reference to this Amendment includes the Schedules.

1.4 This Amendment shall be binding on and enure to the benefit of, the Parties to this Amendment and their respective successors and permitted assigns, and references to a **Party** shall include that Party's successors and permitted assigns.

1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.6 A reference to **writing** or **written** includes email (unless otherwise expressly provided in this Amendment).

1.7 A **subsidiary** is a corporate entity Controlled by another corporate entity and a **wholly-owned subsidiary** is a subsidiary which is owned 100 percent by the other corporate entity.

1.8 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.9 References to a document in **agreed form** are to that document in the form agreed by the Parties and initialled by them or on their behalf for identification.

1.10 Unless otherwise provided, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force as at the date of this Amendment. A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this Amendment under that statute or statutory provision.

2. SALE AND PURCHASE

2.1 The Sellers shall sell and the Buyer shall buy, with effect from Closing, the Sale Shares with full title guarantee, free from all Encumbrances and together with all rights attached or accruing to them on the terms and subject to the conditions of this Amendment.

2.2 The Sellers also grant to the Buyer an option to purchase all of the Option Shares on the terms set out in a call option agreement dated on or about the date thereof.

3. PURCHASE PRICE

3.1 The Purchase Price is USD 2,459,016 (two million four hundred fifty nine thousand and sixteen of which USD 271,858 has already been paid as a non-refundable deposit (**Deposit**). The remainder of USD 2,187,158 (**Closing Consideration**) shall be paid by the Buyer in cash. on or before the Closing Date.

3.2 The Purchase Price shall be deemed to be reduced by the amount of any payment made to the Buyer in respect of any Claim.

3.3 The Sellers have agreed pursuant to prior arrangements to pay to Duplays Holdings Limited and Dani Alyamour a commission of USD 122,951 being 5 per cent. of the total Purchase Price (the **Commission**) of which 2.5 per cent. is payable to Duplays Holdings Limited and 2.5 per cent. is payable to Dani Alyamour and, provided always that the Buyer shall under no circumstances have any liability to any person in respect of the Commission. The Commission will be payable by the Sellers from the proceeds of the Closing Consideration to such account as Duplays Holdings Limited and Dani Alyamour shall notify the other Sellers in respect of the Commission.

3.4 Each Seller shall be entitled to its Relevant Percentage of the Purchase Price (less the Commission).

4. CLOSINGS

4.1 Closing shall take place on or before 30 June 2025 (the **Original Closing Date**) or such date as the Parties may agree in writing (the **Closing Date**) being no more than 2 weeks from the Original Closing Date at such place as the Parties agree.

4.2 Prior to Closing, the Parties shall confirm all documents set out in Part 1 of Schedule 3 are in agreed form.

4.3 On or prior to Closing, the Sellers shall confirm to the Buyers that all documents set out in Part 1 of Schedule 3 are available in signed but undated format.

4.4 Subject to the Sellers complying with clause 4.3, the Buyer shall pay the Closing Consideration to the Sellers' Bank Account.

4.5 Payment of the Purchase Price made in accordance with clause 4.4. shall be a good and valid discharge of the Buyer's obligation towards the Sellers to pay the Purchase Price.

4.6 Upon receipt of the Closing Consideration by the Sellers, the Sellers shall release all documents set out in Part 1 of Schedule 3.

5. WARRANTIES AND UNDERTAKINGS

5.1 The Sellers warrant to the Buyer that each Warranty is, to the best of their knowledge, true, accurate and not misleading in any material respect.

5.2 Each of the Warranties is separate and, unless expressly provided otherwise, is not limited by reference to any other Warranty or any other provision in this Amendment.

5.3 The Sellers covenant with the Buyer:

(a) not to sell, transfer, assign or create (or allow to exist) any Encumbrance on any Sale Share during the term ofthis Amendment; and

5.4 to hold all Sale Shares as encumbered in favour of the Buyer pending transfer to the Buyer on the terms of this Amendment,

provided that the obligations of the Sellers pursuant to this clause 5.3 shall:

(a) cease to apply to the extent that the Sellers are no longer obliged to transfer shares to the Buyer, whether because of the termination or expiry of this Amendment, on default of the Buyer or otherwise; and

(b) not include an obligation to create any kind of registered or registerable security over the Sale Shares.

6. LIMITATIONS ON CLAIMS

6.1 The Sellers shall be jointly, but not severally, liable for any Claims.

6.2 The aggregate liability of the Sellers for all Claims shall not exceed an amount equal to the Purchase Price.

6.3 The Sellers shall not be liable for a Claim unless notice in writing of the Claim, summarising the nature of the Claim and, as far as is reasonably practicable, the amount claimed, has been given by or on behalf of the Buyer to the Sellers on or before the first anniversary of the Closing. Notwithstanding the foregoing, Buyer does not waive its right to assert any Claim(s) within the statute of limitations provided in the appropriate jurisdiction governing this Amendment.

6.4 Nothing in this clause 6 applies to exclude or limit the Sellers' liability to the extent that a Claim arises or is delayed as a result of dishonesty, fraud, wilful misconduct or wilful concealment by the Seller, its agents or advisers intended to deceive or induce the Buyer.

7. CONFIDENTIALITY AND ANNOUNCEMENTS

7.1 Except to the extent required by law or any legal or regulatory authority of competent jurisdiction:

(a) each Seller shall not (and shall procure that no member of its Group shall) at any time disclose to any person (other than its professional advisers) the terms of this Amendment or any trade secret or other confidential information relating to the Company, the Business or the Buyer, or make any use of such information other than to the extent necessary for the purpose of exercising or performing its rights and obligations under this Amendment; and

(b) subject to clause 7.2, no Party shall make, or permit any person to make, any public announcement, communication or circular concerning this Amendment without the prior written consent of the other Parties.

7.2 The Buyer may, at any time after = Closing, announce its acquisition of the Sale Shares to any employees, clients, customers or suppliers of the Company or any other member of the Buyer's Group.

7.3 Nothing in this Amendment shall prevent the Buyer from complying with any reporting, disclosure or press release obligations arising from the Buyer being listed on NASDAQ or any other regulatory obligations.

8. FURTHER ASSURANCE

The Sellers shall (and shall use reasonable endeavours to procure that any relevant third Party shall) promptly execute and deliver such documents and perform such acts as the Buyer may reasonably require from time to time for the purpose of giving full effect to this Amendment.

9. ASSIGNMENT

9.1 The Sellers may not assign, mortgage, charge, declare a trust of, or deal in any other manner with any or all of its rights and obligations under this Amendment without the prior written consent of the Buyer.

9.2 At any time, the Buyer at its sole discretion shall have the right to assign this Amendment, including any of its rights or obligations, in whole or in part, to any affiliated entities or third parties it deems necessary in the performance of this Amendment or in the operations of the Company (the **Assignees**), and no consent on the part of Seller shall be required for such assignment(s). Seller shall not be released from this Amendment by any such assignment(s).

10. ENTIRE AGREEMENT

This Amendment constitutes the entire agreement between the Parties and supersedes and extinguishes all previous discussions, correspondence, negotiations, drafts, agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to their subject matter.

11. COSTS AND SET-OFF

11.1 Each Party shall pay its own costs and expenses incurred in connection with the negotiation, preparation, execution and implementation of this Amendment and the transaction contemplated by this Amendment.

11.2 The Parties shall be entitled to set-off any amount which is due by one Party to the other Parties under this Amendment against any amount owed to the first Party by the second Party.

12. DEFAULT INTEREST

Any sums not paid when due pursuant to this Amendment shall accrue interest at the rate of two per cent. per calendar month or part thereof from the due date until the date of actual payment.

13. VARIATION AND WAIVER

13.1 No variation of this Amendment shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

13.2 No failure or delay by a Party to exercise any right or remedy provided under this Amendment or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right or remedy under this Amendment or by law is only effective if it is in writing.

13.3 Except as expressly provided in this Amendment, the rights and remedies provided under this Amendment are in addition to, and not exclusive of, any rights or remedies provided by law.

14. NOTICES

14.1 Any notice or other communication (**Notice**) to be given under this Amendment must be given in English and in writing and may be delivered in person or sent by pre-paid international courier or email (to the extent details are set out below) to the relevant Party as follows:

to the **Buyer**:

Address:	Lottery.com Inc., 5049 Edwards Ranch Rd, Fort Worth, Texas 76109
Email:	matthew.mcgahan@lottery.com
with copy to (which shall not constitute Notice):	legal@lottery.com

to the **Sellers**:

Address:	Nook Holdings Limited, DD-15-134-004-007, Level 15, Wework Hub71, Al Khatem Tower, Al Maryah Island, Al Maryah Island, Abu Dhabi, United Arab Emirates
Email:	ravi@duplays.com

or at any such other address or email address as it may notify the other Parties under this clause 14.

14.2 Any Notice shall be effective upon receipt and shall be deemed to have been received:

(a) if delivered in person, at the time of delivery;

(b) if sent by pre-paid international courier, at 9.00am on the fifth Business Day after posting or at the time recorded by the delivery service; or

(c) if sent by email, on the date a delivery receipt is received by the sender in respect of the Notice.

14.3 If any Notice is sent by email, a hard copy of such Notice shall be couriered to the recipient of the Notice immediately at the address set out in clause 14.1. No Notice in relation to the service of proceedings under clause 17 may be served by email.

15. SEVERANCE

If any provision or part-provision of this Amendment is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Amendment.

16. THIRD PARTY RIGHTS

A person who is not a party to this Amendment shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Amendment.

17. GOVERNING LAW AND JURISDICTION

17.1 This Amendment and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

17.2 Each Party irrevocably agrees that the courts of the ADGM shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Amendment or its subject matter or formation.

This Amendment has been entered into on the date stated at the beginning of it.

(The remainder of this page is intentionally left blank. Signature page follows.)

SIGNATURES

/s/ Dani Alyamour

Dani Alyamour
Date: 6/9/2025

/s/ David Cook

David Cook
Date: 6/9/2025

/s/ Paul David Sebright

Paul David Sebright
Date: 6/9/2025

/s/ Nishant John Faria

Nishant John Faria
Date: 6/9/2025

/s/ Osama Munir Ragheb Alkaloti

Osama Munir Ragheb Alkaloti
Date: 6/9/2025

/s/ Ravi Bhusari

Ravi Bhusari for and on behalf of **Duplays Holdings Limited**
Date: 6/9/2025

/s/ Mahesh Gobind Dalamal

Mahesh Gobind Dalamal for and on behalf of **KGM Holdings Limited**
Date: 6/9/2025

/s/ Mahesh Gobind Dalamal

Steven Daniel Mayne for and on behalf of **West Ireland Investment Limited**
Date: 6/10/2025

/s/ Jigar Ramesh Sagar

Jigar Ramesh Sagar for an on behalf of **Triliv Holdings Limited**
Date: 6/9/2025

/s/ Matthew McGahan

Matthew McGahan for and on behalf of **Lottery.com Inc.**
Date: 6/9/2025

Schedule 1 Particulars of the Company

Registered name:	Nook Holdings Limited
Registration number:	000001429
Place of incorporation:	ADGM
Registered office:	DD-15-134-004–007, Level 15, WeWork Hub71, Al Khatem Tower, Abu Dhabi Global Market Square, Al Maryah Island, Abu Dhabi, United Arab Emirates,
Issued share capital:	**Amount:** USD1,000
	Divided into: 1,500,000 ordinary shares and 8,500,000 preference shares of USD0.0001 each
Directors and shadow directors:	Ravi Nagesh Bhusari
	Dani Alyamour
	David Cook
	Paul David Sebright
	Davinder Rao
	Vilhelm Nikolai Paus Hedberg
	Steven Daniel Mayne
Authorised signatories:	Ravi Nagesh Bhusari
Secretary:	None

Schedule 2 Shareholdings and Sale Shares

1	2		3		4	5
	Number and class of shares held		Number of Sale Shares			
Shareholder	**Preference shares**	**Ordinary shares**	**Preference shares**	**Ordinary shares**	**Relevant Sale Percentage**	**Purchase Price allocation in USD (excluding Commission)**
Duplays Holdings Limited	500,000	1,000,000	500,000	0	5	136,612
Dani Alyamour	500,000	500,000	500,000	500,000	10	273,224
David Cook	2,000,000	0	2,000,000	0	20	546,448
Paul David Sebright	1,500,000	0	1,500,000	0	15	409,836
Nishant John Faria	1,000,000	0	1,000,000	0	10	273,224
Osama Munir Ragheb Alkaloti	1,000,000	0	1,000,000	0	10	273,224
KGM Holdings Limited	910,000	0	910,000	0	9.1	248,634
West Ireland Investment Limited	910,000	0	910,000	0	9.1	248,634
Triliv Holdings	180,000	0	180,000	0	1.8	49,180
Totals	**8,500,000**	**1,500,000**	8,500,000	500,000	90.00%	**2,459,016**

Schedule 3 Seller's Closing obligations

PART 1: CLOSING

1. DOCUMENTS TO BE DELIVERED AT CLOSING

At Closing, the Sellers shall deliver to the Buyer:

(a) transfers of the Closing Shares executed by the Sellers in favour of the Buyer;

(b) the share certificates for the Sale Shares or an indemnity for any lost certificates;

(c) resignations of all directors of the Company other than Ravi Bhusari and Davinder Rao;

(d) where required, a written resolution of the board of the Company appointing at least three (3) Buyer's representatives to the board of the Company and accepting the resignations of the resigning directors;

(e) executed copies of all documents required by the Company's registered agent to transfer the Closing Shares from the Sellers to the Buyer and removing the resigning directors from the board of the Company and authorised signatory positions of the Company and any person appointed by the Buyer;

(f) any corporate credit card, debit card, and all other banking documents, credentials and instruments relating to the bank accounts of the Company and the Subsidiary;

(g) signed minutes, in agreed form, of the board meeting held by the Company pursuant to paragraph 2 of this Schedule 3; and

(h) a completed and signed copy of the Disclosure Letter provided by Buyer to Company.

2. CLOSING BOARD MEETING

The Sellers shall cause a board meeting of the Company to be held at Closing at which the matters set out in this Amendment shall be resolved and approved.

Schedule 4 Warranties

1. Power to sell the Sale Shares

1.1 Each Seller has the requisite power and authority to enter into and perform this Amendment and the documents referred to in it (to which it is a party), and they constitute valid, legal and binding obligations on each Seller in accordance with their respective terms.

1.2 The execution and performance by the Sellers of this Amendment and the documents referred to in it will not breach or constitute a default under any Seller's articles of association, or any agreement, instrument, order, judgment or other restriction which binds any Seller.

2. Shares in the Company

2.1 The Sale Shares constitute 90 percent. of the allotted and issued share capital of the Company and are fully paid or credited as fully paid.

2.2 Each Seller is the sole legal and beneficial owner of the Sale Shares set against its name in column 3 of the table at Schedule 2 and is entitled to transfer the legal and beneficial title to such Sale Shares to the Buyer free from all Encumbrances, without the consent of any other person.

2.3 No person has any right to require at any time the transfer, creation, issue or allotment of any share, loan capital or other securities of the Company (or any rights or interest in them), and no person has agreed to confer or has claimed any such right.

2.4 No Encumbrance has been granted to any person or otherwise exists affecting the Sale Shares or any unissued shares, debentures or other unissued securities of the Company, and no commitment to create any such Encumbrance has been given, nor has any person claimed any such rights.

2.5 The Subsidiary is a wholly-owned subsidiary of the Company.

3. Constitutional and corporate documents

So far as each Seller is aware, all deeds and documents belonging to the Company Group (or to which it is a party) are in the possession of the Company Group.

4. Information

4.1 The particulars set out in Schedule 1 are true, accurate and complete.

4.2 All information (excluding information received by the Sellers from the Buyer) given by or on behalf of the Sellers to the Buyer (or its agents or advisers) in the course of the negotiations leading up to this Amendment, was when given, and is now, true, accurate and, so far as the Sellers are aware, complete.

5. Compliance and consents

5.1 The Company Group has at all times conducted its business in accordance with, and has acted in compliance with, all applicable laws and regulations.

5.2 The Company Group holds all licences, consents, permits and authorities necessary to carry on the Business in the places and in the manner in which it is carried on at the Closing Date (**Consents**).

5.3 Each of the Consents is valid and subsisting, the Company Group is not in breach of the terms or conditions of the Consents (or any of them) and there is no reason why any of the Consents may be revoked or suspended (in whole or in part) or may not be renewed on the same terms.

6. Effect of sale of the Sale Shares

The acquisition of the Sale Shares by the Buyer will not:

(a) cause the Company Group to lose the benefit of any right, asset or privilege it presently enjoys; or

(b) relieve any person of any obligation to the Company Group, or enable any person to determine any such obligation, or any right or benefit enjoyed by the Company Group, or to exercise any other right in respect of the Company Group.

7. No Insolvency

No insolvency event has occurred in relation to any Seller.

Exhibit 10.66

SEGG
MEDIA

January 20, 2026

United Capital Investments London Limited ("UCIL")
Unit Ss Stratford Road
Shirley, Solihull England, B90 4AA
Via Email: ***barney.battles@ucilondon.com***, ***matthew.mcgahan@ucilondon.com***, and Colin Marsh via post to 40 Holmefield Court, Belsize Grove, London, NW3 4TT

Re: Lottery.com Inc. ***dba*** **SEGG Media Corporation ("SEGG") and UCIL Termination Notice – Effective Immediately**

Dear UCIL, Mr. Battles, Mr. McGahan and Mr. Marsh:

At a recent SEGG Board of Directors (the "Board") special meeting held on January 20, 2026, the Board determined that it is in the best interest of the Company and its shareholders to terminate the financing arrangement with United Capital Investments London Limited ("UCIL") originally entered into on July 23, 2023, subsequently amended and restated on August 8, 2023, later amended on August 18, 2023, and finally amended and restated on February 16, 2024 (collectively, as amended and restated, the "UCIL Loan Agreement").

We previously advised you that the UCIL Loan Agreement is voidable. We are now informing you that the UCIL Loan Agreement is hereby terminated effective immediately ("Termination Notice").

This Termination Notice does not constitute a waiver of any of SEGG's rights. SEGG reserves all rights in law and in equity.

Sincerely,

/s/ Robert J. Stubblefield
Robert J. Stubblefield
Chief Financial Officer, and Interim Chief Executive Officer and President SEGG Media Corporation

cc: Marc Bircham Greg Potts
Christopher Gooding Tamer Hassan
Warren Macal
Paul Jordan

TERMINATION AGREEMENT

This TERMINATION AGREEMENT (this "***Termination Agreement***") is made and entered into as of January 26, 2026, by and among Lottery.com Inc., a Delaware corporation (the "***Company***") and Evergreen Capital Management, LLC, a Nevada company (the "***Purchaser***", and together with the Company, the "***Parties***", and each, a "***Party***"). Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Note (as defined below) or Purchase Agreement (as defined below), as applicable.

RECITALS

A. The Company issued that certain Senior Secured Convertible Promissory Note to the Purchaser on December 2, 2025, as amended by Amendment No. 1 to the Senior Secured Convertible Promissory Note, dated as of January 21, 2026, between the Company, as the borrower, and the Purchaser, as the holder (the "***Note***").

B. The Company and the Purchaser have entered into that certain Securities Purchase Agreement, dated as of December 2, 2025, between the Company and the Purchaser (the "***Purchase Agreement***", and together with the Note, the "***Transaction Document(s)***"), pursuant to which the Company issued the Note to the Purchaser.

C. In connection with the consummation of the transactions contemplated by the Purchase Agreement, the Parties hereto desire to terminate the Note and the Purchase Agreement on the terms and subject to the conditions set forth herein.

AGREEMENTS

NOW, THEREFORE, in consideration of the premises set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Termination of the Note and the Purchase Agreement. Subject to the terms and conditions of this Termination Agreement, the Note and the Purchase Agreement are hereby terminated effective as of the date of the delivery to the Purchaser of the Common Shares pursuant to that certain Conversion Notice #7 delivered by the Purchaser (the "***Effective Date***"), dated as of January 13, 2026 ("***Conversion Notice #7***"). From and after the Effective Date, the Note and the Purchase Agreement will be null, void, and of no further force or effect, the rights and obligations of each of the Parties thereunder shall terminate in their entirety, and no further payments will be due, or will become due, under or in respect of the Note or the Purchase Agreement.

2. Representations and Warranties. Each Party hereby represents and warrants to the other Party that:

(a) It has the full right, power, and authority to enter into this Termination Agreement and to perform its obligations hereunder.

(b) The execution of this Termination Agreement by the individual whose signature is set forth at the end of this Termination Agreement on behalf of such Party, and the delivery of this Termination Agreement by such Party, have been duly authorized by all necessary action on the part of such Party.

(c) This Termination Agreement has been executed and delivered by such Party and (assuming due authorization, execution, and delivery by the other Party hereto) constitutes the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.

(d) EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS TERMINATION AGREEMENT, (i) NEITHER PARTY HERETO NOR ANY PERSON ON SUCH PARTY'S BEHALF HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WHATSOEVER, EITHER ORAL OR WRITTEN, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, AND (ii) EACH PARTY HERETO ACKNOWLEDGES THAT, IN ENTERING INTO THIS TERMINATION AGREEMENT, IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY THE OTHER PARTY, OR ANY OTHER PERSON ON SUCH OTHER PARTY'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN THIS TERMINATION AGREEMENT.

(e) The $500,000 initial investment and $75,000 original issue discount ("***OID***") amount, as contemplated by the Note and the Purchase Agreement, have been converted, and there is no remaining amount owed to either Party under the Note and the Purchase Agreement.

(f) No covenants were breached and no Events of Default (as defined in the Note) have occurred under the Note through the date of this Termination Agreement. If the Company breached any covenants or an Event of Default occurred under the Note, the Purchaser shall not be entitled to the rights and remedies under the Note for such breach or Event of Default as of the date of such breach or occurrence.

3. Covenants.

(a) Opinion Letters. The Company agrees to deliver to the Purchaser an opinion letter from its legal counsel in connection with the remaining Common Shares pursuant to Conversion Notice #7 within one (1) business day after the date hereof.

(b) Non-Disparagement. Both Parties agree not to disparage the other party, and the other party's attorneys, directors, managers, partners, employees, agents and affiliates, in any manner likely to be harmful to them or their business, business reputation or personal reputation; provided that both Parties may respond accurately and fully to any question, inquiry or request for information when required by legal process.

(c) Filing of 8-K. The Company shall file a Current Report on Form 8-K with the U.S. Securities and Exchange Commission to announce the entry of the Parties into this Termination Agreement within four (4) business days after the date hereof, and the Company shall permit the Purchaser a reasonable opportunity to review such Current Report on Form 8-K before it is filed.

4. Delivery of Common Shares. The Parties acknowledge that the Common Shares deliverable to the Purchaser pursuant to Conversion Notice #7 have been issued by the Company, and the Company shall authorize its transfer agent to deliver the shares pursuant to Conversion Notice #7 to Purchaser within one (1) business day after the date hereof.

5. Release. In further consideration for the execution of this Termination Agreement by each Party and without limiting any rights or remedies that each Party may have, each Party hereby releases each other and each of its Related Parties (each a "Releasee" and, collectively, the "Releasees") from any and all Claims that each Party or any of its Subsidiaries has or may have against any Releasee, under the Note or any other Transaction Document, any obligation or liability owing thereunder and any legal relationship that exists or may exist between any Releasee and any of the Parties or any of their Subsidiaries under the Note or any other Transaction Document. Each Party, for itself and for its Subsidiaries, acknowledges and agrees that it or its Subsidiaries may discover information later that could have affected materially their willingness to agree to the release in this paragraph and that neither such possibility, which it took into account when executing this amendment, nor such discovery, as to which it expressly assumes the risk, shall affect the effectiveness of the release in this paragraph, and waives the benefit of any legal requirement that may provide otherwise. As used in this paragraph, (A) "Claims" means all liabilities, rights, demands, covenants, default or Event of Default, duties, obligations (including, without limitation, indebtedness, receivables and other contractual obligations), claims, actions and causes of actions, suits, disputes, judgments, damages, settlements, losses, debts, responsibilities, fines, penalties, sanctions, commissions and interest, disbursements, taxes, charges, interest, costs, fees and expenses (including, without limitation, fees, charges and disbursements of financial, legal and other advisors, consultants and professionals and, if applicable, any value-added and other taxes and charges thereon), in each case of any kind or nature, whether joint or several, whether now existing or hereafter arising and however acquired and whether or not known, asserted, direct, contingent, liquidated, due, consequential, actual, punitive or treble and (B) "Related Party" means, with respect to any Subject Person, any Affiliate of such Subject Person or of another Related Party of such Subject Person and such Subject Person's and such Affiliate's predecessors, successors, assigns, managers, members, partners, directors, officers, staff members (including, without limitation, individuals with independent contractor or similar status), agents, attorneys-in-fact, trustees, fiduciaries, representatives and advisors.

6. Miscellaneous.

(a) Governing Law. This Termination Agreement shall be governed by and construed and enforced in accordance with the internal, substantive Laws of the State of Delaware, without giving effect to the conflict of Laws principles that would apply the Laws of any other jurisdiction.

(b) Amendments. This Termination Agreement shall not be amended, modified or supplemented in any manner, whether by course of conduct or otherwise, except by an instrument in writing executed and delivered by an authorized representative of each party.

(c) Assignment. Neither Party may assign, transfer, or delegate any or all of its rights or obligations under this Termination Agreement without the prior written consent of the other Party. Any attempted assignment, transfer, or other conveyance in violation of the foregoing will be null and void. This Termination Agreement will inure to the benefit of and be binding upon each of the Parties and each of their respective permitted successors and permitted assigns.

(d) Construction. The Parties drafted this Termination Agreement without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted.

(e) Severability. If any term or provision of this Termination Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Termination Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties hereto shall negotiate in good faith to modify this Termination Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(f) Further Assurances. Each of the Parties shall, and shall cause its respective affiliates to, from time to time at the request and sole expense of the other Party, furnish the other Party such further information or assurances, execute and deliver such additional documents, instruments and conveyances, and take such other actions and do such other things, as may be reasonably necessary or appropriate to carry out the provisions of this Termination Agreement and give effect to the transactions contemplated hereby and thereby.

(g) No Third-Party Beneficiaries. This Termination Agreement benefits solely the Parties hereto and their respective permitted successors and permitted assigns, and nothing in this Termination Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Termination Agreement.

(h) Counterparts. This Termination Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. This Termination Agreement may be executed by facsimile, portable document format (pdf) or other electronically or mechanically reproduced signature and such signature shall constitute an original signature for all purposes notwithstanding any statute or decisional law to the contrary.

(i) Expenses. Each party shall pay their own legal fees, other costs and expenses of negotiating, preparing, executing and performing its obligations under this Termination Agreement.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Termination Agreement effective as of the date first set forth above.

LOTTERY.COM INC.

By: ____________________________
Name: Robert J. Stubblefield
Title: Interim Chief Executive Officer

SIGNATURE PAGE TO TERMINATION AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Termination Agreement effective as of the date first set forth above.

EVERGREEN CAPITAL MANAGEMENT, LLC

By:

Name: Jeff Pazdro

Title: Manager

SIGNATURE PAGE TO TERMINATION AGREEMENT

EXHIBIT 21.1

Subsidiaries of Sports Entertainment Gaming Global Corporation

The following is a list of the subsidiaries of Sports Entertainment Gaming Global Corporation (the "Company") as of April 1, 2026:

Subsidiary Name	Jurisdiction of Organization
AutoLotto Inc.	Delaware
Global Gaming Enterprises Inc.	Delaware
ELECTRÓNICOS Y DE COMUNICACIÓN, S.A.P.I. DE C.V. (3)	Mexico
Juega Lotto (3)	Mexico
Tinbu LLC	Florida
LDC WinTogether Inc.	Texas
LDC IP Holdings Inc.	Delaware
Sports.com Media Group Ltd	United Kingdom
Sports.com Studios Ltd	United Kingdom
Lottery.com International LTD	United Kingdom
DotCom Ventures Inc.(4)	Nevada
Veloce ESports Ltd(5)	United Kingdom
Concerts.com	Nevada
Spektrum Ltd	Cyprus

Notes:

1. The Company owns, directly or indirectly, 100% of the outstanding equity interests of each subsidiary listed above, except where otherwise indicated.
2. Certain subsidiaries may be omitted from this list as permitted under Item 601(b)(21) of Regulation S-K because, considered in the aggregate, they would not constitute a significant subsidiary as of December 31, 2025.
3. 80% ownership through Global Gaming Enterprises Inc.
4. 51% ownership as of the date of this report
5. 68% ownership as of the date of this report.

EXHIBIT 31.1

CERTIFICATION PURSUANT TO
RULES 13a-14(a) AND 15d-14(a) UNDER THE SECURITIES EXCHANGE ACT OF 1934,
AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Robert J. Stubblefield, certify that:

1. I have reviewed this Report on this Amended Report on Form 10-K/A of Sports Entertainment Gaming Global Corporation;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. I am responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15 (f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. I have disclosed, based on my most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: July 31, 2026

By: */s/ Robert J. Stubblefield*
Robert J. Stubblefield
Interim Chief Executive Officer
(Principal Executive Officer)

EXHIBIT 31.2

CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Robert J. Stubblefield, certify that:

1. I have reviewed this Amended Report on Form 10-K/A of Sports Entertainment Gaming Global Corporation;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. I am responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under my supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to me by others within those entities, particularly during the period in which this report is being prepared;

   b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under my supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report my conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter of the annual report) that has materially affected or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. I have disclosed, based on my most recent evaluation of internal control over financial reporting, to the registrant's auditor and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: July 31, 2026

By: */s/ Robert J. Stubblefield*
Robert J. Stubblefield
Chief Financial Officer and Principal Accounting Officer

EXHIBIT 32.1

CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Report of Sports Entertainment Gaming Global Corporation (the “Company”) on this Amended Report on Form 10-K/A for the year ended December 31, 2025, as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, Robert J. Stubblefield, Principal Executive Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company at the dates and for the periods indicated.

Date: July 31, 2026

By: */s/ Robert J. Stubblefield*
Robert J. Stubblefield
Interim Chief Executive Officer
(Principal Executive Officer)

EXHIBIT 32.2

CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEYACT OF 2002

In connection with the Report on this Amended Report on Form 10-K/A for the period ended December 31, 2025 of Sports Entertainment Gaming Global Corporation, a Delaware corporation (the “Company”), as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, Robert Stubblefield, Chief Financial Officer and Principal Accounting Officer of the Company certify, pursuant to 18 U.S.C. Section 1350 as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or15(d) of the Securities and Exchange Act of 1934, as amended; and

2. The information contained in this Report fairly presents, in all material respects, the financial condition and results of operation of the Company.

July 31, 2026

By: */s/ Robert J. Stubblefield*
Robert Stubblefield, Chief Financial Officer, Principal Accounting Officer