



FOR PURCHASE OF CERTAIN ASSETS OF
Next Point Host LTD

PRIVATE AND CONFIDENTIAL

May 1, 2025

Next Point Host LTD
Attn: Genko Penev

Dear Genko:

By way of this letter, we are please to provide this non-binding letter of intent for the purchase by Adly, or one of its affiliates (the “**Purchaser**”), of select assets and liabilities of Next Point Host, Inc. (collectively, the “**Company**”), by a legal entity (“**AcquisitionCo**”) to be formed by Purchaser before the Closing. Purchaser and Company shall herein be singularly referred to as a “**Party**” or collectively as the “**Parties**”. The following is a general outline of the material terms of the Transaction. We greatly appreciate the time and energy you have afforded us in discussing this opportunity and the information that has been provided thus far.

Strategic Vision

Having run a successful digital marketing and sales firm for 4 years along with over 17 years in building and growing companies, we’ve developed a playbook for bringing best in class technology, marketing, and sales talent to the companies we work with. Our aim is to build a solutions-oriented network of collaborators and allies that’s driven by modern, real world experiences, diverse perspectives, and supported by a tech and data-driven culture. By learning from real-world experiences and front-line marketers and business operators, we will bring together a best in class suite of growth talent to help serve our end users and customers.

About Adly

Adly is a team of over 250 talented individuals spanning 15 different countries. With 13 acquisitions to date, Adly has grown to \$60MM in total revenue, with an average of 40% year over year growth. We’ve built out multiple, specialized departments to help our companies to continue to grow including product, development, growth, advertising, SEO, operations, customer experience and growth. Once we acquire a company we inject our resources and capital

to test and find the best opportunities to grow and ultimately eventually exit business. Adly's team has participated in or advised over a dozen exits resulting in over \$300MM in deal value.

Transaction Overview and Structures

The acquisition of the assets by AcquisitionCo from Company shall hereafter be known as the "**Transaction**" and the date of the consummation of the Transaction shall be the "**Closing**". A Purchase Agreement will be negotiated between the Parties whereby the expectation of the Parties is that AcquisitionCo will pay consideration for the assets of the Company in the total amount of **£10,300,000.00** as more fully detailed in Section 2.1 below.

No liabilities of any kind shall be assumed by AcquisitionCo. In certain circumstances that may arise following the execution of this Letter of Intent, it may become necessary to change the structure of the acquisition from an asset to a stock purchase, but in any case, no liabilities of any kind shall be assumed by AcquisitionCo and monies will be escrowed for an agreeable amount of time in order to offset and pay such liabilities that occur post-closing.

1. Purchase Agreement. The Parties to this Letter of Intent will endeavor to finalize and execute an asset purchase agreement (the "**Purchase Agreement**") defining the Transaction which shall include the terms below and such other provisions as may be mutually agreed upon, prior to the Expiration Date (defined below).

1.1 Assets Purchased. The Transaction shall include the purchase of all of the assets of the Company pertaining to nextpointhost.com, forexvps.london, and forex-vps.us including but not limited to: (i) all right, title and exclusive interest to all patents, trademarks, trade names, technical processes, know-how or other intellectual property associated with the business of the Company, whether registered or not; (ii) all tangible and intangible property related to the business of the Company including customer lists, records, goodwill and other intangible assets; (iii) all contracts for purchases from suppliers or deliveries, to customers of the Company; (iv) all domain names, accounts (including, but not limited to Amazon account(s) and any other marketplace accounts operated by the Company) and websites used by the Company; (v) all website traffic, analytics software and accounts, graphics, content, databases, forms, internal search engines, advertising on or relating to the websites, data, programming code, user and customer lists, consumer data and all other information and property as it pertains to the websites or the operation thereof, including, but not limited to, all social media accounts, including, but not limited to, Meta, Twitter, Pinterest, Google Plus, Myspace, etc., comparison shopping accounts, Google Ads accounts, Google Merchant Center accounts, Webmaster Tools accounts, Google Analytics accounts, Microsoft Ad accounts, and any other similar accounts, services or websites used by the Company (and all users/fans/followers thereof), blogs, email accounts, servers, host accounts, applications, software and platforms used by the websites or its blog(s), and any other accounts, tools, extensions, APIs, EDIs or third party relationships or software used by the Company to operate, or that has been collected or used during the operation of, the websites; (vi) all third party relationships, contracts and arrangements with vendors, suppliers, customers, companies, persons or any other relationships having any effect whatsoever on the

operation or business of the Company; (vii) all inventory, machinery, furniture, fixtures, equipment, tools, dies, molds or any other equipment of any kind used to create products for the Company, including but not in any way limited to, etching machines, computers, monitors, wiring, racking, tables, packaging, shipping materials, etc.; and (viii) any other assets of any nature whatsoever that are related to or used in connection with the business of the Company and its goodwill.

2. Total Consideration. The total Purchase Price (“**Purchase Price**”) of **£10,300,000.00** shall be payable to the ownership of the Company pursuant to the following terms and conditions:

2.1 Guaranteed Funds. £10,300,000.00 (“**Guaranteed Funds**”) shall be issued at Closing, subject to adjustments as described under Section 2.2 (Closing Adjustment), which will be paid as follows:

- 2.1.1 AcquisitionCo payment of £8,000,000.00 paid at closing
- 2.1.2 2 year seller note of £1,270,000.00 paid quarterly
- 2.1.3 Retained equity of £1,030,000.00 of AcquisitionCo, with no voting or distribution rights.

2.2 Closing Adjustment. The Purchase Price shall be adjusted as agreed to by the Parties should any of the Company’s financials provided to Purchaser be found inconsistent during due diligence or should any concerns arise during due diligence. In such case, both Parties shall also have the opportunity to walk away from the Transaction without liability.

2.3 Transition. To best help with both a business and technological transfer the founder will stay with the company to help transition for a period of 6 months. After 6 months, the founder is not obligated to stay with the Company.

2.3.1 Non-Compete. Genko Penev and Buyer acknowledges the competitive nature of the Business and accordingly agrees, in connection with the sale of the assets of Next Point Host, Inc. pertaining to nextpointhost.com, forexvps.london, and forex-vps.us, including the goodwill of the Business, which Buyer considers to be a valuable asset, and in exchange for good and valuable consideration, that for a period of three (3) years commencing on the Closing Date of the Transaction (the “Restricted Period”), Genko Penev shall not, and shall not permit any of their respective Affiliates to, directly or indirectly, (i) engage in or assist others in engaging in the development of anything similar to nextpointhost.com, forexvps.london, and forex-vps.us (the “Restricted Business”) in the world (the “Territory”); (ii) have an interest in any Person that engages directly or indirectly in the Restricted Business in the Territory in any capacity, including as a partner, shareholder, director, member, manager, employee, principal, agent, trustee, or consultant; or (iii) cause, induce, or encourage any material actual or prospective client, customer, supplier, or licensor of the Company (including any existing or former client or customer of Genko Penev, nextpointhost.com, forexvps.london, forex-vps.us and any Person that

becomes a client or customer of the Company after the Closing), or any other Person who has a material business relationship with the Company, to terminate or modify any such actual or prospective relationship. Notwithstanding the foregoing, Genko Penev may own, directly or indirectly, solely as an investment, securities of any Person traded on any national securities exchange if Genko Penev, as the case may be, is not a controlling Person of, or a member of a group which controls, such Person and does not, directly or indirectly, own five percent (5%) or more of any class of securities of such Person.

3. Representations and Warranties. The Purchase Agreement shall contain mutual representations and warranties typical in a transaction of this size and nature. Remedies for breach of such representations and warranties shall be as prescribed in the Purchase Agreement.

3.1 Holdback. A holdback will be taken from the cash at close and held in escrow for 1 year. Such warranties, representation and indemnification provisions, of Seller and Purchasers as are customary and appropriate for a transaction of this size and nature. Assuming that funds are not needed or used for warranties, representation, or indemnification provisions, funds will be paid to the seller 1 year from the day all of the funds are deposited into the escrow account.

4. Conditions Precedent to the Closing. This Transaction is fully contingent upon a successful review of the financial transactions and operations of the Company. The Parties agree that the obligations of Purchaser are subject to the satisfaction, at or before the Closing, of all the conditions precedent set forth in the Purchase Agreement, including the following:

4.1 Regulatory Approvals. All required governmental and/or regulatory approvals necessary for the Closing and for the operations of AcquisitionCo in the manner that the Company operated prior to the Transaction shall have been attained.

4.2 Material Adverse Change. There shall have been no material adverse change in the business, assets, operations, or prospects of the Company prior to the Closing, relative to the state of the Company as of the date of this Letter of Intent, and the Company shall notify the Purchaser of any material changes.

4.3 Due Diligence. The Purchaser shall have concluded its due diligence and found the results acceptable in its sole discretion.

4.4 Documentation and Audit. The Purchaser shall consider acceptable the documentation necessary for Closing the Transaction and the audit performed by Purchaser or its designee during due diligence at Purchaser's sole cost and expense.

4.5 Approval Process. Successful completion of Purchaser's internal approval process.

5. Other Provisions. The Company shall be precluded from making changes to current levels of compensation and from declaring or paying dividends prior to the Closing, and the

Company shall conduct its business only in the ordinary course and shall not acquire or agree to acquire as part of the business of the Company all or any substantial portion of the assets or business of any other business organization by merger or consolidation, stock purchase or asset purchase without the Purchaser's approval in writing.

6. Closing. The Closing of the Transaction is expected to occur the day of the signing of a Purchase Agreement by the Parties, unless extended due to delays caused by back and forth from legal, in which case the Parties agree to extend the Closing accordingly.

7. Terms of this Letter of Intent

7.1 Access to Information. To the extent reasonably required for the purpose of this Letter of Intent and the Purchase Agreement, the Company will permit the Purchaser, its counsel, accountants, auditors, certain insurance brokers, lenders, and all other reasonable representatives of, the Purchaser ("**Representatives**") to have access to all of the properties, books, contracts, and records of the Company, and will cause to be furnished to the Purchaser and its Representatives all such information concerning the affairs of the Company as the Purchaser or such Representatives may reasonably request, the Purchaser and its Representatives shall have access to customers and suppliers of the Company for the purpose of gaining information subject to the condition that at least one officer of the Company shall participate in such discussions. At all reasonable times during normal business hours, the Purchaser and its Representatives shall have access, prior to Closing, to discuss the Company's business and affairs with its owners and employees, as well as the Company's designated advisors, provided, however that Purchaser shall not speak to any employees of the Company without the Company's prior approval..

7.2 Exclusivity. The term ("**Term**") of this Letter of Intent shall be from the date it is signed by the Company until the Expiration Date. Provided the Parties sign a mutually agreeable Purchase Agreement during the Term, and for the period from the date of the signed Letter of Intent to the Closing, the Company shall not directly or indirectly through any director, officer, employee, agent, representative (including, without limitation, bankers, attorneys and accountants) or otherwise, (i) solicit, initiate or encourage submission of proposals or offers from any third party, relating to any acquisition or purchase of all or a material portion of the Company's assets, or any equity interest in it, or any transaction, consolidation or business combination with it, or (ii) participate in any discussions or negotiations regarding, or furnish to any person any information with respect to, or otherwise cooperate in any way with, or assist or participate in, facilitate or encourage, any effort or attempt by any person to do or seek any of the foregoing.

7.3 Expiration. Unless extended by written agreement signed by the Parties, this Letter of Intent shall expire the earlier to occur of ninety (90) days after the execution of this Letter of Intent by the Company, or the execution and delivery of a Purchase Agreement (the "**Expiration Date**"). Expiration of this Letter of Intent shall not otherwise limit any of the

Purchaser's rights set forth herein, and if a Purchase Agreement is signed by the Parties, the terms and conditions of the Purchase Agreement shall prevail over this Letter of Intent.

7.4 Party Expenses. Each Party shall be responsible for any and all of its own expenses associated with this Letter of Intent, the Purchase Agreement or the Transaction, unless otherwise specifically agreed to in writing.

8. Counterparts. This Letter of Intent may be executed in one or more counterparts which when taken together shall constitute but a single instrument.

9. Arbitration. All claims demands, disputes, controversies, differences, or misunderstandings between the parties relating to this Letter of Intent shall be settled by binding arbitration before one arbitrator, in accordance with the rules of the American Arbitration Association, and judgment on the award rendered by the arbitrator may be entered and enforced in any court having jurisdiction. **THE PARTIES EXPRESSLY AGREE TO WAIVE A TRIAL BY JURY AND AGREE THAT NO DISPUTE OF ANY KIND AMONGST THEM SHALL BE PLACED INTO LITIGATION. BINDING ARBITRATION SHALL BE THE ONLY COURSE OF ACTION AVAILABLE TO ANY PARTY IN ORDER TO RAISE A CLAIM OR DISPUTE AGAINST ANOTHER PARTY HERETO.**

10. Public Disclosure. Neither the Company nor the Purchaser will make any disclosure of the existence of this Letter of Intent or any terms of this Letter of Intent without the consent of the other party, unless required by law.

11. Legal Effect. This Letter of Intent is intended to be a statement of the mutual interest of the Parties with respect to a possible Transaction and is subject to execution and delivery of a mutually satisfactory Purchase Agreement. **Nothing herein shall constitute a binding commitment of either Party, except for Sections 7, 10, and 12 hereof.** The Parties will otherwise become legally obligated with respect to the Transaction in accordance with the terms contained in a written Purchase Agreement relating thereto if, as and when such document has been executed and delivered by both Parties.

12. Confidentiality. The Parties acknowledge and agree that this Letter of Intent and all discussions contemplated herein shall at all times be confidential and subject to the terms and conditions of any non-disclosure agreement executed by the Parties.

As indicated above, we would expect to go forward immediately to prepare and negotiate a mutually satisfactory Purchase Agreement before the end of the Expiration. If the foregoing is acceptable to the Company and the stockholders, please so indicate in the space provided below and return one signed copy to us.

Sincerely,

ADLY LLC

By: Shawn Sheikh

Its: Manager

Next Point Host, LTD.

By: Genko Penev

Its: Founder