

COMMON STOCK PURCHASE AGREEMENT

This Legally Binding Common Stock Purchase Agreement (“ this Agreement”) is entered into as of **January 5, 2026**.

1. Parties

Company:

Edplay Inc, a Delaware corporation (the “Company”)
Address: 2217 Pine Valley Drive, Houston, TX 77019

Purchaser:

J. Robert Shaw
Address: To be confirmed

2. Purchase and Sale of Shares

The Company agrees to issue and sell to the Purchaser, and the Purchaser agrees to purchase from the Company:

- **Security:** Common Stock
- **Number of Shares:** 2,000,000 (the “Shares”)
- **Purchase Price:** USD 500,000
- **Price per Share:** USD 0.25

3. Closing

The closing of the purchase and sale of the Shares (the “Closing”) shall occur on or about January 5, 2026 (or such other date as the parties may agree).

The Company’s obligation to consummate the Closing is conditioned upon receipt of the Purchase Price.

Purchaser’s obligation to consummate the Closing is conditioned upon:

- Completion of the Company’s incorporation and adoption of Bylaws;
- Approval by the Company’s Board of Directors of the transactions contemplated hereby, including the issuance of the Shares;
- Delivery to Purchaser of (i) a copy of the fully executed Initial Board Written Consent approving the issuance of the Shares and the founder issuances, and (ii) an updated capitalization table reflecting the issuance of the Shares;
- Delivery to Purchaser of fully executed IP Assignment Agreements from each founder in form and substance reasonably acceptable to Purchaser.

4. Nature of Shares

The Shares issued under this Agreement:

- Are **Common Stock**
- Are the **same class** as founder shares
- Carry **equal voting and economic rights**
- Have **no preferred rights**
- Have **no liquidation preference**
- Have **no anti-dilution protection**

5. Company Representations

The Company represents that:

- It is duly incorporated and validly existing
- The Shares are duly authorized, validly issued, and fully paid
- The capitalization of the Company is as agreed
- Founder shares were issued in consideration of:
 - **future services to the Company**, and
 - **assignment of intellectual property to the Company**
- The Company owns, or has the right to use pursuant to valid written licenses, all intellectual property and other proprietary rights that are necessary for the conduct of the Company's business as currently conducted and as presently proposed to be conducted, and the Company's rights in such intellectual property are free and clear of all liens and encumbrances (other than standard, non-exclusive inbound licenses entered into in the ordinary course).
- Each founder and each other current or former employee, consultant, contractor, or other service provider who has contributed to the conception, creation, development, or improvement of any Company products, technology, software, documentation, designs, or other intellectual property has executed a written agreement with the Company that (i) assigns to the Company all such person's right, title, and interest in and to such intellectual property, and (ii) includes customary confidentiality obligations (collectively, the "IP Assignment Agreements").
- To the Company's knowledge, no founder, employee, consultant, contractor, or other service provider is subject to any contract, judgment, decree, or order that would materially interfere with (i) such person's ability to perform services for the Company or (ii) the Company's ability to own and exploit its intellectual property as contemplated by the Company's business.

- The Company has not received any written notice alleging that the Company's business, products, technology, software, or other intellectual property infringes, misappropriates, or otherwise violates any intellectual property right of any third party, and there is no pending or, to the Company's knowledge, threatened claim to that effect.
- To the Company's knowledge, the Company has not incorporated into any Company product or proprietary software any open source software in a manner that would require the disclosure, licensing, or distribution of any Company proprietary source code.

6. Purchaser Representations

The Purchaser represents that:

- He has authority to enter this Agreement
- He is acquiring the Shares for investment purposes
- He understands the risks of investing in a private company

7. Securities Law

The Shares are issued pursuant to an exemption from registration under applicable securities laws.

8. Miscellaneous

- Governing Law: **Delaware**
- Entire Agreement
- Amendments in writing only
- Counterparts permitted

Signature page follows

IN WITNESS WHEREOF, the parties have executed this Agreement.

Edplay Inc

By: Viktor Potapov

Title: Chief Executive Officer

Signature: *Viktor Potapov*

Date: 01/06/2026

Purchaser:

J. Robert Shaw

Signature: *J. Robert Shaw*

Date: 01/06/2026