

## Score 7's Stock Purchase and Disclosure Agreement

THIS AGREEMENT is made and entered on \_\_\_\_\_ by and between, (Seller) Score 7 of 3617 Gateway Dr Suite 1, Portsmouth, Virginia 23703 and (Purchaser) \_\_\_\_\_ for \_\_\_\_\_ Score 7 common stock shares.

First Name and Last Name

# of shares

Throughout this agreement is understood \_\_\_\_\_ will be

First Name and Last Name

known as the (Purchaser) and Score 7 will be known as the (Seller).

WHEREAS the (Purchaser) desires to purchase stock and the (Seller) Score 7 Corp. desires to sell stock, upon the terms and subject to the conditions hereinafter set forth.

### WITNESSETH:

WHEREAS, Seller, Score 7, is a duly organized Virginia corporation and the record owner of outstanding shares of Score 7 common stock (the "Corporation"); and WHEREAS, Seller is authorized to sell up to 400,000 of the 1,000,000 authorized common shares at a value of \$25.00 per share, and each share represents .0001 of Score 7; and WHEREAS, Seller will issue a physical stock certificate to Purchaser within thirty days after this Stock Purchase and Disclosure Agreement is signed and payment is received; and WHEREAS, this Agreement will serve as proof of purchase until Purchaser receives the stock certificate and will continue to serve as proof of purchase during Purchaser's ownership of Score 7 common stock; and WHEREAS, Purchaser understands that these are common shares and do not provide an advisory position.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement and to complete the purchase and sale of the Corporation's stock described above, the parties agree as follows:

### Understanding

(Purchaser) understands this is an investment in Score 7 Corp. Purchaser understands the risk of losing their money in this investment. (Purchaser) understands all the financial information to include, return on Score 7's stock purchase, Score 7's future revenue, and Score 7's future profits, are projections. Score 7 has not guaranteed any return on investment. The \$25,000.00 and \$30,000 USD return on investment is a projection based on the gaming market and Score 7's business model.

**Plan A: Mandatory Stock Buyback.**

The (Purchaser) understands the Seller Score 7 is projected to buy back the stock option at the projected price of \$25,000.00 USD per stock option on or before December 31, 2027. When the stock options have reached this maturity, the buyback will begin based on Score 7's 2026 buyback schedule. The then (Seller) will receive the projected \$25,000 USD for every Score 7 share owned. The money for the buyback can be obtained from Score 7 profits, sale of Score 7, monies from promotional agreements, or a loan to Score 7. Score 7 maintains the right to buy back the stock at any time on or before December 31, 2027, for \$25,000.00 USD per stock option.

Purchaser's Signature \_\_\_\_\_

(Purchaser) cannot deny the buyback price of \$25,000 USD per stock option. Monies from the buyback can be deposited in the stockholder's account, or a check can be mailed. If Score 7 cannot reach the stockholder, the buyback will go through and the monies from sale will be placed in a separate account. The Now Seller must contact Score 7 with proper identification so they can receive access to the account Score 7 set up. In the event the Now Seller has passed away or become incapacitated, the person legally in charge of the stockholder's affairs can access the money. They must submit proper identification and paperwork. Paperwork must be in the form of death certificate, court ordered guardianship, power of attorney, or stockholder's will. Proper paperwork will give them access to the shareholder's account. Score 7 Corp maintains the right to investigate paperwork and deny access without proper paperwork or if paperwork is deemed fraudulent.

Purchaser's Signature \_\_\_\_\_

**Plan: B Mandatory Stock Buyback.**

The (Purchaser) understands the Seller Score 7 failed to purchase all Score 7 stock options before December 31, 2027. Score 7 will purchase all outstanding stock options at the projected price of \$30,000.00 USD per stock option. When the stock options have reached this maturity, the buyback will begin based on Score 7's 2028 thru 2030 buyback schedule. The then (Seller) will receive the projected \$30,000 USD for every Score 7 share owned. The money for the buyback can be obtained from Score 7 profits, sale of Score 7, monies from promotional agreements, or a loan to Score 7. Score 7 maintains the right to buy back the stock at any time for \$30,000.00 USD per stock option.

Purchaser's Signature \_\_\_\_\_

(Purchaser) cannot deny the buyback price of \$30,000 USD per stock option. Monies from the buyback can be deposited in the stockholder's account, or a check can be mailed. If Score 7 cannot reach the stockholder, the buyback will go through and the monies from sale will be placed in a separate account. The Now Seller must contact Score 7 with proper identification so they can receive access to the account Score 7 set up. In the event the Now Seller has passed away or become incapacitated. The person legally in charge of the stockholder's affairs can access the money. They must submit proper identification and paperwork. Paperwork must be in the form of death certificate, court ordered guardianship, power of attorney, or stockholder's will. Proper paperwork will give them access to the shareholder's account. Score 7 Corp maintains the right to investigate paperwork and deny access without proper paperwork or if paperwork is deemed fraudulent.

Purchaser's Signature \_\_\_\_\_

### **Plan B Stock Buyback Schedule**

Score 7 will divide the Stock Buyback program into three dates starting 2028 (shares 1- 150,000 bought back) 2029 (shares 150,001-300,000 bought back), and 2030 (shares 300,001-400,000 bought back at \$30,000 per share. Score 7 will maintain the right to release the exact buyback date at a later time. Score 7 will maintain the right to purchase all 400,000 or remaining outstanding shares at \$30,000 per share at any time. (Purchaser) understands schedule buy back dates are subject to change. Score 7 has five years from the date stock option was purchased to begin stock buyback program. If Score 7 fails to meet the stated five-year payback deadline, Score 7 will begin issuing annual stock buyback settlement offers to the stockholders. The annual settlement offer will be based on the amount of profits Score 7 generates. Score 7 begins the stock buyback program but fails to meet the rest of the Stock buyback dates. Score 7 will begin offering buyback settlements to remaining stockholders. Settlements will be offered five years after the scheduled stock buyback date. If Score 7 fails to generate profits, no settlement offer will be given. Stockholders will maintain the right to reject the settlement offer. (Purchaser) understands the risk of rejecting a settlement offer could lead to receiving a lesser settlement offer or no further settlement offers.

Purchaser's Signature \_\_\_\_\_

**Before the \$25,000 or \$30,000 Maturity has been reached**

(Seller) Score 7 cannot enforce a stock buyback until the \$25,000.00 Plan A or \$30,000 Plan B USD buyback per stock amount has been reached. If the (Purchaser) wishes to sale their Score 7 shares before the stock has reached the \$25,000 or \$30,000 USD per stock maturity buyback price. Score 7 will buy back the stock at the stock's value when the request for selling back was submitted. Score 7 will maintain the right to deny the buyback request any time before the stock has reached the \$25,000.00 or \$30,000 USD per stock maturity price or before the (Purchaser's) schedule stock buyback date.

Purchaser's Signature \_\_\_\_\_

**Sale of Score 7**

If Score 7 is sold the profits from purchase will be divided equally among the number of stocks stockholders own, and number of stock Score 7 owns. The amount the shareholders receive will not exceed \$30,000 USD per stock. The (Purchaser) will not possess the right to block the sale. (Seller) Score 7 is contractually obligated to inform all Score 7 stockholders how much Score 7 was sold for, and amount of profits made from sale.

Purchaser's Signature \_\_\_\_\_

**Failure to reach the \$30,000.00 stock buyback amount**

(Seller) Score 7 closes its doors before the \$30,000 USD per stock buyback has been reached. (Purchaser) will receive a portion of anything Score 7 can sell to include intellectual properties, office equipment, and office space. If there is no money, the Purchaser understands this is an investment and the Purchaser accepts the risk of making no money on the investment. Score 7 will be contractually obligated to notify the stockholder of closure of the business and any amount made from the sale of business assets. The amount stockholders receive will not exceed \$30,000 USD.

Purchaser's Signature \_\_\_\_\_

## Purchase and Sale

To the terms and conditions hereinafter set forth, at the closing of the transaction contemplated hereby, the Seller shall sell, convey, transfer, and deliver to the Purchaser certificates representing Score 7 stock, and the Purchaser shall purchase from the Seller the Score 7's Stock in consideration of the purchase price set forth in this Agreement. The certificates representing the Score 7's Stock shall be duly endorsed for transfer or accompanied by appropriate stock transfer powers duly executed, in either case with signatures guaranteed in the customary fashion and shall have all the necessary documentary transfer tax stamps affixed thereto at the expense of the Seller. The closing of the transactions completed by this Agreement (the "Closing"), shall be held online, the Seller's and Purchaser's electronic signature and payment will effectively close the sale between (Seller) Score 7 and (Purchaser).

## Amount and Payment of Purchase Price

### (a) Consideration

As total consideration for the purchase and sale of \_\_\_\_\_ shares of Score 7's stock,  
# of shares  
pursuant to this Agreement, the Purchaser shall pay to the Seller the sum of \$\_\_\_\_\_ such  
purchase amount  
total consideration to be referred to in this Agreement as the "Purchase Price".

### (b) Payment

The Purchase Price shall be paid as follows:

- i. The sum of \$\_\_\_\_\_ to be delivered to (Seller) Score 7 upon the execution of this  
purchase amount  
agreement.
- ii. The sum of \$\_\_\_\_\_ to be delivered to (Seller) Score 7 at Closing.  
purchase amount

**Number of Shares and Amount Paid**

Purchaser understands the closing is not complete until the full amount based on the number of stocks ordered has been paid. If the amount paid does not equal the number stocks ordered Seller Score 7 will reach out to the Purchaser and attempt to collect the outstanding balance. If the outstanding balance has not been paid, the contract will be changed to reflect the amount of stock based on the money Score 7 collected. Any money left over will be returned to the purchaser in the form of bank transfer or check.

Purchaser's Signature \_\_\_\_\_

**Shares sold after the 400,000<sup>th</sup>**

Seller (Score 7) reserves the right to reject any sale of shares numbered 400,001 through 1,000,000. Any sale above the 400,000th share, including online purchases that have been paid for, requires approval from CEO Larry Askew. If Score 7 rejects the sale, it must refund the buyer in full within 10 business days of the attempted purchase. Refunds may be issued by money transfer or mailed check. If a check is mailed, the postmark date must be no later than the 10th business day of the refund period. If the refund is not completed within that time, the sale will be final.

Purchaser Signature \_\_\_\_\_

**Selling stock option, a third party**

Resale of Score 7 stock options is prohibited. The agreement signed by the original purchaser applies directly to the stock option or options purchased. Those stock options may not be sold or transferred to a third party or to any current Score 7 stockholder.

Purchaser Signature \_\_\_\_\_

## **Representations and Warranties of Seller**

Seller hereby warrants and represents:

### **(a) Organization and Standing**

(Seller) Score 7 is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Virginia and has the corporate power and authority to carry on its business as it is now being conducted.

### **(b) Restrictions on Stock**

i. Score 7 is not a party to any Agreement, written or oral, creating rights in respect to the Corporation's Stock in any third person or relating to the voting of the Corporation's Stock.

ii. Score 7 is the lawful owner of the Stock, free and clear of all security interests, liens, encumbrances, equities and other charges.

iii. There are no existing warrants, options, stock purchase agreements, redemption agreements, restrictions of any nature, calls or rights to subscribe to any character relating to the stock, nor are there any securities convertible into such stock.

## **Representations and Warranties of Seller and Purchaser**

Seller and Purchaser hereby represent and warrant that there has been no act or omission by Seller and Purchaser which would give rise to any valid claim against any of the parties hereto for a brokerage commission, finder's fee, or other like payment in connection with the transactions contemplated hereby.

## **General Provisions**

### (a) Entire Agreement

This Agreement (including any written amendments hereof executed by the parties) constitutes the entire Agreement and supersedes all prior agreements and understandings, oral and written, between the parties hereto with respect to the subject matter hereof.

### (b) Sections and Other Headings

The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

### (c) Governing Law

This Agreement, and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Virginia. In the event that litigation results from or arises out of this Agreement or the performance thereof, the parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled.

## **Unlawful use of Money**

Accordance with the laws of the Commonwealth of Virginia Seller Score 7 is barred from using money collected from the purchase of Score 7 shares on anything other than the creation of Score 7's infrastructure to include paying salaries, advertising of Score 7, and legal representation of Score 7. Anything else will be considered unlawful and could lead to civil and criminal litigation against Larry Askew founder of Score 7.

Purchaser's Signature \_\_\_\_\_

Signing the Agreement between the (Seller) Score 7 and Purchaser \_\_\_\_\_.  
purchaser name

The purchase states they have read all six pages of the purchase agreement and agreed to the terms and conditions stated in the agreement IN WITNESS WHEREOF, this Agreement has been executed by each of the individual parties hereto on the date first above written.

Seller            Score 7  
CEO                Larry Askew

Purchaser  
\_\_\_\_\_  
First Name and Last Name  
  
\_\_\_\_\_  
Signature