

NOMINEE SHAREHOLDER AGREEMENT

THIS AGREEMENT is made the 21st day of June 2023

BETWEEN

Wojciech Krzysztof Karbowski, Polish passport number: ER4384097 of Ul. Tyniecka 81/1, 71-019 Szczecin, Poland (hereinafter called "the Nominee") of the one part

AND

Aleksandar Mihaylov Andreev of 1324, Bulgaria, Sofia, Lyulin 7, bl.731, entr.B, apt.30 (hereinafter called "the Beneficial Owner") of the other part.

WHEREAS BETS ENTERTAINMENT N.V. is a company duly incorporated in Curacao with Registration Number 155648, Registered Address Abraham de Veerstraat 9, Curacao (hereinafter called "the Company").

AND WHEREAS the following share in the Company (hereinafter referred to as "the Shares") registered in the name of the Nominee is held by the Nominee on behalf of the Beneficial Owner:

Aleksandar Mihaylov Andreev

Five Hundred (500) Registered Shares of US\$10.00

NOW THIS AGREEMENT WITNESSETH as follows:

1. The Nominee hereby confirms and declares that the holding of the said Shares at present in the name of the Nominee and all dividends and interests accrued or to accrue upon the same or any of them is held and shall be held on behalf of the Beneficial Owner and the Nominee agrees to transfer pay and deal with the said Shares and the dividends and interest payable in respect of the same in such manner as the Beneficial Owner shall from time to time direct.
2. The Nominee will at the request of the Beneficial Owner attend all meetings of shareholders or otherwise which he shall be entitled to attend by virtue of being the registered holder of the Shares or any of them and will vote at every such meeting in such manner as the Beneficial Owner shall have previously directed in writing and further will if so required by the Beneficial Owner execute all proxies or other documents which shall be necessary or proper to enable the Beneficial Owner or his nominees to vote at any such meeting in the place of the Nominee.
3. The Nominee shall be entitled in the event of his being unable to obtain directions from the Beneficial Owner to exercise his reasonable discretion to maintain and preserve the interests of the Beneficial Owner. If any conditional or preferential right to subscribe for shares or securities in any company or any other option shall be offered to the Nominee as holder of the Shares or any of them or otherwise in respect thereof or any call be made upon any of the Shares or other payment demanded in respect thereof, the Nominee shall as soon as is practicable give notice of such offer call or demand to the Beneficial Owner. The Nominee shall hold all and any shares or securities so offered to the Nominee in respect of the said Shares as aforesaid and subscribed for by him subject to the powers and provisions hereby declared concerning the Shares as if the same were an accretion thereto.
4. The Nominee will only act as permitted or notified by the Beneficial Owner and upon only written instructions which should be given in conformity with the laws of Curacao or any other countries in which the Company is conducting business activities or any other place having jurisdiction over the Company or where such directions are to be carried out. Instructions shall be given by the Beneficial Owner or any other persons properly authorized by the Beneficial Owner to the Nominee in writing with the signature of the Beneficial Owner who undertakes to ratify all steps taken by Nominee in execution of his instructions. The Nominee is authorized to act on signed instructions of the Beneficial Owner without proof of the signature of the Beneficial Owner and the Nominee shall be discharged from liabilities to the Beneficial Owner when acting accordingly.

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**CERTIFIED TRUE COPY
OF THE ORIGINAL
SEEN BY ME**


KATERINA KATSIAMI
LAWYER
Lawyer's ID No. 5807

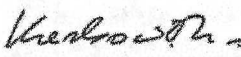
Date: 28/06/2024

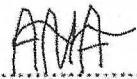
National ID : 967249
Address : Agias Fylaxeos 137, 3083
Limassol, Cyprus
Email : k.katsiami@gmail.com
Tel : +357 99 232 003

5. The Beneficial Owner may transmit signed written directions to the Nominee via :
- a) Courier
 - b) Fax
 - c) Email (scanned copy) betsentertainmentnv155648@gmail.com
6. The Beneficial Owner undertakes to give any information which will be requested by the Nominee.
7. The Nominee shall not, without the written approval of the Beneficial Owner, subject the said Shares to any lien or encumbrance whatsoever.
8. The consideration for the transfer of the said Shares from the Beneficial Owner to the Nominee or from the Nominee to the Beneficial Owner or his nominees shall be determined solely by the Beneficial Owner.
9. The Nominee shall not, without the written consent of the Beneficial Owner divulge or make known the existence of this Nominee Agreement to a third party, save as the Nominee may be required by law or a court order to do so.
10. The Beneficial Owner by acceptance of this Nominee Agreement undertakes to free and relieve the Nominee of, from and against all liabilities not attributable to the Nominee's negligence or willful breach of duty and shall reimburse the Nominee all costs and expenses incurred in connection with or arising out of this Nominee Agreement.
11. Either the Nominee or the Beneficial Owner upon giving 2 weeks' written notice or such earlier period of notice as is agreeable between the Nominee and the Beneficial Owner, to the other shall be entitled to transfer the Shares from the name of the Nominee to the beneficial owner or a third party nominated by the Beneficial Owner in writing and in that event, the Nominee shall execute all documents and do all things necessary as required by the Beneficial Owner to register the new holders of the Shares.

This Agreement shall be construed and governed in accordance with the laws of Curacao and the courts of Curacao shall have sole and exclusive jurisdiction to determine any dispute and other matters arising out of this agreement or in relation thereto.

MADE IN TWO ORIGINALS AND IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and year first above written.


Name: Wojciech Krzysztof Karbowski
Address: Ul. Tyniecka 81/1, 71-019 Szczecin, Poland
Position: Nominee


Name: Aleksandar Mihaylov Andreev
Address: 1324, Bulgaria, Sofia, Lyulin 7, bl.731, entr.B, apt.30
Position: Beneficial Owner

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SEEN BY ME
KATERINA KATSIAMI
LAWYER
Lawyer's ID No. 5807**

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Limassol, Cyprus
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 Date: 28/06/24