

SHARE SALE AND TRANSFER AGREEMENT

THIS SHARE SALE AND TRANSFER AGREEMENT is made with effect from the **15th Day of May 2025** by and between:

1. **Blazhe Kopitovikj** a citizen of the Republic of Macedoine, with address at Solidarnost 13/9 in Shtip, Municipality of Shtip, Macedoine, and passport number **C1262106** (the “Vendor”); and
2. **Ysanne Holdings Limited.**, a company incorporated under the laws of the Cyprus, with registered address at Prodromou, 75 ONEWORLD PARKVIEW HOUSE 4th floor 2063, Nicosia, Cyprus.(the “purchaser”);

WHEREAS:

- (A) **Versus Odds B.V** is a company incorporated under the laws of Curaçao and having its registered office at Korporaalweg 10, Willemstad (the “Company”).
- (B) The Vendor is the registered owner of 100 registered shares of 1.00 each, numbered 1 to 100 inclusive, in the issued share capital of the Company, which shares constitute the entire issued share capital of the Company (the “Shares”).
- (C) The Vendor wishes to sell and the Purchaser wishes to purchase the Shares according to the terms and conditions hereinafter contained.
- (D) **Ysanne Holdings Limited** purchases 100 shares numbered 1 up to and including 100.

NOW IT IS HEREBY AGREED as follows:

1. Subject to the terms and conditions hereof, the Vendor hereby sells and transfers the Shares to the Purchaser and the Purchaser hereby purchases and accepts the Shares from the Vendor, free from all liens, charges and encumbrances and with all rights attached thereto of whatever nature.
2. The transfer of the Shares sold and purchased as referred to herein shall take place by the execution of this present Agreement and the written acknowledgement thereof by the Company, which acknowledgement shall be annotated on the present Agreement.
3. The Vendor hereby warrants and represents to the Purchaser and/or its assigns that, except as otherwise disclosed in writing prior to the date of completion of this present Agreement:
 - a. The Vendor is the registered owner of the Shares and the Shares are free from any option, lien or other encumbrance other than contained in the Company’s Articles of Incorporation or in this Agreement and comprise the total outstanding share capital of the Company. No options, or similar rights to subscribe for or otherwise acquire shares in the Company are outstanding;
 - b. The Company is registered as properly established and existing under Curaçao law, entitled to carry on such business as is conducted now;
 - c. No court proceedings are pending and there are no facts or circumstances known to the Vendor to date which could lead to court proceedings;

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4. Parties herewith irrevocably waive their right to dissolve or rescind this agreement or to demand its dissolution or recession.
5. Except as otherwise required by law, all announcements, notices and other communications pursuant to this Agreement will be delivered to the addresses mentioned in the heading of this Agreement or such other address as one party has communicated to the other parties.
6. This Agreement shall be governed by and construed in accordance with the laws of Curaçao. For the exclusive benefit of the Vendor, the Purchaser and the Company hereby irrevocably submit to the jurisdiction of the Curaçao Courts in connection with any disputes arising under this Agreement. This submission by the Purchaser and the Company to such jurisdiction will not preclude the Vendor from taking proceedings in any appropriate Court of any other jurisdiction, whether concurrently or not.
7. This Agreement may be executed in one or more counterparts or on one or more signature pages, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS whereof the undersigned have caused their hands to be set on this Agreement as of the date first above written.

**For and on behalf of
The Vendor**

DocuSigned by:

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Blazhe Kopitovikj

**For and on behalf of
The Purchaser**

Signed by:

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Mr. Constantinos Markou

The Company hereby acknowledges the transfer of the Shares herein laid down, which transfer will be duly recorded in the Shareholders Register of the Company.

Signed with effect from the 15th Day of May 2025

**For and on behalf of
Versus Odds B.V.**

DocuSigned by: Signed by:

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Xecutive Corporate Management B.V.