

SHARE SALE AND TRANSFER DEED

This Share Sale and Transfer Deed (hereinafter referred to as the "**Deed**") is entered into as of 22nd of April 2024 ("**Effective Date**")

BY AND BETWEEN:

Mr. Christer Johanson Carambas, residing at Blk 15 Lot 14 -16 Dolmar Golden Hills Subdivision Everlasting St Novaliches, Caloocan City, born on June 14, 1990, in Filipin, bearer of passport with no. P5491135A with Filipino nationality; (hereinafter referred to as "**Seller**")

AND

Ourania Anastasiou, residing at ΣΟΦ. BENIZEΛΟΥ 131, 73300, ΜΟΥΡΝΙΕΣ, born on 31 October 1986, bearer of the identity card with number 4994233 with Greece nationality (hereinafter referred to as "**Purchaser**")

Each Seller and Purchaser are referred to individually as a "**Party**", and jointly as the "**Parties**".

WHEREAS:

- 1) **Oddcraze N.V.** a limited liability company duly organized under the laws of Curaçao, having its registered address at Scharlooweg 39, Willemstad, Curaçao, registered at the Curaçao Chamber of Commerce with number 163263, represented by its managing director, Allyant Group B.V., (hereinafter referred to as the "**Company**")
- 2) The Seller is the owner of 1 (One) ordinary share with a nominal value of 1 (One) EUR each issued in its name in the Company.
- 3) The Seller wishes and has agreed to sell to the Purchaser under the terms of this Deed 1 (One) ordinary share of the Company, which constitute 100 % of the issued share capital of the Company (hereinafter referred to as the "**Share**"), free of all and any charges or liens or any other encumbrances (known or not), and together with all current and future benefits, rights, privileges or benefits assigned to them.
- 4) The Purchaser wishes and agrees to purchase the Share from the Seller under the terms of this Deed.

NOW THEREFORE in consideration of the foregoing and the mutual warranties and covenants outlined herein,

THE PARTIES HEREBY AGREE to the following:

1. SALE AND TRANSFER

- 1.1. **Sale of Share:** As of the Effective Date, the Seller sold, and Purchaser purchases from the Seller the Share.
- 1.2. **Transfer of Share:** As of the Effective Date the Seller, the Seller has transferred the Share to the Purchaser, free and clear of all liens, claims, and encumbrances.

- 1.3. **Seller's Waiver:** Seller hereby irrevocably waives any restrictions on transfer to the extent possible (including any of its rights of pre-emption) which may exist in relation to the Share, whether under the articles of association (or local equivalent) of the Company or otherwise.

2. PURCHASE PRICE

- 2.1. **Purchase Price:** The purchase price for the Share amounts to EUR 1.00 (in words: one Euro) and Seller herewith confirms receipt thereof from Buyer in cash.

3. REPRESENTATIONS AND WARRANTIES

- 3.1. **Seller's Representations and Warranties:** Seller hereby warrants and represents to the Purchaser in the terms set out in this Clause below as of the date of this Deed and as of the date of the transfer of Share:
- The Company is a corporate entity duly incorporated and organized under the laws of Curacao.
 - The Seller is the only legal and beneficial owner of the Share.
 - The Company is validly existing and is in good standing.
 - The Share is free of any and all charges, liens and other encumbrances, obligations, liabilities, and/or otherwise.
 - The Seller is duly authorized to sell and transfer the Share to the Purchaser, and to obtain proper proof of ownership of the Share, and have all the rights and powers, and have taken all necessary actions to execute this Deed, and to implement fully the obligations of the Seller under this Deed.
 - The Seller is not member of any existing, incomplete or impending litigation, which aims to ban or restrict the Seller to sell or transfer the Share.
 - The execution and delivery of this Deed does not and will not cause the Seller to be in breach of any of the terms and provisions of any other contracts or arrangements or order and injunction of any court.
 - There are no initiated procedures against the Company under liquidation, whether voluntarily or otherwise.
 - Neither the Directors, nor the shareholders of the Company shall adopt resolutions of liquidation of the Company and the Seller is not aware of any facts that could lead to the liquidation or dissolution of the Company.
 - The Seller is not aware of any material facts or contingencies which would reasonably be expected to have an adverse effect upon the conditions (financial or otherwise), assets, business, operations or prospects of the Company.
 - The execution and delivery of this Deed does not and will not relieve any person to terminate any contractual or other obligation of the Company.
 - Corporate records of the Company, as required, shall be kept by the Company under the laws of Curacao and the applicable regulatory requirements, they should be

accurate, complete and updated in all material respects; the journal reports of the Company shall be valid in all respects and contain all records - required by applicable law - concerning all treatments, concerts, activities and meetings of the shareholders and the board of directors of the Company.

- The information furnished to the Purchaser by the Seller in connection to this Deed and the transaction contemplated herein does not contain any untrue statement and does not omit to state any material fact and are not false or misleading.
 - The Company does not have any liabilities which have not been disclosed to the Purchaser.
 - The Seller shall indemnify the Purchaser in respect of any loss, liability, claim or expense incurred by reason of the warranties given to the Purchaser in pursuant of this Deed being, untrue, incorrect or misleading.
- 3.2. Upon the transfer of the Company's shares from Seller to Purchaser under the Share Sale and Transfer Deed, all rights and liabilities to the domain <https://oddcraze.com/>, including those that have arisen (if any) or might arise from the historical operation of these domains by the Company, i.e., from the date of the Company's incorporation until the date of the Company's share transfer, will remain with the Seller. Neither the Purchaser nor the Company will be entitled to claim anything related to these domains or be responsible for any third-party claims related to these domains.

4. DISPUTE RESOLUTION

- 4.1. The Parties agree to undertake all reasonable efforts to settle any disputes and differences arising out of this Deed or in connection with it by negotiation.
- 4.2. All disputes and differences which cannot be settled by negotiations are to be referred to the relevant court of Curacao.
- 4.3. The Parties agree that the language to be used in the proceedings shall be English.

5. MISCELLANEOUS

- 5.1. **Governing Law:** This Deed shall be governed and constructed in accordance with the laws of Curacao.
- 5.2. **Entire Agreement:** This Deed constitutes the entire Deed between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and undertakings, whether written or oral, relating to such subject matter.
- 5.3. **Amendment and Modification:** This Deed may be amended or modified only by a

written instrument execute by both Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have executed this Deed as of the date first above written.



Christer Johanson Carambas ("**Seller**")

Signature:

Ourania Athanasios Anastasiou ("**Purchaser**")

Signature:

