

SHARE TRANSFER AGREEMENT

THIS SHARE TRANSFER AGREEMENT (the "Agreement") is made as of this 04th day of February, 2025.

BETWEEN:

1. **Apostol Hristov Georgiev**, with Bulgarian Passport 389795293 of Nesebar, Kamelia 152 str, floor 2, apt. 5, Bulgaria (the "Seller")

AND

2. **Ozias Holding Ltd**, a company registered in Cyprus under company number HE 464220 whose registered office is at Prodromou 75, ONEWORLD PARKVIEW HOUSE 4th Floor, 2063, Nicosia, Cyprus (the "Buyer")

RECITALS:

A. The Seller is the registered and beneficial owner of all outstanding common shares (the "Shares") in **MTech Ventures N.V**, a private company incorporated under the laws of Curaçao (the "Company"), with Company Register number 164270 and its registered office located at **Kaya Richard J. Beaujon Z/N, Curaçao**.

B. The total number of outstanding shares of the Company is 1,000.

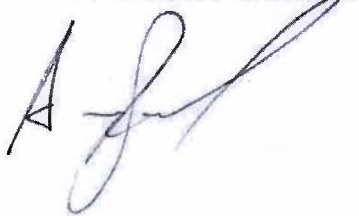
C. The Company is a Licenced Gaming Company under applicable laws, is in good standing, has had no activity, does not have any liabilities, and has no pending or threatened lawsuits.

D. The Seller desires to transfer all Shares to the Buyer, who desires to accept the transfer, under the terms and conditions set forth in this Agreement.

E. The Seller is authorized to approve the share transfer, and the transaction must be recorded with Curacao Corporate Registry for it to be considered complete.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Transfer of Shares



- o The Seller hereby sells, assigns, and transfers to the Buyer all outstanding Shares, free and clear of all liens, charges, and encumbrances.

2. Closing

- o The closing of the transaction (the "Closing") shall take place on the date that the transaction has been considered complete according to clause 4.

3. Payment of Purchase Price

- o The Purchase Price of **€55,000 EUR** shall be delivered to the Intermediary by the Buyer in two installments:
 - €27,500 EUR is to be paid at the time of signing this agreement;
 - €27,500 EUR is to be paid when the transaction has been completed.
- o The Buyer shall make direct payment to designated account of the Seller.

4. Business of the Company

- o The Seller sells the Company together with the business. The Company is allowed to conduct the following services:
 - Online Gambling Activities
- o The business is sold as is, which means that the actual list and value of assets and liabilities may change from the date the SPA comes into force until the day of the transfer of shares, and this cannot serve as a basis for rejecting a Sale Transaction or demanding a price reduction, unless intentional the Seller's misconduct was proven in court.

5. Completion of Transaction

- o The transaction shall be considered complete once:
 - (a) The ownership of the Company has been transferred to the Buyer;
 - (b) The director and address change has been recorded with the Curacao Corporate Registry;
 - (c) Access to all relevant accounts has been handed over to the Buyer.



- o In the event that GCB identifies any material fact, liability, or issue that was unknown to both the Seller and the Buyer at the time of execution of this Agreement, and which may have a material adverse effect on the transaction or the operations of the Company, the Buyer shall have the right to terminate this Agreement without penalty. Upon such termination, the Seller shall refund **50% of the purchase price** to the Buyer within 30 days from the date of termination. Following such refund, neither party shall have any further obligations or liabilities under this Agreement, except for any provisions that are expressly stated to survive termination.
- o All out-of-pocket expenses incurred in relation to the registration of companies and any costs associated with the transfer of shares to GCB, including but not limited to regulatory fees, notarial fees, and administrative expenses, shall be borne solely by the Buyer. The Buyer shall ensure the timely payment of such costs to facilitate the smooth completion of the transaction.

6. Representations and Warranties

- o The Seller represents and warrants that:
 - (a) The Seller is the legal and beneficial owner of all Shares.
 - (b) The Shares are fully paid and non-assessable.
 - (c) The Seller has the authority to enter into this Agreement and perform the obligations hereunder.
 - (d) The Company is a registered company in good standing.

7. Obligation to Change Company Address

- o Upon completion of the transfer, the Buyer agrees to change the registered office address of the Company to a new address of their choosing and shall promptly notify the appropriate regulatory authorities of the change.

8. Historical Shareholder Log

- o The historical shareholder log for the Company shall be updated to reflect the transfer of all Shares as follows:
 - **Previous Shareholder:** Apostol Hristov Georgiev
 - **Number of Shares Transferred:** 1000
 - **New Shareholder:** Ozias Holding Ltd
 - **Date of Transfer:** _____




9. Indemnification

- The Seller agrees to indemnify and hold harmless the Buyer from any claims, losses, or damages arising from any breach of the representations and warranties made herein.

10. Governing Law

- This Agreement shall be governed by and construed in accordance with the laws of Cyprus.

11. Entire Agreement

- This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral.

12. Amendment

- This Agreement may be amended only by a written instrument signed by both parties.

13. Counterparts

- This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Share Transfer Agreement as of the date first above written.

Apostol Hristov Georgiev

Seller

Signature: _____

Date: 04/02/2025

Ozias Holding Ltd

Buyer

Signature: _____

Date: 04/02/2025