

SHARE TRANSFER AGREEMENT

THIS SHARE TRANSFER AGREEMENT (the "Agreement") is made as of this 08th day of September, 2025.

BETWEEN:

1. **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 "Seller")

AND

2. **Tengiz Koranashvili**, individual with passport Number 15BB67661 (Georgia), having its registered address at: Saburtalo, Didi Digomi, 3 m/d, building 007, entr 9, ap 49, 0131, Tbilisi (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 threaten 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.

F. The Parties acknowledge that Obtained Ltd, a private limited company incorporated under the laws of the Republic of Cyprus, with registration number HE 453991, and whose registered office is at Bellapais 18, Limassol, Cyprus (the Intermediary), a Cyprus based consultancy, introduced the Buyer to the Seller and facilitated negotiations between the Parties pursuant to separate fee and deposit agreements independently agreed with Seller and Buyer. The Intermediary is not a party to this Agreement.

G. The Parties further acknowledge that the Seller has an outstanding regulatory debt to the Curacao Gaming Authority (CGA) of **€23.853** which the Parties have agreed will

be paid directly by the Intermediary to the CGA following execution of this Agreement, from funds processed through the intermediary's designated e-wallet.

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

1. Transfer of Shares

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

2. Closing

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

3.1 The Purchase Price of € 120,000 shall be paid in the following instalments and via the Intermediary's designated e-wallet:

(a) First Instalment: 10% (€12,000) already paid by Buyer to the Intermediary's e-wallet under a prior deposit agreement at the introductory stage, and irrevocably credited towards the Purchase Price;

(b) Second Instalment: 50% (€ 60,000) shall be paid by Buyer to the Intermediary's designated e-wallet upon execution of this Agreement. Upon receipt of the funds, the Intermediary shall promptly transfer **€23.853** from this amount directly to the **Curacao Gaming Authority** to settle the Seller's outstanding regulatory debt;

In addition, at this stage the Intermediary shall discharge the Seller's other specified debts in the total amount of **€ 9000** in accordance with the terms of the additional agreement executed between the Seller and the Intermediary.

(c) Third Instalment: 20% (equivalent to € 24,000) shall be paid by the Buyer to the Intermediary's designated e-wallet upon completion of the collection of all required Corporate Information and the Know Your Customer (KYC) package necessary for submission to the Curacao Gaming Authority.

This instalment is conditional upon the timely and satisfactory provision of such documentation for the Authority's verification and approval of the Buyer.

(d) Final instalment: 20% (equivalent to € 24,000) shall be paid by the Buyer to the Intermediary's e-wallet upon the receipt of written approval from the Curacao Gaming Authority expressly consenting to the share transfer and formal registration of the buyer as shareholder in the Curacao company register and once the completion of the transaction is duly finalized in accordance with Article 5 of this Agreement.

3.2 All payments hereunder shall be routed via the Intermediary for transparency and fulfilment of prior contractual obligations between Seller, Buyer, and Intermediary. Any surplus funds, net of Intermediary fees and the CGA debt, shall be remitted to the seller without undue delay following closing and regulatory approval.

4. Conditions Precedent

4.1 Completion of the sale and transfer of Shares is conditional upon:

- (a) Receipt by the Parties of official written approval from the Curacao Gaming Authority (CGA) for the change of ownership and registration of the Buyer as the lawful beneficial owner of the Shares;
- (b) Payment of Seller's regulatory debt to CGA as described above;
- (c) Full compliance with all KYC, due diligence, and filing requirements under Curacao law.

5. Business of the Company

5.1 The Seller sells the Company together with the business. The Company is allowed to conduct the following services:

- **Online Gambling Activities**

5.2 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.

6. Completion of Transaction

6.1 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.

6.2 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.

6.3 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.

7. Representations and Warranties

7.1 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.

8. Obligation to Change Company Address

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.

9. Historical Shareholder Log

The historical shareholder log for the Company shall be updated to reflect the transfer of all Shares as follows:

- Previous Shareholder: Ozias Holding Ltd
- Number of Shares Transferred: 1000
- New Shareholder: Tengiz Koranashvili
- Date of Transfer: _____

10. 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.

11. Governing Law

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

12. 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.

13. Amendment

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

14. 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.

Ozias Holding Ltd

Seller

Director

Marios Tziortis

Signature: _____

Date: _____

Tengiz Koranashvili

Buyer

Signature: _____

Date: _____