

SHARE TRANSFER AGREEMENT

THIS SHARE TRANSFER AGREEMENT (the "Agreement") is made as of this **4th day of February, 2025**.

BETWEEN:

1. **Kevin Jordan Goncalves Segredo**, with Netherlands Passport **NWB3FH069**, residing at **Moffiweg 2, Willemstad, Curaçao** (the "Transferor");
2. **Ozias Holding Ltd**, a company registered in **Cyprus** under company number **EH 464220**, whose registered office is at **Prodromou 75, ONEWORLD PARKVIEW HOUSE 4th Floor, 2063, Nicosia, Cyprus** (the "Transferee").

RECITALS:

A. The Transferor is the registered and beneficial owner of **100 shares** (the "Shares") in **Bonus Operation N.V.**, a private company incorporated under the laws of **Curaçao**, with Company Register number **161022** and its registered office located at **Cassandraweg 52, Curaçao** (the "Company"). B. The Company is a licensed 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. C. The Transferor desires to transfer all Shares to the Transferee, who desires to accept the transfer, under the terms and conditions set forth in this Agreement. D. The Transferor is authorized to approve the share transfer, and the transaction must be recorded with the **Curaçao 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

- The Transferor hereby sells, assigns, and transfers to the Transferee 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 5**.

3. PAYMENT OF PURCHASE PRICE

- The **Purchase Price** of **€50,000 EUR** shall be delivered by the **Transferee** in two installments:
 - **€25,000 EUR** is to be paid at the time of signing this agreement.
 - **€25,000 EUR** is to be paid when the transaction has been completed.

- The Buyer shall make direct payment via **crypto wire** to the following **crypto wallet**:
 - **Wallet USDT TRC20 address:** TUz2J37XTyBRzjHYYd9R×XUYJ3YB5UStqR

4. BUSINESS OF THE COMPANY

- The Seller sells the Company together with its business, which is licensed to conduct **Online Gambling Activities**.
- The business is sold **as is**, meaning that the actual list and value of assets and liabilities may change from the date this Agreement comes into force until the transfer is completed. The Transferee **cannot** reject the sale or demand a price reduction unless **intentional misconduct** by the Seller is proven in court.

5. COMPLETION OF TRANSACTION

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

- If the Curaçao Gaming Control Board (GCB) identifies **any material fact, liability, or issue** unknown to both parties at the time of signing this Agreement, which may have a material adverse effect on the transaction or operations of the Company, the Transferee shall have the right to terminate this Agreement **without penalty**.
- If the Agreement is terminated under such circumstances, the Transferor shall refund **50% of the purchase price** to the Transferee within **30 days**.
- All out-of-pocket expenses, including **regulatory fees, notarial fees, and administrative expenses**, shall be borne solely by the **Transferee**.

6. REPRESENTATIONS AND WARRANTIES

The **Transferor** represents and warrants that: (a) They are the **legal and beneficial owner** of all Shares; (b) The Shares are **fully paid and non-assessable**; (c) They have the **authority** to enter into this Agreement; (d) The Company is a **registered company in good standing**.

7. OBLIGATION TO CHANGE COMPANY ADDRESS

- Upon completion of the transfer, the **Transferee** 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.

8. HISTORICAL SHAREHOLDER LOG

The historical shareholder log shall be updated to reflect the transfer:

- **Previous Shareholder:** Kevin Jordan Goncalves Segredo

- **Number of Shares Transferred:** 100
- **New Shareholder:** Ozias Holding Ltd
- **Date of Transfer:** February 4, 2025

9. INDEMNIFICATION

- The **Transferor** agrees to indemnify and hold harmless the **Transferee** from any **claims, losses, or damages** arising from any breach of representations and warranties made in this Agreement.

10. GOVERNING LAW

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

11. ENTIRE AGREEMENT

- This Agreement constitutes the **entire agreement** between the parties with respect to the subject matter hereof and supersedes all prior agreements, 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 together shall constitute **one and the same instrument**.

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

SELLER:

Kevin J Goncalves Segredo

Signature: _____ 

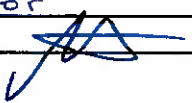
Date: 04/02/2025

BUYER:

Ozias Holding Ltd

Authorized Representative: Marios Tziortzis

Title: Director

Signature: _____ 

Date: 04/02/2025

BONUS OPERATION N.V.

Authorized Representative: Kevin Goncalves Segredo

Title: Director

Signature: _____ 

Date: 04/02/2025