

SHARE TRANSFER AGREEMENT

THIS SHARE TRANSFER AGREEMENT (the "Agreement") is made as of this **12th day of December 2025**.

BETWEEN:

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

AND

2. **GM LINE HOLDING LTD**, a company registered in Cyprus under a company number HE 455062 whose registered office is at Boumpaulinas 1-3 BOUBOULINA BUILDING, Flat/Office 42, 1060, Nicosia, Cyprus (the "Buyer")

RECITALS:

A. The Seller is the registered and beneficial owner of all outstanding common shares (the "Shares") in **Bonus Operations N.V.** a private company incorporated under the laws of Curaçao (the "Company"), with Company register number 161022 and its registered office located at 17 Chuchubiweg, Curacao.

B. The total number of outstanding shares of the Company is 100.

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.

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 **€55 000 EUR** (fifty-five thousand euros) shall be paid by the Buyer as follows:

(a) **50% (EUR 27,500)** shall be paid upon execution of this Agreement, directly to the Seller, to the bank account or wallet for details designated in writing by the Seller.

(b) **50% (EUR 27,500)** shall be paid upon completion of the transaction in accordance with article 6 of this Agreement in fiat currency directly to the Seller's designated bank account.

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) 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:

(a) 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 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.
- (e) The Seller hereby declares and confirms that the domain included in the CGA license has never been operational, that no players have been registered, and that there are no claims, player balances, or liabilities associated with it. The Seller further undertakes that if any claim, complaint, investigation, regulatory request, assessment, penalty, or liability arises in connection with any past activity of the Company prior to completion, whether from players, regulators or any other third party, the Seller shall be solely responsible for such matters and shall fully settle, indemnify, and hold harmless the Buyer and the Company.

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:** 100
- **New Shareholder:** GM LINE HOLDING LTD
- **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 Cyprus.

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: 12-12-2025

GM LINE HOLDING LTD,

Buyer

Irina Fihd

Signature: _____

Date: 27-02-2026

