

**THIS AMENDMENT AGREEMENT dated 10 February 2026 (the “Amendment”)
TO THE SHARE TRANSFER AGREEMENT DATED 12 of December 2025 by and
between:**

(1) OZIAS HOLDINGS LIMITED, a company incorporated under the laws of the Republic of Cyprus with registration number HE 464220, having its registered office at 75 Prodromou, ONEWORLD PARKVIEW HOUSE, 4th Floor, 2063 Nicosia, Cyprus (the “**Seller**”); and

(2) GM LINE HOLDING LTD, a company incorporated under the laws of the Republic of Cyprus with registration number HE 455062, having its registered office at Bouboulinas 1-3, Bouboulina Building, Flat/Office 42, 1060 Nicosia, Cyprus (the “**Buyer**”).

The Seller and the Buyer are hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”.

WHEREAS:

(A) The sole shareholder of the Buyer, Mrs Meri Kandelaki, entered into a letter of intent (the “**LOI**”) with the Seller regarding the acquisition of **Bonus Operations N.V.**, a company incorporated under the laws of Curaçao with company registration number 161022 and its registered office at 17 Chuchubiweg, Curaçao (the “**Company**”).

(B) Pursuant to the LOI, Mrs Meri Kandelaki paid a deposit of EUR 8,000 to the Seller on behalf of the Buyer.

(C) The Parties entered into a Pre-sale and Debt Settlement Agreement dated 12 December 2025 (the “**Pre-sale Agreement**”) and a Share Transfer Agreement dated 12 December 2025 (the “**Share Transfer Agreement**”), pursuant to which the Seller agreed to sell to the Buyer 100 shares in Bonus Operations N.V.

(D) The Parties wish to amend the Share Transfer Agreement and enter this Amendment, in accordance with the terms and conditions set out herein.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. Purchase Price

The Parties hereby agree that the total purchase price for the Shares shall be EUR 80,000 (the “**Purchase Price**”).

2. Payment of the Purchase Price

The Purchase Price has been and shall be paid as follows:

2.1 Tranche 1

The Seller acknowledges receipt of a deposit in the amount of EUR 8,000 paid by Mrs Meri Kandelaki on behalf of the Buyer (the “**Tranche 1**”). The Parties agree that Tranche 1 shall be credited towards the Purchase Price at Completion.

2.2 Tranche 2

The Buyer, through its authorised representative, has paid to the Seller a deposit in the amount of EUR 17,000 under the Pre-sale Agreement (the "Tranche 2"), out of which:

(a) EUR 11,480 was applied towards Invoice No. 2555750/18/07/2025 representing the CGA Supervision License Fee for the period 1 July – 31 December 2025; and

(b) EUR 5,520 remains held in the Seller's account.

2.3 Tranche 3

The Buyer shall pay to the Seller the amount of EUR 15,000 (the "Tranche 3") prior to Completion.

2.4 Tranche 4

The amount of EUR 40,000 (the "Tranche 4") shall be paid at Completion.

3. Failure to Complete

If Completion does not occur:

(a) Tranche 4 shall not be payable to the Seller; and

(b) the Seller shall reimburse to the Buyer the amounts representing Tranche 1, Tranche 2 and Tranche 3 within five (5) banking days from the date on which Completion was scheduled to occur.

4. Completion

Completion shall be deemed to occur upon the occurrence of all of the following:

(a) submission of all required supporting documentation, including KYC and due diligence documentation in respect of the Buyer;

(b) receipt of official written approval from the Curaçao Gaming Authority confirming the change of ownership and registration of the Buyer as the lawful beneficial owner of the Shares;

(c) registration of the Buyer as shareholder and ultimate beneficial owner in the Curaçao Corporate Registry and the Curaçao UBO Registry (if applicable);

(d) registration of the change of director and registered address in the Curaçao Corporate Registry; and

(e) transfer to the Buyer of access to all relevant corporate and operational accounts.

5. Costs and Expenses

All out-of-pocket expenses incurred in relation to the transfer of the Shares, including regulatory fees, notarial fees and administrative expenses, shall be borne solely by the Buyer.

6. Remaining Provisions

Except as expressly amended herein, all other provisions of the Share Transfer Agreement shall remain in full force and effect.

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

THE SELLER

By: 

Name: Marius Tziortzis

For and on behalf of

OZIAS HOLDINGS LIMITED

Director

THE BUYER

By: 

Name: Irina Fild

For and on behalf of

GM LINE HOLDING LTD

Director

