

DOMAIN NAME SALE AND OWNERSHIP TRANSFER AGREEMENT

This Domain Name Sale and Ownership Transfer Agreement (the “**Agreement**”) between

1. **Versus Odds B.V.**, a company registered and incorporated under the laws of Curacao with company registration number 147011 and having its registered address at Korporaalweg 10, Willemstad, Curaçao (the “**Seller**”); and
2. **Modern World Entertainment B.V.**, a company registered and incorporated under the laws of Curacao with company registration number 163861 and having its registered address at Korporaalweg 10, Willemstad, Curaçao (the “**Buyer**”).

Hereinafter also referred to individually as “**Party**” or collectively as “**Parties**”.

WHEREAS the Seller is listed as the owner of the website domain names listed in Exhibit A (collectively the “**Domain Names**”) in the domain name registry maintained by the registrar listed in Exhibit A (the “**Registrar**”).

WHEREAS the Seller wishes to sell to the Buyer all of its interest in the Domain Names.

THE PARTIES THEREFORE AGREE AS FOLLOWS:

1. SALE OF DOMAIN NAMES

- 1.1. The Seller hereby sells to the Buyer all of its interest in the Domain Names, all trademark and service mark rights, whether direct or derived from the Domain Names, and all other intellectual property or proprietary rights based on or related to the Domain Names, and the registrations of the Domain Names with the Registrar or any other organization entitled to register domain names. The Seller shall change the registration of the Domain Names to the Buyer and the Buyer will become the registered owner of the Domain Names.
- 1.2. The Domain Names are registered with Registrar as specified in Exhibit A. Upon confirmation of receipt of payment in accordance with section 2, Seller shall provide Buyer with a password or Seller shall push the Domain Names to Buyer’s account at Registrar within two (2) days of receiving payment. This enables Buyer to modify the registration information as desired, transfer the Domain Names to a different Registrar, and/or to change Buyer’s password/username to take full control of the Domain Names.

2. PAYMENT

- 2.1. Consideration. As consideration for the sale of the Domain Names and the Seller’s representations, the Buyer shall pay the Seller [REDACTED], to be paid within seven (7) days of the Effective Date.
- 2.2. No Early Assignment. The Buyer may not assign or otherwise encumber its interest in the Domain Names or any associated registrations until it has made the payment in accordance with clause 2.1 to the Seller. Any assignment or encumbrance contrary to this provision shall be void.

3. SELLER’S REPRESENTATIONS

- 3.1. The Seller hereby represents to the Buyers that the Seller:
 - 3.1.1. it is the sole owner of all interest in the Domain Names;
 - 3.1.2. is the registrant listed in the records of the Registrar of the registrations of the Domain Names, and owes no fees to the Registrar or any other entity with regard to the registrations of the Domain Names;

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- 3.1.3. has not assigned, transferred, licensed, pledged, or otherwise encumbered, or agreed to do any of these, the Domain Names;
- 3.1.4. has full power and authority to enter into this Agreement and make the sale in accordance with clause 1.1;
- 3.1.5. properly registered the Domain Names with the Registrar without committing fraud, misrepresentation, or other false statements, has current domain name registrations for the Domain Names, and has not changed registrations from the Registrar to any other registrar;
- 3.1.6. is not aware of any third-party consents, assignments, or licenses that are necessary to perform under this Agreement;
- 3.1.7. is not aware of any violation, infringement, or misappropriation of any third party's rights (or any claim of those) by the Domain Names.

3.2. The Seller shall immediately notify the Buyer if any facts or circumstances arise that would make any of these representations inaccurate.

4. ADDITIONAL DOCUMENTS

4.1. On request, the Seller shall:

- 4.1.1. provide the Buyer with a complete copy of all documentation (in any format) relating to the Domain Names for the Buyer's own use, to meet record-keeping requirements of the Buyer, or to allow the Buyer to assert its rights as granted under this Agreements; and
- 4.1.2. sign any additional documentation, including any forms required by the Registrar of the Domain Names or separate assignments of the Domain Names and perform all lawful acts necessary to record the Agreement.

5. NO FUTURE USE, OBJECTION

5.1. After the Effective date, the Seller may make no further use of the Domain Names, except as authorized by the prior written consent of the Buyer, and the Seller may not challenge the Buyer's use or ownership of the Domain Names. The Seller also may take no action that could be of detriment to the validity of the Doman Names, including registering any domain name that includes the domain names in Exhibit A or any domain names confusingly similar to the domain names in Exhibit A.

6. LIABILITY, ASSETS

6.1. The Parties agree that on the Effective Date any assets and any financial or other liabilities in connection with the Domain Names are transferred from the Seller to the Buyer.

7. GOVERNING LAW

7.1. The Agreement shall be governed and construed in accordance with the laws of Curaçao and both Parties warrant to comply with the Laws of Curaçao.

7.2. The Parties shall attempt to resolve any dispute, controversy or claim deriving from or in conjunction with this Agreement, or a breach, termination or invalidity thereof, amicably. Failing to do so, such dispute, controversy or claim deriving from or in conjunction with this Agreement, or a breach, termination or invalidity thereof, shall be exclusively settled by the courts of Law in Curaçao.

8. COUNTERPARTS

8.1. This Agreement may be executed in multiple copies, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. When all of the Parties and signatories

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have executed any copy hereof, such execution shall constitute the execution of this Agreement, whereupon it shall be effective. Execution and delivery of this Agreement by exchange of .PDF format scanned copies or by electronic signature bearing the signatures of the Parties will constitute a valid and binding execution and delivery of this Agreement by the Parties.

9. SEVERABILITY

9.1. If any one or more of the clauses contained in this Agreement is, for any reason, held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions of this Agreement, but this Agreement will be construed as if those invalid, illegal, or unenforceable provisions had never been contained in it, unless the deletion of those provision would result in such a material change so as to cause completion of the transaction contemplated by this Agreement to be unreasonable.

10. NOTICES

10.1. Writing; Permitted Delivery Methods. Each Party giving or making any notice, request, demand, or other communication required or permitted by this Agreement shall give that notice in writing and use one of the following types of delivery, each of which is a writing for purposes of this Agreement: personal delivery, mail (registered or certified mail, postage prepaid, return-receipt requested), internationally recognized overnight courier (fees prepaid), facsimile or email.

10.2. Addresses. A Party shall address notices under this section to a Party at the following addresses:

If to the Seller:

Address: Korporaalweg 10, Willemstad, Curaçao

Email: legal@blueoceangaming.com

If to the Buyer:

Address: Korporaalweg 10, Willemstad, Curaçao

Email: compliance@kmlpartners.com

10.3. Effectiveness. A notice is effective only if the Party giving notice complies with clauses 9.1 and 9.2 and if the recipient receives the notice.

11. WAIVER

11.1. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement will be effective unless it is in writing and signed by the Party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy, whether or not similar, and no waiver will constitute a continuing waiver, unless the writing so specifies.

12. HEADINGS

12.1. The descriptive headings of the sections and clauses of this Agreement are for convenience only, and do not affect this Agreement's construction or interpretation.

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13. EFFECTIVENESS

- 13.1. This Agreement will become effective when all Parties have signed it. The date this Agreement is signed by the last Party to sign it (as indicated by the date associated with that Party's signature) will be deemed the date of this Agreement (the "**Effective Date**").

14. NECESSARY ACTS; FURTHER ASSURANCES

- 14.1. Each Party shall use all reasonable efforts to take, or cause to be taken, all actions necessary or desirable to consummate and make effective the transactions this Agreement contemplates or to evidence or carry out the intent and purposes of this Agreement.

IN WITNESS WHEREOF this Agreement has been duly signed and executed.

Seller

Versus Odds B.V.

DocuSigned by:

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By: **Blazhe Kopitovikj**
Title: **Managing Director**

Date: 21 March 2025

Buyer

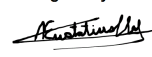
Modern World Entertainment B.V.

Signed by:

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By: **Lorenza Godett on behalf of Xecutive Corporate Management B.V.**
Title: **Managing Director**

Date: 3/17/2025

Signed by:

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By: **Analissa M. Eustatius Heiland on behalf of Xecutive Corporate Management B.V.**
Title: **Managing Director**

Date: 3/19/2025

EXHIBIT A

List of Domain Names

Domain Name	Registrar Name	Date of registration
www.horuscasino.com	GoDaddy.com, LLC	1 February 2019
www.hazcasino.com	GoDaddy.com, LLC	4 February 2020
www.vegazcasino.com	GoDaddy.com, LLC	27 September 2019
www.depositwin.com	GoDaddy.com, LLC	24 February 2020
www.kryptosino.com	GoDaddy.com, LLC	21 October 2021
www.wolfycasino.com	GoDaddy.com, LLC	23 October 2019
www.stupidcasino.com	GoDaddy.com, LLC	13 January 2022
www.bet-nox.com	GoDaddy.com, LLC	28 October 2022

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