

SHARE SALE AND TRANSFER AGREEMENT

THIS SHARE SALE AND TRANSFER AGREEMENT is made with effect from 10th day of July 2024, by and between:

1. **IBRAHIM KASEM**, holder of Swedish passport number 35651151, residing at Högasvägen 51 D 1101, 65597 Molkom, Sweden, hereinafter the Seller (the "**Seller**");

and
2. **STUDENT NAZAR**, holder of Ukrainian passport number FV879551, residing at Agias Varvaras, House 4, Agios Tychonas, 4521, Limassol, Cyprus, hereinafter the Purchaser (the "**Purchaser**")

WHEREAS:

- (A) **INFUSION TECH B.V.**, a private company with limited liability incorporated on July 29, 2010 under the laws of Curaçao and having its registered office at Chuchubiweg 17, Willemstad, Curaçao, registered at the Curaçao Chamber of Commerce & Industry under registration number 120001, hereinafter referred to as the Company (the "**Company**").
- (B) The Seller is the registered owner of 6,000 registered shares with a nominal value of One United States Dollars (USD 1,00) each, numbered 1 up to and including 6000, in the issued share capital of the Company, which Shares constitute the entire issued share capital of the Company, hereinafter referred to as the Shares (the "**Shares**").
- (C) The Seller wishes to sell, and the Purchaser wishes to purchase the Shares according to the terms and conditions hereinafter contained.

NOW IT IS HEREBY AGREED as follows:

1. Subject to the terms and conditions hereof, the Seller hereby sells and transfers the Shares to the Purchaser and the Purchaser hereby purchases and accepts the Shares from the Seller, free from all liens, charges and encumbrances and with all rights attached thereto of whatever nature.
2. **PURCHASE AND SALE:** Seller hereby agrees to transfer, sell and convey to the Purchaser a total of 6000 Shares in the issued share capital of the Company.

3. The Purchaser, **Mr. STUDENT NAZAR**, shall receive and purchase from Seller 6,000 Shares (the "Shares"), numbered 1 up to and including 6,000, each with a par value of One United States Dollars (US\$ 1.00) per share in the issued share capital of the Company, which Shares represent one hundred percent (100%).
4. **PURCHASE PRICE:** The Purchase Price for the Shares shall be Six Thousand and Five Hundred Euros (**EUR 6,500**) (the "Purchase Price").
5. Seller shall retain title of the Shares and the transfer of ownership of the Shares shall be suspended until full payment of the Purchase Price by the Purchaser has been received by the Seller. Upon receipt of payment acquaintance thereof shall be given by Seller to Purchaser.
6. The Seller warrants the validity of the Shares and its ownership thereof free of any encumbrances, security interests or liens of any kind and is fully entitled and vested with all required power of authority to transfer the Shares to the Purchaser.
7. All dividends which shall be paid on the Shares as of the date of transfer shall be for the benefit of Purchaser.
8. The transfer of the Shares sold and purchased as referred to herein shall take place by the execution of the present Agreement and the written acknowledgement thereof by the Company, which acknowledgement shall be annotated on the present Agreement.
9. The Seller declares to transfer under this agreement the legal and beneficial ownership of the Shares, and Purchaser declares to accept the legal and beneficial ownership of the Shares.
10. The Seller hereby warrants and represents to the Purchaser and/or its assigns that, except as otherwise disclosed in writing in prior to the date of completion of this Agreement:
 - a. The Seller is the registered owner of the Shares and the Shares are free from any option, lien or other encumbrance other than contained in the Company's Articles of Incorporation or in this Agreement and comprise the total outstanding share capital of the Company. No options, or similar rights to subscribe for or otherwise acquire Shares in the Company are outstanding.
 - b. The Company is registered as properly established and existing under Curaçao law, entitled to carry on such business as is conducted now.
 - c. No court proceedings are pending and there are no facts or circumstances known to the Seller to date which could lead to court Proceedings.
11. Parties herewith irrevocably waive their right to dissolve or rescind this agreement or to demand its dissolution or recession.

12. There exist no options or other rights under which any person may demand the transfer of one or more of the Shares sold under this agreement.
13. The covenants and conditions contained in this Agreement shall apply to and bind the parties and the heirs, legal representatives, successors and permitted assigns of the Parties.
14. The Parties waive all their rights under the Curaçao law to demand dissolution or annulment of this Agreement.
15. Except as otherwise required by law, all announcements, notices and other communications pursuant to this Agreement will be delivered to the addresses mentioned in the heading of this Agreement or such other address as one party has communicated to the other parties.
16. This Agreement shall be governed by and construed in accordance with the laws of Curaçao. For the exclusive benefit of the Purchaser, the Purchaser and the Company hereby irrevocably submit to the jurisdiction of the Curaçao Courts in connection with any disputes arising under this Agreement. This submission by the Purchaser and the Company to such jurisdiction will not preclude the Purchaser from taking proceedings in any appropriate Court of any other jurisdiction, whether concurrently or not.
17. This Agreement may be executed in one or more counterparts or on one or more signature pages, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS whereof the undersigned have caused their hands to be set on this Agreement as of the date first above written.

For and on behalf of

SELLER



IBRAHIM KASEM

For and on behalf of

PURCHASER



STUDENT NAZAR

ACKNOWLEDGEMENT

The Company hereby acknowledges the transfer of the Shares herein laid down, which transfer will be duly recorded in the Shareholders Register of the Company

Signed with effect from 10th day of July 2024, 2024.

For and on behalf of **Infusion Tech B.V.**



CAPITAL TRUST CORPORATION N.V.

Title/ Managing Director

Signature: Mr. Roland E.G. de Mei

as the Managing Director of Capital Trust Corporation N.V.