

SHARE TRANSFER AGREEMENT

Trevor Mallia bearing passport number 1394265 residing in 76 Chelveston Road
Coventry CV6 1PG; further to be referred to as "Transferor",

and

Michael Gary Carlton bearing passport number 562473958 residing in 23 Ragged Staff Wharf
Queensway Quay Gibraltar GX11 1AA further to be referred to as "Transferee",

Taking into consideration that:

The Transferor holds shares numbered 051 through 100 in MCG Technologies N.V., a limited liability company established at Zuikertuintjeweg z/n in Curaçao, registered at the Curaçao Chamber of Commerce & Industry under number 166630, further to be referred to as the "Company", for shares, numbered 051 through 100, each with a nominal value of 1 XCG.

Transferor desires to sell for consideration of XCG 50, and transfer to the Transferee the shares referred to above, numbered 051 through 100, each with a nominal value of XCG 1 in the corporate stock of the Company (the "Shares"), while the Transferee desires to accept from Transferor the Shares.

Transferee has paid the purchase price of the Shares noting that all issued shares remain paid up in full.

NOW THEREFORE, parties hereby expressly agree and accept the following:

The Transferor hereby sells for consideration of XCG 50 and transfers unto the Transferee the Shares in the capital stock of the Company and the Transferee does hereby accept and acknowledge such transfer in according to article 2:210 sub 2 of the Civil Code Curacao.

The Transferor hereby represents and warrants to Transferee that both at the date of this deed and at the date on which the transfer of the Shares is effective:

- a. Transferor is the sole holder and legal and beneficial owner of the Shares, has full title thereto and is entitled to transfer those shares;
- b. Transferor has not granted or agreed to grant any pledge or other encumbrance over the Shares, and there are no agreements or arrangements affecting the Shares or which would fetter or otherwise prejudice the rights of Transferee;
- c. The Shares are not subject to any attachment, and no depository receipt (certificaten van aandelen) or share certificates (aandeelbewijzen) have been issued for the Shares.

Parties shall do all such further acts, seek to obtain all such consents and cooperation from third parties, give all such further notices and execute all such further documents as shall be necessary to fully effectuate the transactions contemplated by this deed.

This deed shall have effect as of the first date of signing hereof. The transfer of the full and legal ownership of the Shares shall be effective as of the acknowledgement by the Company of this deed, or as of the service of this deed upon the Company, whichever occurs first.

To the fullest extent permitted by the laws of Curaçao, each of the Parties hereby waives its rights to rescind (ontbinden) this deed or to void (vernietigen) the legal acts (rechtshandelingen) performed under or pursuant to this deed. The mistaken party shall bear the risk of any mistake (dwaling) in making this deed.

This deed shall be construed in accordance with and governed by the laws of Curaçao. Any dispute or difference arising in connection with this deed which cannot be amicably settled between the Parties, shall be submitted to the Court of First Instance in Curaçao.

IN WITNESS WHEREOF, the undersigned have executed this agreement.

Signed in Curaçao, on May 20, 2026



Trevor Mallia
Transferor

Michael Gary Carlton
Transferee

The Company hereby acknowledges the transfer of the shares as laid down in the deed of transfer of shares dated May 20, 2026 ("Deed") and undertakes to immediately register the transfer of the Shares and the date thereof in the shareholders' register of the Company and have this registration signed by a managing director of the Company while providing the Transferee with an extract thereof.

MCG Technologies N.V.
The Company