

TRANSFER OF SHARES AGREEMENT

The undersigned:

1. **Mr. Viral Mulraj Jhaveri**, born on February 10, 1976 in Mumbai, Maharashtra, India and holder of an Indian passport with number X2908084, residing at 316/15 Street, Flat 206, Al Raffa, PO BOX 1, Dubai, UAE (hereinafter referred to as "the Transferor");
2. **Swamico Holdings Limited**, a company duly registered in the Republic of Cyprus with its registered office at Tenarou 4, Agios Dometios, 2360, Nicosia, Cyprus, entered into the registrar held by the Ministry of Energy, Commerce and Industry, Department of Registrar of Companies and Intellectual Property, Nicosia, under number HE 470238 (hereinafter referred to as "the Transferee");
3. **Blue Pepper B.V.**, a limited liability company established under the laws of Curaçao, Trade Commercial number 146398, having its registered offices at Villapark Rooi Catootje 6, Willemstad, Curaçao (hereinafter referred to as "the Company");

WHEREAS:

1. The Transferor is legally and beneficially entitled to 100 registered shares with a nominal value of USD 1.00 each, numbered 1 up to and including 100 in the issued share capital of the Company;
2. The Transferor as shareholder wishes to transfer 100 shares numbered 1 up to and including 100 and the Transferee wishes to acquire the shares;
3. The parties hereto wish to conclude their agreement of the sale and transfer of the shares on the terms and conditions hereinafter contained.

NOW THEREFORE the parties hereby agree as follows:

Article 1 – The Shares

1. The Transferor hereby sells and transfers, and the Transferee hereby purchases and accepts all rights and title to 100 shares, numbered 1 up to and including 100 with a nominal value of USD 100 each in the issued share capital of the Company (hereinafter referred to as "the Shares").
2. The Company hereby acknowledges this transfer of shares and shall arrange for entry of this transfer in its shareholders' register.
3. All proceeds from and costs related to the Shares shall accrue to or, as the case may be, be borne by the Transferee as of the date of signature of this agreement.

Article 2 - Purchase price

1. The purchase price for the Shares has been paid by the Transferee to the Transferor.
2. The Transferor hereby discharges the Transferee for payment of the purchase price.

Article 3 – Guarantees

1. The Transferor guarantees the Transferee that:
 - a. all costs with regard to the fiscal situation of the Company until today will be borne by the Transferor;
 - b. the Transferor is legally and beneficially entitled to the Shares and the Shares comprise the total issued share capital of the Company and no options for new shares in the Company are outstanding;
 - c. the Shares are free from any agreement, distress, attachment, option, lien, pledge, usufruct or other encumbrance;
 - d. the share transfer restrictions as mentioned in the articles of association of the Company have been complied with;
 - e. the Company is a company properly existing under the laws of Curaçao, entitled to carry on such business as set out in the object's clause of its articles of association;
 - f. the Transferor will indemnify the Transferee against any and all debts, claims, losses and liabilities of the Company arising out of the activities of the Company during the period of the Company's activity up to the date of execution of this present agreement;
 - g. no court proceedings are pending and there are no facts or circumstances known to date which could lead to court proceedings;
 - h. no resolutions to dissolve the Company, to amend its articles of association or to pay any dividends have been adopted;
2. The Transferor declares that it has furnished the Transferee with all information, data and documentation which the Transferor should have reasonably made available to the Transferee under this agreement.

Article 4 - Dissolution

The parties hereto waive the right to request dissolution of this agreement.

Article 5 - Jurisdiction

This Agreement shall be governed and construed in accordance with the laws of Curaçao and the parties hereto submit to the exclusive jurisdiction of the competent court in Curaçao.

Article 6 - Clause headings

Clause headings in this agreement are for ease of reference only and in no way affect the construction thereof.

IN WITNESS WHEREOF the parties hereto have executed this agreement on January 28, 2025.

The Transferor



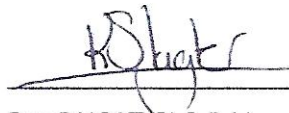
By: Mr. Viral Mulraj Jhaveri

The Transferee



By: Mr. Panagiotis Maratheftis

The Company



By: DUCAT SLS B.V.