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Share Transfer Agreement

This Share Transfer Agreement (the "Agreement") is dated the 17th July 2025 and sets out the terms and conditions upon which;

- (1) Fips Holding B.V., a company incorporated in Curacao will transfer certain shares held by the Transferor to (the "Transferor"),
 - (2) Mr. Michael Schembri Parnis holder of passport number 1293424 (the "Transferee"),
- (together, the "Parties").

WHEREAS, the Transferor is the registered proprietor of 2,465 shares in a Curacao registered company by the name of Smein Hosting N.V., having company number 141727 and shall transfer the number of shares as set out in Schedule A (the "Shares").

WHEREAS, the Transferee for his part is desirous of acquiring the Shares on such terms as are set out in the Agreement.

NOW, THEREFORE, IT IS HERBY AGREED as follows:

1. **TRANSFER OF SHARES** It is agreed that:
 - a. The Transferor transfers over all the Shares to the Transferee in consideration of the amount set in clause 2.
 - b. The transfer is absolute and includes all rights and obligations connected to the Shares including but not limited to all rights to dividends, capital and voting rights and for avoidance of any doubt any dividends which are due but not yet paid will become due and be paid to the Transferee.
2. **TRANSFER PRICE** It is agreed that 2,465 shares shall be transferred for the price the nominal price per share.
3. **COST OF TRANSFER** It is agreed that the cost of registering the transfer of Shares will be borne solely by the Transferee however any tax liability which may arise from the sale of the Shares shall be borne by the Transferor.
4. **WARRANTIES AND INDEMNITIES** It is agreed that :
 - a. The Transferor warrants that he is the true owner of the Shares and is absolutely entitled to all of their benefit.

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- b. The Transferor warrants that he is not acting as a nominee or trustee and that no other rights exist in connection with the Shares.
 - c. The Transferor warrants that no charge or other obligation exists over the shares whether or not registered and they are completely unencumbered.
 - d. Each Party hereby declares that they have all necessary powers and approvals to enter into this share transfer Agreement.
 - e. Each Party hereby declares that they are not aware of any matter within their control which might have any negative or adverse effect upon the performance of their obligations under this share transfer Agreement.
 - f. Each Party hereby warrants that they will not do any action which might harm, hinder or negatively affect the duties of the other Party set out within this share transfer Agreement.
 - g. The Parties hereby irrevocably warrant that they accept the exclusive jurisdiction law and courts of that jurisdiction set out in clause 7 below.
5. **VARIATION** This share transfer Agreement may be varied and any variation must be made in writing by both Parties.
6. **NOTICES** Notices served pursuant to any term of this share transfer Agreement must be served in writing and will be served only if it is handed from one Party to another in person or if delivered to the address for service of the Party in question. Notices may only be served and delivered in English.
7. **GOVERNING LAW, DISPUTES AND ARBITRATION** It is agreed that:
- a. This share transfer Agreement is made under the exclusive jurisdiction of the laws of Curacao.
 - b. Disputes under this share Agreement are the subject to the exclusive jurisdiction of the courts of Curacao.

IN WITNESS HEREOF, each Party has executed this share transfer Agreement:



Felix Michael Roemer
Shareholder of
FIPS Holding B.V



Felix Michael Roemer
Director
FIPS Holding B.V



Michael Schembri Parnis

The transfer as set forth hereinabove is hereby acknowledged on behalf of the Corporation
by its director on July 17, 2025.

Smein Hosting N.V.
By: Downtown E-Commerce Company B.V.
By: Glenn C. Rellum
Title: Director

SCHEDULE A

Name Of Company whose shares are subject to this Agreement	Number of Shares	Face Value & Premium Value	% Paid Up	Current Owner
Smein Hosting NV	2,465	1USD per share	100	FIPS Holding B.V



Felix Michael Roemer
Shareholder of
FIPS Holding B.V



Felix Michael Roemer
Director
FIPS Holding B.V



Michael Schembri Parnis