

Share Transfer Agreement

This Share Transfer Agreement ("Agreement") is made and entered into as of the 14 February 2024 by and between:

Mr. Michael Schembri, a Natural Person, holder of Maltese Identity Card Number 362086M and Residing at Dar Margarita, Nru 6, Triq tad-Dawl, Sqaq Nru 1, Zebbbbug Malta (hereinafter referred to as the "Transferor"),

and

Mr Einar Bredo Feigum Johanser, a Natural Person, holder of Passport Number 32081445 and
residing at Havegaten 1A, 3115 Tonsberg, Norway

_____ (hereinafter referred to as the "Transferee").

Whereas, Transferor is the registered holder of TWO HUNDRED (200) ordinary shares of APOLLO MKT LTD, a Company organized and existing under the laws of Cyprus (the "Company");

Whereas, Transferor desires to transfer to Transferee, and Transferee desires to acquire from Transferor, the aforementioned shares of the Company, on the terms and conditions set forth herein;

Now, therefore, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Transfer of Shares:** Subject to the terms and conditions of this Agreement, Transferor agrees to transfer to Transferee, and Transferee agrees to acquire from Transferor, TWO HUNDRED (200) ordinary shares of the Company (the "Shares"), at the purchase price of Euro ONE (€1) per share.



2. **Purchase Price:** The purchase price for the Shares shall be paid by Transferee to Transferor in cash, wire transfer, or such other method as mutually agreed upon by the parties, upon execution of this Agreement.

3. Representations and Warranties:

a. Transferor represents and warrants that it is the lawful owner of the Shares, free and clear of any liens, encumbrances, or restrictions, and has full power and authority to transfer the Shares to Transferee. Furthermore the Transferor confirms that the Shares being transferred constitute twenty percent (20%) all the shares of the Company.

b. Transferee represents and warrants that it has full power and authority to enter into and perform its obligations under this Agreement.

4. **No Liability:** The Transferor hereby confirm that he has no claims against the Transferee arising out of or in connection with any aspect of this Agreement or any transactions contemplated herein. Additionally, the Transferor further confirms that they have no claims against the Company or any of its officers, directors, employees, or agents.

5. **Other provisions:** The Parties shall cooperate to take all necessary actions and execute all document as may be necessary to formalize this share transfer as may be required. Furthermore the Transferor shall assist the company in changing Banking authorized users.

6. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of Cyprus.

7. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, relating to such subject matter.



IN WITNESS WHEREOF, the parties hereto have executed this Share Transfer Agreement as of the date first above written.

On the 14 February 2024

A handwritten signature in blue ink, appearing to be 'M. Schembri', with a stylized, cursive script.

Mr. Michael Schembri - Transferor

A handwritten signature in blue ink, appearing to be 'E. B. Feigum Johansen', with a large, stylized, cursive script.

Mr. Einar Bredo Feigum Johansen - Transferee