

SHARE TRANSFER AGREEMENT

This Share Transfer Agreement (hereinafter referred to as the “**Agreement**”) is made and entered into as of the 16th of June 2025 (hereinafter referred to as the “**Effective Date**”) by and between:

1. **Mr. Owen Alphonsus Morton**, residing at Villa-GH.M26, The Palm-Jumeirah, number 381926001, Dubai, UAE, holder of an Ireland passport # PI6341436, hereinafter referred to as the “**Transferor**”,

and

2. **Mr. Jason Harold Morton**, residing at Preti Court, T8F8, Tigne Point, Tas-Sliema, Malta, holder of an Ireland passport # PE9631794, hereinafter referred to as the “**Transferee**”.

The Transferor and the Transferee shall also be referred to individually as a “**Party**” and collectively as the “**Parties**”.

WHEREAS:

- The Transferor is the registered holder of **2,000** shares, numbered 2001 through 4000, representing 33.33% of the nominal share capital of the limited liability company incorporated under the laws of Curaçao:

“SWIVEL B.V.”

**Domiciled in Curacao, with Registry number 164460,
and having its registered address at Kaya Richard J. Beaujon Z/N, Curaçao
(hereinafter referred to as the "Company").**

Each share has a nominal value of EUR 1 (one euro).

- The Transferor subscribed to and has held legal title to the 2,000 shares since July 24th, 2023, through the date hereof.
- The Transferor now wishes to assign and transfer the aforementioned 2,000 shares to the Transferee, and the Transferee is willing to accept and acquire full legal and beneficial title to said shares.

NOW THEREFORE, the Parties agree as follows:

Article 1.

The Transferor hereby transfers, for the amount of **EUR 200,000, the ownership of two thousand (2,000) shares in the Company, numbered 2001 through and 4000**

(inclusive), to the Transferee, who hereby accepts ownership of the aforementioned shares.

Article 2.

The Transferee accepts the aforementioned 2,000 shares from the Transferor pursuant to this Agreement, and the Transferor acknowledges full receipt of consideration and grants the Transferee full discharge in respect to such transfer.

Article 3.

Delivery of the above-mentioned shares to the Transferee shall occur upon execution of this Agreement and delivery of the Company's acknowledgment of the share transfer, which shall be attached hereto.

Article 4.

The Transferor represents and warrants to the Transferee that, as of the Effective Date, the Transferor is the sole legal and beneficial owner of the shares transferred herein, holds full and unrestricted title thereto, and has full right and authority to transfer such shares to the Transferee. The Transferor further represents and warrants that the shares are fully paid up and free from any pledge, usufruct, attachment, lien, or other encumbrance of any kind.

Article 5.

The Transferee shall indemnify and hold harmless the Transferor from and against any and all claims, actions, suits, proceedings, liabilities, losses, damages, or expenses arising from or relating to events or circumstances occurring on or after the date of this Agreement in connection with the Company or the shares transferred herein.

The Transferor shall indemnify and hold harmless the Transferee from and against any and all claims, actions, suits, proceedings, liabilities, losses, damages, or expenses arising from any breach of this Agreement or relating to events or circumstances occurring prior to the date of this Agreement and connected with the shares transferred herein or the Company.

Article 6.

The shares transferred pursuant to this Agreement entitle the Transferee to all dividends and shareholder rights associated with such shares as of the Effective Date.

Article 7.

The Transferor hereby approves the transfer of the 2,000 shares, numbered 2001 through 4000, to the Transferee.

Article 8.

No amendment or modification of this Agreement shall be valid or effective unless made in writing, dated and signed by all Parties hereto.

Article 9.

This Agreement shall be governed by and construed in accordance with the laws of Curaçao. Any disputes arising out of or in connection with this Agreement shall be submitted to the exclusive jurisdiction of the competent courts in Curaçao.

Article 10.

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements or understandings, whether oral or written.

IN WITNESS WHEREOF,

This Agreement has been executed by the parties hereto in three originals, on this 16th day of June 2025.

This Agreement may be signed in counterparts and by electronic means (including scanned or faxed copies), each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

Transferor
Mr. Owen Alphonsus Morton

Transferee
Mr. Jason Harold Morton