

TRANSFER OF SHARES AGREEMENT

The Undersigned,

1. **Logflex MT Holding Limited**, established at MWH Building, Office no.1, Oratory Street, Naxxar NXR 2504, Malta, with company registration number C 77769 hereinafter referred to as “the Transferor”, and

and

2. **Vertex Target Inc**, established at Suite 9, Ansuya Estate, Royal Street, Victoria, Seychelles with company registration number 244901 hereinafter referred to as “the Transferee”,

WHEREAS:

- The Transferor is the registered owner of **1000** (100% of the share capital) shares, numbered 1 through and including 1000, each with a par value of EURO 1 in the share capital of the limited liability company incorporated under the laws of Curacao:

“Evelnex B.V.”

**Domiciled in Curacao, with Registry number 164180
(hereinafter referred as "the Company")**

- the Transferor acting as stated hereinabove, has subscribed to 100% of the Company's share capital and has acquired as such 1000 shares, which shares have been in ownership since June 19th, 2023, through the date hereof in the name of the Transferor;
- the Transferor is desirous to assign and transfer **1000** (100% of the share capital) shares to Transferee, like the Transferee is desirous to accept title to such shares.

NOW THEREFORE, have agreed as follows:

Article 1.

The Transferor herewith transfers for a total consideration of **EURO SIXTY THOUSAND (€ 60.000)** the ownership of one thousand (1000) shares of the Company, numbered 1 through and including 1000 representing the entire issued and outstanding share capital of the Company to the Transferee, who accepts the ownership of the aforementioned shares. The consideration shall be paid in full on or before the execution

date via bank transfer to the Transferor's designated account, and the Transferor confirms receipt upon execution hereof.

Article 2.

Transferee accepts the 1000 shares from the Transferor pursuant to this Deed and for which a full discharge is given to Transferee in respect of the payment obligations under this Deed.

Article 3.

The delivery of the hereinabove mentioned shares and the legal transfer of ownership of the shares to Transferee shall take effect upon execution of this agreement, subject to the fulfillment of the conditions set out in Article 6. The Transferee shall be responsible for procuring acknowledgment of the share transfer by the Company, which shall be provided within five (5) business days of the execution of this Agreement. Failure by the Company to acknowledge the transfer shall not affect the validity of the transfer between the Parties.

Article 4.

Transferor represent and warrant vis à vis Transferee that Transferor is per the date of this Deed the sole owner of the shares transferred pursuant to this Deed and has full and unrestricted title to transfer the shares to Transferee and that the shares have been fully paid and are free from any right of pledge or usufruct, arrest or any other encumbrance whatsoever. Transferor makes no representation or warranty regarding the Company's business, operations, liabilities, or financial condition, and Transferee acknowledges having conducted its own due diligence.

Article 5.

Transferee hereby indemnifies the Transferor fully for any and all claims and holds Transferor harmless from any and all actions, lawsuits, proceedings, claims, liabilities, demands, losses and damages whatsoever arising from this Agreement regarding the subject transfer of the shares or operation of the Company following the date of transfer.

Article 6.

The shares transferred pursuant to this Deed gives Transferee full title to dividends and all other shareholders rights pertaining to the shares as from the date of this Deed. The transfer of shares is conditional upon: (a) full payment of consideration; (b) execution and/or delivery of any share transfer instrument required by applicable law; and (c) any necessary regulatory approvals (if applicable).

Article 7.

Transferor approves the transfer of 1000 shares no. 1 u/i 1000 to Transferee.

Article 8.

No amendment or other deviation in this Agreement shall be effective unless it is in writing, dated and signed by all parties hereto.

Article 9.

All legal, administrative, regulatory, notarial, and any other transaction costs, duties, or taxes incurred in connection with the negotiation, preparation, execution, and completion of this Deed, including the share transfer registration, shall be solely borne by the Transferee.

Article 10.

This agreement is construed in accordance with and shall be governed by the laws of Curaçao. Any disputes arising from or in connection with this Agreement shall be submitted to a competent court in Curaçao.

IN WITNESS WHEREOF,

This agreement is executed by the parties hereto in three originals, on this 15th day of April 2025.

This agreement may be signed on faxed or scanned copies and in counterparts, each of which shall be deemed an original and which together shall constitute one document.

Transferor
Logflex MT Holding Limited
By its director
Luca Zahra Brincat

Transferee
Vertex Target Inc
By its director
Liying Cai