

TRANSFER OF SHARES AGREEMENT

The Undersigned,

1. **Prashant Naresh Patel**, residing at 17, Triq IS-Sibbiena Naxxar, NXR 3062, Malta, holder of GBR passport number 556951978, hereinafter referred to as "the Transferor", and

and

2. **3-102-949398 SOCIEDAD DE RESPONSABILIDAD LIMITADA**, established at Provincia 01 San Jose, Canton 09 Santa Ana, Santa Ana Avenida Uno, Corporate Center Jorge Volio J., with company legal ID number 3-102-949398, hereinafter referred to as "the Transferee",

WHEREAS:

- The Transferor is the registered owner of **100 (100%)** shares, numbered 1 through 100, each with a par value of EURO 1.- (one 00/100 EUROS) in the nominal share capital of the limited liability company incorporated under the laws of Curacao;

"Island Odyssey Ventures B.V."
Domiciled in Curacao, with Registry number 165285
(hereinafter referred as "the Company")

- the Transferor acting as stated hereinabove, has subscribed to 100% of the Company's nominal capital and has acquired as such 100 shares, which shares have been in ownership since January 9, 2025, through the date hereof in the name of the Transferor.
- the Transferor is desirous to assign and transfer **100 (100%)** of the hereinabove mentioned 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 an amount of **EURO €100 – (one hundred Euros)** the ownership of **one hundred (100) shares of the Company, numbered 1 through and including 100** to the Transferee (such shares representing 100% of the total issued share capital of the Company), who accepts the ownership of the aforementioned shares.


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Article 2.

Transferee accepts the 100 shares from the Transferor pursuant to this Deed and for which a full discharge is given to Transferee.

Article 3.

The delivery of the company's shares to Transferee shall be following execution of this agreement through the requisite acknowledgement by the Company of the subject transfer of the shares, which acknowledgement shall be attached hereto.

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 have 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.

Article 5.

Transferee hereby indemnify the Transferor fully for any and all claims and hold 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.

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.

Article 7.

Transferor approves the transfer of 100 shares no. 1 u/i 100 to Transferee.

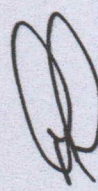
Article 8.

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.

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.

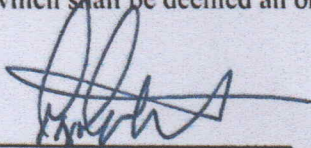
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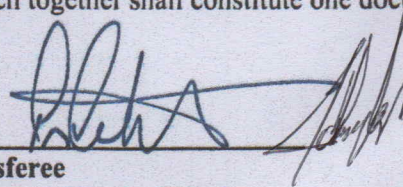
IN WITNESS WHEREOF,

This agreement is executed by the parties hereto in three originals, on this 22nd day of December 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
Prashant Naresh Patel



Transferee
3-102-949398 SOCIEDAD
DE RESPONSABILIDAD LIMITADA
By its directors': Prashant Naresh Patel and
Johnny Vargas Mora