

SHARE TRANSFER AGREEMENT

This Share Transfer Agreement (the "Agreement") is made and entered into on [Insert Date, e.g., 18 August 2025], by and between:

1. Jeroen J.H. Vet with residence in The Hague, Netherlands, (hereinafter referred to as the "Seller");
2. **[Buyer's Full Name or Entity Name]**, with [registered address or residence] in [City, Country], (hereinafter referred to as the "Buyer"); and
3. **Sinology B.V.**, a private limited liability company (besloten vennootschap) incorporated under the laws of the Netherlands, with its registered office at Traviatastraat 76, The Hague registered with the Dutch Chamber of Commerce under number 94085633, (hereinafter referred to as the "Company").

(Collectively, the "Parties", and individually, a "Party").

RECITALS

WHEREAS, the Company is a holding company that owns:

- 50% of the issued and outstanding shares in Bridges Consultants B.V., a private limited liability company under Dutch law; and
- 100% of the issued and outstanding shares in EXCEC B.V., a private limited liability company under Dutch law, which serves as the trading company of the group;

WHEREAS, the Seller is the legal and beneficial owner of 120 shares in the Company, representing 100% of the total issued and outstanding shares of the Company;

WHEREAS, the Buyer wishes to acquire from the Seller a number of shares representing at least 0.5% of the total issued and outstanding shares of the Company (the "Transferred Shares"), for the purpose of becoming a shareholder in the Company;

WHEREAS, the Seller agrees to transfer the Transferred Shares to the Buyer on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. DEFINITIONS

In this Agreement:

- "Closing" means the completion of the transfer of the Transferred Shares as described in Section 4.
- "Closing Date" means [Insert Date] or such other date as mutually agreed by the Parties.
- "Purchase Price" means the total consideration payable by the Buyer to the Seller for the Transferred Shares, as specified in Section 2.

- "Transferred Shares" means [Insert Exact Number of Shares] ordinary shares in the Company, representing approximately [Insert Percentage, e.g., 0.5% or more] of the total issued and outstanding shares of the Company as of the Closing Date.

2. TRANSFER OF SHARES

2.1 Sale and Purchase. Subject to the terms and conditions of this Agreement, the Seller hereby agrees to sell, transfer, and deliver to the Buyer, and the Buyer hereby agrees to purchase and accept from the Seller, the Transferred Shares, free and clear of any liens, encumbrances, claims, or restrictions (except as provided in the Company's articles of association).

2.2 Purchase Price. The Purchase Price for the Transferred Shares shall be €250,000. The Purchase Price shall be paid by the Buyer to the Seller in his ABN account NL90ABNA0560234856 on the Closing Date.

2.3 Conditions Precedent. The obligations of the Parties to consummate the transfer are subject to:

- Approval by the Company's board of directors and/or shareholders, if required under the articles of association.
- Execution of a notarial deed of transfer before a Dutch civil-law notary.
- No material adverse change in the Company's business or subsidiaries (Bridges Consultants B.V. and EXCEC B.V.).

3. REPRESENTATIONS AND WARRANTIES

3.1 Seller's Representations. The Seller represents and warrants to the Buyer that:

- The Seller has full legal right, power, and authority to enter into this Agreement and transfer the Transferred Shares.
- The Transferred Shares are owned free and clear of any liens, and upon transfer, the Buyer will receive good and valid title.
- There are no pending claims, litigation, or disputes affecting the Transferred Shares or the Company.
- The Company holds 50% ownership in Bridges Consultants B.V. and 100% ownership in EXCEC B.V., with no undisclosed liabilities.

3.2 Buyer's Representations. The Buyer represents and warrants to the Seller that:

- The Buyer has full legal right, power, and authority to enter into this Agreement and purchase the Transferred Shares.
- The Buyer is acquiring the Transferred Shares for investment purposes and not with a view to resale in violation of applicable securities laws.
- The Buyer has conducted due diligence and is satisfied with the Company's structure, including its holdings in Bridges Consultants B.V. and EXCEC B.V.

3.3 Company's Representations. The Company represents and warrants that:

- It is duly incorporated and in good standing under Dutch law.
- The transfer complies with its articles of association and applicable laws.

4. CLOSING

4.1 **Closing Procedure.** On the Closing Date, the Parties shall execute a notarial deed of transfer before a Dutch notary. The Seller shall deliver the Transferred Shares (via update to the shareholders' register), and the Buyer shall pay the Purchase Price.

4.2 **Post-Closing Obligations.** The Company shall update its shareholders' register and notify the Dutch Chamber of Commerce of the transfer within [Insert Timeframe, e.g., 14 days].

5. COVENANTS

5.1 The Seller covenants not to transfer any other shares in the Company without the Buyer's consent for [Insert Period, e.g., 12 months] post-Closing.

5.2 The Buyer covenants to comply with any shareholder agreements or drag-along/tag-along rights applicable to the Company.

5.3 All Parties agree to cooperate in good faith to effect the transfer, including providing necessary documentation.

6. INDEMNIFICATION

Each Party agrees to indemnify and hold harmless the other Parties from any losses arising from breaches of their respective representations, warranties, or covenants.

7. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by the laws of the Netherlands. Any disputes arising hereunder shall be resolved exclusively by the competent courts in [Insert City, e.g., Amsterdam], Netherlands.

8. MISCELLANEOUS

8.1 **Entire Agreement.** This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements.

8.2 **Amendments.** Any amendments must be in writing and signed by all Parties.

8.3 **Severability.** If any provision is held invalid, the remainder shall remain in effect.

8.4 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

Seller:

[Signature]

[Name]

[Date]

Buyer:

[Signature]

[Name]

[Date]

Company (Sinolog B.V.):

[Signature of Authorized Representative]

[Name and Title]

[Date]