

## **SHARE SALE AND TRANSFER AGREEMENT**

THIS SHARE SALE AND TRANSFER AGREEMENT is made with effect from the 4<sup>th</sup> day of February 2026 by and between:

- 1 **Todor Vanev Argirov**, citizen of Bulgaria, with address at Pavlikeni 5200 Vasil Levski Str. 1 entrance A flat 5, apt 20 and with passport number **386420577** (the “Vendor”); and
- 2 **Dravin Holdings Limited**, a company incorporated under the laws of Cyprus, with register number HE471496, with address at Prodromou, 75 Oneworld Parkview House, 4<sup>th</sup> floor 2063, Nicosia, Cyprus (the “Purchaser”);

WHEREAS:

- (A) **Modern World Entertainment B.V.** is a company incorporated under the laws of Curaçao and having its registered office at Korporaalweg 10, Willemstad (the “Company”).
- (B) The Vendor is the registered owner of 100 registered shares of 1.00 each, numbered 1 to 100 inclusive, in the issued share capital of the Company, which shares constitute the entire issued share capital of the Company (the “Shares”).
- (C) The Vendor wishes to sell and the Purchaser wishes to purchase the Shares according to the terms and conditions hereinafter contained.
- (D) **Dravin Holdings Limited** purchases 100 shares numbered 1 up to and including 100.

NOW IT IS HEREBY AGREED as follows:

1. Subject to the terms and conditions hereof, the Vendor hereby sells and transfers the Shares to the Purchaser and the Purchaser hereby purchases and accepts the Shares from the Vendor, free from all liens, charges and encumbrances and with all rights attached thereto of whatever nature.
2. The transfer of the Shares sold and purchased as referred to herein shall take place by the execution of this present Agreement and the written acknowledgement thereof by the Company, which acknowledgement shall be annotated on the present Agreement.
3. The Vendor hereby warrants and represents to the Purchaser and/or its assigns that, except as otherwise disclosed in writing prior to the date of completion of this present Agreement:
  - a. The Vendor is the registered owner of the Shares and the Shares are free from any option, lien or other encumbrance other than contained in the Company’s Articles of Incorporation or in this Agreement and comprise the total outstanding share capital of the Company. No options, or similar rights to subscribe for or otherwise acquire shares in the Company are outstanding;
  - b. The Company is registered as properly established and existing under Curaçao law, entitled to carry on such business as is conducted now;
  - c. No court proceedings are pending and there are no facts or circumstances known to the Vendor to date which could lead to court proceedings;

4. Parties herewith irrevocably waive their right to dissolve or rescind this agreement or to demand its dissolution or recession.
5. Except as otherwise required by law, all announcements, notices and other communications pursuant to this Agreement will be delivered to the addresses mentioned in the heading of this Agreement or such other address as one party has communicated to the other parties.
6. This Agreement shall be governed by and construed in accordance with the laws of Curaçao. For the exclusive benefit of the Vendor, the Purchaser and the Company hereby irrevocably submit to the jurisdiction of the Curaçao Courts in connection with any disputes arising under this Agreement. This submission by the Purchaser and the Company to such jurisdiction will not preclude the Vendor from taking proceedings in any appropriate Court of any other jurisdiction, whether concurrently or not.
7. This Agreement may be executed in one or more counterparts or on one or more signature pages, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS whereof the undersigned have caused their hands to be set on this Agreement as of the date first above written.

For and on behalf of  
The Vendor

For and on behalf of  
The Purchaser

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**Todor Vanev Argirov**

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**Dravin Holdings Limited**  
**Andreas Argyrou - Director**

The Company hereby acknowledges the transfer of the Shares herein laid down, which transfer will be duly recorded in the Shareholders Register of the Company.

Signed with effect from the 4<sup>th</sup> day of February 2026

For and on behalf of  
Modern World Entertainment B.V.

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Xecutive Corporate Management B.V.  
By: Analissa Heiland and Lorenza Godett  
Title: Managing Director