

Deed of Sale and Transfer of Shares

This Deed of Sale and Transfer of Shares ("Agreement"), made as of the 01st day of July, 2024 ("Effective Date"), is entered into by:

The undersigned:

1. **MONTECY HOLDING LTD**, incorporated in the Republic of Cyprus with registration number HE 419224 and having its registered office at Filippou, 11 Agios Dometios, 2363, Nicosia, Cyprus, referred to as: "**Seller**";

and

2. **JOZEF ULRICH**, citizen of the Federal Republic of Germany with passport number C4WOT13PT, residing at 1, Irakleidon, Royal Gardens House A, Apt.:13, Germasogeia, 4041, Cyprus, hereinafter referred to as: "**Purchaser**";

and

3. The private limited company duly organized under the laws of Curaçao, **PRIMARY MEDIA B.V.**, having its registered address at Dr. H. Fergusonweg 1, Curacao, registered at the Curaçao Chamber of Commerce & Industry with number 153138, hereinafter referred to as: "**Company**";

Undersigned under 1. & 2. hereinafter jointly referred to as: "**Parties**" and individually as "**Party**".

WHEREAS:

- A. The Seller is the sole owner of 1 share of **PRIMARY MEDIA B.V.**, a company duly incorporated and registered in Curacao with registration number 153138, having its registered address at Dr. H. Fergusonweg 1, Curacao ("**the Company**");
- B. The Seller has agreed to sell and the Purchaser agreed to buy 1 share (with a par value of USD 1,00) representing 100% in the share capital of the Company ("**the Shares**") with full title guarantee free from any Encumbrances and the Purchaser has agreed to purchase same upon and subject to the terms and conditions contained herein below.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. INCORPORATION OF PREAMBLE

The Preamble to this Agreement is hereby made an integral and inseparable part thereof and becomes an operative part of this Agreement.

2. INTERPRETATION AND DEFINITIONS

2.1. INTERPRETATION

In this Agreement, unless the context otherwise requires, it is agreed that:

- (a) words in the singular include the plural, words in the plural include the singular, words importing the masculine gender include the feminine, and words importing the feminine gender include the masculine;
- (b) headings and paragraphs are for the purpose of organization only and shall not be used to interpret this Agreement;
- (c) references to "this Agreement" include its Preamble, Recitals and Annexes, (which are incorporated herein by reference) and this Agreement as from time to time amended, unless otherwise stated;
- (d) references in this Agreement to Preamble, Recitals, Sections, Articles, Clauses, Sub-Clauses and Annexes, are to the preamble, recitals, sections, articles, clauses and sub-clauses of, and annexes and schedules to, this Agreement, unless otherwise stated;
- (e) references to a law, statute or statutory provision include that law, statute or provision as from time to time modified, completed or republished, whether before or after the date of this Agreement; provided, however, that nothing in this paragraph (e) shall operate to increase the liability of any Party beyond that which would have existed had this paragraph (e) been omitted; and
- (f) references to persons include their heirs, assigns and/or successors in title and their subsequent successors.

2.2. DEFINITIONS

"Agreement" means this Share Purchase Agreement.

"Applicable Law" means the law of Curacao.

"Seller" shall have the meaning given to such term in the Preamble.

"Company" shall have the meaning given to such term in the Preamble.

"Closing" means and shall be deemed to mean the act of completing the purchase and sale transactions pertaining the Shares contemplated by this Agreement as and when all the actions required for the transfer of the title to the Shares have been fully performed.

"Day" or **"Days"** means working days in the Republic of Cyprus.

"Effective Date" means the date when the terms and conditions of this Agreement become legally binding and enforceable.

"Encumbrance" means any claim, charge, mortgage, pledge, security, lien or hypothecation.

"Shares" shall have the meaning given to such term in the Preamble.

"Signing Date" means the date of signing of this Agreement.

"USD" means United States Dollar, the lawful currency of the United States of America.

“EUR” means Euro, the lawful currency of the European Union.

“Purchaser” shall have the meaning given to such term in the Preamble.

“Purchase Price” shall have the meaning given to such term in Clause 4 of the Agreement.

3. SALE OF SHARES

Subject to the terms and conditions stated in this Agreement the Seller agrees to sell the Shares to the Purchaser and the Purchaser agrees to purchase from the Seller the Shares on the Closing Date, free and clear from any Encumbrance and together with all rights attaching thereto under the Applicable Law.

4. PURCHASE PRICE

The price payable by the Purchaser to the Seller for the shares is EUR 200,000 (two hundred thousand euros 00 cents), which may be paid in instalments but no later than the Closing Date (**“the Purchase Price”**).

5. TRANSFER OF TITLE OF SHARES

- 5.1. The Seller’s transfer of title of the shares and all the rights attached thereto to the Purchaser free from any Encumbrance shall take place on the Closing Date in accordance with Clause 6.
- 5.2. The Purchaser agrees to acknowledge the resolution for the distribution of dividends dated 30.06.2024 (the **“Resolution”**) as valid after the Signing Date and binding for execution.
- 5.3. The transfer of dividends according to the Resolution is permitted after the transfer of title of shares, but the distribution must be completed by the Closing Date.

6. EFFECTIVE AND CLOSING DATES

- 6.1. This Agreement shall come into force as of July 1, 2024 (the **“Effective Date”**).
- 6.2. All representations and warranties made by the Parties shall be valid and enforceable from the Effective Date.
- 6.3. The obligations and commitments outlined herein will be binding from that date forward, ensuring full compliance by both Parties with the terms of this Agreement.
- 6.4. The Closing Date shall occur not later than on the 1st day of October, 2024.
- 6.5. On the Closing Date, the Seller shall deliver to the Purchaser the following documents:
 - (a) Documents representing that the Purchaser is the legal owner of the Shares.
 - (b) Resolution for the distribution of dividends dated 30.06.2024.

6.6. Failure to Close.

- (a) If any of the Seller's warranties and representation listed in Clause 8.2 become false to material extent on or before the Closing Date, the Purchaser shall have sole right to cancel the Closing and demand from the Seller to return the amounts of the Purchase Price which were prepaid by the Purchaser in accordance with the terms of this Agreement by a written notice signed by an authorised representative of the Purchaser.
- (b) In the case referred to in paragraph (a) of this Clause 6.3 the Seller shall be obliged to return the amounts of the Purchase Price which were prepaid by the Purchaser in accordance with the terms of this Agreement to the Purchaser not later than 10 (Ten) days from the date of Purchaser's written notification, unless the Parties agreed in writing to the contrary.

7. OBLIGATION OF SELLER AFTER CLOSING

The Seller agrees and undertakes to procure that the Company will lodge and/or file all necessary forms and/or documentation with the Curaçao Chamber of Commerce & Industry to register the name of the Purchaser as owner of the Shares and to supply the Purchaser with a relevant Certificate evidencing and/or proving the above.

8. WARRANTIES AND REPRESENTATIONS

8.1. The Seller and the Purchaser hereby warrant and represent to each other:

- (a) That they are authorised and competent to and have taken all necessary action to approve, authorise and procure their entry into this Agreement and in the performance of their obligations hereunder.
- (b) That the execution and delivery of this Agreement does not and will not cause the Seller or the Purchaser to be in breach of any term of any agreement, or arrangement or order or injunction of any Court or competent tribunal.

8.2. The Seller warrants and represent to the Purchaser that:

- (a) The Company is a company duly incorporated under the laws of Curacao validly existing and has been in continuous existence since its incorporation;
- (b) no order has been made, petition presented, resolution passed or meeting convened for the winding up, liquidation or institution of other process whereby the business of the Company has or will be terminated and its assets distributed amongst the creditors and/or shareholders or other contributories and there are no such proceedings under any applicable Laws in any jurisdiction concerning the Company and no events have occurred which under applicable Laws would give rise to any such proceedings;
- (c) no petition has been presented or other proceedings commenced for an administration order to be made or any other order to be made by which during the period it is in force, the affairs, business, operations, properties or assets of the Company would be subject to management by a person appointed for that purpose by any Governmental Authority or similar body, nor has any such order been made;

- (d) no receiver (including an administrative receiver), liquidator, trustee, administrator, custodian or similar official has been appointed in any jurisdiction in respect of the whole or any part of the Company business or assets and no step has been taken for or with a view to the appointment of such person;
- (e) the Company is not unable to pay its debts as they fall due;
- (f) no order has been made, petition presented, resolution passed or meeting convened for the reorganization or restructuring of the Company and there are no cases or proceedings under any applicable Laws in any jurisdiction concerning reorganization or restructuring of the Company and no events have occurred which under applicable Laws would give rise to such actions being taken;
- (g) the Seller is the duly registered owner of the Shares free from any Encumbrances;
- (h) This Agreement has been duly executed and delivered by the Seller and constitutes the valid and binding agreement of the Seller enforceable against the Seller in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws relating to creditors rights or general principles of equity applicable;
- (i) No decisions have been taken in order to replace the Directors of the Company which act and have all due authority as of the date hereof.

9. ANNOUNCEMENTS AND CONFIDENTIALITY

- 9.1. Subject to Clause 9.3, the Purchaser and the Seller shall not, before Closing, make any announcement or disclosure to any third person (not being an officer of or professional adviser to the Seller or the Purchaser (as the case may be) of the transactions referred to herein or the terms thereof without the prior written consent of the Purchaser, or the Seller (as the case may be), such consent not to be unreasonably withheld, conditioned or delayed.
- 9.2. Each Party shall treat as confidential and not disclose or use any information received or obtained as a result of entering into this Agreement (or any agreement entered into pursuant to this Agreement) which relates to:
 - 9.2.1. the provisions of this Agreement and any agreement entered into pursuant to this Agreement; or
 - 9.2.2. the negotiations relating to this Agreement and any agreement entered into pursuant to this Agreement; or
 - 9.2.3. the other Party's business, financial or other affairs including, in each case, future plans and targets.
- 9.3. Neither Clause 9.1 nor 9.2 shall prohibit disclosure or use of any information if and to the extent:
 - 9.3.1. the disclosure or use is required for the purpose of any court proceedings arising out of this Agreement or any other agreement entered into under or pursuant to this Agreement or the disclosure is reasonably required to be made to a Governmental Authority;
 - 9.3.2. the disclosure is made to professional advisers, bankers or auditors of the Purchaser or the Seller; or

9.3.3. the information becomes publicly available (other than through a breach of this Agreement).

9.4. Until Closing the Purchaser shall treat as confidential and not disclose or use any information relating to the Company's business, financial or other affairs which the Purchaser has received or obtained at any time whether before or after the date of this Agreement.

10. INDEMNIFICATION

If Closing takes place the Seller shall indemnify and hold harmless the Purchaser upon demand against the damage in the amount of any and all losses suffered by the Purchaser in connection with the breach or alleged breach by the Seller of any provision of this Agreement.

11. MISCELLANEOUS

11.1. NOTICES

All Notices and other communications hereunder by a party hereto shall be written in English and (a) delivered in person or (b) transmitted by facsimile (in which case the sender shall simultaneously telephone the addressee and confirm receipt and send by recorded letter a copy) to the addressee at their registered addresses.

11.2. FEES AND EXPENSES

Each one of the parties respectively shall bear its own costs incurred in connection with the negotiation, preparation and conclusion of this Agreement, including, without limitation, the costs of all advocates' fees.

11.3. HEADINGS AND REFERENCES

The descriptive headings of the Clauses of this Agreement are inserted for convenience only and do not affect the interpretation of this Agreement. All references in this Agreement to and "Clauses" or "the Schedule" refer to the corresponding Clause or Schedule to this Agreement unless otherwise indicated to the contrary. The Schedule hereto forms part of and is incorporated in this Agreement.

11.4. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein, and there are no restrictions, promises, representations, warranties, covenants, or undertakings with respect to the subject matter hereof, other than those expressly set forth or referred to herein. This Agreement supersedes all prior agreements and understandings between the parties hereto with respect to the subject matter hereof and thereof. Nothing in this Agreement shall operate to limit or exclude any liability for fraud.

11.5. SEVERABILITY

The invalidity, illegality or unenforceability of one or more of the provisions of this Agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this Agreement in such jurisdiction or the validity, legality or enforceability of this Agreement, including any such provision in any other jurisdiction, it being intended that all rights and obligations of the parties hereto shall be enforceable to the fullest extent permitted by law.

11.6. SUCCESSORS AND ASSIGNS

The provisions of this Agreement shall be binding upon and accrue to the benefit of the parties hereto and their respective successors and assigns. None of the two parties hereto may assign its rights or obligations hereunder in whole or in part without the prior written consent of the other party.

11.7. GOVERNING LAW

The construction, validity and performance of this Agreement shall be governed by the Laws of Curacao and all disputes which may arise under, out or in connection with or in relation to this Agreement shall be referred to the exclusive jurisdiction of the Courts of the Republic of Cyprus.

11.8. ALL TERMS OF ESSENCE OF AGREEMENT

All terms of this Agreement are of the essence.

11.9. AGREEMENT MADE IN DUPLICATE

The present Agreement has been made in duplicate each party receiving one copy.

IN WITNESS WHEREOF each of the Parties directly or by its duly authorised representative has caused this Agreement to be executed on the Signing Date.

SIGNED by
Nikolaos Mouratidis
The Seller

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SIGNED by
Jozef Ulrich
The Purchaser

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ACKNOWLEDGEMENT

(SMES) Solutions for Management and Employment Support N.V. established in Willemstad, Curaçao, hereby

- acknowledges the transfer of one (1) share in the issued share capital of **PRIMARY MEDIA B.V.** with a par value of USD 1.00 to **Mr. JOZEF ULRICH**

Curaçao, September 18, 2024

**(SMES) Solutions for Management
and Employment Support N.V.
Title: Managing Director**