

Transfer Agreement

THIS TRANSFER AGREEMENT is made on 23 October 2024

BETWEEN:

- (1) **Laurence James Blunt** of 10 Wycombe End, Beaconsfield, Buckinghamshire. HP9 1NB. (the "Seller"); and
- (2) **Yett Holdings Limited** of Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands (Company Number: 39944) (the "Buyer")

INTRODUCTION:

This agreement outlines the terms and conditions under which the Seller agrees to transfer 330 B ordinary shares of GBP1 each in the capital (the "**Share**") of C.J. (UK) Limited, a company incorporated and registered in England and Wales (company number 02637477), whose registered office is at 3RD Floor Lumiere House, Elstree Way, Borehamwood, Hertfordshire, WD6 1H, United Kingdom (the "**Company**") to the Buyer.

Clause 1: Assets to be acquired

- 1.1 the Seller is the registered and beneficial holder of the Shares
- 1.2 the Buyer agreed to purchase the Shares, being 330 B shares of GBP1 each in the capital of the Company, representing approximately 24.81% of the issued shares in the capital of the Company, from the Seller.

Clause 2: Consideration

The Consideration for the Shares is GBP576,313 which should be paid by the Buyer upon Completion.

Claus 3: Payment

The Buyer (or its nominee) shall pay the Consideration to the Seller by electronic funds transfer to the bank account nominated in writing by the Seller to the Buyer.

Clause 4: Completion

The transfer of shares shall be completed on 23 October 2024, subject to the Buyer fulfilling payment obligations as outlined in this agreement.

Clause 5: Representations and Warranties

The Seller warrants to the Buyer that at the date of this agreement:

He has full power and authority and has taken all action necessary (including obtaining all necessary consents, approvals and free of any encumbrances or claims), to enter into and perform his obligations under this agreement.

Clause 6: Governing Law

This agreement, and any claim or dispute (including non-contractual claims or disputes) relating to this agreement, its subject matter or formation, shall be governed by and interpreted in accordance with the laws of England and Wales.

Buyer

For and on behalf of

YETT HOLDINGS LIMITED

.....
Authorized Signature(s)

Authorized Signature

Yett Holdings Limited

Seller

.....
Authorized Signature

Authorized Signature

Laurence James Blunt