

Company Share Transfer Agreement

Between

M/s The Hair Crafters Company Ltd ("Company")

represented by Mr. Sukant Mishra - Emirates ID no. 784- 1975- 4090215-8 ("Transferor ")

and

Iuliia Valullina - transferee ("transferee") Emirates ID no. 784-1990-4900289-4

*The term "**parties**" is a short cut to call the ("the Company") and ("transferee") mentioned in this agreement*

*The term "**company**" is a short cut to call the ("the Company") as established business and its related trade license and Article of Association mentioned in this agreement*

*The term "**transferor**" is a short cut to call Mr. Sukant Mishra as individual and as share holder - Emirates ID no. 784- 1975- 4090215-8 mentioned in this agreement*

*The term "**transferee**" is a short cut to call Mrs. Iuliia Valullina as individual and as purchaser of the company share holds - Emirates ID no. 784-1990-4900289-4 mentioned in this agreement*

*The term "**Interim Period**" is a period of management, shares, and ownership transition between all Parties*

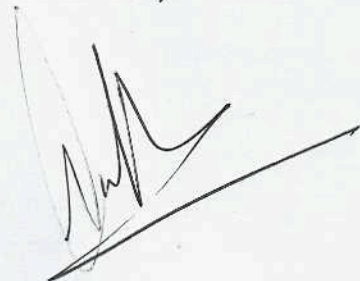
This **Company Share Transfer Agreement** ("Agreement") is made and entered into effectiveness on 5 /Jul / 2024 ("Effective Date"), by and between the two parties:

The ("Company"):

M/s The Hair Crafters Company Ltd, a company registered under the DIFC companies Law No. 5 of 2018 with license No. CL1280, having its registered office at CC4 Floor, Liberty House Tower, Dubai International Financial Center, United Arab Emirates, represented by Mr. Sukant Mishra, Emirates ID number: 784- 1975- 4090215-8 (hereinafter referred to as the "Company").

The ("transferee"):

Iuliia Valullina, an individual residing in Dubai, United Arab Emirates, Emirates ID number: 784-1990-4900289-4 (hereinafter referred to as the "Transferee").



Overview:

WHEREAS, the mentioned Trade License is registered at DIFC and operates a business as described in its Article of Association issued by the DIFC Authority.

And the ("transferee") desires to purchase the 100% of the shares in the mentioned company's Articles of Association/Share Hold Certificate along with its business for the agreed Value of "350,000" AED, including its Trade License, assets, accessories, staff, Bank Account, equipments, and other rights related to the business as for an ongoing term.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

Clause 1. Sale of Shares:

The ("Company") "Mr. Sukant Mishra" agrees to sell and transfer 100 % of the Company shares, and the ("transferee") agrees to purchase and acquire the 100% of the total shares over two stages as stated below:

Stage 1 the ("transferee") agrees to pay 100,000 Emirates Dirhams only at the time of signing this agreement out of the total agreed price, upon which this agreement will become valid and effective immediately.

Mr. Sukant Mishra ("transferor")/("Company") will request DIFC Authority the initial approval for adding of a new shareholder immediately once the advance is received.

Terms and Conditions

Agreement includes the following:

A - the current company name and associated intellectual property rights remain the same for temporary period set to be maximum 30 days from the date of the DIFC authority initial approval of the new share holder addition.

C - All business-related equipments remain in place.

D - Selected list of current available staff and employees, rest to be terminated at the cost of the ("transferor").



responsible of covering or clearing any of the potential liability mentioned before the date of this agreement and in the event of one or more of the following;

Post dated cheques signed for any reason before the date of this agreement, unpaid outstanding balance, business loan, company credit cards, uncleared salaries, or any other liability related to any date prior to the date of signing this agreement remains a responsibility of Mr. Sukant Mishra by 100% and Mr. Sukant Mishra admit his full responsibility and cooperation of clearing such potential liabilities within 1 week no more from the date of any potential claims.

Term #2 - No online or in-branch bank access or cash withdrawals to be granted to the ("Company") "Mr. Sukant Mishra" once the final approval of share hold transfer comes from the DIFC Authority till the transfer of share is completed ,Including any type of debit in cash, cheque or outward transferred from the company cash-flow or bank account without a prior written approval from the ("Transferee") Iuliia Valullina.

Term# 3 - the remaining payment of 250,000 Dirhams to be completed within 24 hours post the initial approval from the DIFC authority and in case of payment delay or failure the following applies:

T 3.1 - "Mr. Sukant Mishra" will add 5% additional charges to the agreed remaining payment for delay caused by the ("transferee") up to maximum of 20 days from the approval date of final share transfer. "Mr. Sukant Mishra" has the right to terminate this agreement in full and forfeit the already paid amount if the delay caused by the ("transferee") that is is longer than 20 days from the date of signing this agreement or unilaterally extends it to a maximum of 10 additional days.

Term# 4 - The available stock of products in salon to be removed by "Mr. Sukant Mishra" within 5 days and moved out of salon or stored in another location. The in-stock products with Consignment Agreements shell be returned to the entitled suppliers or the cost of these products will be covered by "Mr. Sukant Mishra".

Term# 5 - The ("transferee") to be fully responsible for covering the POS machine fees, the DIFC Portal charges, employees work permit issuing and cancellation's costs, and payments linked to the company but not any business loan or company credit cards related to any date prior to share sold transfer Authority approval.



Stage 2 once the outstanding 250,000 AED is paid and received as cash in hand, the ("company") "Mr. Sukant Mishra" shall transfer the ownership of the entire company by 100% of share hold to the ("transferee") within the same meeting, the mentioned company becomes under the management of the ("transferee") in full rights and management.

Clause 3

C 3.1 - No Unilateral Termination:

The ("Company") "Mr. Sukant Mishra" acknowledges and agrees that he will not proceed the unilateral right to terminate this agreement once executed unless the above mentioned payment or transfer of payment is not successfully completed and no funds reflected or received in hand on time.

C 3.2 - Assistance of the manager

The manager agrees to explain all key elements of the business to the ("transferee") and to provide assistance for a period of 1-2 weeks after the completion of the share hold transfer whereas the total amount is paid and received if needed.

Additionally, he will guarantee the validity of all information provided about the business activity.

C 3.3 - Deposit

The ("transferee") agrees to make a payment of 100,000 Dirham as a deposit to provide credibility of interest to purchase the shares. upon finalization of the transaction, this deposit will be deducted from the total agreed purchase price, with the remaining balance to be paid by the ("transferee").

C 3.4 - Validity of Information:



If the information provided by the ("Company") is found to be invalid or misrepresented, the ("transferee") reserves the right to terminate the contract immediately and claim a refund of the deposit.

C 3.5. Identification Document:

The ("Company") and ("transferee") agreed to provide each other with their Emirates ID as part of the due diligence process.

C 3.6 Confidentiality:

The parties shall keep the terms and existence of this Agreement confidential, except as required by law or regulatory authority.

C 3.7 Entire Agreement:

This Agreement constitutes the entire ("agreement") between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter.

C 3.8 Description of Business & Assets:

The Business being sold is as follows: M/s The Hair Crafters Company Ltd., which is a Salon located at CC4, Liberty House, DIFC, Dubai.

The ("Transferee") agrees to purchase the Business along with all Assets listed below in its current condition.

C 3.9 Exclusions from Sale Price:

The Purchase Price does not include

- a. The brand name – "The Grove Salon" only until 20 days post the share hold transfer is approved and the request of a name change is approved from difc Authority.
- b. Digital inventory, stock
- c. Products of the Business
- d. All deposits
- e. All Business transfer costs



Clause 4 -

The ("transferee") agrees to remove all signage for "The Grove Salon" as well as any related branding and marketing materials. Furthermore, the ("transferee") will not use this brand for any purpose under any circumstance except during the period mentioned above.

Clause 5 - Expenses and Liabilities

All expenses and liabilities incurred from the date of DIFC Authority final approval shall be the responsibility of the ("transferee"), including, rent, utilities, salaries, operational costs and taxes while any expenses and liabilities pre-existed from any prior date of DIFC Authority final approval remains a liability of Mr. Sukant Mishra in person as individual.

The ("transferee") will be responsible to pay all costs pertaining to the transfer of the share to his name.

Clause 6 - Default by the ("transferee")

in the event of a default by the ("transferee"), all amounts received by the ("Transferor ") shall be forfeited to the ("Transferor ") as liquidated damages.

Clause 7 - Delay of share hold transfer caused by the ("Company")/Mr. Sukant Mishra;

If this agreement is set to be canceled by any delay in the performance of the ("transferor")/("company")'s obligations under this Agreement, which is not within the ("transferor")/("company")'s control, the advance amounts received shall not be forfeited and agreed to be returned to the ("transferee") in full within one week.

If there is any delay in the completion of the share hold transfer due to circumstances beyond the control of the ("transferor")/("company"), the amount paid by the ("transferee") shall not be forfeited. The ("transferor")/("company") shall notify the ("transferee") in writing of any such delay and provide a new completion date but that remains subject to his acceptances or rejection.

Clause 8 - ("transferor")'s Undertaking



The ("transferor") in his person as an individual hereby undertakes that there are no liabilities, bank loans, business credit cards, or unpaid account balances for any suppliers existing prior to the date of this share transfer agreement. In the event that any claims related to such liabilities arise, the ("transferor") in his person as an individual will be fully responsible for addressing and settling those claims.

Amendment:

This Agreement may be amended or modified only by a written agreement signed by ("company")/("Transferor ") and ("Transferee").

Notices:

Any notice or communication under this Agreement must be in writing and sent via email to:

If for the ("Transferor ") : sukant@octagoneinternational.com

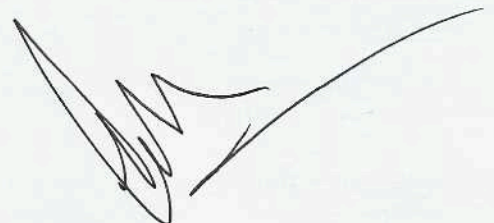
If for the ("Transferee") : salahmasry@live.com

No Waiver:

("Transferor ") will not be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing. Waiver by ("Transferor ") of a breach or violation of any provision of this Agreement will not constitute a waiver of any other subsequent breach or violation.

Severability:

In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, the remaining provisions will not be affected and will continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement.

Inurement:

This Agreement shall inure to the benefit of and be binding upon the parties and their respective legal personal representatives, heirs, executors, administrators or successors.

Assignment:

("Transferee") cannot assign this Agreement, in whole or in part, without the written consent of ("Transferor").

Governing Law:

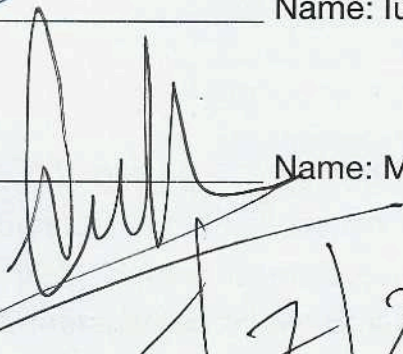
This Agreement shall be governed by and construed in accordance with the laws of the United Arab Emirates. Any disputes arising out of or in connection with this Agreement shall be submitted to the exclusive jurisdiction of the courts of Dubai, United Arab Emirates.

IN WITNESS WHEREOF, the parties hereto have executed this Business Purchase Agreement as of the date first above written.

("Transferee"):

Signature:  Name: Iuliia Valullina

("Transferor"):

Signature:  Name: Mr. Sukant Mishra

07/2024