

LIMITED LIABILITY PARTNERSHIP AGREEMENT

****THIS LIMITED LIABILITY PARTNERSHIP AGREEMENT**** is made on this 1st day of April 2025

****BETWEEN:****

1. Christophe Surbier residing at Carrer Riera Blanca, 45-47, P5-2, 08028 Barcelona, Spain (hereinafter referred to as "Partner A")

2. Roger Maurice Farache, residing at ELS BUNERS - BLOC 6 B - Piso 2 A
CARRER DELA COVANELLA 3
AD300 - Ordino
France
(hereinafter referred to as "Partner B")

3. Noé Oppizzi, residing at Rue Saint Denis 66, 1630 Bulle Switzerland (hereinafter referred to as "Partner C")

(collectively referred to as the "Partners" and individually as a "Partner")

****WHEREAS:****

The Partners wish to establish a Limited Liability Partnership (LLP) under the laws of the United Kingdom to be registered with Companies House, to carry on the business described in this Agreement with a view to profit.

****NOW THEREFORE IT IS AGREED**** as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, unless the context otherwise requires:

"Act" means the Limited Liability Partnerships Act 2000 and any subsequent amendments thereto;

"Business" means the business described in Clause 2;

"Capital Contribution" means the amount contributed or agreed to be contributed by a Partner to the capital of the LLP as described in Schedule 1;

"Companies House" means the Registrar of Companies for England and Wales;

"Designated Members" means those Partners designated as such for the purposes of the Act;

"Financial Year" means the period commencing on April 6th in one year and ending on April 5th in the following year, or such other period as may be determined by the Partners;

"LLP" means the limited liability partnership to be formed pursuant to this Agreement;

"Profit Share Percentage" means the percentage of the LLP's profits to which each Partner is entitled as set out in Clause 8.1.

2. BUSINESS OF THE LLP

2.1 The business of the LLP shall be: An NFT ticketing platform to help organizers to create and sell tickets for online events and any other business as the Partners may unanimously agree upon from time to time (the "Business").

2.2 The name of the LLP shall be "**SellTix LLP**" or such other name as the Partners may unanimously agree upon from time to time.

3. COMMENCEMENT AND TERM

3.1 The LLP shall commence on the date of its registration at Companies House and shall continue until dissolved in accordance with this Agreement.

4. REGISTERED OFFICE

4.1 The registered office of the LLP shall be at 3RD floor suite, 207 regent street, London, W1B3HH, United Kingdom.

5. DESIGNATED MEMBERS

5.1 For the purposes of the Act, Partner A and Partner B shall be the Designated Members of the LLP.

5.2 The Designated Members shall be responsible for:

- (a) The filing of documents and notices as required by the Act;
- (b) Appointing an auditor (if required);
- (c) Signing the LLP's accounts and annual return;
- (d) Preparing, maintaining, and preserving the LLP's accounting records;
- (e) Any other administrative duties required by law.

6. CAPITAL CONTRIBUTIONS

6.1 The Partners shall make the Capital Contributions to the LLP as set out in Schedule 1.

6.2 No interest shall be paid on any Capital Contribution.

6.3 No Partner shall be required to make any additional Capital Contribution without their express written consent.

7. MANAGEMENT

7.1 The Partners shall have equal rights in the management of the LLP, except as otherwise provided in this Agreement.

7.2 Decisions regarding the day-to-day operations of the LLP shall be made by a majority vote of the Partners, with each Partner having one vote.

7.3 The following matters shall require the unanimous consent of all Partners:

- (a) Admitting a new Partner;
- (b) Expelling a Partner;
- (c) Changing the nature of the Business;
- (d) Entering into contracts with a value exceeding £1600;
- (e) Borrowing or lending money exceeding £1600;
- (f) Creating any mortgage, charge, or other security over any of the LLP's assets;
- (g) Disposing of a substantial part of the LLP's business or assets;
- (h) Amending this Agreement;
- (i) Dissolving the LLP.

If no consent is agreed within two weeks, then it shall be made by a majority vote of the Partners, with each Partner having one vote.

8. PROFIT SHARING AND DRAWINGS

8.1 The profits of the LLP shall be divided among the Partners in the following proportions:

- Partner A (Christophe Surbier): 55%
- Partner B (Roger Farache): 35%
- Partner C (Noé Oppizzi): 10%

8.2 The losses of the LLP shall be shared by the Partners in the same proportion as the profits.

8.3 Each Partner shall be entitled to draw against anticipated profits on a monthly basis in amounts to be agreed upon by the Partners, provided that such drawings do not adversely affect the financial position of the LLP.

8.4 The profits of the LLP shall be determined after providing for all expenses of the LLP, including remuneration of employees, if any.

9. BANKING AND FINANCIAL MATTERS

9.1 The banking account(s) of the LLP shall be maintained at such bank(s) as the Partners may from time to time determine.

9.2 All bank accounts shall be operated by the signature of any Designated Member or as otherwise determined by the Partners.

9.3 Proper books of account shall be kept at the registered office of the LLP or at such other place as the Partners may determine.

9.4 The LLP's accounts shall be prepared in accordance with generally accepted accounting principles and the requirements of the Act.

9.5 The financial year of the LLP shall end on 31 march in each year or such other date as the Partners may determine.

10. PARTNERS' DUTIES AND RESTRICTIONS

10.1 Each Partner shall:

- (a) Act in good faith towards the LLP and the other Partners;
- (b) Devote such time and attention to the Business as may be reasonably required;
- (c) Use their skills and experience for the benefit of the LLP;
- (d) Promptly account for any money or property of the LLP that comes into their possession;
- (e) Comply with all obligations under the Act.

10.2 No Partner shall, without the prior written consent of all other Partners:

- (a) Engage in any business competing with that of the LLP;
- (b) Use the name, trade marks, or goodwill of the LLP for private purposes;
- (c) Disclose confidential information relating to the LLP;
- (d) Assign or charge their interest in the LLP;
- (e) Give any guarantee or indemnity in respect of the LLP's obligations.

11. MEETINGS

11.1 The Partners shall hold regular meetings to discuss the affairs of the LLP at such times as they may determine, but not less than once every calendar quarter.

11.2 In light of the international nature of the partnership, meetings may be conducted by telephone or video conference or other means which allow participants to communicate adequately with each other.

12. RETIREMENT AND EXPULSION

12.1 A Partner may retire from the LLP by giving not less than one month's written notice to the other Partners.

12.2 A Partner may be expelled from the LLP with the unanimous consent of the other Partners if:

- (a) They commit a material breach of this Agreement that, if capable of remedy, is not remedied within 30 days of being required to do so;
- (b) They are guilty of conduct which, in the reasonable opinion of the other Partners, is likely to bring the LLP into disrepute;
- (c) They become bankrupt or make any arrangement with creditors;
- (d) They become physically or mentally incapable of performing their duties for a continuous period of 6 months.

12.3 In the event that a Partner is expelled from the LLP under the provisions of Clause 12.2, the expelled partner's shares must be purchased by the remaining Partners proportionally to their existing profit-sharing ratio, unless otherwise unanimously agreed among the remaining partners. The purchase price and terms of payment shall be determined according to the valuation and payment methods set out in Clause 13 of this Agreement.

13. VALUATION AND PAYMENT ON RETIREMENT OR EXPULSION

13.1 On the retirement or expulsion of a Partner, their interest in the LLP shall be valued as at the date of retirement or expulsion.

14. DEATH OF A PARTNER

14.1 On the death of a Partner, the LLP shall not dissolve, but shall continue among the surviving Partners.

14.2 The personal representatives of the deceased Partner shall be entitled to receive the value of the deceased Partner's interest in the LLP, calculated in accordance with Clause 13.

15. DISSOLUTION

15.1 The LLP may be dissolved:

- (a) By unanimous agreement of the Partners;
- (b) If it becomes unlawful for the LLP to carry on the Business;
- (c) If there is only one Partner remaining in the LLP;
- (d) By court order.

15.2 On dissolution, the assets of the LLP shall be applied:

- (a) First, in paying the liabilities of the LLP to third parties;
- (b) Second, in paying to the Partners any unpaid share of profits;
- (c) Third, in repaying to the Partners their Capital Contributions;
- (d) Fourth, any surplus shall be divided among the Partners in proportion to their Profit Share Percentages.

16. NOTICES

16.1 Any notice required to be given under this Agreement shall be in writing and shall be delivered personally, sent by pre-paid first-class post or other next working day delivery service, or email to the recipient at the address specified in this Agreement.

16.2 A notice shall be deemed to have been received:

- (a) If delivered personally, at the time of delivery;
- (b) If sent by pre-paid first-class post, at 9:00 am on the second business day after posting;
- (c) If sent by email, at the time of transmission.

17. GOVERNING LAW AND JURISDICTION

17.1 This Agreement and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the law of England and Wales.

17.2 The Partners irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement.

18. ENTIRE AGREEMENT

18.1 This Agreement constitutes the entire agreement between the Partners and supersedes all previous agreements and understandings between them.

19. VARIATION

19.1 No variation of this Agreement shall be effective unless it is in writing and signed by all the Partners.

SCHEDULE 1: CAPITAL CONTRIBUTIONS

The initial Capital Contributions of the Partners shall be as follows:

- Partner A (Christophe Surbier): £1254,59 ie 1500€
- Partner B (Roger Maurice Farache): £798,37 ie 954,54 €
- Partner C (Noé Oppizzi): £228,11 ie 272,73€

Total Capital: £2281,07 (2727,27€)

IN WITNESS WHEREOF the Partners have executed this Agreement as a deed on the day and year first above written.

SIGNED as a deed by Christophe Surbier



SIGNED as a deed by Roger Farache

SIGNED as a deed by Noé Oppizzi

1st april 2025
