Sole Selling Rights Agreement

ALTIUS GROUP

AUTHORISED SIGNATURE DOCUMENT

AUTHORISED PERSON(S): ("You")

1. Name: George William Eckford

Address:

2. Name:

Address:

3. Name:

Address:

4. Name:

Address:

BUSINESS: ("Business")

Limited Companies: X1 Limited (03805244)

Trading Names:

Addresses of all Properties to be included within marketing/sale:

X1 House, 93 Whitby Road, Slough, Berkshire, Sl1 3DR — Leasehold

Owner of Properties if not listed above:

MARKETING PRICE: Bids Invited - £1,200,000

RETAINER FEE: £6,000 plus VAT which is non-refundable and payable on signing the Agreement, in accordance with clause 2.1(a).

TRANSACTION FEE:

You agree to pay 2.4% % of the Transaction Value plus VAT, subject to a minimum of £ 15,000 plus VAT, in accordance with clause 2.1(b).

COMMENCEMENT DATE: 19-09-2025 (Clause 4.1)

The Agreement is for a minimum period of 12 months ("Minimum Period") and then continues until terminated in accordance with clause 6 ("Term").

Additional Terms:

Sole Selling Rights Agreement

Notes:

Excluded Party:

SIGNATURE(S) OF AUTHORISED PERSON(S):

By signing on behalf of a limited company/limited liability partnership You sign as guarantor giving a personal guarantee, and sign in Your personal capacity.

By signing, You confirm You fully understand the Agreement, have had the opportunity to read the Agreement, to clarify any issues with Us, and seek legal advice, if relevant.
No earlier statement or document forms part of the Agreement and You confirm You have not relied on any such warranty or representation made to You, whether written or oral by any party. All signatories have joint and several liabilities.

We draw Your specific attention to clauses 2, 4, 5, 6, and 7 of the Terms and Conditions.

Signed for and on behalf of Altius Group Limited:

Signed: Jordan Turner Print: J.Turner Date: 19-09-2025

SIGN

1. Signed: George Eckford

Print Name: George Eckford

Date of birth: 08-07-1969

Date: 19-09-2025

Role: Director & Shareholder

Other:

2. Signed:

Print Name:

Date of birth:

Date:

Role:

Other:

3. Signed:

Print Name:

Date of birth:

Date:

Role:

Other:

4. Signed:

Print Name:

Date of birth:

Date:

Role:

Other:

Terms and Conditions

1. DEFINITIONS

"Business" means all tangible and intangible assets, liabilities, freehold/leasehold property and where the business is incorporated also includes the shares therein) present at the date of instruction and added at a date after Agreement signed;
"Excluded Party" means a named individual, partnership, limited company or PLC, to whom a sale of the Business does not render You liable to pay the Transaction Fee pursuant to clause 5.1(a) only;
"Introduce/Introduced/Introduction" includes the provision of any information regarding the Business, conducting negotiations or arranging a viewing of the Business (including telephone/video calls) with any person, persons or company;
"Lease Premium" means the fee detailed at clause 2.2;
"Market/Marketing" includes all activities which may be undertaken by Us with a view to achieve the sale of the Business;
"Marketing Price" is the price We have agreed to market the Business for. This can only be changed with Our written agreement;
"Minimum Transaction Fee" has the meaning detailed in clause 2.1(b);
"Minimum Period" has the meaning detailed in clause 4.1;
"Property/Properties" is all freehold/leasehold properties You have instructed Us to Market, sell, lease, licence or assign and which You have the required authority to market, sell, lease or assign;
"Purchaser" is any individual, partnership, and/or company, or any agent/third party representing the same or any third party connected to You in any way, who acquires or retains the Business or any part thereof. This includes a director who goes onto acquire the Business or any part thereof at any other different company;
"Sole Selling Rights" means Our exclusive rights to market and sell the Business.
"Transaction" is the process of Marketing and/or selling the Business;
"Transaction Value" means the consideration before taxation in respect of the sale of the Business, which includes without limitation:
a) any payment paid to You before, on or after completion of the sale, or any part thereof, of the Business;
b) any non-money asset, including any assets, shares, options, cryptocurrency, notes or other securities issued or transferred or retained by You as part of the Purchase Price on or after completion, and which shall be valued at the price agreed between You and the Purchaser, failing which, by Us;
c) any liability, debt or borrowing of the Business or of Yours which is retained by or within the Business, or repaid, assumed, taken over, assigned, guaranteed or forgiven by the Purchaser;
d) The maximum payment which may be made by the Purchaser within ten years of completion if any part of the purchase price is deferred or contingent or derived as a royalty payment, licence or franchise fee including any deferred payment structure;
e) any lease/license premium as specified in clause 2.2.
f) disposal of Your interest in the Business for no clearly identifiable monetary means or any stock forming part of the Business including by asset giveaway and or stripping, dividend payments or restructuring; and
g) the full payment made by the Purchaser or any other person to acquire any part of the Business not part of the Transaction and retained by You.
"You/Your" means the person(s) with the necessary authority, including on behalf of a limited company if signing as director, to instruct Us to Market and sell the Business;
"We/Us/Our" means Altius Group Limited and its trading names.

2. FEES

2.1 You will pay Us:
a) The non-refundable Retainer Fee; and
b) The Transaction Fee in the circumstances set out in clause 5, PROVIDED ALWAYS THAT the Transaction Fee payable by You shall never be less than £15,000 plus VAT (the "Minimum Transaction Fee"), plus the Completion Marketing Fee.
2.2 LEASE/LICENSE PREMIUM: In the event that a lease, license or assignment in respect of the Business is granted to You or the Purchaser, You shall pay a fee equal to 10% of the total value of the agreed rent payable over the whole term of the lease/license plus VAT ("Lease Premium").

3. RETAINER SERVICES

3.1 Retainer Fee may include, but is not limited to:
a) preliminary telephone conversations with You or persons authorised by You;
b) arranging for an associate to provide the Business appraisal to consider optimal marketing strategies, either by physically attend the Business to advise or by virtual appointment;
c) preparation of sales particulars/information memorandum;
d) setting up of Business information for launch across Our systems and websites;
e) researching the market for potential buyers, marketing the Business, including
to our database of registered buyers.

4. TERM

4.1 This Agreement commences on the date it is signed by You and is for a minimum period of 12 months ("Minimum Period"). At the end of the Minimum Period, the Agreement continues until terminated in accordance with clause 6 ("the Term").

5. PAYMENT OF FEES

5.1 The Transaction Fee shall become payable in all the following situations:
a) If You complete a sale, lease, licence or assignment of the Business, or any part thereof within Term to a Purchaser, regardless of whether We Introduced the Business to the Purchaser;
b) If You complete a sale, lease, licence or assignment of the Business after termination of the Agreement to a Purchaser We Introduced the Business to during valid Term of the Agreement. This extends to any other business or property, or any part thereof, the Purchaser acquires from You, whether in Term or not, as a result of our Introduction of the Purchaser to You, including future conditional sales or sales with an option to purchase;
c) If You withdraw from a sale at any point after you have notified us you wish to accept an offer, cease to operate or close the Business, or any part thereof, during the Term;
d) If You refuse to accept an offer equal to or above the Marketing Price, irrespective of any ongoing negotiations you are engaged in with an Excluded Party;
e) If the Business, or any part thereof, adopts a fundamentally different ownership structure either on a formal or informal basis; or
f) There is a material change in the Business, or any part thereof, potentially affecting its Marketing and/or value which You fail to notify us about within seven days of Your discovery of the same.

5.2 Should You fail to cooperate with Us in any way, You will be liable to pay 50% of the Transaction Fee or the Minimum Transaction Fee, whichever is the greater.
5.3 Should You engage with any other person(s), agent and/or representative of a company, unless with an Excluded Party, for the sale of the Business You will be liable to pay 50% of the Transaction Fee or the Minimum Transaction Fee, whichever is the greater.
5.4 Should You request that We withdraw the Business from marketing within the Minimum Period, You will be liable to pay the Minimum Transaction Fee.
5.5 The Agreement entitles us to contractual costs, not limited by any fixed costs recovery scheme in place at any material time. You shall make all payments due under this Agreement within seven days of the provision by Us of an invoice, after which time interest will accrue at 8.75% above the prevailing Bank of England base rate.

6. TERMINATION

6.1 Either party may only terminate this Agreement after the Minimum Period by providing to the other 60 days written notice in accordance with Clause 10c. No notice is valid when an offer has been received that is equal to or in excess of the Marketing Price or a Memorandum of Sale has been issued.

7. GENERAL AND PERSONAL GUARANTEE

The Authorised Person(s) signing the Agreement hereby represent that they do so for all legal owners of the Business. The Authorised Persons sign in their personal capacity and agree jointly and severally, including by way of personal guarantee, to pay Us any sums due. You represent that You have made everyone else with a legal interest aware of these Terms and Conditions and put them on notice of the same before signing.

8. LIABILITY

a) Whilst We will use Our reasonable endeavours to Market the Business and achieve a sale, We do not guarantee a sale. You are responsible for seeking Your own independent legal advice, if relevant.
b) We shall not be liable to You for any loss of profit, adverse claims or costs, or any indirect, consequential or special losses arising out of or connected with this Agreement.
c) We shall not be liable should performance of Our services be hindered by circumstances beyond Our control, including but not limited to acts of God, national strikes, accidents, war, equipment failure, data corruption, breakdown of internet service providers, natural catastrophes, Government acts or omissions, including changes in laws or regulations, civil commotion, riots, terrorism, epidemic, pandemic, quarantine or any other such circumstance, and the Minimum Period shall be extended by a period equivalent to the time period from the date that such circumstances arise until the end date.
d) Our entire liability under this Agreement shall not exceed the aggregate of the Retainer Fee and the Transaction Fee (Minimum Transaction Fee if applicable) paid by You.

9. SEVERABILITY

If any provision of this Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable, it shall be deemed severable and the remaining provisions of this Agreement and the remainder of such provision shall continue in full force and effect.

10. MISCELLANEOUS

a) We may at any time assign or transfer to any member of the Altius Group any of Our rights and obligations under this Agreement.
b) This Agreement shall be exclusively governed by and construed in accordance with English Law. Every party irrevocably submits to the exclusive jurisdiction of English courts.
c) All notices to Us shall be by Royal Mail Recorded Delivery and must be acknowledged by Us in writing. You must provide evidence of postage at Our request.

END.

CERTIFICATE *of* SIGNATURE

REF. NUMBER
K3OJV-HV7BY-LI4JG-UMGR3

DOCUMENT COMPLETED BY ALL PARTIES ON
19 SEP 2025 14:22:20
UTC

SIGNER	TIMESTAMP	SIGNATURE
JORDAN TURNER EMAIL JORDAN.TURNER@BUSINESSBUYERS.CO.UK	SENT 19 SEP 2025 13:53:07 VIEWED 19 SEP 2025 14:17:09 SIGNED 19 SEP 2025 14:17:22	Jordan Turner IP ADDRESS 51.148.45.131 LOCATION MORECAMBE, UNITED KINGDOM
RECIPIENT VERIFICATION	EMAIL VERIFIED 19 SEP 2025 14:17:09	
GEORGE ECKFORD EMAIL GEORGE@X1.LTD.UK	SENT 19 SEP 2025 13:53:07 VIEWED 19 SEP 2025 13:57:57 SIGNED 19 SEP 2025 14:22:20	George Eckford IP ADDRESS 82.144.235.120 LOCATION DEWSBURY, UNITED KINGDOM
RECIPIENT VERIFICATION	EMAIL VERIFIED 19 SEP 2025 13:57:57	