



EFFORTLESSWEALTHGROUP LIMITED

PARTNERSHIP AGREEMENT

LAST UPDATED: 24 JULY 2025

ISSUING PARTNER

EFFORTLESSWEALTHGROUP LIMITED

RECEIVING PARTNER

TAJMAS GLOBAL TRADING FZCO

Introduction

This Partnership Agreement ("Agreement"), is made effective as of **FRIDAY 11 JULY 2025** (the "Effective Date") between:

(1) Issuing Partner: EFFORTLESSWEALTHGROUP LIMITED ("**EWG**"), a **Private Investment Club**, incorporated in England and Wales under company number **16252357**, operating within the Standard Industrial Classification (SIC) code: **94990: Activities of Other Membership Organizations**, whose registered office is **3rd Floor, 86-90 Paul Street, London, England, EC2A 4NE**. Represented by its Founder and authorised signatory, Pierre Yamfam.

And

(2) Receiving Partner: TAJMAS GLOBAL TRADING FZCO (hereinafter referred to as "**Tajmas**"), company number **7217**, registered at **Building A2, Ground Floor, IFZA Business Park, Dubai Digital Park, Dubai Silicon Oasis Authority (DSOA), P.O. Box 342001, Dubai, UAE**. Represented by its Founder and authorised signatory, Tamer Kafafi.

WHEREAS:

1. Tajmas requires strategic capital, marketing infrastructure and operational support to scale its global electronics trade and onboard retail Investors with confidence.
2. EWG will provide the investment facilitation, marketing systems, onboarding platforms and Investor management required to drive this expansion.
3. This agreement defines the terms, responsibilities and shared vision for a high-performance partnership between both parties.

NOW, THEREFORE, in recognition of the mutual objectives set forth above, and in consideration of the covenants and obligations contained herein, the Parties agree to enter into this partnership under the following terms and conditions.

1. Partnership Opportunity

1.1. Partnership Purpose Statement

- 1.2. This Partnership Agreement formalises the strategic alliance between EWG and Tajmas, uniting two specialist forces to redefine what's possible in global electronics trade and retail investing. The core purpose of this partnership is to position Tajmas as a market leader across key consumer electronics verticals, scaling its market share and industry reputation through trust, reliability and exponential growth.
- 1.3. Together, the Parties aim to simplify access to real-world trading profits for Investors, reshaping the future of private capital deployment through a model built on three foundational pillars: Knowledge, Cashflow and Time. By combining EWG's Investor infrastructure and marketing capability with Tajmas's proven trading engine, the Parties are creating a powerful gateway to professional, scalable and transparent investment in the global import/export space.
- 1.4. In the sections that follow, the Parties will evidence how EWG and Tajmas ensure that every step the Parties take together is a step toward realising the vision outlined above.

1.5. The Opportunity

- 1.5.1. Tajmas is a high-volume B2B distributor of premium consumer electronics, specialising in Apple and Samsung devices and operating across the Middle East. With a track record of consistent deal flow, trusted supplier partnerships and relationships with major regional buyers, Tajmas executes rapid-turnover trade cycles backed by pre-confirmed demand and airtight logistics. This proven system allows Tajmas to confidently move high-demand inventory at scale, making it a standout operator in the fast-moving world of global electronics trade.
- 1.5.2. In May of 2025, Tajmas, ready for operational expansion, finalised an Investor-facing proposal aimed at raising \$1M in capital under a 12-month profit share structure, offering Investors a percentage of all profits generated during that period. The Investor would receive monthly updates, full capital protection and a complete return of their

principal at the end of the term, effectively walking away with the lion's share of the year's profits.

- 1.5.3. The opportunity first reached EWG attention in early June 2025, through Aladin El-Khalil, a trusted business partner of Pierre Yamfam and the nephew of Tajmas founder Tamer Kafafi. Aladin had been made aware of the early-stage Investor conversations and recognised the potential for a larger strategic partnership that could elevate both parties.
- 1.5.4. At that time, Tajmas had already begun discussions with a few potential Investors, all expressing interest, with projections pointing to capital commitments materialising towards Q4 2025 / 2026. However, no official agreements had yet been finalised.
- 1.5.5. After reviewing the investment proposal and hearing Aladin's breakdown, including the conviction he personally held in Tajmas's leadership, model and trajectory, EWG made the decision to explore the opportunity further. What followed was an initial dive into the financials, structure and positioning of the offer to determine its suitability for the EWG Investor base.
- 1.5.6. Following an initial internal review, EWG performed a comprehensive analysis of Tajmas' online presence and Investor-facing materials. The initial indicators and potential scored well across key evaluation criteria, prompting EWG to initiate a direct meeting with the Tajmas Founder, Tamer, to explore the potential for a strategic partnership.
- 1.5.7. An in-depth meeting was held on 13th June 2025, where the EWG team conducted a 2.5-hour deep dive into every core aspect of the Tajmas operation, from supply chain logistics and team structure, to financials, deal flow and the proposed investment opportunity. The discussion was transparent, detailed and encouraging. By the end of the call, Tamer had demonstrated a high degree of clarity, operational control and market know-how.
- 1.5.8. Satisfied with the integrity and viability of the opportunity, EWG made the decision to move forward and repackage the offering to match EWG's internal standards of excellence, readying it for presentation to our exclusive Investor base.

- 1.5.9. What followed was a 30-day transformation of the Investor offer. EWG rebuilt the investment materials from the ground up, producing a new brand identity whilst keeping the base concepts like logo and colour scheme intact. This included a pitch deck, investment one-pager and ROI calculator, alongside a brand new website and a comprehensive due diligence folder. EWG also led the creation of all necessary legal documentation, including NDAs and Investor agreements, ensuring the opportunity was presented with complete professionalism, clarity and legal integrity.
- 1.5.10. The most pivotal change, early on during this process was the repositioning of the original \$1M raise into a \$20M capital deployment model. EWG identified that, with the right presentation and Investor infrastructure, Tajmas already had the operational capacity and trading volume to support significantly more capital. To unlock that potential, EWG worked closely with Tamer to redesign the structure, elevate the offer and align it with the expectations of serious, sophisticated Investors.
- 1.5.11. The result is a sharpened, scalable investment vehicle, backed by real-world trade, built on pre-confirmed demand and presented to market with the precision and trust required to attract long-term capital partners.

1.6. EWG's Mission, Vision & Guiding Principles

- 1.6.1. EWG's Mission: The Parties exist to reshape the global landscape of investing by addressing the core barriers that have held Investors back for decades.
- 1.6.2. EWG's Vision: Imagine a world where an Investor gains access to a single platform and is instantly presented with hundreds of vetted, comparable investment opportunities, each transparently displaying performance data, Investor participation and real wealth-building results.

With a few clicks, capital is deployed and your money starts working for you immediately. Imagine the lifeblood of this world as an ever-growing, thriving community of Investors connecting at exclusive events, sharing knowledge and collectively advancing toward financial mastery. This is the future of investing.

1.6.3. EWG's Values & Guiding Principles:

- 01. Understand: First, the Parties deeply understand the psychology of Investors and what they truly seek.
- 02.Rebuild: Second, the Parties empathetically rebuild trust to bridge exclusive wealth circles with outside opportunities.
- 03.Simplify: Third, the Parties simplify investment choices, providing clarity, comparability and confidence at scale.
- 04.Expand: Fourth, the Parties foster a thriving, high-caliber investment community where knowledge, opportunities and wealth creation flow freely between like-minded individuals. By expanding the wealth circle without compromising on trust, the Parties unlock a world where capital and wisdom move without barriers, allowing every Investor to grow, scale and elevate.

1.6.4. How the Parties Obtain, Present and Manage Opportunities To EWG Investors:

- Source: Identifying the Best, Before the Rest. Our network of partners and industry insiders constantly scouts for exceptional investment opportunities that meet the EWG Investment Vehicle Criteria. Once an opportunity meets our rigorous benchmarks, the Parties engage with its founders and begin the due diligence process.
- Vet: Direct Access to the Visionaries Behind the Investment. the Parties bypass intermediaries to sit directly with the founders, the visionaries driving the opportunity forward. Our thorough vetting process ensures that the investment aligns with EWG's high standards.
- Simplify: Transforming Complexity Into Clarity. the Parties repackage intricate investment models into clear, structured and Investor-friendly vehicles. This enables Investors to easily compare curated opportunities within our ecosystem.
- Track: Relentless Oversight for Maximum Security. the Parties continuously monitor the performance of every vehicle. Our proactive algorithms detect

instability or emerging risks, prompting timely removal of underperforming investments, while highlighting high-performing ones.

- Invite: Exclusivity, Trust and a Community Built to Last. Every opportunity within EWG is invite-only, ensuring that trust and relationships are foundational. the Parties prioritize sustainable, strategic growth, rewarding Investors for sharing opportunities and contributing to a high-caliber investment community.

1.7. Tajmas' Mission, Vision & Guiding Principles

1.7.1. Tajmas' Mission: To fuel the global demand for premium consumer electronics by delivering high-volume, high-velocity trade cycles with uncompromising trust, speed and precision.

1.7.2. Tajmas' Vision: To become the Middle East's most trusted gateway for B2B consumer electronics, where international buyers, premium suppliers and professional Investors converge in a seamless, scalable ecosystem. From Dubai to the globe, Tajmas aims to set the standard in secure global trade, unlocking reliable growth for both businesses and backers.

1.7.3. Tajmas' Values & Guiding Principles:

- 01. Speed & Scale: the Parties move fast and trade big, capitalising on time-sensitive opportunities and growing turnover with each deal.
- 02. Trust Through Transparency: the Parties protect every relationship through open communication, verified logistics and strict capital discipline.
- 03. Relationship First: Our success is built on decades of trusted supplier and buyer networks, earned through integrity, not shortcuts.
- 04. Operational Precision: the Parties execute every shipment with tight coordination, verified inspections and expert control from source to sale.
- 05. Investor Alignment: the Parties treat Investor capital with the same urgency, caution and care as our own, building systems that protect, return and grow

wealth.

1.7.4. How Tajmas Sources Suppliers & Buyers

- Step 1: Supplier Identification & Pre-Vetting: Tajmas sources suppliers exclusively through long-standing relationships and referrals within the Gulf region, with a strong focus on Saudi Arabia. Each supplier is pre-vetted based on reputation, delivery track record, pricing consistency and their ability to fulfil high-volume orders under tight timelines. Tajmas avoids marketplaces or open networks, relying instead on a closed circle of trusted, high-performance vendors.
- Step 2: Daily Deal Offers: Pre-vetted suppliers submit daily inventory and pricing offers directly to Tajmas. These offers include product details, condition (e.g. master-sealed or master-open), quantities available and shipping terms. This frequency allows Tajmas to seize time-sensitive pricing advantages and move faster than competitors.
- Step 3: Buyer Pool Management: Simultaneously, Tajmas maintains a growing list of pre-confirmed buyers in the Middle East, primarily wholesale Investors in Dubai and the wider UAE. Each buyer is onboarded through direct relationships and past transactions and is qualified based on purchasing frequency, financial reliability and turnaround time.
- Step 4: Deal Matching & Pricing Validation: Once supply and demand are aligned, Tajmas locks in pricing for both sides, ensuring an immediate profit margin before any goods are moved. This pre-sold model eliminates inventory risk and allows for tighter capital cycles.
- Step 5: Execution with Standards: Tajmas maintains strict standards throughout the process:
 - Only trades goods with verifiable condition and packaging (e.g. factory-sealed).
 - Ensures all documentation and customs requirements are pre-fulfilled.

- Conducts in-person inspections at the Dubai Free Zone (DAFZA).
- Does not move stock unless a buyer is already confirmed.
- Uses a trusted logistics partner to secure and release stock precisely.

2. EWG Investment Structure

2.1. Overview

- 2.1.1. EWG operates as a Capital Facilitation Partner (CFP) in its strategic relationship with Tajmas. As CFP, EWG's primary responsibility is to protect Investor capital at all critical stages of the operation. This includes conducting appropriate due diligence, ensuring operational readiness and minimising risk exposure to safeguard the Investor's position.
- 2.1.2. EWG does not manage or influence Tajmas' internal decision-making or commercial operations. Instead, EWG acts solely as a capital gateway, facilitating access on a case-by-case basis, based on verified operational capacity and supplier readiness.
- 2.1.3. EWG maintains oversight in the interest of the Investor, ensuring capital is only released once pre-determined key conditions are met, such as secured supplier rates and proof of supply documentation. This structured approach enables EWG to act in the Investor's best interest without interfering with Tajmas' autonomy.
- 2.1.4. Important Clarification: Investors participating in this structure are investing directly into Tajmas, not into EWG. EWG is simply the capital facilitator on behalf of the Investor and does not offer financial advice or portfolio management. EWG's role is strictly administrative and logistical within this context and should not be construed as a regulated financial service.
- 2.1.5. For the avoidance of doubt, EWG does not manage Lender capital on behalf of the Lender, nor does it exercise discretion or advisory control over how or when capital is deployed. EWG does not act as a fund manager, portfolio manager, or regulated financial intermediary in any capacity.
- 2.1.6. Capital release from EWG to Tajmas is governed strictly by pre-defined, non-negotiable deployment parameters established by Tajmas in advance. These include:

- Verified supplier pricing,
- Proof of supply documentation and,
- Confirmation of logistics readiness.

2.1.7. Once these pre-set conditions are met, EWG is contractually obligated to release the funds. No personal judgment, investment opinion, or discretionary decision is made by EWG during this process.

2.1.8. This structure ensures that EWG's role remains purely administrative, logistical, and executional, and does not constitute capital management or trigger regulated activities as defined by the Financial Conduct Authority (FCA).

2.2. Capital Flow Process

2.3. The capital flow between the Investor, EWG and Tajmas follows a tightly controlled, compliance-focused process designed to prioritise security, transparency and accountability at every step:

2.3.1. Initial Investment Transfer - The Investor transfers the full investment amount, e.g. \$20 million, to EWG's designated bank account.

2.3.2. Pre-Release Validation - EWG will only release the capital to Tajmas once Tajmas secures verified supplier pricing (supplier invoice);

2.3.3. Fund Transfer to Tajmas - Upon approval, EWG transfers the designated capital to Tajmas' operational account. Tajmas is required to provide confirmation of receipt.

2.3.4. Procurement Execution - Tajmas immediately transfers the funds to its verified supplier(s) and provides proof of transaction to EWG and the supplier. Based on this proof, the supplier prepares the goods for release and transit. Funds may take 2-3 days to reflect, which is within acceptable operational parameters.

2.3.5. Secure Buyer Commitments - Before stock lands, Tajmas has already secured commitments from downstream buyers. These buyers, often regional distributors and

wholesalers, have pre-agreed pricing and terms, allowing Tajmas to fast-track the transaction. This pre-confirmation reduces holding time and increases deal velocity.

- 2.3.6. Buyer Inspection - Upon arrival and registration, buyers are invited to inspect the inventory. They verify packaging, condition and seal integrity at the warehouse to ensure the goods match expectations and contractual standards before confirming acceptance.
- 2.3.7. Payment from Buyer - Following successful inspection, the buyer completes the purchase by transferring funds directly to Tajmas via bank transfer. No goods are released until payment has been confirmed in full, safeguarding the transaction integrity.
- 2.3.8. Stock Release - Once payment is verified, Tajmas authorises its logistics partner to release the stock. This process is carefully managed to maintain traceability and accountability, ensuring the goods are handed over securely and in accordance with pre-arranged logistics terms.
- 2.3.9. Upon completion:
- Tajmas reinvests 50% of the profits in order to secure operational capital after the investor pulls out their initial \$20M in 12 weeks.
 - Tajmas retains the agreed 15% ROI generated from this completed flip.
 - Tajmas transfers EWG the agreed 35% ROI generated from this completed flip.
 - Tajmas returns the capital used for the initial stock purchase back to EWG, restoring the Investor's account balance to the original \$20M.
- 2.3.10. Continuous Capital Cycling (Weeks 1-12) - This full cycle of validation, release, procurement, sale and return of funds occurs continuously for a total of 12 weeks, allowing multiple profitable stock flips within the investment window.
- 2.3.11. Rolling Capital Reuse - In the event that a new trade opportunity is secured while a portion of the \$20M investment capital is still in transit from a previous transaction,

Tajmas shall be permitted to immediately re-deploy the returning capital upon receipt from the Buyer. This clause is intended to eliminate unnecessary administrative transfers and optimise operational efficiency, ensuring uninterrupted trading cycles and maximised capital utility.

2.3.12. End of Maturity Period (Week 12) - At the conclusion of Week 12:

- The original capital (\$20M) is returned to the Investor in full (break-even position).
- The remaining capital retained by Tajmas (i.e. profits that were reinvested) forms what is referred to as "Lane Capital."

2.3.13. Ongoing Profit Split from Lane Capital - This evergreen capital is ring-fenced into an Investor-specific profit lane that is used continually by Tajmas for stock cycles and is split as follows:

- 30% to the Investor,
- 30% to Tajmas,
- 40% to EWG,
- This lane exists in perpetuity for as long as the capital continues to be cycled.

2.3.14. Example: On a \$20M investment, the expected Lane Capital at the end of the 12-week maturity period is approximately \$2.3M. This amount forms the Investor's dedicated lane for ongoing flips, generating shared returns with no further capital input required.

2.4. Maturity Period Commencement

- 2.5. The 12-week maturity period begins on the first Monday following a 7-day holding window after the Investor's funds have cleared into EWG's account. This 7-day buffer is critical for operational readiness, it allows time for batching multiple orders, securing favourable supplier terms, coordinating with Tajmas' logistics team and preparing for the initial inventory transit. This ensures

that capital is deployed with precision, minimising idle time and maximising the efficiency of the first investment cycle.

2.6. Case Study Launch

- 2.7. To ensure operational efficiency, transparency and scalability, EWG and Tajmas will engage in a controlled case study phase to validate the investment structure before wider rollout.
- 2.8. EWG will facilitate a \$1.2M-\$20M test run, serving as a real-time case study to evaluate: Execution Capability, Supplier/Buyer Reliability, Logistical Process, ROI Documentation, Consistency And Sustainability.
- 2.9. The objective is to validate performance under live conditions before opening the opportunity to EWG's broader Investor base.

2.10. Ongoing Capacity Monitoring

- 2.11. EWG will work in close collaboration with Tajmas to continuously monitor Tajmas' logistical and operational capacity. This ensures capital inflow always aligns with Tajmas' ability to efficiently deploy funds through its existing supplier and buyer networks.
- 2.12. As a rule, EWG will aim to maintain capital inflows at no more than 80% of Tajmas' maximum weekly capacity.
- 2.13. For example, if Tajmas can deploy \$50M per week in inventory acquisition and sale, EWG will aim to maintain a capital allocation of no more than \$40M.
- 2.14. This strategic buffer ensures: High capital utilisation efficiency, no bottlenecks in supplier or buyer execution and reduced risk of Investor funds sitting dormant
- 2.15. This disciplined, phased approach reinforces EWG's commitment to capital safety, operational excellence and long-term scalability in partnership with Tajmas.

2.16. Investment Agreements

2.17. To formalise participation and ensure legal clarity, each Investor will be required to enter into two distinct agreements:

2.17.1. EWG Private Investment Club Agreement - This agreement governs the Investor's entry into the EWG Private Investment Club (PIC). It grants the Investor exclusive access to curated capital deployment opportunities, such as Tajmas, facilitated through EWG.

2.17.2. Bond Profit Share Agreement with Tajmas - The second agreement is a direct bond profit share contract between the Investor and Tajmas. This outlines the specific terms under which the Investor's capital is utilised by Tajmas and the structure of returns to be paid.

2.18. Profit Distribution Administration

2.18.1. For operational efficiency and Investor convenience:

- All profit proceeds from Tajmas will be paid into EWG's centralised distribution account.
- EWG will then disburse Investor profits directly to their designated payout accounts, in accordance with the agreed schedule.
- This ensures accurate tracking, clear reporting and timely delivery of returns for all participating Investors.

2.19. Investor Reporting

2.19.1. To ensure transparency and ongoing oversight, EWG will provide Investors with regular reporting via a secure Google Spreadsheet, updated in real time. This report will include a detailed breakdown of all completed cycles, cycles currently in progress and associated performance metrics.

2.19.2. Supporting documentation, such as proof of purchase, transfer confirmations and profit summaries, will be made accessible through Google Drive links embedded within the report. This structure allows Investors to track their capital performance

with full visibility and accountability at every stage.

- 2.19.3. This method of reporting will be updated when Tajmas releases its proprietary Investor Tracking Dashboard.

2.20. Participation Terms

- 2.20.1. Minimum Investment - \$1.2 Million USD (Target case study capital: \$20 Million USD).

- 2.20.2. Maximum Investment - \$75 Million USD (subject to change based on operational capacity).

- 2.20.3. Maturity Period:

- 90 calendar days (12 weeks).
- The maturity period starts on the first Monday, 7 days after the funds have landed in EWG's account.
- During this period, capital is actively cycled through Tajmas' inventory supply chain to generate returns.

- 2.20.4. EWG Commission Structure:

- A 2.5% facilitation fee is applied to every capital injection - be that an investors first investment or a compounded amount after a maturity period is completed.
- After the 12-week maturity period, all profit generated through Lane Capital is shared as follows:
- 30% Investor, 30% Tajmas, 40% to EWG.

- 2.20.5. Account Management - Following the initial maturity period, each Investor will be assigned a dedicated Lane Capital account, representing their share of capital being continually reinvested and cycled for ongoing returns.

2.20.6. Monthly Profit Distribution Schedule - Profits are distributed on the 25th of each calendar month.

2.20.7. Compounding Options:

- Investors may choose to extend their investment for a new 12-week cycle, opening a new lane of capital deployment.
- The new lane begins a fresh 90-day cycle, while existing lanes continue to generate monthly profit distributions. The 7 day buffering period does not apply to compounded capital injections.
- Investors may open multiple lanes at any time, without needing to wait for previous cycles to conclude.

2.21. Exit Terms

2.21.1. All investments are subject to a 12-week minimum commitment period. Upon completion of this period, the Investor's initial capital is returned in full. At this point, the Investor will have the option to select one of 3 options:

- Activate Lane Capital - The Investor may choose to withdraw their initial capital and continue earning passive monthly profit distributions via Lane Capital, a separate return stream funded by reinvested profit.
- Compound & Reinvest - The Investor may choose to continue earning from Lane 1 while reinvesting their initial capital to begin a new 12-week cycle (Lane 2). This approach allows the Investor to receive monthly profit distributions from Lane 1 immediately, while Lane 2 matures and unlocks an additional profit stream after its own 12-week cycle completes.
- Exit the Structure - The Investor may withdraw their capital in full and formally exit the vehicle. No further profit distributions will be paid beyond this point.

2.21.2. Clear instructions will be provided to the Investor at maturity, and their chosen option will be executed promptly, with full reporting transparency.

3. Revenue Sharing & Financial Arrangements

3.1. This section outlines the revenue-sharing structure, financial responsibilities and capital protection protocols agreed between EWG and Tajmas. It ensures full alignment on how funds are deployed, how profits are distributed and what safeguards are in place to minimise Investor risk. By clearly defining cost allocations, profit splits and operational contingencies, both parties maintain a shared commitment to transparency, accountability and long-term sustainability.

3.2. Revenue Sharing

3.3. The below displays an example of the \$20M case study account. During this trial period, all account sizes will follow the same percentage calculations.

3.4. This structure will be revisited when opening this vehicle up to EWG's wider investment community.

Phase	Capital Status	Returns to Investor	Profit Split	Estimated Lane Capital
Weeks 1-12	Capital actively cycled through Tajmas supply chain.	\$0	50% reinvestment 15% Tajmas 35% EWG	\$0
Week 12	Initial \$20M capital fully returned to Investor.	\$20M Breakeven	Same as above.	~\$2.3M
Week 13 Onwards	Capital enters Lane Capital phase.	30% profit share on ~\$2.3M Lane Capital cycles.	0% reinvestment 30% Investor 30% Tajmas 40% EWG	Fixed ~\$2.3M used continuously in flipping cycles.

Figure 1: Revenue Model For a \$20M Investment Account

- 3.5. Investors can view their projected returns via the official Tajmas ROI Calculator here: tajmas.com/roi-calculator.

3.6. Capital Protection Protocols

- 3.7. EWG, in collaboration with Tajmas, has implemented several capital protection protocols to safeguard Investor funds throughout the investment cycle. These measures are designed to mitigate risk, ensure controlled capital deployment and reinforce trust through operational discipline. The protocols below reflect our commitment to capital safety, particularly during high-volume transactions.
- 3.8. Protocol 01. Capital Access Flow - As detailed in Section 3.2 - Capital Flow Process, the transfer of funds between the Investor, EWG and Tajmas is governed by a strict, step-by-step release mechanism. Funds are only transferred to Tajmas once:
- 3.8.1. A pre-agreed favourable supplier unit cost has been secured / surpassed;
 - 3.8.2. All proof of supply documentation has been reviewed;
 - 3.8.3. EWG has validated that Tajmas is ready for immediate inventory acquisition.
- 3.9. This controlled release system ensures that no funds are deployed prematurely and that each transaction is backed by verified documentation. By limiting capital exposure to only what is ready for immediate deployment, this process reduces the risk of capital loss, delays, or misuse.
- 3.10. Protocol 02. Order Limits - To minimise concentration risk and protect Investor capital, no more than \$5 million will be allocated to any single supplier order at one time. For example, in a \$20 million investment account, capital will be deployed in four tranches of \$5 million, ensuring that only 25% of the Investor's funds are exposed to any one shipment at any given time.
- 3.11. Once the first order has arrived at Tajmas' logistics centre in Dubai and is verified as complete, EWG will approve the release of the second tranche.
- 3.12. This staggered deployment strategy allows for live validation between tranches, protecting against supplier failure, logistical delays, or stock-related issues, while maintaining consistent deal

flow.

- 3.13. Protocol 03. Supplier Diversification - To further mitigate supplier-specific risk, Tajmas will diversify capital across multiple vetted suppliers whenever possible. For larger investments, such as \$20 million, Tajmas is prepared to split the capital across two or more supplier relationships simultaneously.
- 3.14. This approach ensures that no single point of failure can compromise the performance of the investment lane. Diversification not only reduces dependency on any one supplier, but also provides greater agility in responding to supply chain fluctuations, delays, or negotiations.
- 3.15. This protocol works in tandem with the Order Limits strategy to create layered protection for Investor funds.
- 3.16. Protocol 04. Business Insurance - To enhance security and Investor confidence, EWG has worked with Tajmas to obtain premium insurance coverage options that can be activated prior to capital deployment. Once an Investor confirms readiness to transfer funds, Tajmas will proceed to secure insurance coverage on the inventory associated with that investment cycle.
- 3.17. Multiple insurance providers will be pre-vetted and policy options will be structured to ensure that stock in transit and at rest is adequately covered. While EWG and Tajmas have preferred insurers in place, Investors are welcome to propose an alternative provider, subject to review and approval.
- 3.18. This layer of protection ensures that in the event of unforeseen loss, damage, or logistical failure, insured claims can be made to recover value, adding an institutional-grade safety net to the capital structure.
- 3.19. Protocol 05. Bank Cheque Security - As an added measure of goodwill and to further protect the Investors funds, truly showing Tajmas' commitment to the project, Tamer has secured a \$1 million bank cheque, held in reserve as a security guarantee.
- 3.20. This cheque represents 5% of a \$20 million investment and acts as a financial fallback in the rare event of a critical operational failure or dispute. While it is not intended as a primary insurance mechanism, it reinforces Tajmas' commitment to accountability and capital integrity.

- 3.21. This gesture is designed to strengthen Investor trust and demonstrates that both Tajmas and EWG are invested in safeguarding capital with tangible, proactive measures beyond standard operational protocols.

3.22. COST RESPONSIBILITIES

3.23. Individual Costs

- 3.24. General Business Subscriptions: Each partner will independently bear the costs of their internal business subscriptions according to usage and necessity.

- 3.25. The following costs will remain the sole responsibility of EWG:

- 3.25.1. All Investor related branding, marketing and acquisition initiatives.
- 3.25.2. Expenses related to EWG-specific software, content creation and internal marketing efforts.
- 3.25.3. Investor Acquisition Costs: Costs directly related to flying in, entertaining, or securing large Investors for substantial investment volumes.

- 3.26. The following costs will remain the sole responsibility of Tajmas:

- 3.26.1. Direct trading-related costs, including regulatory licenses, platform fees and compliance obligations.
- 3.26.2. Company expansion initiatives, such as hiring personnel, upgrading infrastructure, or relocating offices.
- 3.26.3. Tajmas marketing, branding and promotional activities, including campaign execution and outreach strategies.
- 3.26.4. Any other operational costs not directly related to the deployment or management of Investor capital.

3.27. Shared Costs

3.28. Certain expenses benefiting both parties or directly supporting joint operations will be managed as follows.

3.28.1. Joint marketing materials and promotional campaigns.

3.28.2. Special software licenses and platforms developed for joint use.

3.28.3. Investment in Joint Ventures and New Initiatives: Any new initiatives or joint venture investments will be discussed and costs allocated based on mutual agreement prior to initiation.

4. Roles & Responsibilities

- 4.1. This section outlines the key responsibilities of both EWG and Tajmas, along with shared obligations, ensuring a structured, transparent and effective partnership.

4.2. EWG Roles & Responsibilities

- 4.2.1. Strategic Marketing & Investor Acquisition: Develop and execute multi-level distribution initiatives, strategic marketing campaigns and branding efforts to attract and convert Investors efficiently.
- 4.2.2. Onboarding & Investor Experience Optimisation: Enhance the onboarding process, ensuring seamless Investor acquisition, education and engagement through continuous improvements and automation.
- 4.2.3. Investor Relationship Management: Maintain clear communication with Investors, provide transparent updates and proactively manage inquiries to foster trust and long-term engagement.
- 4.2.4. Transparent Reporting & Feedback Management:
- Provide timely feedback from Investors to Tajmas for service improvements.
 - Ensure clear public communication with members regarding investment performance and partnership updates.
- 4.2.5. Tajmas Admin Portal: Develop and maintain an EWG hosted admin portal for Tajmas to track Investor progress, manage updates and send notifications throughout the onboarding journey.
- 4.2.6. Investor Education: Educate Investors on using their Tajmas Dashboard, once live, including profit withdrawals and account management.

4.3. Tajmas Responsibilities

- 4.3.1. Sourcing & Buyer Allocation - Source high-demand electronics from trusted Saudi suppliers and match inventory with pre-qualified buyers in the Dubai Free Zone. As well as:
- Maintain ongoing relationships with capable suppliers and clients to solidify existing partnerships.
 - Secure additional high-performing suppliers and clients through continuous business development.
 - Notify EWG as early as possible if a supplier or client becomes unavailable.
- 4.3.2. Deal Execution & Capital Deployment - Deploy Investor capital to secure bulk inventory at favourable rates, execute transactions, and initiate the import process as per cycle protocols.
- 4.3.3. Logistics & Inspection - Ensure all goods are shipped through DAFZA (Dubai Airport Free Zone), inspected on arrival, and documented with photographic and transactional evidence.
- 4.3.4. Profit Distribution & Monthly Yield Payouts - Distribute the Investor's 30% share of all profits tied to their Lane Capital on the 25th of each calendar month. No fees or deductions will be taken from the investor's profit share.
- 4.3.5. Investor Reporting & Document Uploads - Upload proof of supply, transfer, and fulfilment documents for each trade cycle to the shared dashboard or Google Drive folder assigned to the Investor.
- 4.3.6. Technology & Platform Enhancements: Build, Launch and continuously improve the Tajmas Investor dashboard to enhance usability, reporting accuracy and Investor engagement.

- 4.3.7. Investor Support & Transparency - Provide responsive communication, access to performance data, and operational clarity through EWG's investor support framework.
- 4.3.8. Scaling the Model Responsibly - Expand inventory volume and buyer capacity in accordance with operational readiness, ensuring Tajmas can sustainably accept new Investor accounts without overextension.
- 4.3.9. Legal & Compliance Support - Remain fully compliant with all relevant local and international laws, including regulatory obligations tied to trade, finance, licensing and operations. Ongoing legal oversight must be maintained to ensure all activity is lawful, verifiable and properly documented.

4.4. Joint Responsibilities

- 4.4.1. Governance, Oversight & Decision-Making:
 - Hold fortnightly strategy meetings to analyze growth, address challenges and plan for the next sprint cycle.
 - Conduct performance analysis of available suppliers and clients.
 - Establish clear decision-making processes to align partnership objectives.

4.5. Operational Expense Allocation

- 4.6. To support the scalability and operational readiness of the Partnership during its foundational growth phase, the Parties agree to a temporary cost-sharing arrangement for key operational and expansion-related expenses. The allocation of such expenses shall be borne ninety percent (90%) by EWG and ten percent (10%) by Tajmas.
- 4.7. Covered categories under this provision include, without limitation:
 - 4.7.1. Lease and maintenance of office premises;
 - 4.7.2. Accounting, audit, and financial compliance services;

- 4.7.3. Business insurance policies, excluding inventory-related capital insurance;
- 4.7.4. General operational materials, including branded apparel, stationery, and office supplies;
- 4.8. This allocation structure shall remain in force until Tajmas' total Lane Capital Volume under this Partnership reaches fifty million United States Dollars (USD \$50,000,000). Upon reaching this threshold, Tajmas shall assume full and exclusive responsibility for all ongoing and future operational expenditures, unless otherwise agreed by the Parties in writing.
- 4.9. For the avoidance of doubt, this clause does not extend to employee salaries, contractor remuneration, commissions, or any human resource-related costs, all of which shall remain the sole financial responsibility of Tajmas at all times.

5. Expectations & Ways of Working

- 5.1. This section defines the operational structure, communication protocols, decision-making hierarchy and conflict resolution mechanisms essential for maintaining a productive and transparent partnership between EWG and Tajmas.

5.2. COMMUNICATION PROTOCOLS

5.3. Workplace Messaging

- 5.4. To ensure seamless collaboration, a dedicated communication group will be established via WhatsApp. For real-time collaboration, quick updates and non-urgent discussions between team members.

5.5. Phone Calls

- 5.6. For urgent matters requiring immediate attention, with emergencies strictly defined. Our standard business hours for calls are 09:00 - 17:00 (GMT), with exceptions for emergencies.

- 5.7. Emergency Situations Include:

- 5.7.1. An Investor threatening to close their account;
- 5.7.2. An Investor requesting direct escalation to Tajmas leadership;
- 5.7.3. Misallocation of Investor funds (e.g., a transfer to an incorrect account);
- 5.7.4. Regulatory compliance issues requiring urgent attention;
- 5.7.5. A major system failure or security breach affecting Investor accounts;
- 5.7.6. A high-net-worth Investor seeking an immediate investment decision;

5.8. Fortnightly LevelUp Meetings

5.8.1. Fortnightly on Tuesdays, 09:00 - 10:00 GMT.

5.8.2. Purpose: Review partnership progress; address operational challenges and resolve outstanding issues; align on strategic initiatives and growth opportunities.

5.9. Operational Clearance

5.10. Tier 1 - Frontline Operations & Investor Account Management - These individuals are authorised to:

5.10.1. Confirm and approve incoming deposits

5.10.2. Maintain Investor logs and deal transparency

5.10.3. Oversee inventory status and buyer engagement

5.10.4. Personnel:

- Mohammed - Sales Manager
- Josef - Sales Director

5.11. Tier 2 - Strategic Deal Cycle Management & Partnership Oversight - These individuals are authorised to:

5.11.1. Coordinate supply chain timelines

5.11.2. Validate payment and profit logs

5.11.3. Liaise with EWG on operational capacity

5.11.4. Personnel:

- Samer - Operations Director
- Abir - Finance Director

5.12. Tier 3 - Executive-Level Strategy & Capital Governance - These individuals are authorised to:

5.12.1. Approve supplier deal cycles.

5.12.2. Sign off on reinvestment batches.

5.12.3. Sign-off on new product/service offerings under the EWG partnership.

5.12.4. Sign-Off strategic vision, capital deployment policies and EWG alignment.

5.12.5. Personnel:

- Tamer Kafafi - Founder & CEO

5.13. Decision-Making Frameworks

5.14. All partnership decisions must be evaluated against the following three guiding principles:

5.14.1. Investor-Centric Growth: Does this decision ethically help generate, sustain and grow wealth for our Investors?

5.14.2. Core Pillars Alignment: Does this decision enhance one or more of our partnerships three core pillars, Knowledge, Cashflow and Time?

5.14.3. Strategic Strengthening: Does this decision expand EWG's marketing reach or bolster Tajmas's global trading capabilities?

5.15. Conflict Resolution Mechanisms

- 5.16. When disputes arise, the following structured approach will be followed to ensure clarity, resolution and alignment:

5.17. Conflict Mapping Framework

- 5.17.1. A structured two-column analysis will be conducted:

- Left Column: What are the Parties fighting about?
- Right Column: What are the Parties fighting for?

- 5.17.2. This framework ensures clarity of intent and consistently yields successful resolutions.

5.18. Experimentation as a Resolution Path

- 5.18.1. Before outright rejecting a perspective, both parties will evaluate whether a limited test or trial can be conducted.

- 5.18.2. Experimentation fosters innovation and collaboration, allowing both sides to explore solutions objectively.

5.19. Mediation & Escalation Process

- 5.19.1. If an impasse remains unresolved, an official conflict resolution meeting will be convened.

- 5.19.2. Both parties will present their positions and a third-party mediator (internal or external) may be introduced if needed.

5.20. Conflict Management Style

- 5.20.1. Over time, the Parties will determine the most effective resolution approach:

- A "lock the door and solve it now" strategy for time-sensitive matters.

- A "step back and reassess" method for complex or emotionally charged issues.

6. Intellectual Property Rights

6.1. Retained Rights

- 6.2. Each party shall retain all right, title and interest in and to its own Pre-Existing Intellectual Property, irrespective of disclosure or use in connection with this Partnership Agreement. Disclosure of Pre-Existing Intellectual Property does not grant the receiving party any ownership rights or entitlements beyond those explicitly described in this Agreement.

6.3. Licensing of Pre-Existing Intellectual Property

- 6.4. Each party grants the other a non-exclusive, royalty-free, worldwide, perpetual and irrevocable licence in its own Pre-Existing Intellectual Property, solely to the extent necessary to fulfil obligations explicitly outlined in this Partnership Agreement.

- 6.5. Neither party shall incorporate any third-party intellectual property into deliverables without the prior written consent of the other party. When consent is requested, the requesting party must clearly identify:

6.5.1. The specific elements containing third-party materials.

6.5.2. Relevant third-party licences.

6.5.3. Any associated restrictions or conditions.

- 6.6. The requesting party represents, warrants and covenants that it has secured all necessary rights to third-party materials used and that usage complies fully with relevant licences and regulations. The requesting party shall indemnify the other party against any claims arising from non-compliance with such third-party licence obligations.

6.7. Ownership of Joint Deliverables

- 6.8. Subject to each party's retained rights to Pre-Existing Intellectual Property, any deliverables created jointly within the context of this Partnership Agreement, whether complete or in progress,

including all Intellectual Property Rights relating thereto, will be jointly owned by both EWG and Tajmas unless otherwise explicitly agreed in writing.

- 6.9. Both parties agree to collaborate fully in securing, maintaining and defending copyrights or other relevant intellectual property rights to protect joint deliverables. Each party will sign necessary documentation and assist the other party in securing, maintaining, or defending these rights in any applicable jurisdiction.

6.10. Protection of Investor Information and Data

- 6.11. Investor Information Ownership: All EWG Investor information and associated data remain exclusively owned by EWG. Tajmas acknowledges it gains no proprietary rights in Investor information shared for the purposes of this partnership.
- 6.12. Data Confidentiality and Usage: Tajmas shall maintain strict confidentiality of all EWG Investor information and data. Tajmas shall not disclose, distribute, or use EWG Investor data beyond the clearly defined scope and objectives of this Partnership Agreement without prior written approval from EWG.
- 6.13. Consent for External Sharing: Tajmas agrees that Investor data will not be disclosed, transferred, or otherwise provided to any third party outside of the scope of this agreement unless explicitly approved by EWG in writing beforehand.
- 6.14. Compliance Obligations: Each party warrants compliance with all relevant third-party licences or regulatory obligations regarding intellectual property, data privacy and confidentiality. Each party agrees to indemnify the other against any claims, liabilities, or losses arising from breaches of these obligations.

7. Confidentiality

7.1. Definition of Confidential Information

7.1.1. "Confidential Information" means all non-public information designated as confidential or proprietary by one party (the "Disclosing Party") and disclosed to the other party (the "Receiving Party") as a result of or during this Partnership Agreement.

7.1.2. Confidential Information includes but is not limited to:

- Supplier identities and contact information;
- Exporter and importer identities;
- Investor names, data, financial information and personal identifiers;
- Wholesale and unit pricing structures;
- Margin strategies and mark-up models;
- Deal structures and capital flow models;
- Trade volumes and transaction histories;
- Internal profit split agreements and financial breakdowns;
- Logistical processes, including shipping methods, routing protocols and warehousing details;
- Customs handling procedures and brokerage relationships;
- Inventory sourcing strategies;

- Terms and timelines of supplier payment agreements;
- Reinvestment strategies and lane capital cycle flows;
- Risk mitigation procedures and contingency protocols;
- Internal SOPs (Standard Operating Procedures) for trade execution and Investor handling;
- Dashboard functionality, backend logic and platform infrastructure;
- Investor performance data, projections and return models;
- Strategic partnership terms, including any unpublished collaboration frameworks;
- Legal agreements, draft contracts and unpublished terms of trade;
- Proprietary software, spreadsheets, templates, or models developed for trade, reporting, or Investor management;
- Future roadmap plans, including expansion strategies, new verticals, or operational pivots;
- Any written or oral information explicitly marked as confidential or reasonably expected to remain confidential and
- The terms, conditions and existence of this Partnership Agreement itself.

7.2. Exclusions to Confidentiality

7.2.1. Confidential Information does not include information that:

- Any written or oral information explicitly marked as confidential or reasonably expected to remain confidential.

- Becomes publicly known through no breach of this Agreement.
- Is rightfully known to the Receiving Party prior to disclosure without confidentiality restrictions.
- Is independently developed by the Receiving Party without reference to the confidential information.
- Is disclosed with the prior written consent of the Disclosing Party.

7.3. Obligations of Confidentiality

7.4. Both parties agree to maintain the strict confidentiality of all information received under this Agreement. Neither party shall disclose, commercialise, distribute, or otherwise exploit Confidential Information outside the express scope and intent of this Partnership Agreement without obtaining prior written approval from the Disclosing Party.

7.5. Upon termination of this Agreement, each party will, upon request, promptly return or securely destroy all confidential information received from the other party, including copies, summaries, or derivatives thereof.

7.6. Warranties and Disclosure Rights

7.7. Each party warrants that it has the unrestricted legal right to disclose any information provided to the other party under this Partnership Agreement without incurring liability to third parties.

7.8. Public Communication and Transparency

7.9. The parties agree to transparent public communication about the partnership, adhering to guidelines mutually agreed upon and ensuring consistency in all public messaging.

7.10. This entire Agreement, including all terms and schedules, will be available in its entirety as part of the Due Diligence (DD) documentation provided to EWG Investors for review.

8. Exclusivity Clause

- 8.1. Tajmas represents and warrants that its execution and performance under this Partnership Agreement do not conflict with, or constitute a breach of, any existing contractual, fiduciary, or other obligations to which Tajmas is bound.
- 8.2. Tajmas hereby agrees to grant exclusive investment facilitation rights to EWG. This exclusivity shall remain in effect so long as EWG consistently facilitates a minimum of 50% of Tajmas' agreed operational investment capacity.
- 8.3. During the period of exclusivity, Tajmas shall not directly or indirectly engage with, seek capital from, or enter into similar investment arrangements with any other business organisation, entity, or individual in relation to Tajmas' main business operation which is import/export of consumer electronics.
- 8.4. If, at any point, EWG's active investment facilitation falls below the 50% threshold, Tajmas shall, at its sole discretion, provide EWG with a 60-day notice period to allow for recovery and reactivation of the agreed capital flow.
- 8.5. If EWG does not restore its facilitation volume above 50% within that period, Tajmas reserves the right to suspend or terminate exclusivity at its sole discretion.
- 8.6. Tajmas agrees to promptly notify EWG of any circumstances that may potentially breach, infringe upon, or otherwise affect this exclusivity arrangement, allowing sufficient time for discussion, review and resolution between both parties.

9. Rights to Terminate

9.1. Liquidation Scenarios & Profit Distribution Rights

9.2. In the event of Tajmas' liquidation or disbanding, the following rules shall govern the distribution of Lane Capital proceeds:

9.2.1. Non-Voluntary Liquidation (within 5 years):

- If Tajmas is subject to involuntary liquidation, non-self-imposed disbanding, or legal dissolution for any reason within five (5) years from the date of the Investor's first capital deployment, the proceeds from all active Lane Capital positions shall be distributed as follows:
 - 30% to the Investor;
 - 67.5% to Tajmas (or its legal successor);
 - 2.5% to EWG;

9.2.2. Non-Voluntary Liquidation (after 5 years):

- If the above occurs after five (5) years from the date of the Investor's first capital deployment, the distribution shall be:
 - 2.5% to the Investor;
 - 95% to Tajmas (or its legal successor);
 - 2.5% to EWG;
 - The Investor shall no longer retain profit-share rights beyond the maturity of all active Lanes.

9.2.3. Voluntary Disbanding or Strategic Exit (any time):

- If Tajmas elects to disband voluntarily, undergo a strategic exit, or shut down operations through a self-imposed decision at any time, the final distribution of Lane Capital shall be:
 - 30% to the Investor;
 - 67.5% to Tajmas;
 - 2.5% to EWG;

9.3. These provisions shall survive termination of this Agreement and remain enforceable for the full duration of the applicable five-year window, or until all Lane Capital obligations have been fully settled.

9.4. Termination for Convenience

9.5. EWG may terminate this Partnership Agreement at its convenience, without liability, upon providing written notice to Tajmas at least thirty (30) days in advance of the intended termination date.

9.6. Tajmas may terminate this Partnership Agreement upon providing written notice to EWG at least thirty (30) days in advance, provided that there are no active or pending Investor onboarding processes or unresolved Investor commitments at the time such notice is given.

9.7. Termination for Cause

9.8. Either party may terminate this Agreement immediately upon written notice if the other party breaches any material term of this Agreement, including but not limited to:

9.8.1. Breach of confidentiality obligations.

9.8.2. Breach of exclusivity commitments.

- 9.8.3. Failure to adhere to Investor onboarding and management obligations.
- 9.8.4. Non-compliance with intellectual property provisions.
- 9.8.5. Upon such termination, the breaching party shall be liable for all applicable remedies available to the non-breaching party in law or equity.

9.9. Obligations Upon Termination

9.10. Upon termination of this Agreement, Tajmas will:

- 9.10.1. Provide EWG with immediate access to all relevant Investor data, reports and documentation related to joint Investor accounts and performance results up to the termination date.
- 9.10.2. Facilitate a smooth transition of any active Investor engagements or Investor onboarding processes back to EWG or to an entity designated by EWG.

9.11. Upon termination, EWG will:

- 9.11.1. Return or securely dispose of all Confidential Information, proprietary Tajmas data, documents and any related material provided by Tajmas during the course of this partnership.

9.12. Payment & Financial Settlement

9.13. Upon termination, both parties shall mutually agree upon an equitable financial reconciliation addressing any outstanding shared expenses, Investor accounts and/or joint investments made during the term of this Agreement.

9.14. Survival Clause

9.15. Any provision of this Partnership Agreement that, by its explicit terms, or implied by its nature, is intended to survive termination, including Intellectual Property Rights, Confidentiality and

obligations related to data protection, shall survive termination or expiration of this Agreement.

10. Miscellaneous

10.1. Limitation of Liability

- 10.2. Except as otherwise explicitly stated within this Agreement, neither EWG nor Tajmas shall be liable to the other party for any special, indirect, incidental, consequential, exemplary, or punitive damages, including, but not limited to, loss of data, loss of profits or revenue, cost of capital, downtime costs, or loss of business opportunities arising from, or in connection with, the performance, non-performance, or breach of this Partnership Agreement.
- 10.3. This limitation applies regardless of whether such damages arise under contract, tort, statute, implied duties or obligations, or other legal theories and even if either party has been advised of the potential for such damages.
- 10.4. For clarity, this limitation of liability shall not be construed to limit Tajmas' obligation to return the Lender's initial capital in accordance with the maturity and default provisions set out throughout this Agreement.

10.5. Insurance

- 10.6. Tajmas and EWG each agree to maintain appropriate insurance coverage and minimum coverage limits required by applicable laws or regulations, including but not limited to employer liability and professional indemnity insurance, as required by their respective jurisdictions or reasonably determined to be necessary by each party.
- 10.7. Lack of adequate insurance coverage by either party shall not limit or otherwise alter that party's liability under this Partnership Agreement.

10.8. Assignment

- 10.9. Neither party shall assign, transfer, delegate, or subcontract any rights, duties, or obligations under this Partnership Agreement, in whole or in part, without obtaining prior written consent from the other party. Subject to this restriction, this Agreement will bind and benefit both parties'

successors and permitted assigns.

10.10. Governing Law and Jurisdiction

10.11. This Agreement shall be governed by and interpreted according to the laws of the United Kingdom, without regard to conflict of law provisions. Both parties agree that any disputes arising out of or in connection with this Agreement shall be resolved exclusively by the courts of competent jurisdiction located within the United Kingdom.

10.12. Severability

10.13. Should any provision of this Agreement be declared invalid, unenforceable, or void by a court of competent jurisdiction, such provision shall be modified or severed to the extent necessary to make the remainder of the Agreement valid, enforceable and legally operative. The remaining provisions shall continue in full force and effect.

10.14. Independent Parties

10.15. Nothing in this Agreement shall be construed to create a relationship of employer-employee, principal-agent, joint venture, partnership (beyond the express terms of this Partnership Agreement), or any other fiduciary relationship beyond the explicit scope outlined herein. Both parties acknowledge they are independent business entities.

10.16. Force Majeure

10.17. Neither party shall be liable for any failure or delay in fulfilling obligations under this Agreement due to events beyond their reasonable control, including but not limited to acts of government authorities, terrorism, natural disasters, fire, storm, flood, earthquake, prolonged shortages of energy, strikes, or similar force majeure events. If such an event persists for more than thirty (30) days, either party may terminate this Agreement immediately upon written notice.

10.18. Entire Agreement

10.19. This Agreement, including all attached or referenced documents, constitutes the entire understanding between EWG and Tajmas regarding the subject matter herein and supersedes all previous communications, understandings, agreements, or commitments, whether oral or written.

This Agreement may only be amended, modified, or altered through a written agreement signed by authorised representatives of both parties.

10.20. Notices & Agreement Updates

10.21. Any notice or other formal communication required or permitted under this Partnership Agreement shall be in writing, signed by or on behalf of an authorised representative of the notifying party and delivered to the recipient's address indicated below or another address subsequently provided in writing by either party.

10.22. Notices to EWG shall be sent via post or email to:

10.22.1. Postal Address: 3rd Floor, 86-90 Paul Street, London, England, EC2A 4NE.

10.22.2. Email: legals@effortlesswealthgroup.com | Attention: Pierre Yamfam, Founder.

10.23. Notices to Tajmas shall be sent via post or email to:

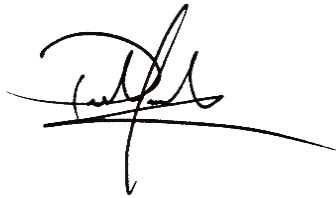
10.23.1. Postal Address: Building A2, Ground Floor, IFZA Business Park, Dubai Digital Park, Dubai Silicon Oasis Authority (DSOA), P.O. Box 342001, Dubai, UAE.

10.23.2. Email: tk@tajmas.com | Attention: Tamer Kafafi, Founder of Tajmas.

10.24. No amendments or modifications to this Partnership Agreement shall be effective unless in writing and signed by authorised representatives of both parties, unless explicitly stated otherwise within this Agreement.

By signing below, each party confirms that they have reviewed, fully understood and accepted all terms outlined within this Partnership Agreement. The Agreement will come into full force and effect as of the Effective Date indicated within the Introduction Section..

This Partnership Agreement may be executed electronically or physically, in counterparts, each of which shall constitute an original and all of which together shall constitute one binding Agreement.

EFFORTLESSWEALTHGROUP LIMITED**Signed:****Full Name:** Pierre Yamfam**Title:** Founder**Position:** Issuing Partner**Date:** 11/07/2025**TAJMAS GLOBAL TRADING FZCO****Signed:****Full Name:** Tamer Kafafi**Title:** Founder**Position:** Receiving Partner**Date:****THE END**

11. Appendix A

THE TAJMAS TRADE CYCLE

- 11.1. The Tajmas trade cycle begins with capital deployment, where Investor funds are used to proactively purchase high-demand electronics, such as iPhones and Samsungs, directly from trusted Saudi suppliers. This stock is secured at discounted bulk rates and shipped to Tajmas's licensed logistics partner in the Dubai Free Zone (DAFZA).
- 11.2. Upon arrival, the goods are held securely under Tajmas's name with full documentation and traceability. A thorough inspection process follows, checking quantity, seal status and packaging condition to ensure everything meets buyer expectations. With inventory verified and ready, Tajmas internally allocates the stock to pre-confirmed buyers, avoiding delays and ensuring rapid fulfilment.
- 11.3. Once the buyer is notified, they inspect the stock at the warehouse and complete the payment directly to Tajmas. Logistics is then instructed to release the goods to the buyer, concluding the trade. At this point, the net profit is calculated and distributed to the Investor according to their fixed yield structure.
- 11.4. This closed-loop system, built on secured supply, confirmed demand and airtight fulfilment, enables Tajmas to complete a full trade cycle in under 5 days on average, making it one of the fastest, most reliable B2B distribution models in the region.
- 11.5. What sets Tajmas apart is a blend of speed, security and simplicity, engineered into every deal. Investors benefit from a 12-week breakeven period where 100% of capital is returned before monthly profit splits begin. The business operates on pre-confirmed buyer demand, eliminating sales uncertainty. With an average trade cycle of under 5 days, capital is turned over with remarkable efficiency. The investment is fully passive and professionally managed, with no Investor involvement required and structured for inheritability and life-time monthly payouts.

- 11.6. Backed by decades of industry experience, trusted supplier relationships and now enhanced by EWG's operational infrastructure, Tajmas offers one of the most practical, low-risk ways to gain exposure to the real-world trade of premium consumer electronics, at scale.

11.7. Cashflow Scenarios:

- 11.8. To provide full transparency and risk clarity, Tajmas has modelled projected cashflows based on a \$20 million capital deployment using historical pricing and operational performance. These models illustrate both best-case and worst-case scenarios, allowing Investors to understand expected margins, profitability and deal velocity. Whether navigating optimal or conservative market conditions, Tajmas maintains profitability through strategic purchasing, pre-confirmed buyer demand and consistent operational efficiency across all trade cycles.

Metric	Worst Case	Best Case	Difference
Units	18,200	18,200	n/a
Buying Cost	\$1,104	\$1,097	\$7
Selling Price	\$1,123	\$1,128	\$5
Margin	\$19 p.unit	\$31 p.unit	\$12 p.unit
Total Buying Cost	\$20,092,800	\$19,965,400	\$127k
Total Selling Price	\$20,438,600	\$20,529,600	\$91k
Logistics Release Fee	\$100	\$100	n/a
Net Profit (1 deal)	\$345,700 (1.7%)	\$564,100 (2.8%)	\$218k (1.1%)
Monthly Profit (4 deals)	\$1,382,800	\$2,256,400	\$873k
Annual Profit (48 deals)	\$16,593,600	\$27,076,800	\$10.4M