

## Adherence Agreement

**THIS AGREEMENT** is made on 28 May 2024

- (1) **BETTER EARTH LIMITED** (company number 15327091), a company incorporated and registered in England and Wales whose registered office is at One Suffolk Way, 1st Floor Suite B, Sevenoaks, Kent, United Kingdom, TN13 1LY (the "**Company**");
- (2) **HYANNIS STRATEGY LTD** (company number 12766035), a company incorporated and registered in England and Wales whose registered office is at Elm Point, East End Way, Pinner, Middx, United Kingdom, HA5 3BS (the "**Transferee**"); and
- (3) **ROSS KEMPSSELL** of Elm Point, East End Way, Pinner, Middx, United Kingdom, HA5 3BS ("**RK**").

Dear Sirs,

**Subscription and Shareholders' Agreement dated 9 May 2024 between (1) the Subscriber; and (2) the Company (each as defined therein) (the "Agreement")**

1. This adherence agreement is entered into in compliance with the terms of clause 10.3 of the Agreement.
2. Words and expressions defined in the Agreement (expressly or incorporated by reference) have the same meaning in this agreement unless given a different meaning in this agreement.
3. By a transfer dated 28 May 2024, Alexander Johnson (the "**Transferor**") transferred to the Transferee 50,000 Ordinary Shares.
4. The Transferee hereby agrees to be bound by the Agreement in all respects as if the Transferee were a party thereto as a "Shareholder" and to perform all the obligations expressed to be imposed on such a party to the Agreement and all the obligations of the Transferor in that capacity thereunder. The Transferee further agrees to assume the benefit of the rights which the Agreement confers on Shareholders.
5. RK irrevocably acknowledges and agrees that, for so long as and to the extent that the Transferee owns Shares, he shall not transfer any of the shares or other interests which he holds in the Transferee, or any other entity to which the Transferee transfers Shares from time to time, except with the unanimous consent of the Board provided in writing or resolved at a duly convened meeting of the Board, together with ERC Consent.
6. This agreement is made for the benefit of:
  - 6.1 the parties to the Agreement; and
  - 6.2 any other person or persons who may after the date of the Agreement (and whether or not prior to or after the date hereof) assume any rights or obligations under the Agreement and be permitted to do so by the terms thereof.
7. This agreement (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales. 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 or its subject matter (including non-contractual disputes or claims).

This agreement has been executed and delivered as a deed on the date shown on the first page.

**EXECUTED** as a deed by **HYANNIS STRATEGY LTD** acting by its director

DocuSigned by:  
  
D3AD8C52E6CF442  
\_\_\_\_\_  
Director

In the presence of:

DocuSigned by:  
**C Scott-Hayward**  
3C793524B987408...  
\_\_\_\_\_

Witness Signature

Witness name: C Scott-Hayward  
\_\_\_\_\_  
84 Brook Street  
\_\_\_\_\_  
Witness address: London W1K 5EH  
\_\_\_\_\_  
Director  
\_\_\_\_\_  
Witness occupation:

**EXECUTED** as a deed by **ROSS KEMPSSELL**

DocuSigned by:  
  
D3AD8C52E6CF442  
\_\_\_\_\_

In the presence of:

DocuSigned by:  
**C Scott-Hayward**  
3C793524B987408...  
\_\_\_\_\_

Witness Signature

Witness name: C Scott-Hayward  
\_\_\_\_\_  
84 Brook Street  
\_\_\_\_\_  
Witness address: London W1K 5EH  
\_\_\_\_\_  
Director  
\_\_\_\_\_  
Witness occupation:

**EXECUTED** as a deed by **BETTER EARTH LIMITED** acting by its director

DocuSigned by:  
*Janaki Sophia Prosdocimi*  
F5254B1DA82E44E...  
Director

In the presence of:

DocuSigned by:  
*Libby Clancy*  
4CFEB6FE04FFC415...

Witness Signature

Witness name: Libby clancy  
Witness address: Flat 6 97 Cadogan gardens  
Sw3 2re  
Witness occupation: Manager