

ASSET TRANSFER AND NO-CONTACT AGREEMENT

This Asset Transfer and No-Contact Agreement (hereinafter referred to as the "Agreement") is made and entered into on April 2, 2024, by and between:

Jose Moran Urea, hereinafter referred to as "Clizpy".

AND

Micheal Grigalashvili, representing Lumina, hereinafter referred to as "Lumina".

WHEREAS, Clizpy and Lumina (collectively referred to as the "Parties") have previously agreed to part ways due to ongoing disagreements and disturbances caused by Clizpy's behavior which Lumina has found to be threatening and unacceptable;

WHEREAS, the Parties wish to formalize their separation and the transfer of certain assets from Clizpy to Lumina, and agree to a no-contact provision as set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Asset Transfer:** Clizpy hereby agrees to transfer to Lumina all rights, titles, and interests in and to the Google Workspace, Github accounts, and any other services or assets previously owned or controlled by the Original Clipzy (now Lumina), free and clear of all liens, charges, and encumbrances. The specific assets to be transferred are listed in Exhibit A attached hereto.
2. **Transfer Procedure:** The transfer of assets shall be completed within 5 (five) days from the Effective Date of this Agreement. Clizpy shall provide all necessary passwords, access codes, and assistance as may be required to effectuate the transfer.
3. **No-Contact Provision:** Upon the effective transfer of the assets, Lumina agrees not to initiate contact with Clizpy, and Clizpy agrees not to initiate contact with Lumina, its employees, affiliates, or administration. This no-contact provision includes but is not limited to:

- No hiring or solicitation of employees,
 - No initiating legal disputes or contact,
 - No direct or indirect communication unless it pertains to the enforcement or interpretation of this Agreement.
4. Exceptions: The only exception to the no-contact provision is communication that is directly related to this Agreement or its enforcement, which shall be conducted in a professional and lawful manner.
 5. Release and Indemnification: Clizpy hereby releases Lumina from any claims, demands, or legal actions of any nature arising from or related to the disputes leading to this Agreement.
 6. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of United Kingdom, without giving effect to any principles of conflicts of law.
 7. Entire Agreement: This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both oral and written, between the Parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date first above written.

Clizpy

Jose Moran Urena
Jose Moran Urena (Apr 2, 2024 17:34 EDT) Date: April 2, 2024

Jose Moran Urena (Clizpy)

Lumina

Misho Grigalashvili Date: April 2, 2024

Michael (Misho) Grigalashvili (Lumina)