

NOMINATION AND BENEFICIAL OWNERSHIP AGREEMENT

This Nomination and Beneficial Ownership Agreement is dated November 2, 2023 (**"Execution Date"**)

By and between:

- (1) **MR. PAUL JONATHON CANTWELL**, residing at Laddarom housing, 102/80, soi 9, lane 44, ramkamahaneng 118. saphan sung, bangkok, 10240 (hereinafter referred to as **"Nominee"** which expression shall unless it be repugnant to the context or meaning thereof, be deemed to include its successors and assigns).
- (2) **MR. CHUA SOO NGEE**, residing at 21 St Helier's Ave, Singapore 555826 (hereinafter referred to as **"Beneficial Owner"** which expression shall unless it be repugnant to the context or meaning thereof, be deemed to include its successors and assigns).

The Beneficial Owner and the Nominee shall hereinafter be collectively referred to as the **"Parties"** and individually as a **"Party"**.

BACKGROUND

- (A) **BRIGHT WIN LIMITED B.V.**, is a private limited company incorporated and organized under the laws of Curacao (**"Company"**). It is agreed between the Parties that the Nominee shall own 100% of the paid-up share capital and ownership of the Company, in trust and as nominees, on behalf of and for the benefit of the Beneficial Owner.
- (B) The Beneficial Owner shall own 100% of the beneficial ownership of the Company. The Nominee hereby agrees and acknowledges that she shall, in accordance with the terms and conditions contained in this Agreement, act in a fiduciary capacity to the Beneficial Owner in respect of the Beneficial Owner's beneficial ownership of the shareholding and ownership interest or any other interest in the Company and/or its business and assets.
- (C) Pursuant to the terms and conditions contained in this Agreement and good and valuation consideration herein, the Nominee has agreed to act as a trustee and nominees for the Beneficial Owner. Simultaneously with the execution of this Agreement, the Nominee has executed an irrevocable Power of Attorney in favour of the Beneficial Owner, granting them the power to take all actions and execute all deed, documents and undertaking on behalf of the Company.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL CONSIDERATIONS, FOREGOING PREMISES AND AGREEMENTS HEREINAFTER CONTAINED, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Appointment of the Nominee and administration of The Company

- 1.1 The Beneficial Owner hereby appoints the Nominee to manage their beneficial ownership in the Company on a fiduciary basis and acting in the best interests of the Beneficial Owner. Accordingly, the Beneficial Owner has appointed the Nominee to act as the administrator of the Company and in this capacity perform all corporate acts and actions as may be authorised by the Beneficial Owner from time to time. It is agreed herewith that the Nominee will act as administrator of the Company only as specifically instructed by the Beneficial Owner and not on his own account. The Beneficial Owner undertakes to make prompt payment when due of all fees and expenses payable to the Nominee in respect of such services which will be agreed from year to year.

2. Duties and responsibilities of the Nominee

- 2.1 The Nominee shall, at all times, act on written instructions of the Beneficial Owner. This applies in particular to the exercise of voting rights in meetings of the Company. The Nominee must comply with such written instructions, as the Beneficial Owner may provide from time to time.
- 2.2 The written instructions from the Beneficial Owner to the Nominee shall be given in conformity with the laws of Curacao or any other countries in which the Company is conducting business activities or any other place having jurisdiction over the Company or where such directions are to be carried out or which would arise any liability and rights of the Company. The written instructions may be given by the Beneficial Owner or any other persons properly authorized by the Beneficial Owner to the Nominee by letter with the signature of the Beneficial Owner and the Nominee shall act on that on behalf of and in the best interests of the Beneficial Owner which undertakes to ratify all steps taken by Nominee in execution of their instructions.
- 2.3 The Nominee acknowledges and agrees that any violation of the foregoing provisions will constitute an ultra vires act on behalf of the Beneficial Owner and the Company, and that any ultra vires act will constitute and impose personal liability of the Nominee with respect to any such prohibited act and omission. The Nominee hereby agrees to hold harmless, defend and indemnify the Beneficial Owner and the Company, from any and all loss arising from a violation or breach of the terms and provisions hereof.

3. Obligations of the Beneficial Owner

- 3.1 The Beneficial Owner hereby declares and confirms that the Company will not be engaged in any of the following activities: money laundering, receiving the proceeds of drug trafficking, receiving the proceeds of criminal activities, terrorist activities, any other illegal activity, and will not use the Company in any manner.
- 3.2 The Beneficial Owner agrees and undertakes:
- (a) To furnish to the Nominee a copy of the signed Agreement within one month's time from the Execution Date.
 - (b) To furnish to the Nominee upon request all relevant information regarding the trading activities and financial affairs of the Company within one month time or such other extended time period as maybe mutually agreed between the Parties.
 - (c) To provide all the books and records of the Company for the purpose of preparing financial statements to comply with all statutory requirements.
- 3.3 Subject to the terms of this Clause 3, the Beneficial Owner shall, in their sole discretion and in such manner as they may mutually agree, conduct the business and operations of the Company and take any decisions on any matter pertaining to the business, assets and operations of the Company.
- 3.4 The Nominee shall be reimbursed for expenses incurred by it in proper performance of this Agreement, in such manner as maybe mutually agreed between the Nominee and the Beneficial Owner, from time to time.
- 3.5 The Beneficial Owner if required as per applicable laws, will be registered as beneficial owner of the entire share capital interest of the Company.
- 3.6 The Nominee shall not be entitled to transfer, acquiesce, assign or novate ("**Transfer**") any rights, obligations or interest under this Agreement without the prior written instructions from the Beneficial Owner for the transfer of individual or all rights and claims arising from or under this Agreement.

4. Information and notices

- 4.1 All notices, reports, statements, and other communications directed to the Nominee from or to the Company shall be forwarded forthwith to the Beneficial Owner, with the date of receipt endorsed on the communication to the notice details set out:

Address: 21 St Helier's Ave, Singapore 555826

Attention: Paul

Email Id: flyingjet1122@hotmail.co.uk

5. Term and termination

- 5.1 This Agreement is concluded for an indefinite period of time, starting on the Execution Date stated at the beginning of the Agreement.
- 5.2 This Agreement may be rescinded at any time by the Beneficial Owner. In that case the Nominee shall within 10 (Ten) calendar days perform all necessary actions and sign all necessary documents in order to transfer all the shares along with any other rights, title or interest to persons indicated by the Beneficial Owner.

6. Severance and written form

- 6.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.
- 6.2 If any provision or part-provision of this Agreement is deemed deleted, the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 6.3 Amendments and supplements to this Agreement must be made in writing; this also applies to the amendment of this written form clause itself.

7. Governing law and jurisdiction

- 7.1 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of Curacao (excluding the provision of the International Private Law).
- 7.2 Each Party irrevocably agrees that the courts of Curacao, shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

IN WITNESS WHEREOF, the parties to this Agreement have caused their respective duly authorized representatives to execute this Agreement on the day and year first above written:

Signed by Paul Cantwell:



02 Nov 2023

Signed by Chua Soo Ngee



02 Nov 2023