

This Deed of Settlement is made the 3rd day of March 2022.



BETWEEN

Nicos Constandinou, a private individual holder of the passport of Canada with number AN826738, issued on 12 July 2021, with date of birth 12 November 1980,

and

Francois Casgrain, a private individual holder of the passport of Canada with number AG596021, issued on 03 October 2019, with date of birth 09 April 1976

(“Settlers”)

and

VESHTINNU LTD, a legal entity registered in the Republic of Cyprus with registration number HE 413378 and registered address 9 Karpenisiou, Strovolos, 2021 Nicosia, Cyprus (“**Trustees**”) which expression shall include any additional or successor trustee or trustees hereof.

WHEREAS:

(a) The Settlers wish to make this Settlement and will transfer or deliver to the Trustees or otherwise will place under their control the property specified in the Second Schedule and from time to time further monies, investments or other property which may be paid or transferred to the Trustees by way of addition.

(b) It is intended that this Settlement shall be irrevocable.

(c) This Settlement shall be known as **Orion Trust**.

Now this Deed irrevocably witnesses as follows:

Definitions

1. In this Deed where the context so admits

(a) “**Trust Fund**” shall mean:

(i) the property specified in the Second Schedule;

(ii) all money investments or other property paid or transferred by any person or persons to or so as to be under the control of and (in either case) accepted by the Trustees as additions;

(iii) all accumulations (if any) of income directed to be held as an accretion to capital;

(iv) the money investments and property from time to time representing the said money investments, property additions and accumulations; and

(v) all of the above, that shall be allocated to the Beneficiaries proportionally upon termination of the Trust Settlement.

(b) “**Trust Period**” shall mean the period ending on the earlier of:

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I hereby confirm that this document
is a true copy of the original document and
I have seen and verified the original document

15 SEP 2025

- (i) Death of the Settlor which shall be evidenced by the original of death certificate, or
- (ii) Mental incapacity of the Settlor for the period exceeding 3 (three) month which shall be confirmed by the written medical opinion, or
- (iii) such date as the Trustees shall by Instrument specify (not being a date earlier than the date of execution of such instrument).

(c) **"Principal Beneficiary"** shall mean, equally proportionally:

(1) **Nicos Constandinou**, a private individual holder of the passport of Canada with number AN826738, issued on 12 July 2021, with date of birth 12 November 1980;

and

(2) **Francois Casgrain**, a private individual holder of the passport of Canada with number AG596021, issued on 03 October 2019, with date of birth 09 April 1976.

(d) **"Discretionary Beneficiaries"** shall mean the following objects and persons, whether such objects and persons are now in existence or come into existence during the Trust Period:

(i) the Principal Beneficiary;

(ii) such other objects or persons as are added under Clauses 3 and 4.

(e) **"Beneficiary"** or **"Beneficiaries"** shall mean any person actually or prospectively entitled to any share or interest in the capital or income of the Trust Fund and shall include the Principal Beneficiary and any Discretionary Beneficiaries.

(f) **"Company"** shall mean any body corporate (of whatever kind) incorporated or brought into existence in any part of the world.

(g) **"Instrument"** shall mean an instrument in writing signed by its parties in the presence of an independent witness and dated or in the case of a Company which is a party executed in accordance with its Articles of Association or Statutes.

(h) **"Minor"** shall mean any individual who has not attained the age of 18 years.

(i) **"Law"** shall mean the International Trusts Law of 1992 (Law 69(1) of 1992) as this Law is from time to time amended.

(j) **"Protector"** shall mean the person appointed as protector of the Trust according to this Deed (if any), and should the protector die or become unable to act, the Trustee may appoint at their discretion the protector of the Trust.

Trust for sale

2. The Trustees shall hold the Trust Fund upon trust as to investments or property other than money, to sell, call in or convert into money all or any of such investments or property but with power to postpone such sale calling in or conversion and to permit the same to remain as invested, in accordance with the terms of this Deed.

Power to add the Beneficiaries

3. The Protector and/or the Trustees may, at any time during the Trust Period add and/or remove to the class of Discretionary Beneficiaries such objects or persons or classes of objects or persons as the Protector shall, subject to the application (if any) of any applicable rule against remoteness of vesting, determine.

4. Any such addition shall be made by Instrument:

- (a) naming or describing the objects or persons or classes of objects or persons to be added; and
- (b) specifying the date or event, not being earlier than the date of execution of the instrument on the happening of which the addition shall take effect.

Trusts of added property

5. The Trustees shall hold the Trust Fund upon with and subject to the trusts powers and provisions of this Deed and the Trustees shall have the right at any time or times during the Trust Period to accept such additional money investments or other property as may be paid or transferred to them upon these trusts by any person either personally or by testamentary act or disposition (including property of an onerous nature the acceptance of which the Trustees consider to be beneficial).

Power of appointment

6. The Trustees shall hold the capital and income of the Trust Fund upon such trusts in favour or for the benefit of all or such one or more of the Beneficiaries exclusive of the other or others of them in such shares or proportions if more than one and with and subject to such powers and provisions for their respective maintenance, education or other benefit or for the accumulation of income and so that the exercise of this power of appointment may be delegated to any extent and in such manner as the Trustees (subject to the application (if any) of the rule against perpetuities) subject to the advance consent in writing by the Protector (if such is appointed by the Settlor) by any Instrument or Instruments revocable during the Trust Period or irrevocable and executed during the Trust Period shall appoint provided always that no exercise of this power shall invalidate any prior payment or application of all or any part or parts of the capital or income or the Trust Fund made under any other power or powers conferred by this Deed or by Law.

Trusts in default of appointment

7. Until and subject to and in default of any appointment under Clause 6:

- (a) The Trustees shall pay or apply the income of the Trust Fund to or for the benefit of all or such one or more of the Beneficiaries exclusive of the other or others of them as shall for the time being be in existence.
- (b) Notwithstanding the provisions of sub-clause (a) the Trustees may at any time or times during the Trust Period instead of applying all or any part or parts of the income accumulate the same in the way of compound interest by investing or otherwise applying it and its resulting income from time to time in any application or investments authorised by this Deed or by Law and subject to sub-clause (c) shall hold such accumulations as an accretion to capital.
- (c) The Trustees may at any time or times during the Trust Period apply the whole or any part or parts of the income accumulated under sub-clause (b) as if it were income arising in the then current year.
- (d) Notwithstanding the trusts powers and provisions declared and contained in this clause, if the Protector is appointed by the Settlor, this clause shall subject to the advance consent of the Protector.

Ultimate default trusts

8. Subject as above and if and so far as not wholly disposed of for any reason whatever by the above provisions the capital and income of the Trust Fund on the day preceding the expiry of the Trust Period shall be distributed to the then surviving Beneficiaries.

Administrative powers

9. The Trustees shall in addition and without prejudice to all powers and immunities under the Law or otherwise have the powers and immunities set out in the First Schedule provided that the Trustees shall not exercise any of their powers so as to conflict with the beneficial provisions of this Trust.

Exercise of powers

10. The Trustees shall exercise the powers and discretions vested in them solely for the benefit of the Beneficiaries (or refrain from exercising) any power or discretion for the benefit of any one or more of them without being obliged to consider the interests of the others or other of them.

Delegation of powers

11. The Trustees or any of them shall have power (notwithstanding any rule of Law to the contrary) by Instrument or Instruments revocable during the Trust Period or irrevocable and executed during the Trust Period to delegate to any person or to any corporate trustee the execution or exercise of all or any trusts powers and discretions hereby or by the Law or otherwise conferred on the Trustees provided that all necessary consents shall continue to be required and notwithstanding the fiduciary nature of such power or powers.

12. Every trustee who is a Company may exercise or concur in exercising any discretion or power hereby conferred on the Trustees by a resolution of its board of directors or governing body or may delegate the right and power to exercise or concur in exercising such discretion or power to one or more members of its board of directors or governing body appointed from time to time by such board of directors or governing body for that purpose.

13. The Trustees may delegate to any one or more of their number the operation of any bank account in their names.

Restriction and release of powers

14. The Trustees shall have power at any time or times by Instrument or Instruments revocable during the Trust Period or irrevocable to release or to any extent restrict the future exercise of any powers however conferred on them notwithstanding the fiduciary nature of any such powers and subject to the same consents as are required for the exercise of such power.

Restriction on exercise of powers

15. Despite anything contained elsewhere in this Deed no discretion shall be exercisable after the expiry of the Trust Period or in such a way as to infringe any rule against perpetuities or excessive accumulations applicable to this Settlement.

Beneficiaries Rights During the Trust Period

16. No Beneficiary shall have:

(a) Any claim, right or entitlement whatsoever to any part of the Trust Fund or the income thereof except in so far as herein expressly provided or as the same may arise by virtue of the exercise of any power of appointment herein contained; or

(b) Any claim, right or entitlement to call for accounts (whether audited or otherwise) from the Trustees in relation to the Trust Fund and the income thereof or to obtain any information of any nature from the Trustees, in relation to the Trust Fund and the income thereof or the trusts and powers hereof unless the Protector shall have given his written consent or the courts in the jurisdiction of the proper law of this Trust shall have so ordered.

Removal and Appointment of Trustees

17. The Protector (if appointed) shall have the power (to be exercised in writing) to remove any or all of the Trustees. Notice of such removal shall forthwith be given to the Trustees concerned and the removal shall become effective immediately, except where all the Trustees or the sole Trustee have or has been removed in which case the removal shall be effective only on the appointment of a new Trustee or Trustees.

(a) The power of appointing new or additional Trustees shall be vested in the Protector (if appointed) or, if there shall be no Protector capable of acting or willing to act, in the Trustees for the time being. The Protector shall not appoint himself to be a Trustee.

(b) A Trustee may resign by giving two months' notice in writing to the person for the time being having power to appoint new additional Trustees under the provisions of sub-clause (a). After the expiration of such notice, or such shorter period as may be agreed in writing between the Trustee giving notice and the person for the time being have power to appoint new or additional Trustees, the Trustee who has given notice shall thereafter cease to be a Trustee. If no Protector has been appointed and the Trustee so resigning is the sole Trustee, shall have the power to appoint a new Trustee in his place and his resignation shall become effective only upon such appointment being made.

18. The office of a trustee shall ipso facto be determined and vacated if such trustee being an individual shall be found to be a lunatic or of unsound mind or shall become subject to any proceedings under the insolvency or bankruptcy laws applicable to such trustee or if such trustee being a company shall enter into liquidation whether compulsory or voluntary (not being merely a voluntary liquidation for the purpose of amalgamation or reconstruction).

19. The person for the time being having the power to appoint new trustees shall have power to appoint one or more other persons or companies to be an additional trustee or trustees.

20. Acts and Instruments done or executed for the proper vesting of the Trust Fund in new or additional trustees shall be done and executed by the continuing or retiring trustee or trustees at the expense of the income or capital of the Trust Fund provided that an outgoing trustee who is liable as a trustee or who may at the death of any person be liable as a trustee or on any other occasion be liable as a former trustee for any taxes wherever they may be imposed and of whatsoever nature shall not be bound to transfer the Trust Fund unless reasonable security is provided for indemnifying such outgoing trustee against such liability.

21. The Courts of the Republic of Cyprus or the court of such other place which shall then be the forum for the administration shall have power to vest the Trust Fund in the Trustees appointed by such court.

22. On every change in the trusteeship a memorandum shall be endorsed on or permanently annexed to this Deed stating the names of the Trustees for the time being and shall be signed by the persons so named and any person shall be entitled to rely upon such memorandum (or the latest of such memorandum if more than one) as sufficient evidence that the Trustees named in such memorandum are the duly constituted trustees for the time being.

23. There shall be no requirement that there be more than one trustee.

Indemnity of retiring trustee and protector

24. If a trustee retires from the trust or becomes by reason of residence or place of incorporation incapable of acting as a trustee such trustee shall be released from all claims demands actions proceedings and accounts of any kind on the part of any other person (whether in existence or not) actually or prospectively interested under this Settlement for or in respect of the capital and income of the Trust Fund or these trusts or an act or thing done or omitted in execution or purported execution of these trusts other than and except only actions:

(a) arising from any fraud or fraudulent breach of trust in which such trustee or (in the case of a corporate trustee) any of its officers was a party or privy;

(b) to recover from such trustee the whole or any part of the Trust Fund in the possession of such trustee or previously received by such trustee (or in the case of a corporate trustee) any of its officers and converted to the use of trustee or officer.

25. If the Protector for the time being shall have died or retired as Protector, then the Protector or the personal representatives of such Protector shall be entitled to a similar release as that specified above for a retiring trustee in respect of any act or thing done or omitted to be done.

Appointment of new protector

26. (a) The Protector shall cease to be the Protector on death, if an individual, or on dissolution, if a corporation, or, in either case, on becoming unable or unfit to act or on resigning or on making a valid appointment under sub-clause 26. (b).

(b) The Protector may, by deed, appoint any other person to be Protector of this Trust and, if the Trustees have been given written notice of the appointment and the person appointed consents in writing, such person shall immediately become the Protector.

(c) The Protector may, by deed, nominate a person to become the Protector upon the person making the nomination ceasing to be the Protector, and upon such cessation if the nomination remains unrevoked, the Trustees have been given written notice of the nomination and the person nominated consents in writing, such person shall immediately become the Protector.

27. If, notwithstanding the provisions of clause 26, there shall be no Protector of this Trust, the Trustees may, by deed, irrevocably appoint any person, not being one of the Trustees, to be the Protector.

Trustee and protector charging clause

28. Any trustee or protector authorised to undertake trust business or act as protector (as the case may be) shall be entitled in addition to reimbursement of its proper expenses to remuneration for its services in accordance with Schedule 3 or in accordance with such terms and conditions as may from time to time be agreed between such trustee or protector and the person or persons by whom the power of appointing new trustees is for the time being exercisable.

29. Any trustee or protector who is an accountant or other person engaged in a profession or business shall be entitled to charge and be paid all normal professional or other charges for business done services rendered or time spent personally or by such trustee's or protector's firm in the administration of these trusts including acts which a trustee or protector not engaged in any profession or business could have done personally.

Clause headings

30. The clause headings are included for reference only and do not affect the interpretation of this Deed.

Power to vary administrative provisions

31. The Trustees subject to the advance consent of the Protector (if appointed) shall have power at any time or times during the Trust Period by instrument to revoke or vary any of the administrative provisions of this Trust or to add any further administrative provisions in such manner in all respects (but subject to the following provisions) as the Trustees may consider expedient for the purposes of this Trust including without prejudice to the generality of the above provisions for ensuring that at all times

there should be a trustee and that the Trust Fund shall be fully and effectively vested in or under the control of such trustee and that the trusts of this Deed shall be enforceable by the persons interested.

Proper law forum and place of administration

32. The proper law governing this Trust shall be that of the Republic of Cyprus and all rights under this Deed and its construction and effect shall be subject to the jurisdiction of and construed according to the laws of the Republic of Cyprus.

33. The Courts of the Republic of Cyprus shall be the forum for the administration of these trusts.

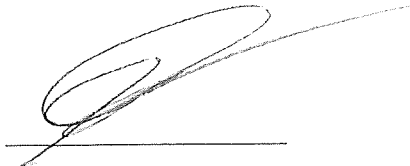
34. Notwithstanding the provisions of Clauses 32 and 33:

(a) The Trustees subject to the consent of the Protector (if appointed) shall have power (subject to the application (if any) of the rule against perpetuities) to carry on the general administration of these trusts in any jurisdiction in the world whether or not such jurisdiction is for the time being the proper law of this Trust or the courts of such jurisdiction are for the time being the forum for the administration of these trusts and whether or not the Trustees or any of them are for the time being resident or domiciled in or otherwise connected with such jurisdiction.

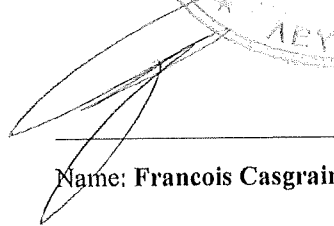
(b) The Trustees subject to the consent of the Protector (if appointed) may at any time declare by Instrument that from the date of such declaration the proper law of this Trust shall be that of any specified jurisdiction (not being a jurisdiction under the law of which this Deed would be capable of revocation) and that all rights under this Deed and its construction and effect shall be subject to and construed according to the laws of that jurisdiction.

(c) The Trustees subject to the consent of the Protector (if appointed) may at any time declare by Instrument that from the date of such declaration the forum for the administration of these trusts shall be the courts of any specified jurisdiction.

Signed and delivered by the Settlers



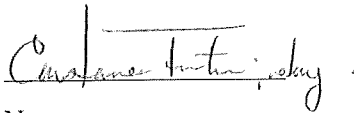
Name: Nicos Constandinou



Name: Francois Casgrain

in the presence of

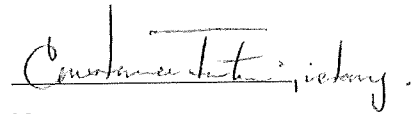
Constance Fortin
NOTAIRE ET CONSEILLÈRE JURIDIQUE
3131, boul. de la Concorde Est, suite 201
Laval (Québec) H7E 4W4



Name:

in the presence of

Constance Fortin
NOTAIRE ET CONSEILLÈRE JURIDI
3131, boul. de la Concorde Est, suite
Laval (Québec) H7E 4W4



Name:

The common seal of
VESHTINNU LTD
was hereto affixed in the presence of

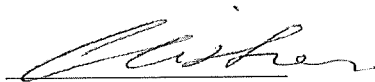


Georgios Georgiadis

Director



in the presence of



Name: Anna Christou

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Έφορος Τελών Χαρτοσήμου (30)

Το πρωτότυπο έχει χαρτοσημανθεί
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Έφορος Τελών Χαρτοσήμου (30)

The first schedule

All powers of the Trustees specified in this first Schedule shall be performed by the Trustees with prior consent of the Protector (if appointed). Should the Trust have no Protector, the Trustees may exercise below powers provided this is strictly in the interests of the Beneficiaries.

Power of investment

1. Subject as provided below any monies requiring investment may be invested in or upon any investments of whatever nature and wherever situated whether producing income or not (including the purchase of any immovable or movable property or any interest in such property and including purchases made for the purpose of enabling all or any one or more of the Beneficiaries to have the occupation use or enjoyment in specie of the asset purchased or other purposes which the Trustees consider to be in the interests of any one or more of the Beneficiaries) as the Trustees shall think fit so that the Trustees shall have the same full powers of making and changing investments of such monies as if they were absolutely and beneficially entitled to such monies and without prejudice to the generality of the above the Trustees shall not be under any obligation to diversify their investment of such monies.
2. The acquisition of any reversionary interest or any policy of insurance or assurance sinking fund policy or other policy of whatever nature or any annuity or securities or other investments not producing income or of a wasting nature or for any other reason not within the meaning of the word "investment" strictly construed shall be deemed to be an authorised investment of trust monies if the Trustees shall consider the same to be for the benefit of any one or more of the Beneficiaries.
3. Where any such reversionary interest policy security or investment as is described in Clause 2 is comprised in the Trust Fund or where any other security or investment is sold with the right to receive the dividend or interest accrued or accruing no part of any accretion to the value or of any premium or bonus or other sum (whether in respect of arrears of or prospective dividend or interest or income or otherwise) which accrues or is payable when the same falls into possession or is redeemed or matures or on repayment of the capital monies so secured or when any sale or disposal is made shall be apportionable to or be treated as income.
4. The Trustees shall have power to exchange property for other property of a like or different nature and for such consideration and on such conditions as they think fit.

Power to lend and to give guarantees

5. The Trustees shall have power to lend money or property to any one or more of the Beneficiaries either free of interest or on such terms as to payment of interest and generally as the Trustees shall think fit.
6. The Trustees shall have power to guarantee the payment of money and the performance of obligations in respect of any existing or future borrowings by any one or more of the Beneficiaries from third parties or guarantees indemnities or other commitments of like nature given to third parties by any one or more of the Beneficiaries including without prejudice to the generality of the above the power to pledge the whole or part of the assets comprising the Trust Fund in support of any such guarantee given as above by the Trustees and to enter into such indemnities as they shall think fit in connection with any such guarantee.

Power to permit occupation of property and enjoyment of chattels

7. The Trustees shall have power to permit any one or more of the Beneficiaries to occupy or reside in or upon any real or immovable property or to have the enjoyment and use of chattels or other movable

property for the time being held upon these trusts on such terms as to payment of rent rates taxes and other expenses and other expenses and outgoings and as to insurance repair and decoration and generally upon such terms as the Trustees shall think fit.

Power to borrow

8. The Trustees shall have power to borrow and raise money on the security of the Trust Fund for any purpose (including the investment of the monies so raised as part of the Trust Fund) and to create a security interest over mortgage, charge, hypothecate or pledge any part of the Trust Fund as security for any monies so raised and to guarantee the payment of money and the performance of obligations in respect of borrowings by any company fully or partly owned by the Trustees acting on behalf of the Trust and in connection with such guarantees to enter into such indemnities as the Trustees shall think fit.

Powers in relation to real property

9. Where the Trust Fund for the time being includes any real or immovable property (in this clause referred to as "the land");

(a) The Trustees may lease all or any part of the land for any purpose and whether involving waste or not and for any term and either wholly or partly in consideration of a rent (whether fixed or variable) or fine or premium or the erection improvement or repair or any agreement to erect improve or repair buildings or other structures on the land and may accept (with or without consideration) surrender of any lease of all or any part of the land.

(b) The Trustees may in executing any trust or power of sale sell all or any part of the land either wholly or partly in consideration of an annual sum payable either in perpetuity or for any term (whether definite or indefinite) and being either reserved out of the land sold or secured in such other manner as the Trustees shall think fit.

(c) The Trustees may in executing any trust or power of sale or leasing:

(i) sell or lease all or any part of the land whether the division is horizontal or vertical or made in any other way;

(ii) sell or lease or reserve any easement or right or privilege over all or any part of the land;

(iii) sell or lease or except or reserve any timber or mines or minerals on or in or under all or any part of the land together with any easements rights or privileges of cutting or working and carrying away the same or otherwise incidental to or connected with forestry or mining purposes;

(iv) impose and make binding for the benefit of all or any part of the land sold or leased any restrictions or stipulations as to user or otherwise affecting any part of the land retained;

(v) accept in exchange for all or any part of the land to be sold or leased (either with or without any money paid or received for equality of exchange) any other real or immovable property or any lease;

(vi) enter into any contract or grant any option for the sale or leasing of all or any part of the land or otherwise for exercise by the Trustees of any of their above powers.

(d) The Trustees shall not be bound to see nor be liable or accountable for omitting or neglecting to see to the repair or insurance of any buildings or other structures on the land or to the payment of any outgoings or otherwise as to the maintenance of the land or any buildings or other structures on the land but may maintain repair or insure the same in such manner and to such extent as they shall think fit.

(e) The Trustees may from time to time expend monies altering or improving the land or any buildings or other structures on the land (including erecting demolishing or rebuilding the same) to such extent

and in such manner as they shall think fit and any certificate in writing of any architect or surveyor employed by the Trustees to the effect that any work specified in such certificate is or includes an alteration or an improvement to the land or any such building or other structure shall be conclusive as between the Trustees and the Beneficiaries that any money expended on such work was properly expended in exercise of this power.

Powers in relation to chattels

10. Where the Trust Fund for the time being includes any chattels (in this clause referred to as "the chattels")

(a) The Trustees may sell lease hire, deposit, store or otherwise deal with the chattels upon such terms as they shall think fit.

(b) The Trustees shall not be bound to see nor be liable or accountable for omitting or neglecting to see to the repair or insurance of the chattels but may repair and insure the chattels in such manner and to such extent as they shall think fit.

Power to trade

11. The Trustees shall have power to trade or take part in any venture in the nature of trade whether solely or jointly with any other person and whether or not by way of partnership (limited or general) and for these purposes make such arrangements as they shall think fit and may delegate any exercise of this power to any one or more of their number or to a company or partnership formed for this purpose.

12. Any power vested in the Trustees under this Settlement shall (where applicable) extend to any arrangements in connection with any such trade or venture and in particular but without prejudice to the generality of the above the Trustees' powers of borrowing and charging shall extend to any borrowing arrangements made in connection with such trade or venture and whether made severally or jointly with others or with unequal liability and the Trustees shall be entitled to be fully indemnified out of the Trust Fund against all personal liability to which they may become in any manner subject in connection with any such trade or venture.

Power to give indemnities

13. The Trustees shall have power to enter into any indemnity to the extent permitted by law in favour of any former trustee or any other person in respect of any fiscal imposition or other liability of any nature prospectively payable in respect of the Trust Fund or otherwise in connection with this Trust and to charge deposit or create a security interest over the whole or any of the Trust Fund as security for any such indemnity in such manner in all respects as they shall think fit.

14. The Trustees shall have power to give or enter into any indemnity warranty guarantee undertaking or covenant or enter into any type of agreement that they shall think fit relating to the transfer or sale of a business in private company shareholding held or owned for the time being by the Trustees on behalf of the Trust whether relating to the business or company itself its assets liabilities shares or employees or any other aspect of the business or company in favour of any transferee purchaser or other relevant party and including any limitation or restriction on value or otherwise as the Trustees shall think fit.

Exclusion of apportionment

15. No rules of apportionment (if any) under the Law or otherwise shall apply to this Trust and the Trustees shall be permitted to treat all dividends and other payments in the nature of income received by them as income at the date of receipt irrespective of the period for which the dividend or other income is payable.

Power to deal with insurance policies

16. The Trustees shall in addition and without prejudice to all statutory and other powers conferred upon them have the following powers in relation to any insurance policy ("the policy") from time to time comprised in the Trust Fund:

- (a) To borrow on the security of the policy for any purpose.
- (b) To convert the policy into a fully paid-up policy for a reduced sum assured free from payment of future premiums.
- (c) To surrender the policy wholly or any part or any bonus attaching to the policy for its cash surrender value.
- (d) To sell the policy or any substituted policy on such terms as the Trustees shall think fit.
- (e) To exercise any of the powers conferred by the policy or with the consent of the insurer to alter the amount or occasion of the payment of the sum assured or to increase or decrease the amount of the periodic premiums (if any) payable under the policy or to alter the period during which the premiums are payable and to do any of these things notwithstanding that the sum assured may be reduced subject always to production of evidence of insurability satisfactory to the insurer.

Power to pay taxes

17. In the event of probate succession estate duty or other duties fees or taxes whatsoever becoming payable in the Republic of Cyprus or elsewhere in respect of the Trust Fund or any part in any circumstances whatsoever including without limiting the foregoing in respect of any property transferred by or to or under the control of the Trustees or any Beneficiary the Trustees shall have power to pay all such duties fees and taxes out of the capital or income of the Trust Fund as they shall consider just and reasonable and shall have discretion as to the time and manner in which such duties fees or taxes shall be paid and so that the Trustees shall be empowered to pay duties fees and taxes arising by virtue of a claim made under any foreign law notwithstanding that the same may not be enforceable against the Trustees under the proper law from time to time governing this Trust or in the jurisdiction in which they are domiciled or resident and notwithstanding that such payment shall not be to the immediate financial advantage of the Beneficiaries or any of them and no person interested under this Trust shall be entitled to make any claim whatsoever against the Trustees by reason of them making such payment.

Power to pay costs

18. The Trustees shall have power to pay out of the income or capital of the Trust Fund all costs of and incidental to the preparation execution and stamping of this Deed.

Power of appropriation

19. The Trustees shall have power to appropriate any part of the Trust Fund in its then actual condition or state of investment in or towards satisfaction of any interest or share in the Trust Fund as may in all the circumstances appear to them to be just and reasonable and for the above purposes from time to time to place such value on any or all investments or other property as they shall think fit.

Power to vote and to employ nominees and custodians

20. In respect of any property comprised in the Trust Fund the Trustees shall have power:

- (a) To vote upon or in respect of any shares, securities, bonds, notes or other evidence of interest in or obligation of any company, trust association or concern whether or not affecting the security or the apparent security of the Trust Fund or the purchase or sale or lease of the assets of any such company trust association or concern.

(b) To deposit any such shares securities or property in any voting trust or with any depositary designated under such a voting trust.

(c) To give proxies or powers of attorney with or without power of substitution for voting or acting on behalf of the Trustees as the owners of any such property.

(d) To hold any or all securities or other property in bearer form or in the names of the Trustees or any one or more of them or in the name of some other person or partnership or in the name or names of nominees without disclosing the fiduciary relationship created by this Trust and to deposit the said securities and any title deeds or other documents belonging or relating to the Trust Fund in any part of the world with any bank, firm, trust company or other company that undertakes the safe custody of securities as part of its business without being responsible for the default of such bank, firm, trust company or other company or for any consequent loss.

Power to delegate management of investments

21. The Trustees shall have power to engage the services of such investment adviser or advisers as the Trustees may from time to time think fit ("the investment adviser") to advise the Trustees in respect of the investment and reinvestment of the Trust Fund with power for the Trustees without being liable for any consequent loss to delegate to the investment adviser discretion to manage all or any part of the Trust Fund within the limits and for the period stipulated by the Trustees and the Trustees shall settle the terms and conditions for the remuneration of the investment adviser and the reimbursement of the investment adviser's expenses as the Trustees shall think fit and such remuneration and expenses shall be paid by the Trustees from the Trust Fund.

22. The Trustees shall not be bound to enquire into nor be in any manner responsible for any changes in the legal status of the investment adviser.

23. The Trustees shall incur no liability for any action taken pursuant to or for otherwise following the advice of the investment adviser however communicated.

Power to receive remuneration

24. No Trustees shall be liable to account for any remuneration or other profit received by such trustee in consequence of such trustee acting as or being appointed to be a director or other officer or servant of any company notwithstanding that such appointment was procured by an exercise by such trustee or by the Trustees of voting rights attached to securities comprised in the Trust Fund.

Power to promote companies

25. The Trustees may (without prejudice to the generality of their powers of investment) promote or join with any other person or persons in promoting or incorporating any company or subscribe for or acquire any of the shares or stock or debentures or debenture stock or loan capital of any company with a view to or in consideration of:

(a) the establishment and carrying on by such company of a business of any kind which the Trustees are for the time being authorised to carry on themselves and the acquisition of any of the assets comprised in the Trust Fund which may be required for the purposes of such business;

(b) the acquisition of the assets and undertaking of any business being carried on by the Trustees under the above power;

(c) the acquisition of all or any of the assets comprised in the Trust Fund to be held as investments of the company acquiring the same.

Trust not bound to interfere in business of company in which the trust is interested

26. The Trustees shall not be bound or required to interfere in the management or conduct of the business of any company in which the Trustees as trustees of the trust shall be interested although holding the whole or a majority of the shares carrying the control of the company but so long as the Trustees shall have no notice of any act of dishonesty or misappropriation of monies on the part of the directors having the management of such company the Trustees shall be at liberty to leave the conduct of its business (including the payment or non-payment of dividends) wholly to the directors and the Beneficiaries shall not be entitled to require the distribution of any dividend by any such company or require the Trustees to exercise any powers they may have of compelling any such distribution.

Power to insure property

27. The Trustees shall have power to insure against any loss or damage from any peril any property for the time being comprised in the Trust Fund for any amount and to pay the premiums out of the Trust Fund.

Power to take counsel's opinion

28. The Trustees shall have power to take the opinion of legal counsel locally or where necessary or appropriate elsewhere concerning any difference arising under this Trust or any matter in any way relating to this Trust or to their duties in connection with these trusts and in all matters to act in accordance with the opinion of such counsel.

Power to appoint agents

29. The Trustees shall have power instead of acting personally to employ and pay at the expense of the Trust Fund any agent in any part of the world whether attorneys, solicitors, accountants, brokers, banks, trust companies or other agents without being responsible for the default of any agent if employed in good faith to transact any business or act as nominee or do any act in the execution of these trusts including without prejudice to the generality of the above the receipt and payment of monies and the execution of documents.

Power to permit self-dealing

30. The Trustees shall have power to enter into any transaction concerning the Trust Fund notwithstanding that one or more of the Trustees may be interested in the transaction other than as one of the Trustees.

Power to effect compromises

31. The Trustees shall have power to:

- (a) accept any property whether movable or immovable before the time at which it is transferable or payable;
- (b) pay or allow any debt or claim on any evidence which they may think sufficient;
- (c) accept any composition or any security movable or immovable for any debt or any property due to or claimed by the Trustees;
- (d) allow any time for payment of any debt;
- (e) compromise compound abandon submit to arbitration or otherwise settle any debt account claim or thing relating to the Trust Fund without being liable for any loss to the Trust Fund thereby occurring.

Power to keep property outside jurisdiction

32. The Trustees shall have power to keep the whole or any part of the Trust Fund within or without the jurisdiction of the proper law.

Power to have accounts audited

33. The Trustees shall have power from time to time and at such intervals as they shall think fit to cause the accounts kept by them relating to this Trust to be examined or audited by such person or persons as they shall designate and to pay the costs of such examination or audit out of the capital or income of the Trust Fund.

Indemnity

34. In the execution of these trusts no Trustee shall be liable for any loss to the Trust Fund arising by reason of any improper investment made in good faith or for the negligence or fraud of any agent employed by such trustee or by any of the Trustees although the employment of such agent was not strictly necessary or expedient or by reason of any mistake or omission made in good faith by such trustee or by any of the Trustees or by reason of any other matter or thing except wilful and individual fraud or dishonesty on the part of the trustee who is sought to be made liable.

Payments on behalf of minors

35. Where any payment is made or property transferred to or for the benefit of a minor the Trustees may pay or transfer the same to the parent or guardian of such minor without enquiring as to its application and the receipt of such parent or guardian shall be a sufficient receipt to the Trustees for the same.

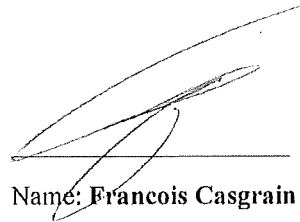
Non-disclosure

36. Subject to an order of any competent court the Trustees shall not be bound to disclose to any person any document or other matter relating to this Trust.

Signed and delivered by the Settlers



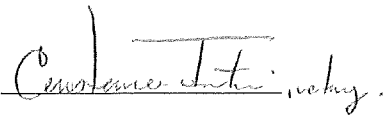
Name: Nicos Constandinou



Name: Francois Casgrain

in the presence of

in the presence of



Name:

Constance Fortin

NOTAIRE ET CONSEILLÈRE JURIDIQUE
3131, boul. de la Concorde Est, suite 201
Laval (Québec) H7E 4W4

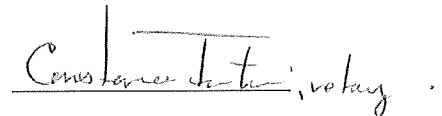
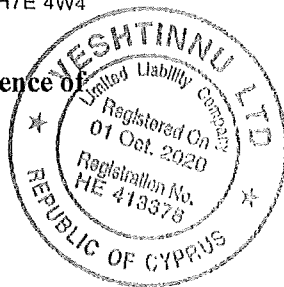
The common seal of
VESHTINNU LTD

was hereto affixed in the presence of



Georgios Georgiadis

Director



Name:

Constance Fortin

NOTAIRE ET CONSEILLÈRE JURIDIQUE
3131, boul. de la Concorde Est, suite 201
Laval (Québec) H7E 4W4

in the presence of



Name:

Kira Christou

The second schedule

Trust Fund

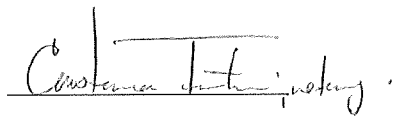
The initial Trust Fund shall be EUR 1000 (One Thousand Euro) and 100% of the issued share capital of **PULSION PROCESSING LTD**, a limited liability company, incorporated and existing under the laws of the Republic of Cyprus with registered number HE 402957, which shall be transferred by the Settlor via a bank transfer or as otherwise agreed with the Trustees.

Signed and delivered by the Settlers



Name: Nicos Constandinou

in the presence of



Name: **Constance Fortin**
NOTAIRE ET CONSEILLÈRE JURIDIQUE
3131, boul. de la Concorde Est, suite 201
Laval (Québec) H7E 4W4

The common seal of
VESHTINNU LTD

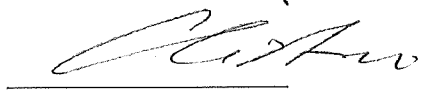
was hereto affixed in the presence of



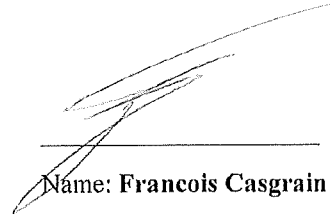
Georgios Georgiadis

Director

in the presence of

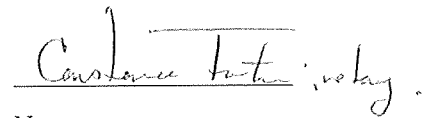


Name: *Alina Christou*

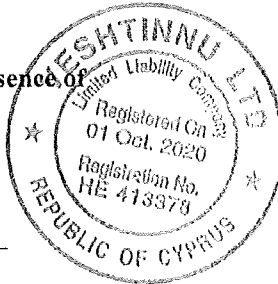


Name: Francois Casgrain

in the presence of



Name: **Constance Fortin**
NOTAIRE ET CONSEILLÈRE JURIDIQUE
3131, boul. de la Concorde Est, suite 201
Laval (Québec) H7E 4W4



The third schedule

Trustee Fees

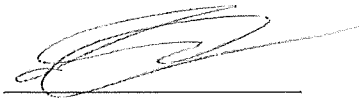
Until and unless the Trustees agree otherwise with the Protector (if appointed) of the Trust the following fees shall apply to the services provided for this Trust by the Trustees:

(1) Annual fee of EUR 2500 (two thousand five hundred euro) plus VAT for the dormant maintenance of the Trust payable on or before the date of settlement of the Trust for the first year and subsequently on or before each anniversary of the Trust;

(2) Trustees fee of EUR 150 (one hundred fifty euro) plus VAT per resolution payable in addition to the Annual fee for considering and issuing resolutions of the Trustees on request of the Protector (if applicable) or the Beneficiaries providing that the time required to be spent by the Trustees to consider the resolution does not exceed 30 minutes; and

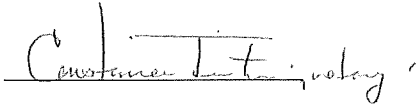
(3) Trustees fee of EUR 250 (two hundred fifty euro) per hour plus VAT payable in addition to the Annual fee for the time spent for considering and issuing resolutions of the Trustees on request of the Protector (if applicable) or the Beneficiaries providing that the time required to be spent by the Trustees to consider the resolution exceeds 30 minutes.

Signed and delivered by the Settlers



Name: **Nicos Constandinou**

in the presence of



Name:

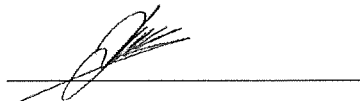
Constance Fortin

NOTAIRE ET CONSEILLÈRE JURIDIQUE
3131, boul. de la Concorde Est, suite 201
Laval (Québec) H7E 4W4

The common seal of

VESHTINNU LTD

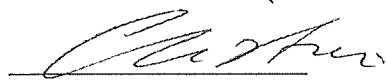
was hereto affixed in the presence of



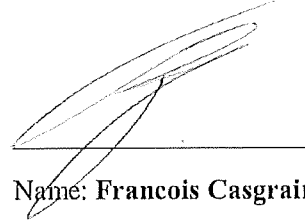
Georgios Georgiadis

Director

in the presence of

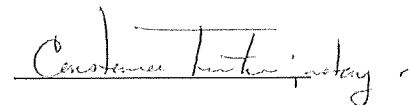


Name: *Alisa Christou*



Name: **Francois Casgrain**

in the presence of



Name:

Constance Fortin

NOTAIRE ET CONSEILLÈRE JURIDIQUE
3131, boul. de la Concorde Est, suite 201
Laval (Québec) H7E 4W4

