

Stelios Amerikanos & Co LLC



TRUST DEED

DATED

February 14, 2023

BETWEEN

SERGII MISHCHENKO

AND

VALIA TRUSTEES LIMITED

FARO TRUST

The document is a true copy of the original document,
which has been seen and verified by the certifier


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STELIOS AMERICANOS & CO LLC
ADVOCATES - LEGAL CONSULTANTS
Office 601, 6th Floor
12 Demostheni Severi Avenue,
1080 Nicosia, Cyprus

20/06/2024



THIS DEED OF TRUST (hereinafter the “Deed”) is made on this 14th day of February 2023

BETWEEN:

(1) **SERGII MISHCHENKO**, born on 1st of November 1981, holder of Ukrainian passport under number FE825201 and resident of Building 12, Zhukovskoho Street, Zaporizhzhia City, 69000, Ukraine (the “Settlor”);

AND

(2) **VALIA TRUSTEES LIMITED**, incorporated under the laws of the Republic of Cyprus with registration number HE256239, having its registered office situated at 12 Demostheni Severi, 6th floor, office 601, 1080 Nicosia, Cyprus (the “Original Trustee”).

(the Settlor and the Original Trustee shall, where the context so permits, be collectively referred to as “Parties”).

WHEREAS:

- 1) The Settlor wishes to set up a trust for the benefit of the Beneficiaries and with this intention has on or before the date hereof transferred to the Original Trustee the Initial Property to be held by the Original Trustee on Trust and with and subject to the powers and provisions contained in this Deed.
- 2) It is apprehended, that further moneys, property or investments may from time to time be assigned, delivered or transferred to or otherwise vested in the name of the Original Trustee to be held on the Trust declared by this Deed.

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION AND DEFINITIONS

In this Deed where the context so admits or requires:

“**Beneficiaries**” means the persons included in the Specified Class or otherwise identified as a beneficiary herein or added as such through the valid exercise of any power hereunder by any person and “**Beneficiary**” means any of such persons;

“**Company**” means FARO ENTERTAINMENT N.V, a company incorporated under the laws of Curacao with registration number 142227, having its registered office situated at Kaya Richard J. Beaujon Z/N, Curacao, P.O. Box 6248, Curacao, whose subsidiary is FARO

ENTERTAINMENT EUROPE LIMITED, a company incorporated under the laws of the Republic of Cyprus with registration number HE 425912, having its registered office situated at 12 Demostheni Severi, 6th floor, office 601, 1080 Nicosia, Cyprus with issued share capital of 1.250 shares of nominal value EUR 1.00 each;

“Confidential Information” means all information contained herewith in the present Deed or transferred by the Settlor or the Beneficiaries to the Original Trustee, in writing, by post, by e-mail or by other means of telecommunication, and relating, directly or indirectly, to the Trust purposes, but it does not include information which (i) is generally available to the public; (ii) was available to the Original Trustee on a non-confidential basis; (iii) is agreed by the Parties in writing not to be confidential; and (iv) is disclosed upon demand of a public authority or pursuant to Proper Law, or if disclosure is required by Proper Law;

“Initial Property” means 1000 (one thousand) shares of nominal value EUR 1.00 each in the share capital of the Company, representing 100% of the issued share capital, registered in the name of the Original Trustee as nominee and trustee for the Settlor;

“Original Trustee” means the Original Trustee or other trustees or trustee for the time being of this Trust;

“Person” includes any physical person and a corporation and/or legal entity (wherever incorporated);

“Proper Law” means the law of the jurisdiction for the time being governing this Trust as provided in Clause 13 hereof;

“Purposes” means the purposes of this Trust described in Clause 3 hereof and **“Purpose”** shall be construed accordingly;

“Termination Date” means such date as specified in Clause 15;

“Trust” means the trust created by this Deed;

“Trust Fund” means:

- (i) The Initial Property;
- (ii) all other property that is paid or transferred to or otherwise vested in and accepted by the Original Trustee as additions to capital and of which a memorandum signed by the Original Trustee shall be conclusive evidence;
- (iii) all income which is accumulated by the Original Trustee and added to the capital; and
- (iv) all money, investments and other property from time to time representing the same and those additions and accumulations or any part or parts respectively or otherwise.

“Trust Period” means the trust period as described in Clause 15 hereof;

“Specified Class” means the persons set forth in the First Schedule below who are now living or in existence and such other person or persons as may from time to time be appointed by the Original Trustee as Beneficiaries under the provisions of this Trust, but not including those who have been excluded by the Original Trustee or who have renounced their interest as a Beneficiary of this Trust.

The singular includes the plural and vice versa.

The masculine includes the neutral and vice versa, and each includes the feminine.

2. NAME OF TRUST

This Trust shall be known as the **FARO TRUST** or by such other name as the Original Trustee may from time to time determine.

3. PURPOSES OF THE TRUST

3.1. The Settlor creates this Trust for the following purpose:

- (a) The Original Trustee shall hold the Trust Fund and shall exercise all rights attached thereto in favour of the Beneficiaries and in accordance with the provisions and restrictions of this Deed;
- (b) The Original Trustee shall hold the Trust Fund in favour of the Beneficiaries and shall act in their best abilities to ensure the implementation of the provisions of this Deed.

4. INCOME AND CAPITAL OF THE TRUST FUND

- 4.1. Subject to any appointment under Clause 5.3, the Original Trustee shall until the Termination Date hold the Trust Fund and the income thereof **UPON TRUST** to disburse, pay, transfer or apply the whole or any part or parts thereof respectively in or towards the fulfilment of the Purposes and in the manner as set out in the Second Schedule and to accumulate the whole or such part of the annual income of the Trust Fund (if any), as shall not have been paid or applied as aforesaid or directed for the purposes of maintenance of the Trust by investing the same in deposit accounts and hold the same as an accretion to the capital of the Trust Fund for any or all of the Purposes.
- 4.2. Subject as aforesaid, the Trust Fund and the income thereof shall, subject to the discretion and powers by this Deed or by the Proper Law vested in the Original

Trustee and to each and every exercise thereof, be held by the Original Trustee UPON TRUST for the Beneficiaries.

5. ADDING BENEFICIARIES AND POWER OF APPOINTMENT

5.1. The Original Trustee may at any time or times during the Trust Period, subject to the Settlor's prior written consent, add to or exclude from the Specified Class such one or more persons, or classes of persons as the Original Trustee shall with such consent (subject to the application of the rule against perpetuities) determine and no Beneficiary may prevent the nomination of new Beneficiaries or exclusion of existing Beneficiaries under this Deed.

5.2. Any such addition shall be made by instrument:

(a) naming or describing the persons or classes of persons to be added; and

(b) specifying the date of the happening of the event (not being earlier than the date of execution of the instrument but before the end of the Trust Period upon which the addition shall take effect).

5.3. The Original Trustee shall hold the Trust Fund and the capital and income of the Trust Fund upon such trusts in favor 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 (including administrative powers and provisions and discretionary trusts and powers to be executed or exercised by any persons or person whether or not being or including the Original Trustee or any of them) as the Original Trustee might in their absolute discretion from time to time appoint. The exercise of this power of appointment may be delegated to any extent and in such manner generally as the Original Trustee (subject to the application (if any) of the rule against perpetuities) 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 the Proper Law:

Provided further that such power of appointment shall always be exercised with the Settlor's prior written consent.

6. ORIGINAL TRUSTEE' DISCRETIONS

Except as otherwise herein expressly provided, every discretion or power hereby conferred on the Original Trustee shall be an absolute and unfettered discretion or

power and no Original Trustee hereof shall (except in respect of actual fraud, wilful misconduct or negligence on the part of the Original Trustee who is sought to be made liable) be held liable for any loss or damage occurring as a result of his exercising or refusing or failing to exercise any such discretion or power.

7. ADMINISTRATIVE POWERS

- 7.1. Subject to clause 7.2 below the Original Trustee shall have in addition and not in substitution to the powers conferred upon it by sections 12 – 25 inclusive of the Trustee Law Cap. 193 and the Cyprus International Trusts Law 69(I)/1992 as amended or replaced from time to time, the additional powers set out in the Third Schedule to this Deed which powers are not exhaustive, PROVIDED that whenever there is more than one Original Trustee for the time being of the Trust, the Original Trustees shall always act unanimously in exercising the discretion and powers so vested to them hereunder.
- 7.2. If in the administration of the Trust Fund any transaction is in the opinion of the Original Trustee necessary but the same cannot be effected by reason of the absence of any sufficient power for that purpose conferred by this Deed or by the Proper Law then the Original Trustee may, subject to the Settlor's prior written consent, by deed confer upon themselves either generally or for the purpose of any particular transaction or transactions the necessary power, and from the execution of such a deed the Original Trustee shall have such power as if it had been conferred by this Deed.

8. DELEGATION OF POWERS

- 8.1. The Original Trustee or any of them, subject to the Settlor's prior written consent, shall have power by Instrument or instruments revocable or irrevocable to delegate to any person the execution or exercise of all or any trusts, powers and discretions hereby or by the Proper Law or otherwise conferred on the Original Trustee, PROVIDED that all necessary consents provided for herein shall continue to be required and notwithstanding the fiduciary nature of such power or powers.
- 8.2. Every Original Trustee, who is a corporate body, may exercise or concur in exercising any discretion or power hereby conferred on the Original Trustee by a resolution of its board of directors or governing body as the case may be 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 thereby for that purpose.

9. REMUNERATION OF ORIGINAL TRUSTEE

9.1. The remuneration of the Original Trustee for acting as the Original Trustee of this Trust shall be (i) a lump sum fee of EUR 4.250 (four thousand two hundred fifty euro) per annum and (ii) an hourly fee in accordance with the below hourly rates of the Original Trustee:

- Partner: EUR 350,00;
- Senior Associate: EUR 250,00;
- Associate: EUR 200,00;
- Junior Lawyer: EUR 100,00;
- Supporting staff: EUR 50-85.

or any other fee schedule further agreed by the Settlor and the Original Trustee for any work or service that they may be required to execute or provide in their capacity as Original Trustee of this Trust including without limitation, attending any meeting that they may be required to attend or hold, communicating with the Settlor or any other person, transferring any of the shares that form part of the Trust Fund or making any distributions out of the Trust Fund. In addition, the Original Trustee shall be entitled to charge and be paid all reasonable and necessary duly documented expenses incurred by them in their capacity as the Original Trustee of this Trust or in relation to this Trust.

9.2. The remuneration as per clause 9.1 above and other funds payable to the Original Trustee from time to time shall not include 19% VAT or the applicable VAT rate at the relevant time which will be charged separately.

9.3. Payment of the remuneration and other funds as estimated in these paragraphs 9.1-9.2 shall be due and be made as follows:

9.3.1. By presentation of the relevant invoice to the Settlor who upon review of the documentation on the remuneration and the reasonable and necessary duly documented expenses shall approve the invoice. The Original Trustee shall provide proper explanations and make relevant corrections and/or adjustments in the invoice if discrepancies are found and reported by the Settlor within a reasonable period.

9.3.2. Failure and/or unreasonable delay of the Settlor to pay the remuneration and other disbursements, the Original Trustee shall be entitled to deduct and retain from any funds, from time to time under the control of the Original Trustee and included in or forming part of the Trust Fund, a sum equal to the amount of any such remuneration and expenditure as aforesaid then due and owing.

10. PROTECTION OF ORIGINAL TRUSTEE

No Trustee shall be liable for any loss or damage which may happen to the Trust Fund or any part thereof or the income thereof at any time or from any cause whatsoever unless such loss or damage shall be caused by his own actual fraud, wilful misconduct or gross negligence.

11. INDEMNITY TO THE ORIGINAL TRUSTEE OUT OF THE TRUST FUND

- 11.1. An Original Trustee (and for the purpose of this clause the term "Original Trustee" includes any officer of a corporate Original Trustee) shall be entitled to exoneration and indemnity out of the Trust Fund for their fees and expenses and any liability, loss or expense incurred under this Trust and for any directorship, shareholding and/or other services rendered that may be undertaken by the Original Trustee for the purposes of the Trust and for any judgment recovered against and paid by such Trustee other than liability, loss, expense or judgment arising out of his own actual fraud, wilful misconduct or gross negligence.
- 11.2. Any existing or future arrangement with regards to the corporate management and decision-making process of the Company shall remain unaffected irrespective of any provisions to the contrary contained in the present Trust Deed.

12. APPOINTMENT, REMOVAL, RETIREMENT AND RESIGNATION OF ORIGINAL TRUSTEE

- 12.1. If any Original Trustee hereof whether original, additional or substituted shall die or being a corporate body shall be dissolved or shall give notice of his or its desire to withdraw and be discharged from the trusts hereof under the provisions of clause 12.2 hereof or shall refuse or become unfit to act or shall be removed under the provisions of clause 12.3 hereof, then the Settlor may, subject to clause 12.4 hereof, by deed appoint any person to be a trustee hereof in place of the Original Trustee so deceased, dissolved, desiring to withdraw and be discharged, refusing or becoming unfit to act or being removed as aforesaid.
- 12.2. If any Original Trustee hereof shall at any time desire to withdraw and be discharged from the Trust he may do so by notice in writing signed by him (or in the case of a corporate Original Trustee by any of its officers) served on the Settlor and any co-trustee and after the expiration of ninety days from the posting and personal delivery of such notice (or such shorter period as may be agreed in writing between the Settlor and the retiring Original Trustee) and the retiring Original Trustee so doing shall cease to be a trustee hereof for all intents and purposes except as to acts and deeds necessary for the proper vesting of the Trust Fund in the continuing or new trustee or otherwise as the case may require.
- 12.3. The Settlor shall have the power to remove any Original Trustee hereof for cause or without cause upon delivery of written notice to that effect to such Original Trustee

and thereupon such Original Trustee shall cease to be a trustee hereof to all intents and purposes except as to acts and deeds necessary for the proper vesting of the Trust Fund in the continuing or new trustee or otherwise as the case may require and upon settlement of any outstanding fees of the Original Trustee up until the date of its removal.

- 12.4. The Settlor may by deed appoint any Person to be an additional or new Original Trustee hereof, PROVIDED that as long as the Proper Law is the Cyprus Law, there shall be at all times an Original Trustee that is tax resident in Cyprus.
- 12.5. Acts and deeds done or executed for the proper vesting of the Trust Fund in new or additional Original Trustee shall be done and executed by the continuing or retiring Original Trustee at the expense of the income or capital of the Trust Fund, PROVIDED always that in the event of the retirement or removal of any Original Trustee hereunder such outgoing Original Trustee shall be entitled to receive from the new Original Trustee and from the continuing Original Trustee (if any) an indemnity against any and all liabilities in respect of any debts, duties, impositions or taxes of whatever nature which are then or may thereafter become payable out of the capital or income of the Trust Fund in accordance herewith and shall not be bound to do or to execute any such acts or deeds as aforesaid except upon his receipt of such indemnity.
- 12.6. Any new or additional Original Trustee appointed under the provisions hereof or by a court of competent jurisdiction shall have such powers, rights and benefits as to remuneration or otherwise at or prior to his appointment as may be agreed in writing (in the case of an Original Trustee appointed as hereinbefore provided) between such new or additional Original Trustee and the Settlor or (in the case of a Trustee appointed by a court) as the order appointing such Original Trustee may direct.
- 12.7. If an Original Trustee retires from the Trust or becomes by reason of residence or place of incorporation or otherwise whatsoever incapable of acting as an Original Trustee or is removed from office in accordance with the provisions of this Clause 12, such Original Trustee shall be released from all claims, demands, actions, proceedings and accounts of any kind on the part of any other person 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 expect only actions:
 - 12.7.1. arising from his actual fraud, wilful misconduct or gross negligence in which such Trustee or in the case of a corporate trustee any of its officers was a party or privy; and

- 12.7.2. to recover from such Original Trustee the whole or any part of the Trust Fund in the possession of such Original Trustee or previously received by such Original Trustee or in the case of a corporate trustee any of its officers and converted to the use of the Original Trustee or officer;

PROVIDED that an Original Trustee shall not be bound to do or execute any acts or deeds to effect his retirement, discharge resignation or removal except upon his receipt of such release.

13. PROPER LAW AND POWER TO CHANGE PROPER LAW

- 13.1. This Trust is established under and governed by the laws of Cyprus and subject and without prejudice to any transfer of the administration of the trusts of the Trust, to any change in the Proper Law and to any change in the law of interpretation of this Trust duly made according to the powers and provisions declared below, the Proper Law shall be the laws of Cyprus, which shall be the forum for the administration of this Trust.
- 13.2. The Original Trustee, subject to the Settlor's written consent, may at any time by deed declare that:
 - 13.2.1. this Trust shall from the date of such declaration take effect in accordance with the law of some other state or territory in any part of the world (being a place under the law of which trusts are recognised and enforced); and
 - 13.2.2. the forum for the administration of the Trust shall from such time be the courts of that state or territory.
- 13.3. As from the date of any such declaration the law of the state or territory named in the declaration shall be the law applicable to this Trust and the courts of such state or territory shall be the forum for the administration of the Trust but subject to any further exercise by the Original of the power contained in clause 13.2 above.
- 13.4. So often as any such declaration shall be made, the Original Trustee shall be at liberty to make such consequential alterations or additions in or to the trusts, powers and provisions of this Trust as may consider be necessary or desirable to ensure that the trusts, powers, and provisions of this Trust shall (*mutatis mutandis*) be as valid, enforceable and effective as they are under the laws of Cyprus.
- 13.5. Notwithstanding anything to the contrary contained herein, this clause shall not authorise any such declaration that would or might directly or indirectly result in (i) the change of the nature of this Trust as a purpose trust and/or (ii) in any person obtaining any benefit under this Trust.

14. AMENDMENTS

This Trust Deed may be amended, provided that such amendment is in writing and signed and/or accepted by the Settlor and the Original Trustee. For the avoidance of doubt, amendment includes, inter alia, any variation and/or restatement and/or deletion.

15. TRUST PERIOD

The Trust Period shall be the period from the date hereof until whichever of the following dates (the “**Termination Date**”) shall first occur, namely:

- a) the period of eighty years from the date of this Deed; or
- b) in the case that the Settlor dies before the Beneficiaries and this Trust has not by that date been dissolved, at any time that the Beneficiaries may decide to dissolve this Trust; or
- c) such day (if any) before the day specified in sub-clauses (a) and (b) above, as the Original Trustee may at his own discretion declare.

16. REVOCABILITY

This Trust shall be irrevocable.

17. CONFIDENTIALITY

The Original Trustee will keep the Confidential Information secret and confidential and will not disclose any Confidential or classified information as defined herewith and will not use or exploit this information to their own advantage, except for the purpose of exercising the Original Trustee’ powers and discretions pursuant to this Deed.

18. CLAUSE HEADINGS

The headings to the clauses and paragraphs of this Trust are for the purposes of information only and are not part of and shall not be used in the construction of this Trust or any part of it.

**First Schedule
Specified Class**

The Specified Class for the purposes of this Deed shall be:

- a) the Settlor;
- b) all the Settlor's legal heirs;
- c) any person or class of persons that the Original Trustee adds to the Beneficiaries by deed, with the written consent of the Settlor during his life.

**Second Schedule
Distributions**

Subject to any appointment under Clause 5.3, the Original Trustee may until the expiration of the Trust Period pay, transfer, appropriate or apply the capital and income of the Trust Fund as follows:

- (a) Until the death of the Settlor, the Original Trustee may pay, transfer, appropriate or apply the whole or any part or parts of the capital or annual income of the Trust Fund to or for the maintenance, advancement, education or otherwise for the benefit of the Settlor and/or his children in such proportions and manner as the Original Trustee shall in its absolute discretion and without being liable to account for the same think fit. The Original Trustee shall accumulate the whole or any part of the annual income of the Trust Fund that is not so paid, transferred, appropriated, or applied by adding that income to the capital of the Trust Fund.
- (b) After the death of the Settlor, the Original Trustee may pay, transfer, appropriate or apply the whole or any part or parts of the capital or annual income of the Trust Fund to or for the maintenance, advancement, education or otherwise for the benefit of section b) of the Specified Class in the First Schedule of this Deed, in such proportions and manner as the Original Trustee shall in its absolute discretion and without being liable to account for the same think fit. The Original Trustee shall accumulate the whole or any part of the annual income of the Trust Fund that is not so paid, transferred, appropriated, or applied by adding that income to the capital of the Trust Fund.

**Third Schedule
Administrative Powers**

1. Deposit of documents

The Original Trustee may deposit documents relating to this Trust with any person.

2. Nominees

The Original Trustee may vest the Trust Fund or any part thereof in any person as nominee and may place the Trust Fund or any part thereof in the possession or control of any Person, subject to the Settlor's prior written consent to any such action.

3. Payment of tax

The Original Trustee may pay tax liabilities of the Trust (and interest on such tax) even though such liabilities are not enforceable against the Original Trustee.

4. Ancillary powers

The Original Trustee may do anything, which, is incidental or conducive to the exercise of their functions. Notwithstanding anything herein before contained, none of these provisions shall be construed as permitting the Original Trustee to act contrary to the Proper Law.

5. Deal as beneficial owner

With respect to the application of or investment of, any property constituting the whole or part of the Trust Fund, to exercise all powers which an individual absolute beneficial owner might exercise without being restricted in any way by the office of trustee including but not limited to, subject to the Settlor's prior written consent to any such action (without prejudice to the generality of the foregoing power):

a. Power to invest

Subject to prior consultation with the Settlor, power to invest in any real or personal property, including the acquisition of a controlling interest in any company, partnership, trust, association or other entity or concern and including investment in any currency and in any part of the world in the purchase of or upon the security of such stocks, shares, mutual fund shares, unit trust units, or other securities or commodities (including precious metals) bonds, notes, debentures, certificates of deposit or time deposits, land, or other investments or property of whatever nature, and whether or not income-producing or paying dividends or interest and whether involving liabilities or depreciating or not, or upon such personal credit, with or without security, as the Original Trustee shall in their absolute discretion think fit. The Original Trustee are not restricted to trustee investments prescribed under the Proper Law of the Deed and are under no obligation to diversify and shall not be liable for any loss occasioned thereby. The Original Trustee shall have the same full and unrestricted powers of making and changing investments as if they were absolutely and beneficially entitled.

b. Vote on shares

Power to vote upon or in respect of any stocks, shares, securities, debentures, bonds, notes or other evidence of interest in, or obligations of any corporation, trust, association or other entity 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 corporation, trust, association or other entity or concern.

c. Deposit shares

Power to deposit any such shares, securities or property in any voting trust or with any depository designated thereby.

d. Give proxies and powers of attorney

Power to give proxies or powers of attorney, with or without power of substitution, for voting or acting on behalf of the Original Trustee as the owners of such property.

6. Formation of entitles

Subject to prior consultation with the Settlor, power to incorporate or register or to procure the formation, incorporation or registration of any company, partnership, association or other entity or concern in any part of the world at the expense of the Trust Fund with limited or unlimited liability for the purpose of, inter alia, acquiring the whole or any part of the Trust Fund so that, if thought fit, the consideration for the sale of the Trust Fund or any part thereof to any such company, partnership, association, or other entity or concern may consist wholly or partly of debentures or debenture stock or other securities or shares of the company which shall be allotted to or otherwise vested in the Original Trustee or their nominees and be capital money in the Original Trustee' hands or in the hands of the Original Trustee' nominees.

7. Power to enter into agreement or contract

Subject to the Settlor's written consent as well as to the terms and conditions imposed by it, the Original Trustee shall have the power to enter into any agreement or contract to enable the Original Trustee or any other person to acquire or take up options over the Trust Fund. The Original Trustee shall have the power to borrow money from the Company or any other person, on such terms as they at their absolute discretion deem fit, subject to the Settlor's consent.

8. Power to wind up, dissolve and liquidate companies

The Original Trustee may promote or concur in the winding dissolution or liquidation of any company which they are interested as holders of shares or other securities and accept in satisfaction of all or any of their rights a distribution in specie of the assets of any such company and shall have the power thereafter to hold and carry on business with such assets either alone or in conjunction with any other person whatsoever or wheresoever.

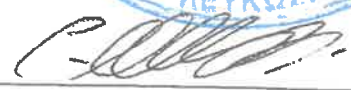
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Stelios Amerikanos & Co LLC

IN WITNESS WHEREOF the Parties have signed this Deed and have delivered it upon dating it.

SIGNED AND DELIVERED

AS A DEED by the SETTLOR:


SERGII MISHCHENKO

in the presence of:

SIGNATURE OF WITNESS:

NAME: Artem Tatarin

ADDRESS: Kyiv, Ukraine

SIGNED AND DELIVERED

AS A DEED by the ORIGINAL TRUSTEE:


MYROFORA SYMEOU
For and on behalf of
VALIA TRUSTEES LIMITED

in the presence of:

SIGNATURE OF WITNESS:

NAME: ZAMBYRINIS MICHALIS

ADDRESS: 12 Demostheni Leventi, Nicosia

Το ακριβές τέλος χαρτοσήμου των € 4.302
με το οποίο επιβαρύνεται το έγγραφο αυτό
εισπράχθηκε σε μετρητά, Αρ. Απόδειξης: 1-1002-2023-443/ του Γραφείου Εισπράξεων
Εφόρων Λευκωσίας, ημερομηνίας 6/3/23
Εφόρος Τελών χαρτοσήμων