

INSTRUMENT APPOINTING A NOMINEE SHAREHOLDER

THIS DEED OF TRUST made on the 23rd of March 2023, in Limassol, Cyprus.

BETWEEN: Georgios Fotiadis of Athinogenous 10, Kaisariani, 161 21, Greece (hereinafter called the Beneficiary) of the one part and Constantia Michaelidou, of Aristofanous 6, Acropolis Court, Flat 13, 3031, Limassol, Cyprus (hereinafter called the Nominee) of the other part.

WHEREAS

The Beneficiary in consideration is beneficially interested and entitled to 500 (five hundred) shares numbered 1 – 500 inclusive, (hereinafter referred to as undertaking known as Green Point Technology N.V, a company incorporated in Curacao under Reg No. 163399 (0).

AND WHEREAS

The Beneficiary is entitled to have the said shares registered in their respective name forthwith, but for reasons of their own, they do not wish to exercise their such right at present, and as a result thereof the said share will continue to be registered in the name of the above Nominee, who has accepted to do so, and to act as hereinafter provided for, for good and valuable consideration.

NOW THIS DEED made in pursuance and in consideration of the **WITNESSETH** as follows:

1. The Beneficiary hereby declares and directs that the Nominee shall hold the said share upon the following trusts:

- a. Upon trust either to retain said share or at the direction of the Beneficiary to transfer the same in the name of the Beneficiary or the said share, to such person or persons as may be indicted by the Beneficiary and subject to such terms as the Beneficiary may deem fit.
- b. To pay the proceeds of any sale of the share, as aforesaid or otherwise to the Beneficiary.
- C. To pay over the Beneficiary any dividend becoming payable in respect of the said share or any other amount to which the holder of such share may be entitled, either during the existence of the company or upon its winding-up, as long as the said Nominee shall continue to appear as the Registered holder of the said share, or any part thereof.
- d. To exercise any other right or power, with regard to the said share, after consultation and in accordance with the instructions of the Beneficiary, which right or power may be exercised by the holder of such shares at the material time, including any right or power with regard to the

allotment of new shares, the issue of bonus shares, the distribution of any property of the above company "in specie" or otherwise.

e. To attend exercise all available rights and vote at any General Meeting of the Company in respect of the said shares, preferably after consultation with the Beneficiary, but in any case manner not prejudicial to the interests of the Beneficiary with respect to any single decision.

f. To execute all proxies or other documents, which shall be necessary or proper to enable the Settlor, his personal representatives or assigns, to attend and vote at a General meeting of the Company in the place of the Nominee.

g. To furnish the Beneficiary promptly with notices or other documents served by the above Company on its Shareholders including its accounts.

h. Subject as aforesaid to hold the said shares in trust for the Beneficiary absolutely.

2. It is hereby mutually agreed that any shares obtained by the Nominee as a result of the said shares shall be held by him upon the same trusts as herein contained.

3. In case of death of the Beneficiary their personal representatives and/or executors or administrators shall be entitled to be registered as the owner(s) of the said shares until other arrangement are made. The same applies if the Beneficiary becomes legally incapable to act.

4. The Beneficiary will at all times hereafter indemnify and keep indemnified the Nominee, against any liabilities in the which the Nominee may incur by reason of the said shares being so registered in the name of the nominee as aforesaid and in particular will punctually pay calls and other demands which the nominee may become liable to pay in respect of the said shares and in respect of any shares or securities to which, the Nominee may subscribe as result of the said shares being registered in his name. The Beneficiary shall furthermore indemnify the Nominee for any costs and expenses reasonably incurred by the Nominee for the purposes of the execution of this Trust. The Beneficiary shall also hold Nominee harmless of any and all consequences and/or loss that the nominee may be exposed to or suffer as a result of the non-compliance by the Beneficiary of any of the terms and conditions of the present trust deed or the company's articles of association.

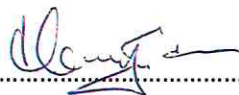
This Trust shall be deemed to come to an end in any of the following cases:

a. At the expiration of 12 months from the date hereof, but shall be automatically renewable, unless notice in writing is given to either side for its termination at least 15 days prior to the expiration of each of the 12 month period hereby created; or

b. When the said shares cease to be registered in the name of the Nominee as above, for any reasons whatsoever and in conformity with the terms herein contained.

IN WITNESS WHEREOF the Beneficiary and the Nominee have set their respective hands on the date mentioned.


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Georgios Fotiadis (Beneficiary)


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Constantia Michaelidou (Nominee)

WITNESS

1. 
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2. 
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