



Nominee Shareholders Agreement

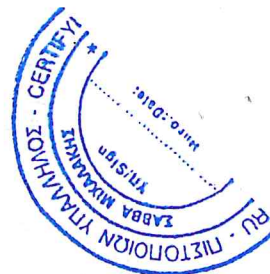
BETWEEN **Mr. Robin Erik Reed**, born in Norway and residing at 12-1-B, Pedraza, Marbella 29601 Malaga, Spain (hereinafter called the "Grantor") of the first part, and **Seamark Trustees Ltd**, of 11, Apostolou Andrea, Hyper Tower, Floor: 1, Office 101, 4007 Limassol, Cyprus (hereinafter called the "Nominee") of the second part,

WHEREAS:

- (a) The Grantor for consideration given is beneficially interested and entitled to 5000 fully paid up ordinary shares (hereinafter called the "Said Shares") of the nominal value of €1 (one Euro) each, in the undertaking called **LEGENDMAN INVESTMENTS LIMITED** a Company incorporated in Cyprus with registration number HE417874, now held by the Nominee.
- (b) The Grantor is entitled to have the Said Shares registered in his name forthwith but for reasons of his own he does not wish to exercise at present his such right, and as a result the Said Shares will continue to be registered in the name of the above Nominee, who will receive an agreed remuneration for acting as herein provided and who has accepted to do so.
- (c) The Grantor shall act through and provide the Nominee with instructions and/or directions with respect to the Said Shares;
- (d) The Nominee shall contact and provide the Grantor with any information, documents and funds, as may be required below;

NOW THIS AGREEMENT made in pursuance and in consideration of the above WITNESSETH as follows:

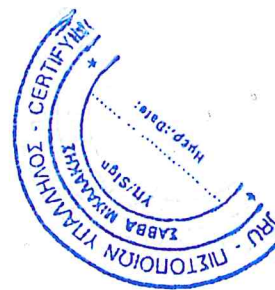
1. The Grantor hereby declares and directs that the Nominee shall hold the Said Shares upon the following trusts:
 - (a) Upon trust to retain the Said Shares, to transfer the same in the name of the Grantor or, at the direction of the Grantor, to transfer the Said Shares or any of them under terms and to the person or persons indicated by the Grantor and pay the proceeds of any sale of them to the Grantor.
 - (b) Upon trust to transfer the Said Shares to the Grantor if, after written notice given to the Grantor by the Nominee, the former for more than fifteen days from the date of the notice fails to indicate another person to whom the Said Shares may be transferred, the Nominee shall have the right (in addition to any other rights it may have under this Agreement, the Law or otherwise) to retire from holding the Said Shares of the Company on behalf of the Grantor and transfer the Shares in the name of the Grantor and inform the Competent Authorities in Cyprus of such transfer.
 - (c) To pay over to the Grantor any dividend becoming payable in respect of the Said Shares or any other amount to which the holder of such shares would be otherwise entitled to, either during the existence of the Company or upon its winding up and so long as the said Nominee shall continue to appear as the registered holder of the Said Shares or of any part thereof.
 - (d) To exercise any other right or power, in consultation with the Grantor, with regard to the Said Shares, (not otherwise specifically provided for herein), which right or power may be exercised by the holder of such shares at the material time, including any right of 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. Any shares obtained by the Nominee because of the holding of the Said Shares be held again by the Nominee upon the same trusts as herein provided.
 - (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 Grantor, but in any case, in a manner not prejudicial to the interests of the Grantor and/or not against any prior written instructions of the Grantor.
 - (f) In the exercise of the powers conferred on the Nominee by Law if any conditional or preferential right to subscribe for shares or securities in the Company or any other option shall be offered to the Nominee as holder of the Said Shares or any of them or otherwise in respect of them, or any call be made upon the Said Shares or any shares and securities so offered to and subscribed for by the Nominee, or other payment demanded in respect of them, the Nominee shall as soon as conveniently may be, give notice of such offer call or demand to the Grantor by written communication and if not less than one week before the expiration of the time allowed for the





exercise of such option or making such payment the Nominee shall receive any direction in writing from the Grantor and the Grantor shall pay or provide for any money required to be paid to comply with such direction, the Nominee shall act on such direction but if no such direction shall be received or the money required to be provided for such action shall not be received or sufficient money to the satisfaction of the Nominee shall not be received before the time stated above, the Nominee shall have full discretion to act or not to act and any such action or no action shall be binding on the Grantor.

- (g) Generally to act with respect to the holding of such shares in a manner not prejudicial to the interests of the Grantor and/or not against any prior written instructions of the Grantor.
 - (h) To supply the Grantor promptly with notices or other documents notified by the above Company to its shareholders, including its accounts.
 - (i) Subject as aforesaid to hold the Said Shares in trust for the Grantor absolutely.
 - (j) In the event of the Grantor's death, to hold the Said Shares in trust for the Grantor legal heirs in the proportions which they would legally be entitled to the same.
2. The Grantor hereby undertakes to respond promptly to any notices, requests for directions and any other correspondence from the Nominee related to the execution of his duties under the present Nominee Agreement.
3. The Grantor will at all times hereafter indemnify and keep indemnified the Nominee, against any liabilities 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 all calls and other demands which the Nominee may become liable to pay in respect of the Said Shares and in respect of any other Shares or securities to which, the Nominee may subscribe as result of the Said Shares being registered in his name. The Grantor shall furthermore indemnify the Nominee for any costs and expenses reasonably incurred by the Nominee for the purposes of the execution of this Nominee Agreement. The Grantor shall also hold the 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 Grantor of any of the terms and conditions of the present Nominee Agreement or the Company's Articles of Association.
4. This Nominee Agreement 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. The dissolution of this Nominee Agreement can be only in written agreement of the both parts.
 - (b) When the said shares cease to be registered in the name of the Nominee, as above, for any reason whatsoever and in conformity with the terms herein contained.
5. Any information regarding the Company and/or the Grantor should not be disclosed by the Nominee and should be strictly confidential.
6. To enable the Nominee to discharge the services agreed in this Nominee Shareholder Agreement, comply with related legal and regulatory obligations and for other related purposes including updating and enhancing client records, the Nominee may obtain, use, process and disclose personal data about the Grantor / the Grantor's business / company / partnership / its shareholders / members / officers, employees as described in Nominee's privacy policy.
- The Nominee confirms when processing the Grantor's personal data that it will comply with the provisions of all relevant data protection legislation and regulation.
- The privacy notice, which can be found on www.seamark.com.cy explains how the Nominee collects and processes personal data in respect of the various services that the Nominee provides. The Nominee encourages the Grantor to review this policy periodically so as to be always informed about how the Grantor's personal data are being processed and protected.





IN WITNESS WHEREOF we have hereunto set our respective signatures this 1st January, 2024.

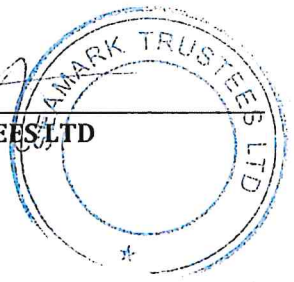
THE PARTIES

WITNESSED BY

Robin Eirik Reed
ROBIN EIRIK REED
(The Grantor)

MALJO MARTINEZ RAMOS
Name:
Profession: ACCOUNTANT, u/c of the Association

SEAMARK TRUSTEES LTD
(The Nominee)



Kyriaki Vrasida
Name: Kyriaki Vrasida
Profession: Compliance officer

A
**CERTIFIED
TRUE COPY OF
THE ORIGINAL**

George Sawides
Director of Seamark Trustees Ltd
30/10/2024 in Limassol

Signed (or sealed) this day in my precence by
George Sawides

As the Certifying Officer, I certify only the signature
which appears on document and assume no
responsibility for the content of this document.
In testimony whereof I have hereto set my hand
and official seal this 30 day of October, 2024



Fees €

MICHALAKIS SAVVA
CERTIFYING OFFICER



MICHALAKIS SAVVA

The undersigned **CERTIFYING OFFICER**,
with seal n° **FkuC95c**, is an appointed certifying officer in Cyprus,
by virtue of Law 165(I)/2012 / is a Community Head acting as a certifying
officer by virtue of Law 165(I)/2012 and Law 86(I)/1999.

..... Date **01 NOV 2023**
Community Head / For District Officer
Certifying Officer

DISCLAIMER: THIS DOCUMENT, UPON WHICH I PLACE MY SEAL AS THE DISTRICT OFFICER,
IS A PRIVATE DOCUMENT. As a District Officer, I hereby ONLY certify, for the purposes of
Article 1(d) of the Convention Abolishing the Requirement of Legalization of Foreign
Public Documents (Law 50(72)), the active capacity of the above Community Head/Certifying
Officer to certify and affix a district stamp. This certification does not affirm the legality of the
Republic of Cyprus affixed by me does not affirm the legality of the content of this
PRIVATE document, nor to the capacity of the signatory parties.

Andreas Chatzikkou

APOSTILLE

(Convention de La Haye du 5 octobre 1961)

1. Country: Cyprus

This public document

2. has been signed by Andreas Chatzikkou

3. acting in the capacity for District Officer

4. bears the seal/stamp of District Administration of Limassol, Ministry of Interior

Certified

5. at APOSTILLE - LIMASSOL MJPO OFFICE

6. the 01/11/2024

7. by Despo Xenofontos

8. No LIM MJPO-LIM 000483187/2024

9. Seal/stamp:



10. Signature:

For Permanent Secretary
Ministry of Justice and Public Order

59075516

Note: This apostille only certifies the signature, the capacity of the signer and the seal or stamp it bears. It does not certify the content of the document for which it was issued (Article 2 of the Hague Convention 1961).