

Company No. 1853966

NOMINEE DIRECTOR SERVICES AGREEMENT

THIS AGREEMENT is made the 16th day of December 2014

BETWEEN

GENEVIEVE ODETTE RONA MAGNAN of North East Point Mahe Seychelles (hereinafter called "the nominee") of the first part

AND

MOHSEN MARZOUK of El Menzah, Tunisia (hereinafter called "the owner") of the second part

The director, **HEREBY DECLARE AND UNDERTAKE:**

That whereas I being appointed as a Director of **Eagle One Investments Holdings Limited**, which has its registered office P.O. Box 3175, Road Town, Tortola, British Virgin Islands ('the Company'), my appointment is solely as nominee for and on behalf of the Owner.

I shall exercise my power as Director in such manner and for such purposes as the Owner or the Owner's duly authorised representative may from time to time lawfully direct or agree to in writing.

I will not transact, manage, carry on or do anything relating to the Company, or sign, enter into or make any agreements relating to the Company, except as the Owner or the Owner's duly authorised representative may from time to time lawfully direct or agree to in writing.

I shall promptly when called to do so by the Owner or the Owner's duly authorised representative may, resign as Director of the Company.

I accept my appointment/s to the Company strictly on the basis that:

- Any asset introduced to the Company has been/will be lawfully introduced and is not/ shall not be derived from or related to money laundering, drug trafficking, terrorism or any other unlawful purpose or activity ("Prohibited Purposes);
- The Company will not be engaged or involved in any Prohibited Purposes;
- No instructions given to me will require or involve any unlawful act or omission; and the Owner will keep me informed of the nature of the business transacted by the Company; and on request and as may be required at law the Owner will provide updated information on his identity and/or address and/or relating to the financial position of the Company;
- I shall not in any circumstances be liable to the Owner for any loss or damage to the Owner, the Company or any other person arising out of the use of the Company by the Owner or any other person;
- The Owner shall at all times indemnify me from and against all actions, suits, proceedings, claims, expenses (including all legal costs on a full indemnity basis) and liabilities whatsoever which may arise or occur or be taken or commenced, made or sought from or against you in connection with the Company, save for any fraudulent or grossly negligent act or omission on my part.

Eagle One Investments Holdings Limited

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Company No. 1853966

The owner, **HEREBY DECLARE AND UNDERTAKE:**

That the Company will not be engaged in any of the following activities; money laundering, receiving the proceeds of drug trafficking, receiving the proceeds of criminal activities, funding terrorist activities or any other illegal activity, and will not use the Company in any manner whatsoever that may damage the good reputation of the Company and/or its representatives (Director).

At all times hereafter I shall fully and effectually indemnify and keep the director indemnified from and against all actions, proceedings, claims or demands of any nature whatsoever which may be made against the director directly or indirectly by reason of her acting as Director of the Company or by reason of any act, deed, matter of thing done or omitted to be done by the director in the capacity of Director and to pay all liabilities, costs and expenses which the directors may become liable for or may incur in connection with any such actions, proceedings, claims or demands.

I shall pay or cause to be paid to the director in advance an annual fee of such sum as to be agreed upon from time to time.

I shall not give to the director or any of his/its directors or officers instructions or directions which are unlawful under the Laws of British Virgin Islands or any other place having jurisdiction over the Company or applicable in the place where such instructions are to be performed.

I undertake to inform the director of any event or change in circumstances which may affect her position as my Nominee Director.

I undertake to ratify and confirm whatever the director may do or purport to do or may have done in the performance of its powers and duties as my Nominee Director.

The director may revoke the nomination and cease providing any services at any time by giving me notice in writing at the address last known to the director and such notice shall take effect immediately.

Upon receiving the notice, I shall at once seek another person to replace the director as a Director of the Company. If I fail to do so within 7 days of the notice, the director is at liberty to disclose my name and address to the government departments as the contacting person responsible for the Company.

The undertakings and obligations on my part herein contained shall be binding on my executors, administrators and successors in title.

It is further agreed herewith, that the Director has no direct or beneficial interest in the Company.

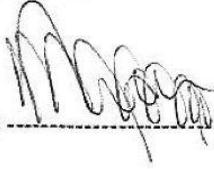
Company No. 1853966

MADE IN TWO ORIGINALS AND IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and year first above written.

EXECUTED as a DEED by

Name: GENEVIEVE ODETTE RONA MAGNAN
Address: [REDACTED] Seychelles
Position: Director

Signature



Witness Name: [REDACTED] Seychelles
Address: [REDACTED]
Position: CORPORATE AND BANKING ADMINISTRATOR

Signature



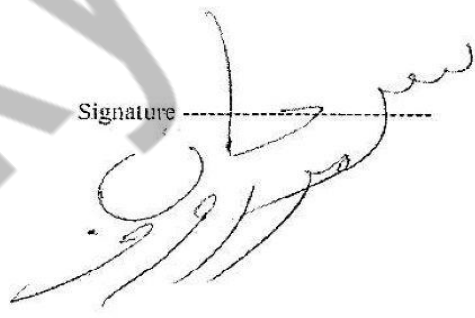
Name: MOHSEN MARZOUK
Address: [REDACTED] El Menzah, Tunisia
Position: Owner

Signature



Witness Name: [REDACTED] Marzouk
Address: [REDACTED] Marzouk
Position: [REDACTED] Tunisia 7200

Signature



Company No. 1853966

NOMINEE SHAREHOLDER SERVICES AGREEMENT

THIS AGREEMENT is made the 16th day of December 2014

BETWEEN

GENEVIEVE ODETTE RONA MAGNAN of [redacted] Seychelles (hereinafter called "the nominee") of the first part

AND

MOHSEN MARZOUK of [redacted] El Menzah [redacted] Tunisia (hereinafter called "the owner") of the second part

The nominee, **HEREBY DECLARE AND UNDERTAKE:**

That I being the holder of 1 (one) issued ordinary share of USD1 each/ or of no par value (the "Share") in **Eagle One Investments Holdings Limited** which has its registered office at P.O. Box 3175, Road Town, Tortola, British Virgin Islands (the "Company"), and the Share is registered and held in my name as nominee for and trustee of the Owner in equal proportion and all dividends and interests accrued upon the same or any of them is held and shall be held on behalf of the owner and the nominee agrees to transfer pay and deal with the said share and the dividends and interest payable in respect of the same in such manner as the beneficial owner shall from time to time direct.

I will at the request of the owner attend all meetings of members or otherwise which he shall be entitled to attend by virtue of being the registered holder of the share or any of them and will vote at every such meeting in such manner as the owner shall have previously directed in writing and further will if so required by the owner execute all proxies or other documents which shall be necessary or proper to enable the owner or his nominees to vote at any such meeting in the place of the nominee.

I will not transfer, deal or otherwise dispose of the Share, except as the Owner may from time to time direct in writing subject to such directions being lawful in British Virgin Islands or any other countries in which the Company is conducting business activities or any other place having jurisdiction over the Company or where such directions are to be carried out. Instructions shall be given by the owner or any persons properly authorised by the owner to the nominee in writing with the signature of the owner who undertakes to ratify all steps taken by nominee in execution of his instructions.

I shall promptly when called to do so by the Owner, transfer my interest in the Share to the Owner or as the Owner may lawfully direct.

I have handed you a share transfer form executed by me in blank in respect of the above holding. You are at liberty at any time to complete and deliver the said share transfer form in favour of and to such person or persons as you may think fit.

Eagle One Investments Holdings Limited

Or

Company No. 1853966

The owner, **HEREBY DECLARE AND UNDERTAKE:**

That the Company will not be engaged in any of the following activities; money laundering, receiving the proceeds of drug trafficking, receiving the proceeds of criminal activities, funding terrorist activities or any other illegal activity, and will not use the Company in any manner whatsoever that may damage the good reputation of the Company and/or its representatives (shareholder).

At all times hereafter we shall fully and effectually indemnify and keep the shareholder indemnified from and against all actions, proceedings, claims or demands of any nature whatsoever which may be made against the shareholder directly or indirectly by reason of her acting as shareholder of the Company or by reason of any act, deed, matter of thing done or omitted to be done by the shareholder in the capacity of shareholder and to pay all liabilities, costs and expenses which the shareholder may become liable for or may incur in connection with any such actions, proceedings, claims or demands.

To give any information which will be requested by the nominee.

To free and relieve the nominee of, from and against all liabilities not attributed to the nominee's negligence or wilful breach of duty and shall reimburse the nominee all cost and expenses incurred in connection with or arising out of this nominee agreement.

I shall pay or cause to be paid to the nominee in advance an annual fee of such sum as to be agreed upon from time to time.

I undertake to inform the shareholder of any event or change in circumstances which may affect his position as my Nominee Shareholder.

I undertake to ratify and confirm whatever the shareholder may do or purport to do or may have done in the performance of its powers and duties as my Nominee Shareholder.

The shareholder may revoke the nomination and cease providing any services at any time by giving me notice in writing at the address last known to the shareholder and such notice shall take effect immediately.

Upon receiving the notice, we shall at once seek another person to replace the shareholder as a shareholder of the Company. If we fail to do so within 7 days of the notice, the shareholder is at liberty to disclose my name and address to the government departments as the contacting person responsible for the Company.

The undertakings and obligations on my part herein contained shall be binding on my executors, administrators and successors in title.

It is further agreed herewith, that the shareholder has no direct or beneficial interest in the Company.

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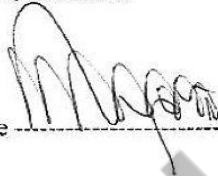
This Agreement shall be construed and governed in accordance with the laws of British Virgin Islands, and the courts of British Virgin Islands shall have sole and exclusive jurisdiction to determine any dispute and other matters arising out of this agreement in relation thereto.

MADE IN TWO ORIGINALS AND IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and year first above written.

EXECUTED as a DEED by

Name: GENEVIEVE ODETTE RONA MAGNAN
Address: North East Point Mahe Seychelles
Position: Shareholder

Signature



Witness Name:

Address:

Position:

CORPORATE AND BANKING
ADMINISTRATOR

Signature



Name: MOHSEN MARZOUK
Address: Bp22 El Menzah 2091 El Menzah 6, Tunisia
Position: Owner

Signature



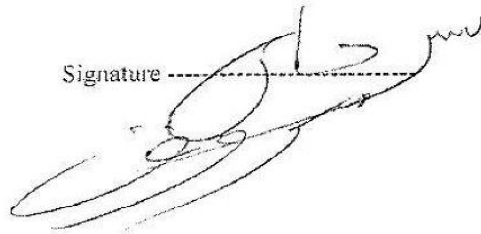
Witness Name:

Address:

Position:

Marzouk
-Ranch 3- TUNIS
2020

Signature



Company No. 1853966

Eagle One Investments Holdings Limited (the "Company")

A BVI Business Company incorporated in British Virgin Islands

DECLARATION OF CONSENT BY DIRECTOR/SHAREHOLDER

Full Name of Director/Shareholder: GENEVIEVE ODETTE RONA MAGNAN

Address of Director / Shareholder: [REDACTED] Seychelles

Passport No: N00 [REDACTED]

I consent to act as Director and to be a shareholder of the company and certify that I am not disqualified from being appointed or holding office as a director and shareholder of a company in accordance with the BVI Business Companies Act, 2004.

Dated this 16th day of December 2014



GENEVIEVE ODETTE RONA MAGNAN

Director / Shareholder:

Eagle One Investments Holdings Limited

Company No. 1853966

SHARE TRANSFER FORM

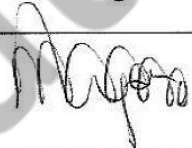
Eagle One Investments Holdings Limited (the "Company")
A BVI Business Company incorporated in British Virgin Islands

For the consideration stated below the "Transferor" named do hereby transfer to the "Transferee" named the shares specified below subject to the conditions on which the shares are now held by the transferor and transferee do hereby agree to accept and hold said shares subject to the conditions aforesaid.

DESCRIPTION OF SHARES

Number of shares	Type of Shares	Par value of each share	Consideration
1	Ordinary	USD1	USD1

TRANSFEROR PARTICULARS

Name of Transferor in full	Address of Transferor	Signature
GENEVIEVE ODETTE RONA MAGNAN	Seychelles	

Signature of Witness

Name:

Address:

Seychelles.

TRANSFEEE PARTICULARS

Name of Transferee in full	Address of Transferee	Signature

Signature of Witness

Name:

Address:

The Transferor hereby consents to the Company giving effect to the Transfer and to the updating of the Company's Register of Shares and Members accordingly.

DATED this day of

No transfer of any of the Shares comprised in this transfer form will be registered unless the transfer and the existing share certificate are lodged at the Company's Registered Office at P.O. Box 3175, Road Town, Tortola, British Virgin Islands

NOTICE OF RESIGNATION AS DIRECTOR

Eagle One Investments Holdings Limited

Company No. 1853966

RESIGNATION

TO: Eagle One Investments Holdings Limited

AND TO: THE SHAREHOLDERS THEREOF

I HEREBY tender my resignation as a director of the Company to take effect forthwith and acknowledge that I have no claims against the company for loss of office or otherwise howsoever.

DATED:



GENEVIEVE ODETTE RONA MAGNAN

GENERAL POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME, Eagle One Investments Holdings Limited a Company incorporated under the BVI Business Companies Act, 2004 and having its registered office at P.O. Box 3175, Road Town, Tortola, British Virgin Islands (hereinafter referred to as the "Grantor") SENDS GREETINGS:

AND WHEREAS the Grantor is desirous of appointing MOHSEN MARZOUK of [redacted] El Menzah [redacted] Tunisia - Tunisie Passport NO: F [redacted] - D.O.B: [redacted] 1965 - ISSUED ON: 05.12. [redacted] - EXPIRY DATE: 04.12. [redacted] (hereinafter called the "Attorney") as the true and lawful Attorney with full power and authority to do and execute all acts, deeds and things as hereinafter mentioned in the name of and on behalf of the Grantor and subject to the provisions of the BVI Business Companies Act, 2004.

1. The Company is carrying on the business of a BVI Business Company more particularly detailed in the main objects clause of the Memorandum of the company.

2. In order to facilitate the business to be carried on smoothly, the Company hereby appoints MOHSEN MARZOUK of [redacted] El Menzah [redacted] Tunisia - Tunisie Passport NO: F [redacted] - D.O.B: [redacted] 1965 - ISSUED ON: 05.12. [redacted] - EXPIRY DATE: 04.12. [redacted] as its constituted attorney with full power and authority to do and execute all acts, deeds and things as hereinafter mentioned in the name of and on behalf of the Company and subject to the provisions of the BVI Business Companies Act, 2004.

NOW KNOW YOU ALL AND THESE PRESENTS WITNESS that the Company does hereby appoint, constitute and nominate MOHSEN MARZOUK of [redacted] El Menzah [redacted] Tunisia - Tunisie Passport NO: F [redacted] - D.O.B: [redacted] 1965 - ISSUED ON: 05.12. [redacted] - EXPIRY DATE: 04.12. [redacted] as true and lawful attorney or agent of the Company with full powers and authority to do and execute all acts, deeds and things as hereinafter mentioned on behalf of and for the Grantor as follows:

1. To manage the affairs of the Grantor efficiently and faithfully and in a manner conducive to the interest of the Grantor.
2. To open one or more accounts for the Grantor with one or more Banks as may be approved by and to such an extent and with such limits and restrictions as may be stipulated by the Directors from time to time by a resolution of the Board or Committee of the Board of Directors of the Company and to operate the same for and on behalf of the Grantor by drawing, accepting, endorsing, negotiating, releasing, paying or satisfying any promissory notes, bills of exchange, cheques, drafts or orders for payment of moneys and delivery of securities, goods, or effects or other negotiable instruments documents which may be deemed necessary or proper in respect of the business of the Grantor.
3. To sign any deed or document or other paper required to be executed by or in favour of the Grantor including a Deed of Conveyance or a Deed of Mortgage, hypothecation or pledge or a lease or a leave or licence agreement or any other document required to be executed by the Grantor or to adopt, use, attest the affixing of the Common Seal of the Grantor.
4. To buy and sell or otherwise negotiate, deal, invest or transact in any lawful market or property or other items (including, without limitation, stocks and shares, options, swaps,

Company No. 1853966

derivatives, currency, bonds, property, unit trusts, etc.) for and on behalf of the Grantor, and for such purpose to engage or otherwise use in the name of the Grantor the services of any banks or fund manager or other financial institutions or professional advisors as the Attorney shall think fit, and to agree and execute all or any forms and/or contracts and/or other documents as the Attorney shall deem appropriate in the performance of any such matters and powers.

5. To negotiate and agree any credit line or other financial facilities or accommodation with any bank, fund manager, stockbrokers or other financial institution as the Attorney may deem necessary or proper in relation to the Grantor's lawful business and affairs, and in connection with such purpose to mortgage, charge, pledge, grant a lien or otherwise encumber all or any of the Grantor's assets from time to time as the Attorney shall deem appropriate and to negotiate, agree and execute all or any forms and/or contracts and/or other documents.
6. To accept any moneys on fixed deposit according to the schemes made by the Grantor for accepting fixed deposits and to issue and sign fixed deposits receipts in the form prescribed by the Grantor.
7. To adjust, settle, compromise or submit to arbitration any accounts or debts owing to the Company or claims or demands by the Company or any disputes concerning any such accounts, debts, claims or demands which may hereafter arise between the Company and any person(s).
8. To appoint agents or dealers for sale of the products of the Grantor on terms and conditions prescribed by the Grantor and to sign necessary letters or agreements for such appointments.
9. To commence and prosecute any suit or other legal action or proceedings in relation the business of the grantor and for recovery of any moneys, good or other properties of the Company or establishing a right related to the business of the grantor and to defend any suit or legal proceedings against the Grantor by any person or other company, and for that purpose to sign, affirm, or declare complaints, statements of defence, petitions, affidavits and other papers as may be require to be done and to appoint any advocate or solicitor for that purpose.
10. And generally to do all acts and things incidental to the powers hereinabove mentioned and all other acts and things necessary for carrying on the business of the Grantor to such an extent and with such limits and restrictions as may be stipulated by the directors from time to time by a resolution of the Board or Committee of the Grantor.

The Grantor hereby agrees, and in the absence of fraud or gross misconduct indemnify the Attorney in relation to lawful acts undertaken by the Attorney by virtue of this Power of Attorney.

Eagle One Investments Holdings Limited

Company No. 1853966

This Power of Attorney shall be valid from 16th day of December 2014 until 15th day of December 2015

IN WITNESS WHEREOF, the Grantor has pursuant to a resolution of the Board of Directors of the Company passed at its meeting held on 16th day of December 2014

The Grantor has duly executed this document as a DEED on 16th day of December 2014

FOR AND ON BEHALF OF THE GRANTOR

Eagle One Investments Holdings Limited, GRANTOR
Acting by its Director:



By
Name of Director: GENEVIEVE ODETTE RONA MAGNAN

Eagle One Investments Holdings Limited

DIRECTOR'S RESOLUTION WITHOUT A MEETING

WRITTEN CONSENT TO ACTION WITHOUT A MEETING OF THE SOLE DIRECTOR OF
Eagle One Investments Holdings Limited (the "Company") dated this day of
20

BACKGROUND:

- A. The Company is a company incorporated a BVI Business Company under the Laws of British Virgin Islands.
- B. The director has determined that it is in the best interest of the Company to replace certain person as director of the Company.
- C. The Company wishes to appoint a new director of the Company.

RESOLUTIONS:

APPROVAL OF REPLACEMENT OF DIRECTOR

RESOLVED that the following person be and is hereby appointed director of the company with immediate effect:

RESOLVED, FURTHER that GENEVIEVE ODETTE RONA MAGNAN resigns and hereby does as Director of the Company and that such resignation is accepted by the Company.

The Sole Director, by signing this consent, with notice of the time, place and purpose of the meeting of the Sole Director and agrees to the transaction of the business of the meeting by unanimous written consent of the director in lieu of such meeting.

Dated this



Director: GENEVIEVE ODETTE RONA MAGNAN

Company No. 1853966

DIRECTOR'S RESOLUTION WITHOUT A MEETING

WRITTEN CONSENT TO ACTION WITHOUT A MEETING OF THE DIRECTOR OF **Eagle One Investments Holdings Limited** (the "Company") dated this 16th day of December 2014

BACKGROUND:

- A. The Company is a company incorporated as a BVI Business Company under the Laws of British Virgin Islands.
- B. The director considers that it is in the best business interest of the Company to adopt and approve the draft General Power of Attorney ("the Power of Attorney") by the Company in favour of MOHSEN MARZOUK ("the Attorney") authorising and empowering the Attorneys to do and/or all lawful acts or other things ("the Agreement") for and on behalf of the Company in accordance with the terms and conditions in the Power of Attorney, copy of which has been produced to and reviewed by the Director.

RESOLUTIONS:

APPROVAL OF THE POWER OF ATTORNEY

RESOLVED that, execution of the Power of Attorney and Agreement would be each for the purposes of carrying on the Company's business and for the commercial benefit of and in the best interests of the Company.

RESOLVED that, the Power of Attorney shall be and hereby is approved; and GENEVIEVE ODETTE RONA MAGNAN being the Director of the Company, shall be and hereby are authorised to sign and execute the Power of Attorney for and on behalf of the Company.

RESOLVED that, the Agreement (if any) negotiated and made by the Attorney pursuant to, and subject to the limits set by, the Power of Attorney, shall be approved by the Company; and the Attorney shall be and hereby is authorised to sign and execute for and on behalf of the Company: (a) the Agreement in such form as may be approved by Attorney; and (b) any other agreements, documents or forms required in connection with the execution of and performance under the Agreement.

The Sole Director, by signing this consent, with notice of the time, place and purpose of the meeting of the Sole Director and agrees to the transaction of the business of the meeting by unanimous written consent of the director in lieu of such meeting.



Director: GENEVIEVE ODETTE RONA MAGNAN