YOURDROPS LOYALTY CAMPAIGN SPRING 2022 TERMS AND CONDITIONS

I. INTRODUCTION

What YourDrops Loyalty Campaign Spring 2022 means?

EshopWedrop plans to expand its business progressively, with a blanket coverage of Europe within the next years, so that it can provide access to EshopWedrop services to more potential customers.

In order to succeed in these plans we need the support and input from our most valued members which are enrolled within EshopWedrop platform and using our services — our loyal Drops Rewards Programme Members. We are searching for Drops Members with an interest in taking a more active and participative role in our rapidly growing technology based and global cross-border delivery, e-fulfilment and logistics business. EshopWedrop intend to offer them the opportunity to use the Reward Drops accumulated so far in a special pilot loyalty campaign aimed to get additional perks, not only to get discount codes on EshopWedrop services/vouchers.

Due to EshopWedrop desire to be with its most loyal and devoted Drops Members not only in the experiences characteristic of the current activity, but also at another level, in the form of a potential business partnership, EshopWedrop explores the possibility to offer to a limited number of Drops Members the opportunity to become shareholders within the Company, through YourDrops Loyalty Campaign Spring 2022 (the "Campaign", the "Loyalty Campaign" or the "YourDrops Campaign").

Thus, EshopWedrop, through the Loyalty Campaign aims at: (i) rewarding the most loyal Drops Members, by establishing and developing relationships that will allow future opportunities to participate actively to the cross-border delivery services provided by EshopWedrop, and at (ii) obtaining cash contribution from the most loyal Drops Members, to facilitate the development and expansion of the EshopWedrop business network and business goals.

How to access YourDrops Campaign?

The YourDrops Campaign is accessible through www.eshopwedrop.co.uk/loyalty-program (the "Website") and/or to any other related sites and applications referred to on the Website, and enrollment and participation in the Loyalty Campaign will only take place in accordance with these Loyalty Campaign Terms and Conditions (the "Campaign T&C").

Organizer/ EshopWedrop can unilaterally decide to amend/terminate the Campaign and these Campaign T&C and/or any aspect herein/related thereto, at any time, without prior notice or need to provide any reason and without being obliged to pay any indemnification/penalty/damages for such amendment. In all cases Organizer/EshopWedrop shall announce its decision. Termination of the Campaign, at any moment, by the Organizer/ EshopWedrop shall automatically lead to the termination of the Campaign T&C, unless otherwise indicated by the Organizer/ EshopWedrop.

These Campaign T&C are prepared in consideration of the Drops Programme, yet they are targeted and meant to apply exclusively for the Loyalty Campaign. For the avoidance of any doubt, any Participant of the Campaign must adhere and respect Campaign T&C and any other EshopWedrop Terms and Conditions.

Who organizes YourDrops Campaign?

This Loyalty Campaign is organized at the level of EshopWedrop Group countries and EshopWedrop reserves the right to select the jurisdiction of the Holding Company, wich will be communicated to the Participant Drops Members before the start of implementation phase.

To whom it is addressed?

The Campaign is addressed only to the Members of the EshopWedrop Drops Rewards Programme from EU countries (using EshopWedrop EU websites) and of the United Kingdom of Great Britain and Northern Ireland, holding active Accounts accessible via https://www.eshopwedrop.co.uk/loyalty-program. However, none of the Drops Members automatically becomes shareholder in the Holding Company/other EshopWedrop company, and in this respect it is not enough for holding stake, but only the expression of interest (pledging) is envisaged.

In order to participate in the Campaign, each Participant enrolled in the Campaign must go through all the stages of the Campaign, as per the Campaign T&C in force (as they me supplemented/amended from time to time).

For becoming a Participant within the Loyalty Campaign, an eligible Drops Member must go through the enrollment process available via its Account on the EshopWedrop relevant website, by:

- confirming her/his consent to join the Campaign, by indicating their acceptance of the Campaign T&C (affirmative action of checking the relevant box, after reading the Campaign T&C); AND
- confirming she/he has read and understood the privacy terms associated with the Campaign, by an affirmative action of checking the relevant box for having read the Privacy Policy, after reading the Privacy Policy.

Participation in the Campaign is on voluntary basis and does not affect the freedom of non-participating Drops Members or of all other EshopWedrop customers, to continue to enjoy the full range of EshopWedrop services. By enrolment as per the Campaign T&C, the respective Member becomes a **Participant** in the Campaign.

Plese read carrefully all such terms applicable to the Campaign and do not confirm enrolment in the Campaign unless you fully understand them.

When it unfolds?

As per Campaign T&C, the Campaign is planned to roll-out in several stages. The Loyalty Campaign-Exploration phase will start on 4th of February 2022 and will be available until the 6th of March 2022; EshopWedrop /Organizer reserved the right to amend this period in any way, as it deems most appropriate.

Each Participant should be aware that the number of shares planned to be allocated, in the subsequent stages, to the Beneficiaries (as this term is defined in these Campaign T&C) is limited, and the principle according to which the Campaign operates is first-come-first-served. Thus, acting quickly and promptly can become a decisive element in determining the Participants who will qualify for the subsequent stages of the Campaign.

EshopWedrop /Organizer can decide in any way regarding the duration of the Campaign, having full freedom to terminate/suspend/expand/stop the YourDrops Campaign at any time, without justification and without being obliged to pay any indemnification/penalty/damages for such change/stop. In this regard, EshopWedrop /Organizer shall announce its decision (e.g. on the relevant Website), wich will have imediately full legal efects.

How does it work?

The Campaign is planned to run, as a principle, in two consecutive stages: (1) the exploration stage; and (2) the implementation stage.

II. CAMPAIGN STAGES

1. The Exploration Stage

Through the first stage of the Campaign we want to identify interested Drops Members who might wish to become actively involved in our business plans and are willing to go through the steps and selection conditions established by EshopWedrop for this stage.

This first stage will take place exclusively online, through the relevant EshopWedrop website/via the Members EshopWedrop Accounts/EshopWedrop platform, by which the expression of interest of the Participants is prospected, by the specific means decided by the Organizer/ EshopWedrop (ex. expression of interest for booking shares by pledging accrued Rewards Drops and/or cash contribution).

1.1

- (A) Through this Campaign, EshopWedrop wants to find like-minded and business-oriented Drops Members that might be interested to contribute to the development of EshopWedrop future business goals.
- (B) In this regard, the Organizer is exploring the possibility to create/issue a new class of new shares, consisting of a special class of ordinary non-voting shares, with a unit value of each share of £ 8.00 (or equivalent in other currency) each, a "Special Share", meant to allow, at later stage, entitled owners, to contribute in an active and effective way to Holding Company's / EshopWedrop business expansion plans.
- (C) The Company is exploring at the moment of this Campaign T&C the possibility to issue a number of up to 100,000 Special Shares and to allow their allocation (upon completion of the entire Campaign) to approximately 100 Beneficiaries. It is envisaged for a Beneficiary not to be allocated more than 5,000 Special Shares or less than 20 Special Shares.
- (D) The minimum amount of a Beneficiary contribution is set at £160 (or equivalent in other currency) (for a minimum number of 20 Special Shares), and the maximum amount is set at £40,000 (or equivalent in other currency) (for a maximum number of 5,000 Special Shares).
- (E) A Participant is also given the unique opportunity to contribute not only in cash, but also by converting Reward Drops; so contribution can be both Reward Drops and cash, or only cash. One Participant will be able to use its accrued Reward Drops to cover up to half of price for each Special Share booked by the Participant. Also, please note that the value of a single Reward Drop is set at £0.05 (or equivalent in other currency), which means that a maximum of 80 Drops can be spent per one Special Share and a minimum cash contribution per Special Share of £4.00 (or equivalent in other currency).
- (F) Correspondingly, the number of Reward Drops and the cash amount that can be pledged in the Campaign-Exploration stage by a Participant, shall observe the same limits above explained. Nevertheless, the booking of shares in the Campaign-Exploration (by pledging of cash/contribution and/or Reward Drops) shall not represent

actual booking/reservation of Special Shares and shall not entitle the Participant to any Special Shares or to other shares issued/to be issued by EshopWedrop Holding Company or to any share/stake issuance; the booking of shares in the Campaign is merely an expression of interest.

- (G) Thus, a Participant exploring 20 Special Shares will need to pledge either a full amount of £160 (or equivalent in other currency, as applicable), or to pledge a minimum cash contribution of £80 and the remaining with the Drops equivalent, by indicating them as available for conversion.
- (H) Please note that the amounts to be effectively contributed (paid) and, if case, the Reward Drops to be effectively converted, shall be taken into account for the Implementation phase of the Campaign.
- (I) Also, any other configuration of the parity of contributions in cash and Reward Drops is possible, but without violating the minimum 50% cash- maximum 50% Reward Drops limit. This means that only a maximum of 50% of the value of each Special Share can be covered by Reward Drops and a minimum of 50% of the value of each Special Share must be paid in cash.
 - For example: a Beneficiary will be able to pay the value of £800 for 100 Special Shares, through a cash contribution of £600, and the remaining £200 with the Drops equivalent, or through a cash contribution of £780 and the remaining £20 with the Drops equivalent. However, the Beneficiary will not be able to pay in cash only £300 and cover the remaining £500 with the Drops equivalent.
- (J) Participants are provided with all the necessary information for the Campaign, including the value of the cash-Drops parity, as well as the EshopWedrop relevant website/their EshopWedrop Account. Any amendments will also be provided for. In addition, the relevant section of the EshopWedrop Account provides the possibility to perform share booking simulations.

1.2

- (A) During the Campaign-Exploration stage, each Participant has the opportunity to book his/her interest for pledging Reward Drops and/or cash contribution repeatedly, at different time intervals (within the number of her/his accrued Reward Drops and observing the limits under the Campaign T&C). This offers the possibility to the Participants to initially book his/her interest for certain pledges, later on (but no later than the end of the Campaign-Exploration stage or other term indicated by EshopWedrop) to book another interest, all bookings being cumulated and visible in their Account. Nevertheless, should bookings not be available (e.g. total number available for expression of interest (pledging) for bookings set by EshopWedrop was reached, the period for expression of interest by pledging ended, etc.), further bookings are not possible.
- (B) Also, highest number of booked shares are given priority, as well as first-come-first-served principle is applicable (in case several identic number of booked shares are registered concurrently).
- (C) Participants can withdraw at any time during the Campaign-Exploration stage of the Campaign, without owing damages/fees/penalties/indemnification to EshopWedrop for the withdrawal itself, or without owing any amounts/Drops for interest already expressed as per Campaign T&C.
- (D) Participants must be aware that the bookings available for expression of interest are changing constantly, along with other Participants' actions. For example, this means that the cancelling booking of interest/pledging of cash/Reward Drops does not warrant that pledges/interest/bookings would become again later available. On

- the contrary, other Participants could have booked them in the meanwhile. An action of cancelation has thus an irrevocable force (it cannot be revoked and have the cancelled booking reinstated).
- (E) Withdrawal from the Campaign could be expressed by either email, or actions/lack of actions by the Participant/Beneficiary in the Campaign (e.g. no pledging of cash/Reward Drops as per the Campaign T&C, etc.).
- (F) Each action of booking / cancelling pledges (interest) shall be covered in a statement sent by email to the respective Participant.
- (G) The Participants can also withdraw from the second stage of the Campaign (Implementation Stage), at the latest until the date on which the documents necessary to complete the legal procedure are signed.
- (H) Withdrawal from the Campaign-Implementation stage is also irrevocable (nor booking of shares / pledges of cash/Reward Drops, nor effective subscription of shares, is possible).
- (I) Participants' withdrawal (direct or implicit) may benefit to the other Participants/Beneficiaries, depending on the moment of withdrawal. Participants must always follow-up on the status of the bookings and other communications from EshopWedrop /Holding Company.
- (J) Effective contribution (payment) of cash/Reward Drops (including any needed refunds/returns) shall be definitively settled during Campaign-Implementation stage or upon termination thereof.
- (K) The Participant can withdraw at anytime without this affecting or influencing its possibility to continue to benefit from the services provided by ESDW (including the Drops Reward Programme), as per the applicable terms.
- (L) If the Participant loses, for any reason, the status of Drops Member, he will automatically lose the status of Participant of the Campaign (and correspondingly, as Beneficiary).
- (M) The status of Participant/Beneficiary is not transferable in any way and in any form, regardless of the manner of its transmission (e.g: legal, conventional, etc.).
- (N) No payment of money shall be due to or asked by the Organizer/ EshopWedrop company/Holding Company/company involved in the Campaign (or any shareholders/representatives thereof) during and/for any/all parts of the Campaign-Exploration stage or until indicated (if the case) by the Organizer during the Implementation stage (as per relevant special terms). Please do not pay /transfer any amounts to the Organizer/EshopWedrop company/ Holding Company/company involved in the Campaign (or any shareholders/representatives thereof). Any and all such amounts shall be considered unsolicited and freely paid by the Members/user/any person/entity (including in disregard of this provision), shall be deemed as paid on the exclusive risk and responsibility of that Member/user/person/entity and may be reimbursed only after analysis and settlement, as per applicable rules and laws.

1.3

(A) Given that this Loyalty Campaign is a special, pilot campaign for Drops Members, and it implies a maximum degree of novelty, the Organizer is free to change the "rules of the game during the game", for the Campaign T&C and any related documents or terms related in any way to the Campaign, without prior notice, justification

and without being obliged to pay any indemnification / penalty / damages for such action. However, the Organizer shall use communication (e.g. Website) for and all updates/amendements; unless otherwise indicated, they shall be valid as from communication.

- (B) The Organizer enjoys the right to decide on the course/faith of the Campaign in any manner and any time, including terminating/suspending, without prior notice, justification or being obliged to pay any indemnification / penalty / damages for such amendment. However, EshopWedrop shall announce its decision via Website and shall be valid towards any (including Participants from the moment of publication on the Website).
- (C) If the Organizer determines that a Participant/Beneficiary has abused any of the Campaign's privileges/terms, fails to comply in any way with any of the Campaign T&C/any of the rules of a Campaign, or makes any misrepresentation in connection thereto, then Organizer may, take such actions as it deems appropriate, including (but not limited to):
 - to suspend/revoke all the benefits granted to/acquired by the Participant within the Campaign; and/or to limit access to any Campaign benefits/further stages;
 - to immediately terminate and cancel the Participant's participation to the Campaign.

All of this remedies will be applicable with or without advance notice to the respective Participant and without liability from Organizer/any EshopWedrop company/company involved in the Campaign for the Organizer (including of their representatives/shareholders) and without Organizer/any EshopWedrop company/any company involved in the Campaign for the Organizer (including any of their representatives/shareholders) owing any amounts/damages/indemnification.

2. The Implementation Stage

This stage shall be designed to address the process of acquiring the status of shareholder within the Holding Company. The applicable terms (including steps, conditions, etc.) shall be set in accordance with the applicable legislation, by the Organizer, as also mentioned herein.

In order to avoid any doubts, the qualification in first stage does not mean the immediate/sure gaining/obtaining/acquiring of shareholder status within the Holding Company.

This stage will take place, offline, and is subject to the successful completion of the Campaign-Exploration stage, as unilaterally decided by the Organizer/EshopWedrop. Organizer/EshopWedrop may decide to terminate earlier the entire Campaign and decide on how any ongoing and/or further stages are to be adjusted/annulled, without Organizer/any EshopWedrop company/any company involved in the Campaign for the Organizer (including any of their representatives/shareholders) being liable in any sense and for any amount to the users/Drops Members/Participants/Beneficiaries.

The terms and conditions applicable to the Campaign-Implementation stage are provided herein as principles; the details of this stage (e.g. procedure for KYC, effective subscription of shares, subscription statements, etc.) shall be detailed before the start of the Campaign-Implementation stage of the Campaign (e.g. special terms), in line with the applicable legal provisions and corporate rules and documentation. Details shall also be offered in respect of partial /wrong payments /contributions made during the Campaign-Implementation stage (e.g. Organizer may reserve the right to accept or reverse the partial/wrong payment/contribution (in such case outstanding cash amounts shall be reimbursed after final settlement).

Statutory taxes / duties/ fees are likely to apply, where and if legal /other relevant provisions (banking provisions) so indicate. This may involve additional payments and/or formalities (e.g. from the entitled owners of Special Shares, banking commissions) and the Organizer/EshopWedrop/Holding Company shall only cover the ones applicable to other party (e.g. Beneficiary, entitled owner, etc.).

2.1 First phase

This Campaign-Implementation stage begins as soon as it is declared the Campaign-Exploration stage of the Campaign completed.

During this first phase, all the Participants who participated in the Campaign and they booked Shares are analyzed in order to verify and identify whether they meet the conditions of the Campaign and those provided by applicable law to acquire the Special Shares.

At the same time, a classification of the Participants is made according to the value and time criterion taking into account the maximum number of the Beneficiaries established by the Organizer. That is, those who have reserved the biggest number of Special Shares will be ranked as high as possible in the ranking. If two and more Participants have booked the same number of Special Shares, they will be divided according to the date on which the Special Shares were booked. Therefore, if a Participant has booked at an earlier date than another, he will be preferred to the one who later booked. All this in order to respect the principle of *first-come-first-served*.

2.2 Second phase

During this phase, several conditions must be met both by qualified Participants and by the Company. Some of these conditions will be fulfilled at the same time or gradually / successively, depending on the applicable legal requirements.

At least the following conditions must be met in order to complete this Campaign-Implementation stage by the Company:

- completion of all the stages/requirements provided by law in order to change the structure of the Company share capital, in order to create the class of the non-voting shares that will be granted to the Beneficiaries;
- preparation and drafting of all applicable legal documents in order to acquire the status of shareholders within
 the Company and adherence to the existing documents of the Company by the Beneficiaries (e.g. subscription
 agreement; articles of association, shareholders agreement, etc.).

In order to acquire the shareholder status, each of the Beneficiaries will have to go through another procedure, which is based on the observance of the applicable legal conditions in case of acquiring the status of shareholder within the Company.

In this regard, each Beneficiaries will have to go at least through:

- limited know your customer (KYC) procedure, developed by the Company in order to confirm the identity of the Beneficiary;
- making the payment of the cash part of the contribution to the Company's share capital, under the conditions provided by law, by this Campaign T&C and those established by the Company (e.g. value, term, currency, etc.);
- signing and assuming all the documentation related to the shareholder status acquisition.

III. OTHER PROVISIONS

This Special Shares, if issued for allocation, shall be dedicated exclusively to the Beneficiaries entitled as per the Campaign T&C (as further amended and supplimented) and are planned to have the following characteristics:

- will be a special class of shares, of ordinary non-voting shares, meaning that the entitled owner (as per the law)
 will be entitled to a portion of the Holding Company's capital, but will not able to take part in its general meetings of the shareholders of the Company;
- the entitled owner of the Special Shares will enjoy right to dividend, being entitled to reap the benefits to be distributed by the Company (as per applicable legal and corporate provisions);
- each Special Shares will have, irrevocably "attached" to it, a lock-up period of 1 (one) year, during which the rightful owner will not be able to sell/transfer and/or dispose in any way of their Special Shares;
- anytime after the expiration of the 1-year lock-up period, the entitled owner will be entitled to sell/transfer her/his Special Shares exclusively back to the Holding Company, in exchange for a price that will be covered exclusively in Drops equivalent, with forecasted +25% premium;
- the provisions of the Articles of Association of the Holding Company and of other corporate documents indicated shall be applicable to the entitled owners of Special Shares in all relevant aspects, as provided therein (e.g. preemption/preference rights over any and all Specific Shares, if any / all entitled owners who have acquired the Special Shares as per the Campaign intend to sell them, in favour of the Holding Company / as indicated in the Articles of Association).

IV. IMPORTANT NOTICE

Being part of and supporting a growth-oriented business can be very rewarding, but it involves a number of risks and challenges that any Drops Member/Participant/Beneficiary ("you") should be aware of, acknowledge them and their possibility to occur, including the following:

Loss of contribution. In all types of business the risk of losing contributions persists, regardless of their type - money, work, expectations, of all participants involved, especially in the case of businesses that have challenging expansion and growth-oriented plans.

Rarity of Dividends. Growth-oriented businesses must support and finance their expansion plans, which means that the positive results of an active business must be allocated to support their expansion plans. Thus, even if the business is successful, it may not be possible to reap the fruits of success immediately, or this can take undetermined periods of time (e.g. several months, years).

Dilution. Any contribution you make to a business, regardless of its nature, is likely to be diluted, due to the continuing need to contribute to building a successful business. This means that even if at some point a participant contribution is essential, it loses out its relevance when the business grows and additional contributions are needed. Therefore, when the business considers that new contributions are needed, at a later date, the value of the contribution made by the participant may be diluted.

Limited liquidity. As per the rules of the Campaign, Special Shares CANNOT be sold/transferred in any way (for free or against consideration) to third parties (including to other participants/successors). Special rights of the Holding Company and/or other terms as per the relevant corporate documents can also be applicable.

Other special legislation (e.g. consumer protection legislation crowdfunding legislation, etc.) is not applicable to the Campaign, if not specifically indicated in the Campaign documentation. Nevertheless, legal provisions/banking documentation may apply for the effective share subscription steps and further to becoming entitled owners of the Special Shares.

V. OTHER MATTERS BUT ALSO IMPORTANT

In addition to all the matters, the ones included in this section should not be neglected.

Processing of personal data. The processing of personal data shall take place in accordance with the YourDrops Privacy Policy in force.

Non-denigration. The Drops Members/Participant/Beneficiary/entitled owner undertakes not to use this document and/or any tems of the Campaign to disparage /denigrate (including the Organizer/any EshopWedrop company / any company/party involved in the Campaign (including any of its representatives/shareholders)/ any other Drops Member/Participant/Beneficiary/entitled owner.

Governing Law. These Terms and Conditions shall be governed by and construed in accordance with laws of England and Wales. Specific terms of the Implementation Phase (including the completion of all subscription-shares formalities) may be subject to the law of the Holding Company – if and to the extent indicated in the specific terms of the Implementation Phase.

Jurisdiction. The Participant/the Beneficiary/entitled owner and Organizer shall endeavor to amicably settle any dispute arising out of these Campaign T&C. Any dispute which cannot be resolved amicably shall be submitted to the exclusive jurisdiction of the courts of England and Wales. Specific terms of the Campaign-Implementation Stage (including the completion of all subscription-shares formalities) may be subject to the law of the Holding Company to be applicable also for the jurisdiction – if and to the extent indicated in the specific terms of the Implementation Phase.

Acknowledgment. By enrolling in the Campaign, the Member/Participant represents and warrants that he / she has read all Campaign T&C and fully, unconditionally and without reservation accepts terms, respectively that he has been informed and understands all terms of the YourDrops Privacy Policy.

If there is any dissatisfaction or inconvenience regarding the Campaign, they must be notified in writing at info@eshopwedrop-group.com, or by post at the EshopWedrop's and Holding Company's registered office, no later than 15 days after the matter arises. The Organizer shall address it diligently, in accordance with relevant applicable rules, and an answer is planned to be given within 30 days, by email address registered in the Account. Should more time be needed, the response shall indicate that.

Please follow-up constantly on the relevant EshopWedrop websites.

DEFINITIONS

(all words used with capital letters and which are not specifically defined under these Campaign T&C, shall have the meaning assigned to them under any other EshopWedrop Terms and Conditions)

Beneficiary Drops/Reward Drops	means the Participant who meets all the conditions established by the Company for the Campaign-implementation stage and who meets the criteria established by the Company to become a shareholder within the Holding Company; if completion of necessary requirements for Special Shares effective subscription is reached, including from legislation and regulatory/corporate perspective, the Beneficiary may become the entitled owner of those Special Share(s); points awarded and earned by Drops Members under the Drops Rewards Programme (being called Reward Drops within the Drops Rewards Programme);
	Every time the Campaign T&C refers to "Drops", they refer exclusively to Reward Drops;
Drops Member	means the Member of the Drops Rewards Programme;
Drops Reward Programme	means loyalty reward programme designed, operated and owned by EshopWedrop, by which EshopWedrop offers rewards/benefits to EshopWedrop Customers; which will also be called the "Drops Programe";
EshopWedrop Group	means all registered and authorized legal entities to carry out the activity of providing EshopWedrop services/business;
Holding Company	The Holding Company Group company designated to conduct the Campaign-Implementation stage and issue the Special Shares, if the case.
Organizer	means any of the EshopWedrop Franchisor and the Holding Company; where only EshopWedrop Franchisor is meant to be addressed, the term Company or EshopWedrop shall be, as a rule, used herein; where only the Holding Company is meant to be addressed, the term the Holding Compant shall be, as a rule, used herein;
Participant	means Drops Member who successfully enroled in the Yourdrops Loyalty Campaign, as per the terms herein;
Pound (£)	the standard unit of money used in the UK; each time it is mentioned "pound" or "£"; it will be implied that it can be the equivalent in any other currency - e.g: USD, EUR;
Special Shares	means ordinary non-voting shares explored to by the Holding Company as per the terms herin;