

International Endeavors Corporation

Unit 2, Level 6,
Westin Centre,
26 Hung To Road,
Kwun Tong, Hong Kong
888-493-8028
ir@modulinktech.com

Quarterly Report

For the period ending March 31, 2025 (the “Reporting Period”)

Outstanding Shares

The number of shares outstanding of our Common Stock was:

1,613,221,854 as of March 31st, 2025 (*Current Reporting Period Date or More Recent Date*)

1,613,221,854 as of December 31st, 2024 (*Most Recent Completed Fiscal Year End*)

Shell Status

Indicate by check mark whether the company is a shell company (as defined in Rule 405 of the Securities Act of 1933, Rule 12b-2 of the Exchange Act of 1934 and Rule 15c2-11 of the Exchange Act of 1934):

Yes: ☐ No: ☒

Indicate by check mark whether the company’s shell status has changed since the previous reporting period:

Yes: ☐ No: ☒

Change in Control

Indicate by check mark whether a Change in Control⁴ of the company has occurred during this reporting period:

Yes: ☒ No: ☐

⁴ “Change in Control” shall mean any events resulting in:

- (i) Any “person” (as such term is used in Sections 13(d) and 14(d) of the Exchange Act) becoming the “beneficial owner” (as defined in Rule 13d-3 of the Exchange Act), directly or indirectly, of securities of the Company representing fifty percent (50%) or more of the total voting power represented by the Company’s then outstanding voting securities;
- (ii) The consummation of the sale or disposition by the Company of all or substantially all of the Company’s assets;
- (iii) A change in the composition of the Board occurring within a two (2)-year period, as a result of which fewer than a majority of the directors are directors immediately prior to such change; or
- (iv) The consummation of a merger or consolidation of the Company with any other corporation, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or its parent) at least fifty percent (50%) of the total voting power represented by the voting securities of the Company or such surviving entity or its parent outstanding immediately after such merger or consolidation.

1) Name and address(es) of the issuer and its predecessors (if any)

In answering this item, provide the current name of the issuer and names used by predecessor entities, along with the dates of the name changes.

International Endeavors Corporation

Current State and Date of Incorporation or Registration: Nevada – May 7, 2014

Standing in this jurisdiction: (e.g. active, default, inactive): Active

Prior Incorporation Information for the issuer and any predecessors during the past five years:

NONE

Describe any trading suspension or halt orders issued by the SEC or FINRA concerning the issuer or its predecessors since inception:

NONE

List any stock split, dividend, recapitalization, merger, acquisition, spin-off, or reorganization either currently anticipated or that occurred within the past 12 months:

NONE

Address of the issuer's principal executive office:

Unit 2, Level 6,
Westin Centre,
26 Hung To Road,
Kwun Tong, Hong Kong

Address of the issuer's principal place of business:

Check if principal executive office and principal place of business are the same address:

Has the issuer or any of its predecessors been in bankruptcy, receivership, or any similar proceeding in the past five years?

No: ☒ Yes: ☐ If Yes, provide additional details below:

N/A

2) Security Information

Transfer Agent

Name: VStock Transfer
Phone: 212-828-8436
Email: action@vstocktransfer.com
Address: 18 Lafayette Place, Woodmere NY 11598

Publicly Quoted or Traded Securities:

The goal of this section is to provide a clear understanding of the share information for its publicly quoted or traded equity securities. Use the fields below to provide the information, as applicable, for all outstanding classes of securities that are publicly traded/quoted.

Trading symbol:	<u>IDVV</u>	
Exact title and class of securities outstanding:	<u>COMMON</u>	
CUSIP:	<u>459445102</u>	
Par or stated value:	<u>\$.001</u>	
Total shares authorized:	<u>4,000,000,000</u>	<u>as of date: March 31st 2025</u>
Total shares outstanding:	<u>1,613,221,854</u>	<u>as of date: March 31st 2025</u>
Total number of shareholders of record:	<u>49</u>	<u>as of date: March 31st 2025</u>

Please provide the above-referenced information for all other publicly quoted or traded securities of the issuer.

Other classes of authorized or outstanding equity securities that do not have a trading symbol:

The goal of this section is to provide a clear understanding of the share information for its other classes of authorized or outstanding equity securities (e.g., preferred shares that do not have a trading symbol). Use the fields below to provide the information, as applicable, for all other authorized or outstanding equity securities.

Exact title and class of the security:	<u>Series A</u> Convertible Preferred
Par or stated value:	<u>\$.001</u>
Total shares authorized:	<u>500,000</u> as of date: <u>March 31st 2025</u>
Total shares outstanding:	<u>200,000</u> as of date: <u>March 31st 2025</u>
Total number of shareholders of record:	<u>1</u> as of date: <u>March 31st 2025</u>

Please provide the above-referenced information for all other classes of authorized or outstanding equity securities.

Security Description:

The goal of this section is to provide a clear understanding of the material rights and privileges of the securities issued by the company. Please provide the below information for each class of the company's equity securities, as applicable:

1. For common equity, describe any dividend, voting and preemption rights.

Common stock has voting rights of 1:1.

2. For preferred stock, describe the dividend, voting, conversion, and liquidation rights as well as redemption or sinking fund provisions.

Series A Convertible Preferred Stock has voting and conversion rights of 1:20,000.

3. Describe any other material rights of common or preferred stockholders.

NONE

4. Describe any material modifications to rights of holders of the company's securities that have occurred over the reporting period covered by this report.

NONE

3) Issuance History

The goal of this section is to provide disclosure with respect to each event that resulted in any changes to the total shares outstanding of any class of the issuer's securities in the past two completed fiscal years and any subsequent interim period.

Disclosure under this item shall include, in chronological order, all offerings and issuances of securities, including debt convertible into equity securities, whether private or public, and all shares, or any other securities or options to acquire such securities, issued for services. Using the tabular format below, please describe these events.

A. Changes to the Number of Outstanding Shares for the two most recently completed fiscal years and any subsequent period.

Indicate by check mark whether there were any changes to the number of outstanding shares within the past two completed fiscal years:

No: ☐ Yes: ☒ (If yes, you must complete the table below)

Shares Outstanding <u>Opening Balance</u> : Date <u>1-1-2023</u> Common: <u>928,221,854</u> Preferred: <u>0</u>			*Right-click the rows below and select "Insert" to add rows as needed.						
Date of Transaction	Transaction type (e.g., new issuance, cancellation, shares returned to treasury)	Number of Shares Issued (or cancelled)	Class of Securities	Value of shares issued (\$/per share) at Issuance	Were the shares issued at a discount to market price at the time of issuance? (Yes/No)	Individual/ Entity Shares were issued to. ***You must disclose the control person(s) for any entities listed.	Reason for share issuance (e.g. for cash or debt conversion) - OR- Nature of Services Provided	Restricted or Unrestricted as of this filing.	Exemption or Registration Type.
<u>6-7-2023</u>	<u>New Issue</u>	<u>70,000,000</u>	<u>Common</u>	<u>.001</u>	<u>Yes</u>	<u>Andrew Williams</u>	<u>Services Rendered</u>	<u>U</u>	<u>4(a)(2)</u>
<u>10-30-2023</u>	<u>New Issue</u>	<u>156,457,000</u>	<u>Common</u>	<u>.001</u>	<u>Yes</u>	<u>MCR Enterprises</u> <u>CP- Maria Valdez</u>	<u>Services Rendered</u>	<u>R</u>	<u>4(a)(2)</u>
<u>10-30-2023</u>	<u>New Issue</u>	<u>150,000,000</u>	<u>Common</u>	<u>.001</u>	<u>Yes</u>	<u>Raymond Valdez</u>	<u>Services Rendered</u>	<u>R</u>	<u>4(a)(2)</u>
<u>10-30-2023</u>	<u>New Issue</u>	<u>95,000,000</u>	<u>Common</u>	<u>.001</u>	<u>Yes</u>	<u>Green Brook Inc</u> <u>CP- Tanielle Wilson</u>	<u>Debt Conversion</u>	<u>U</u>	<u>4(a)(2)</u>
<u>11-13-2023</u>	<u>New Issue</u>	<u>120,000,000</u>	<u>Common</u>	<u>.001</u>	<u>Yes</u>	<u>MMT Inc</u> <u>CP – Joseph Lewis</u>	<u>Debt Conversion</u>	<u>U</u>	<u>4(a)(2)</u>
<u>11-28-2023</u>	<u>New Issue</u>	<u>100,000,000</u>	<u>Common</u>	<u>.001</u>	<u>Yes</u>	<u>Tala Media Corp</u> <u>CP- Hannah Grabowski</u>	<u>Debt Conversion</u>	<u>U</u>	<u>4(a)(2)</u>
<u>12-15-2023</u>	<u>New Issue</u>	<u>100,000,000</u>	<u>Common</u>	<u>.001</u>	<u>Yes</u>	<u>Modinero Inc</u> <u>CP- Tanielle Wilson</u>	<u>Debt Conversion</u>	<u>U</u>	<u>4(a)(2)</u>
<u>12-18-2023</u>	<u>New Issue</u>	<u>50,000,000</u>	<u>Common</u>	<u>.001</u>	<u>Yes</u>	<u>Jack McNutt</u>	<u>Services Rendered</u>	<u>R</u>	<u>4(a)(2)</u>
<u>12-18-2023</u>	<u>New Issue</u>	<u>200,000</u>	<u>Series A Convertible Preferred</u>	<u>.001</u>	<u>N/A</u>	<u>Raymond Valdez (Note 1)</u>	<u>Services Rendered</u>	<u>R</u>	<u>4(a)(2)</u>
<u>01-07-2024</u>	<u>Cancel</u>	<u>400,000,000</u>	<u>Common</u>	<u>.001</u>	<u>N/A</u>	<u>Mary Davis</u>	<u>Reduce Outstanding</u>	<u>R</u>	<u>4(a)(2)</u>
<u>07-12-2024</u>	<u>New Issue</u>	<u>120,000,000</u>	<u>Common</u>	<u>.001</u>	<u>Yes</u>	<u>Listen LLC</u> <u>CP-Jeff Phillips</u>	<u>Debt Conversion</u>	<u>U</u>	<u>4(a)(2)</u>
<u>07-23-2024</u>	<u>New Issue</u>	<u>140,000,000</u>	<u>Common</u>	<u>.001</u>	<u>Yes</u>	<u>Mark Andrews</u>	<u>Services Rendered</u>	<u>U</u>	<u>4(a)(2)</u>
<u>07-31-2024</u>	<u>Cancel</u>	<u>156,457,000</u>	<u>Common</u>	<u>.001</u>	<u>N/A</u>	<u>MCR Enterprises</u> <u>CP-Maria Valdez</u>	<u>Reduce Outstanding</u>	<u>R</u>	<u>4(a)(2)</u>

<u>10-15-2024</u>	<u>New Issue</u>	<u>140,000,000</u>	<u>Common</u>	<u>.001</u>	<u>N/A</u>	<u>Bearcreek Resources</u> <u>CP-Gabe Grabowski</u>	<u>Debt Conversion</u>	<u>U</u>	<u>4(a)(2)</u>
<u>02-10-2025</u>	<u>Transfer</u>	<u>200,000</u>	<u>Series A Convertible Preferred</u>	<u>.001</u>	<u>N/A</u>	<u>ModuLink Inc. (Note 2)</u>	<u>Change of Control</u>	<u>R</u>	<u>4(a)(2)</u>
Shares Outstanding on Date of This Report:									
<u>Ending Balance:</u>									
Date <u>03-31-2025</u> Common: <u>1,613,221,854</u> Preferred: <u>200,000</u>									

Example: A company with a fiscal year end of December 31st 2024, in addressing this item for its Annual Report, would include any events that resulted in changes to any class of its outstanding shares from the period beginning on January 1, 2023 through December 31, 2024 pursuant to the tabular format above.

Any additional material details, including footnotes to the table are below:

Note 1

On December 18, 2023, Raymond Valdez was issued 200,000 shares of Preferred A shares. In the Annual Report for the year ended December 31, 2023, and the Quarterly Reports for subsequent periods, the Company reported that these 200,000 Preferred A shares were issued to Mary Davis. The Company clarifies that no Preferred A shares were ever issued to Mary Davis and confirms that the Board of Directors authorized the issuance of this control block of securities to Raymond Valdez in consideration for services rendered.

Note 2

Change in Control

On January 22, 2025, Raymond Valdez, the sole executive officer and director entered into the Stock Purchase Agreement, pursuant to which Mr. Valdez agreed to sell (the “Sale”) to ModuLink Inc., a British Virgin Islands corporation (“ModuLink”), and Zenith (Hong Kong) Engineering Limited, a Hong Kong corporation (“Zenith (HK)”), 200,000 shares of Preferred A shares, representing all of the issued and outstanding shares of Preferred A, and the transfer of certain promissory notes of the Company held by third parties, in an aggregate consideration of Two Hundred Eighty Thousand Dollars (\$280,000). Each holder of Preferred A shares is entitled to vote together with holders of the common stock with each one Preferred A share voting as twenty thousand shares of common stock. Similarly, each one share of Preferred A is convertible into twenty thousand shares of common stock. The Sale consummated on February 10, 2025.

The foregoing description of the Stock Purchase Agreement is qualified in its entirety by reference to the Stock Purchase Agreement, which is filed as Exhibit 1 and incorporated herein by reference.

B. Convertible Debt

The following is a complete list of the Company's Convertible Debt which includes all promissory notes, convertible notes, convertible debentures, or any other debt instruments convertible into a class of the issuer's equity securities. The table includes all issued or outstanding convertible debt at any time during the last complete fiscal year and any interim period between the last fiscal year end and the date of this Certification.

☐ Check this box to confirm the Company had no Convertible Debt issued or outstanding at any point during this period.

Date of Note Issuance	Principal Amount at Issuance (\$)	Outstanding Balance (\$) (include accrued interest)	Maturity Date	Conversion Terms (e.g., pricing mechanism for determining conversion of instrument to shares)	# Shares Converted to Date	# of Potential Shares to be Issued Upon Conversion ⁵	Name of Noteholder (entities must have individual with voting / investment control disclosed).	Reason for Issuance (e.g., Loan, Services, etc.)
10-2-2017	75,000	45,511	10-2-2018	N/A	100,000,000	N/A	<u>Zenith (Hong Kong) Engineering Limited</u>	Working Capital
11-17-2019	65,000	79,038	11-17-2020	N/A	140,000,000	N/A	<u>Zenith (Hong Kong) Engineering Limited</u>	Working Capital
Total Outstanding Balance:		124,549	Total Shares:		240,000,000	N/A		

Any additional material details, including footnotes to the table are below:

On January 22, 2025, Raymond Valdez, the sole executive officer and director entered into the Stock Purchase Agreement, pursuant to which Mr. Valdez agreed to sell (the "Sale") to ModuLink Inc., a British Virgin Islands corporation ("ModuLink"), and Zenith (Hong Kong) Engineering Limited, a Hong Kong corporation ("Zenith (HK)"), 200,000 shares of Preferred A shares, representing all of the issued and outstanding shares of Preferred A, and the transfer of certain promissory notes of the Company held by third parties, in an aggregate consideration of Two Hundred Eighty Thousand Dollars (\$280,000).

Following the Stock Purchase Agreement, Zenith (HK) entered the Debt Purchase and Assignment Agreements with the former noteholders on January 30, 2025. Effective February 28, 2025, Zenith (HK) agreed to waive the conversion terms as stated in the Irrevocable Promissory Notes with the Company.

4) Issuer's Business, Products and Services

The purpose of this section is to provide a clear description of the issuer's current operations. Ensure that these descriptions are updated on the Company's Profile on www.OTCMarkets.com.

A. Summarize the issuer's business operations (If the issuer does not have current operations, state "no operations")

International Endeavors Corporation (IEC) is a technology holdings company focused on identifying, acquiring, and partnering with established companies, brands, and technologies, with a particular emphasis on the Artificial Intelligence (AI) sector. We have developed various AI-driven technologies, which we sell or license. Our current products include BOTs, automation scripts, and AI solutions for gaming.

⁵ The total number of shares that can be issued upon full conversion of the Outstanding Balance. The number should not factor any "blockers" or limitations on the percentage of outstanding shares that can be owned by the Noteholder at a particular time. For purposes of this calculation, please use the current market pricing (e.g. most recent closing price, bid, etc.) of the security if conversion is based on a variable market rate.

On March 28, 2025, the Company entered into a Share Exchange Agreement (the “Share Exchange”) with the shareholders of ModuLink Investment Limited, a British Virgin Islands limited liability company (“ModuLink BVI”), pursuant to which such shareholders agreed to exchange all their ModuLink BVI shares, constituting all of the issued and outstanding shares of ModuLink BVI, for 2,356,712,066 shares of the Company’s common stock. The Company expects to consummate this Share Exchange on or around May 1, 2025.

The foregoing description of the Share Exchange Agreement is qualified in its entirety by reference to the Share Exchange Agreement, which is filed as Exhibit 2 and incorporated herein by reference.

List any subsidiaries, parent company, or affiliated companies.

NONE

B. Describe the issuers’ principal products or services.

International Endeavors Corporation ("IEC") is a technology holdings corporation. We have developed several technologies in the Artificial Intelligence AI sector. We sell or license these products. Current products include BOTs, automation scripts, and AI for gaming.

5) Issuer’s Facilities

The goal of this section is to provide investors with a clear understanding of all assets, properties or facilities owned, used or leased by the issuer and the extent in which the facilities are utilized.

In responding to this item, please clearly describe the assets, properties or facilities of the issuer. Describe the location of office space, data centers, principal plants, and other property of the issuer and describe the condition of the properties. Specify if the assets, properties, or facilities are owned or leased and the terms of their leases. If the issuer does not have complete ownership or control of the property, describe the limitations on the ownership.

The Company’s Corporate Headquarter is located at Unit 2, Level 6, Westin Centre, 26 Hung To Road, Kwun Tong, Hong Kong. We are parties to an office service arrangement without a specified tenor at a monthly rate of \$3,270 with AY Consulting Services Company, a sole proprietorship of Au-Yeung Sai Kit, our director.

6) All Officers, Directors, and Control Persons of the Company

Using the table below, please provide information, as of the period end date of this report, regarding all officers and directors of the company, or any person that performs a similar function, regardless of the number of shares they own.

In addition, list all individuals or entities controlling 5% or more of any class of the issuer's securities.

If any insiders listed are corporate shareholders or entities, provide the name and address of the person(s) beneficially owning or controlling such corporate shareholders, or the name and contact information (City, State) of an individual representing the corporation or entity. Include Company Insiders who own any outstanding units or shares of any class of any equity security of the issuer.

The goal of this section is to provide investors with a clear understanding of the identity of all the persons or entities that are involved in managing, controlling or advising the operations, business development and disclosure of the issuer, as well as the identity of any significant or beneficial owners.

Individual Name (First, Last) or Entity Name (Include names of control person(s) if a corporate entity)	Position/Company Affiliation (ex: CEO, 5% Control person)	City and State (Include Country if outside U.S.)	Number of Shares Owned (List common, preferred, warrants and options separately)	Class of Shares Owned	Percentage of Class of Shares Owned (undiluted)
TAM, Hin Wah Anthony	Chairman of the Board	Hong Kong	200,000*	Preferred A	50%*
FU, Wah	Director and CEO	Hong Kong	200,000*	Preferred A	25%*
AU-YEUNG, Sai Kit	Director and CFO	Hong Kong	200,000*	Preferred A	25%*
WONG, Ho Man Alex	Non-Executive Director	Hong Kong	Nil	N/A	N/A
FUNG, Kwai Kin	Non-Executive Director	British Columbia, Canada	Nil	N/A	N/A
Stephen Hayden IV	5% Control Person	Fallsbrook, CA	150,006,667	Common	9.3%

*Change of Control

ModuLink Inc., a British Virgin Islands corporation ("ModuLink") is the record holder of 200,000 shares of Series A Convertible Preferred shares, representing all of the issued and outstanding shares of Series A Convertible Preferred Stock. TAM, Hin Wah Anthony, FU, Wah and AU-YEUNG, Sai Kit hold 50%, 25% and 25% of shares of ModuLink Inc., respectively. All directors were appointed on February 10, 2025.

Confirm that the information in this table matches your public company profile on www.OTCMarkets.com. If any updates are needed to your public company profile, log in to www.OTCIQ.com to update your company profile.

7) Legal/Disciplinary History

A. Identify and provide a brief explanation as to whether any of the persons or entities listed above in Section 6 have, in the past 10 years:

1. Been the subject of an indictment or conviction in a criminal proceeding or plea agreement or named as a defendant in a pending criminal proceeding (excluding minor traffic violations);

NO

2. Been the subject of the entry of an order, judgment, or decree, not subsequently reversed, suspended or vacated, by a court of competent jurisdiction that permanently or temporarily enjoined, barred, suspended or otherwise limited such person's involvement in any type of business, securities, commodities, financial- or investment-related, insurance or banking activities;

NO

3. Been the subject of a finding, disciplinary order or judgment by a court of competent jurisdiction (in a civil action), the Securities and Exchange Commission, the Commodity Futures Trading Commission, a state securities regulator of a violation of federal or state securities or commodities law, or a foreign regulatory body or court, which finding or judgment has not been reversed, suspended, or vacated;

NO

4. Named as a defendant or a respondent in a regulatory complaint or proceeding that could result in a "yes" answer to part 3 above; or

NO

5. Been the subject of an order by a self-regulatory organization that permanently or temporarily barred, suspended, or otherwise limited such person's involvement in any type of business or securities activities.

NO

6. Been the subject of a U.S Postal Service false representation order, or a temporary restraining order, or preliminary injunction with respect to conduct alleged to have violated the false representation statute that applies to U.S mail.

NO

B. Describe briefly any material pending legal proceedings, other than ordinary routine litigation incidental to the business, to which the issuer or any of its subsidiaries is a party to or of which any of their property is the subject. Include the name of the court or agency in which the proceedings are pending, the date instituted, the principal parties thereto, a description of the factual basis alleged to underlie the proceeding and the relief sought. Include similar information as to any such proceedings known to be contemplated by governmental authorities.

N/A

8) Third Party Service Providers

Provide the name, address, telephone number and email address of each of the following outside providers. You may add additional space as needed.

Confirm that the information in this table matches your public company profile on www.OTCMarkets.com. If any updates are needed to your public company profile, update your company profile.

Securities Counsel

Name: Chen-Drake Law
Address 1: 1441 New Highway 96 West Suite 2,
Address 2: #123, Franklin, Tennessee 37064
Phone: (310) 358-0104
Email: jchendrake@gmail.com

Accountant or Auditor

Name: _____
Firm: _____
Address 1: _____
Address 2: _____
Phone: _____
Email: _____

Investor Relations

Name: _____
Firm: _____
Address 1: _____
Address 2: _____
Phone: _____
Email: _____

All other means of Investor Communication:

X (Twitter): _____
Discord: _____
LinkedIn: _____
Facebook: _____
[Other]: _____

Other Service Providers

Provide the name of any other service provider(s) that **that assisted, advised, prepared, or provided information with respect to this disclosure statement**. This includes counsel, broker-dealer(s), advisor(s), consultant(s) or any entity/individual that provided assistance or services to the issuer during the reporting period.

Name: _____
Firm: _____
Nature of Services: _____
Address 1: _____
Address 2: _____
Phone: _____
Email: _____

9) Disclosure & Financial Information

A. This Disclosure Statement was prepared by (name of individual):

Name: **FU, Wah**
Title: **CEO**
Relationship to Issuer: **CEO**

B. The following financial statements were prepared in accordance with:

☐ IFRS
☒ U.S. GAAP

C. The following financial statements were prepared by (name of individual):

Name: **AU-YEUNG, Sai Kit**
Title: **CFO**
Relationship to Issuer: **CFO**

Describe the qualifications of the person or persons who prepared the financial statements:⁶ AU-YEUNG, Sai Kit is a qualified accountant in Hong Kong, Australia and Singapore.

Provide the following qualifying financial statements:

- Audit letter, if audited;
- Balance Sheet;
- Statement of Income;
- Statement of Cash Flows;
- Statement of Retained Earnings (Statement of Changes in Stockholders' Equity)
- Financial Notes

Financial Statement Requirements:

- Financial statements must be published together with this disclosure statement as one document.
- Financial statements must be “machine readable”. Do not publish images/scans of financial statements.
- Financial statements must be presented with comparative financials against the prior FYE or period, as applicable.
- Financial statements must be prepared in accordance with U.S. GAAP or International Financial Reporting Standards (IFRS) but are not required to be audited.

⁶ The financial statements requested pursuant to this item must be prepared in accordance with US GAAP or IFRS and by persons with sufficient financial skills.

PART I. – FINANCIAL INFORMATION

FINANCIAL STATEMENTS INTERNATIONAL ENDEAVORS CORPORATION TABLE OF CONTENTS

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INTERNATIONAL ENDEAVORS CORPORATION
BALANCE SHEETS

	March 31, 2025	December 31, 2024
Assets		
Current Assets		
Cash	\$ -	\$ 7,812
Accounts Receivable	486,068	486,068
Total Current Assets	<u>486,068</u>	<u>493,880</u>
Fixed Asset		
Acquisitions	250,000	250,000
Total Fixed Assets	<u>250,000</u>	<u>250,000</u>
Other Assets		
Deferred Revenue Contract	100,000	100,000
Goodwill	47,500	47,500
Total Other Assets	<u>147,500</u>	<u>147,500</u>
Total Assets	<u>\$ 883,568</u>	<u>\$ 891,380</u>
Liabilities and Stockholders' Equity (Deficit)		
Notes Payable	\$ 124,549	\$ 122,124
Amount due to a related party	7,401	-
Total Current Liabilities	<u>131,950</u>	<u>122,124</u>
Total Liabilities	<u>131,950</u>	<u>122,124</u>
Common stock \$0.001 par value 4,000,000,000 shares authorized		
Shares issued March 31, 2025: 1,613,221,854		
Shares issued: December 31, 2024: 1,613,221,854	1,613,222	1,613,222
Additional Paid in Capital	846,356	846,356
Series A Convertible Preferred Shares \$0.001 par value 500,000 shares authorized.		
Shares issued: March 31, 2025 and December 31, 2024: 200,000	200	200
Accumulated Earnings (Deficit)	(1,708,160)	(1,690,522)
Total Stockholders' Equity (Deficit)	<u>751,618</u>	<u>769,256</u>
Total Liabilities and Stockholders' Equity (Deficit)	<u>\$ 883,568</u>	<u>\$ 891,380</u>

See accompanying Notes to Financial Statements

INTERNATIONAL ENDEAVORS CORPORATION
STATEMENTS OF OPERATIONS

	For the Three Months Ended March 31, 2025	For the Three Months Ended March 31, 2024
Revenue		
Income-Sales	\$ -	\$ 35,825
Total Revenue	-	35,825
Cost of Goods Sold	-	25,000
Gross Profit	-	10,825
Operating Expenses		
Consulting	8,755	17,558
General and Administrative	6,458	3,500
Total Operating Expenses	15,213	21,058
Operating Loss	(15,213)	(10,233)
Other Expense		
Interest	2,425	19,600
Total Other Expense	2,425	19,600
Loss before income tax	(17,638)	(29,833)
Provision for Income Tax	-	-
Net Loss	\$ (17,638)	\$ (29,833)
Basic and Diluted earnings per shares on net loss	\$ (0.00)	\$ (0.00)
Basic and diluted weighted average shares used in the calculation of net loss per common share	1,613,221,854	1,473,656,327

See accompanying Notes to Financial Statements

INTERNATIONAL ENDEAVORS INCORPORATION
STATEMENT OF CHANGES IN SHAREHOLDERS' EQUITY (DEFICIT)

	Common Shares Issued	Amount	Series A Convertible Preferred Shares Issued	Amount	Additional Paid-in Capital	Accumulated Earnings (Deficit)	Total
Balance January 1, 2023	928,221,854	\$ 928,222	-	\$ -	\$ 860,923	\$ (1,486,077)	\$ 303,068
Stock issuances	841,457,000	841,457	200,000	200	(14,567)	-	827,090
Net Loss	-	-	-	-	-	(308,931)	(308,931)
Balance December 31, 2023	1,769,678,854	\$ 1,769,679	200,000	\$ 200	\$ 846,356	\$ (1,795,008)	\$ 821,227
Treasury Stock returned and cancelled	(400,000,000)	(400,000)	-	-	-	400,000	-
Stock issuances	400,000,000	400,000	-	-	-	-	400,000
Stock re- purchase	(156,457,000)	(156,457)	-	-	-	-	(156,457)
Net Loss	-	-	-	-	-	(295,514)	(295,514)
Balance December 31, 2024	<u>1,613,221,854</u>	<u>\$ 1,613,222</u>	<u>200,000</u>	<u>\$ 200</u>	<u>\$ 846,356</u>	<u>\$ (1,690,522)</u>	<u>\$ 769,256</u>
Balance January 1, 2025	1,613,221,854	\$ 1,613,222	200,000	\$ 200	\$ 846,356	\$ (1,690,522)	\$ 769,256
Net Loss	-	-	-	-	-	(17,638)	(17,638)
Balance March 31, 2025	<u>1,613,221,854</u>	<u>\$ 1,613,222</u>	<u>200,000</u>	<u>\$ 200</u>	<u>\$ 846,356</u>	<u>\$ (1,708,160)</u>	<u>\$ (751,618)</u>

See accompanying Notes to Financial Statements

INTERNATIONAL ENDEAVORS CORPORATED
STATEMENTS OF CASH FLOW

	For the Three Months Ended March 31, 2025	For the Three Months Ended March 31, 2024
Net Loss	\$ (17,638)	\$ (29,833)
Cash Flows from Operating Activities		
Accrued interest	2,425	19,600
Amount due to a related party	7,401	-
Net Cash Used in Operating Activities	(7,812)	(10,233)
Decrease in Cash and Cash Equivalents	(7,812)	(10,233)
Cash and Cash Equivalents at Beginning of Period	7,812	37,064
Cash and Cash Equivalents at End of Period	\$ -	\$ 26,831

See accompanying Notes to Financial Statements

INTERNATIONAL ENDEAVORS CORPORATION
NOTES TO THE FINANCIAL STATEMENTS

Note 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A summary of the significant accounting policies applied in the preparation of the accompanying financial statements follows.

Business and basis of presentation

International Endeavors Corporation. ("IEC") was incorporated under the laws of the State of Nevada on May 7, 2014.

International Endeavors Corporation (IEC) is a technology holdings company focused on identifying, acquiring, and partnering with established companies, brands, and technologies, with a particular emphasis on the Artificial Intelligence (AI) sector. We have developed various AI-driven technologies, which we sell or license. Our current products include BOTs, automation scripts, and AI solutions for gaming.

The Company is in the development stage as defined under Statement on Financial Accounting Standards Accounting Standards Codification FASB ASC 915-205 "Development-Stage Entities."

Basis of presentation

The accompanying financial statements have been prepared in accordance with generally accepted accounting principles in the United States of America, and pursuant to the rules and regulations of the Securities and Exchange Commission (the "SEC") and reflect all adjustments, consisting of normal recurring adjustments, which management believes are necessary to fairly present the financial position, results of operations and cash flows of the Company as of the three months ended March 31, 2025 and the year ended December 31, 2024.

The Company maintains a cash balance in a non-interest-bearing account that currently does not exceed federally insured limits. for the purpose of the statements of cash flows, all highly liquid investments with an original maturity of three months or less, are considered to be cash equivalents. There were no cash equivalents as of March 31, 2025 and December 31, 2024.

Accounts receivable

Trade receivables are carried at original invoice amount. We recognize revenue from sales or services rendered when the following four criteria are met: persuasive evidence of an arrangement exists, delivery has occurred or services have been rendered, the selling price is fixed or determinable, and collectability is reasonably assured. Receivables past due for more than 120 days are considered delinquent. Management determines uncollectible accounts by regularly evaluating individual customer receivables and considering a customer's financial condition, credit history, and current economic conditions and by using historical experience applied to an aging of accounts. Recoveries of trade receivables previously written off are recorded when received. As at December 31, 2024, management has determined that the appropriate allowance for doubtful accounts is \$250,000. No additional provision was made during the period of March 31, 2025. The recoverability of outstanding receivables will continue to be monitored regularly, and adjustments to the allowance will be made as necessary.

Notes payable

Notes payable are recorded at their principal amount, adjusted for accrued interest. The Company's outstanding notes payable are unsecured, not supported by any collateral, and are payable upon demand by the Noteholder. Interest is accrued on the outstanding balance at the stated annual interest rate. Accrued interest is recorded as a liability and recognized as interest expense in the income statement.

For reporting purposes, notes payable due within 12 months are classified as current liabilities, while those with maturities beyond 12 months are classified as noncurrent liabilities. As of March 31, 2025, the total outstanding balance of notes payable, including accrued interest, is \$124,549. Management has reviewed the obligations and determined that no additional adjustments are necessary.

Fair value of financial instruments and derivative financial instruments

We have adopted Accounting Standards Codification regarding Disclosure About Derivative Financial Instruments and Fair Value of Financial Instruments. The carrying amounts of cash, accounts payable, accrued expenses, and other current liabilities approximate fair value because of the short maturity of these items. These fair value estimates are subjective in nature and involve uncertainties and matters of significant judgment, and, therefore, cannot be determined with precision. Changes in assumptions could significantly affect these estimates. We do not hold or issue financial instruments for trading purposes, nor do we utilize derivative instruments in the management of foreign exchange, commodity price or interest rate market risks.

Federal income taxes

Deferred income taxes are reported for timing differences between items of income or expense reported in the financial statements and those reported for income tax purposes in accordance with Accounting Standards Codification regarding Accounting for Income Taxes, which requires the use of the asset/liability method of accounting for income taxes. Deferred income taxes and tax benefits are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases, and for tax loss and credit carryforwards. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. Deferred taxes are provided for the estimated future tax effects attributable to temporary differences and carryforwards when realization is more likely than not.

Net income per share of common stock

We have adopted Accounting Standards Codification regarding Earnings per Share, which requires presentation of basic and diluted EPS on the face of the income statement for all entities with complex capital structures and requires a reconciliation of the numerator and denominator of the basic EPS computation to the numerator and denominator of the diluted EPS computation. In the accompanying financial statements, basic earnings per share of common stock is computed by dividing net income by the weighted average number of shares of common stock outstanding during the period. We do not have a complex capital structure requiring the computation of diluted earnings per share.

Internal website development costs

Under ASC350-50, *Website Development Costs*, costs and expenses incurred during the planning and operating stages of the Company's website are expensed as incurred. Under ASC 350-50, costs incurred in the website application and infrastructure development stages are capitalized by the Company and amortized to expense over the website's estimated useful life or period of benefit. The Company's website asset was computed using a useful life of the asset of five years at December 31, 2016 the Company's web site was written off as the result of an impairment loss.

Impairment of long-lived assets

The Company evaluates the recoverability of long-lived assets and the related estimated remaining lives at each balance sheet date. The Company records an impairment or change in useful life whenever events or changes in circumstances indicate that the carrying amount may not be recoverable or the useful life has changed.

Development stage enterprise

The Company's financial statements are prepared pursuant to the provisions of Topic 26, "Accounting for Development Stage Enterprises," as it devotes substantially all of its efforts to acquiring, developing, producing and distributing media as well as marketing

commercial videos and developing APPs for distribution that will eventually provide sufficient net profits to sustain the Company's existence. Until such interests are engaged in major commercial production, the Company will continue to prepare its financial statements and related disclosures in accordance with entities in the development stage.

Revenue recognition

The Company recognizes revenue in accordance with Accounting Standards Codification No. 605, "Revenue Recognition" ("ASC-605"), ASC-605 requires that four basic criteria must be met before revenue can be recognized: (1) persuasive evidence of an arrangement exists; (2) delivery has occurred; (3) the selling price is fixed and determinable; and (4) collectability is reasonably assured. Determination of criteria (3) and (4) are based on management's judgments regarding the fixed nature of the selling prices of the products delivered and the collectability of those amounts. Provisions for discounts and rebates to customers, estimated returns and allowances, and other adjustments are provided for in the same period the related sales are recorded. The Company will defer any revenue for which the product has not been delivered or is subject to refund until such time that the Company and the customer jointly determine that the product has been delivered or no refund will be required. The Company's revenues have been generated through lease agreements for our RV property and wine tours.

The terms of these lease agreements generally consist solely of upfront payments which are refundable should the lessee choose to terminate the lease within 10 (ten) days of signing the lease agreement. After 10 (ten) days the lease payment becomes non-refundable. Revenues from leasing fees are recognized upon the client's completion of the lease agreement.

For the three months ended March 31, 2025 and 2024, all payments met the above criteria thereby allowing for the recognition of revenue for the lease arrangements upon the signing of the lease agreement and for the wine tours upon acceptance of payment for the tour. When non-refundable payments do not meet these criteria, the revenues are recognized over the expected period of performance. We periodically review for any expected period of substantial involvement under the agreements that provide for non-refundable upfront payments. If ever applicable, we will adjust the amortization periods when appropriate to reflect changes in assumptions relating to the duration of our expected involvement.

Stock based compensation

The Company recognizes stock-based compensation in accordance with ASC Topic 718 "Stock Compensation", which requires the measurement and recognition of compensation expense for all share-based payment awards made to employees and directors including employee stock options and employee stock purchases related to an Employee Stock Purchase Plan based on the estimated fair values. For non-employee stock-based compensation, we have adopted ASC Topic 505 "Equity-Based Payments to Non-Employees", which requires stock-based compensation related to non-employees to be accounted for based on the fair value of the related stock or options or the fair value of the services on the grant date, whichever is more readily determinable in accordance with ASC Topic 718.

Recently issued accounting pronouncements

In June 2014, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2014-10, "Development Stage Entities". The amendments in this update remove the definition of a development stage entity from the Master Glossary of the ASC thereby removing the financial reporting distinction between development stage entities and other reporting entities from U.S. GAAP. In addition, the amendments eliminate the requirements for development stage entities to (1) present inception-to-date information in the statements of income, cash flows, and shareholder equity, (2) label the financial statements as those of a development stage entity, (3) disclose a description of the development stage activities in which the entity is engaged, and (4) disclose in the first year in which the entity is no longer a development stage entity that in prior years it had been in the development stage. The amendments in this update are applied retrospectively. The adoption of ASU 2014-10 removed the development stage entity financial reporting requirements for the Company. As a result, the Company has elected not to present inception numbers in accordance with ASU-2014-10.

Reclassifications

Certain prior year amounts have been reclassified for comparative purposes to conform to the current-year financial statement presentation. These reclassifications had no effect on previously reported results of operations. In addition, certain prior year amounts from the restated amounts have been reclassified for consistency with the current period presentation.

Asset acquisition

In January 2017, the FASB issued ASU 2017-01, "Clarifying the Definition of a Business." ASU 2017-01 changes the definition of a business to assist entities with evaluating when a set of transferred assets and activities is a business. If substantially all of the fair value is concentrated in a single asset or a group of similar assets, the acquired set is not a business. If this is not met, the entity then evaluates whether the set meets the requirement that a business include, at a minimum, an input and a substantive process that together significantly contribute to the ability to create outputs. Determining whether a set constitutes a business is critical because the accounting for a business combination differs significantly from that of an asset acquisition. ASU 2017-01 is effective for fiscal years beginning after December 15, 2017, and interim periods within those years. ASU 2017-01 will be applied prospectively to any transactions occurring within the period of adoption. Early adoption is permitted, including for interim or annual periods in which the financial statements have not been issued or made available for issuance.

Note 2 - UNCERTAINTY, GOING CONCERN:

The Company's financial statements are prepared using generally accepted accounting principles in the United States of America applicable to a going concern which contemplates the realization of assets and liquidation of liabilities in the normal course of business. The Company has not yet established an ongoing source of revenues sufficient to cover its operating costs to allow it to continue as a going concern. As of March 31, 2025 and December 31, 2024, the Company had an accumulated deficit of \$1,708,160 and \$1,690,522, respectively. The ability of the Company to continue as a going concern is dependent on the Company obtaining adequate capital to fund operating losses until it becomes profitable. If the Company is unable to obtain adequate capital, it could be forced to cease operations.

In order to continue as a going concern, the Company will need, among other things, additional capital resources. The Company is contemplating conducting an offering of its debt or equity securities to obtain additional operating capital. The Company is dependent upon its ability, and will continue to attempt, to secure equity and/or debt financing. There are no assurances that the Company will be successful and without sufficient financing it would be unlikely for the Company to continue as a going concern.

The ability of the Company to continue as a going concern is dependent upon its ability to successfully accomplish the plans described in the preceding paragraph and eventually secure other sources of financing and attain profitable operations. These financial statements do not include any adjustments relating to the recoverability and classification of recorded asset amounts or amounts and classification of liabilities that might result from this uncertainty.

Note 3 - PROMISSORY NOTES

A summary of outstanding promissory notes as of March 31, 2025, is as follows:

Date of Note Issuance	Principal Amount at Issuance (\$)	Outstanding Balance (include accrued interest) (\$)	Maturity Date	Name of Noteholder (entities must have individual with voting / investment control disclosed).
10-2-2017	75,000	45,511	10-2-2018	<u>Zenith (Hong Kong) Engineering Limited</u>
11-17-2019	65,000	79,038	11-17-2020	<u>Zenith (Hong Kong) Engineering Limited</u>

Total Outstanding Balance 124,549

Note 4 – COMMON STOCK AND SERIES A CONVERTIBLE PREFERRED SHARES

On February 9, 2025, the authorized capital stock was increased to Four Billion Ten Million (4,010,000,000) shares, consisting of (a) Four Billion (4,000,000,000) shares of common stock, par value \$.001 per share and (b) Ten Million (10,000,000) shares of preferred stock, par value \$.001 per share, issuable in one or more series as hereinafter provided.

Common Stock

The number of authorized common stock is Four Billion (4,000,000,000) Shares. Issued and Outstanding as of March 31, 2025 and December 31, 2024 were 1,613,221,854. The shares were issued under Rule 144 of the Securities and Exchange act.

Series A Convertible Preferred Shares

The number of authorized Series A Convertible Preferred is Five Hundred Thousand (500,000) Shares. Shares Issued and Outstanding as of March 31, 2025 and December 31, 2024 were 200,000 shares. Each holder of Series A Convertible Preferred Shares is entitled to vote together with holders of the common stock with each one Series A Convertible Preferred A Share voting as twenty thousand shares of Common Stock. Similarly, each one share of Series A Convertible Preferred Share is convertible into twenty thousand shares of Common Stock.

Note 5 – INCOME TAXES

We account for income taxes in accordance with FASB ASC 740, *Income Taxes* which requires the recognition of deferred tax liabilities and assets for the expected future tax consequences of events that have been included in the financial statement or tax returns. Under this method, deferred tax liabilities and assets are determined based on the difference between financial statements and tax basis of assets and liabilities using enacted tax rates in effect for the year in which the differences are expected to reverse. Under FASB ASC 740, as at March 31, 2025 and December 31, 2024, the Company had net operating loss carry forwards of \$1,708,160 and \$1,690,522, respectively that may be available to reduce future years' taxable income in varying amounts through 2031. Future tax benefits which may arise because of these losses have not been recognized in these financial statements, as their realization is determined not likely to occur and accordingly, the Company has recorded a valuation allowance for the deferred tax asset relating to these tax loss carry-forwards.

Note 6 - SUBSEQUENT EVENTS

Management has reviewed events between March 31, 2025, to the date that the financials were issued, and determined that except as set forth below there were no significant events identified for disclosure other than the aforementioned.

On March 28, 2025, the Company entered into a Share Exchange Agreement (the “Share Exchange”) with the shareholders of ModuLink Investment Limited, a British Virgin Islands limited liability company (“ModuLink BVI”), pursuant to which such shareholders agreed to exchange all their ModuLink BVI shares, constituting all of the issued and outstanding shares of ModuLink BVI, for 2,356,712,066 shares of the Company’s common stock. The Company expects to consummate this Share Exchange on or around May 1, 2025.

The foregoing description of the Share Exchange Agreement is qualified in its entirety by reference to the Share Exchange Agreement, which is filed as Exhibit 2 and incorporated herein by reference.

10) Issuer Certification

Principal Executive Officer:

The issuer shall include certifications by the chief executive officer and chief financial officer of the issuer (or any other persons with different titles but having the same responsibilities) in each Quarterly Report or Annual Report.

The certifications shall follow the format below:

I, FU, Wah certify that:

1. I have reviewed this Disclosure Statement for International Endeavors Corporation;
2. Based on my knowledge, this disclosure statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this disclosure statement; and
3. Based on my knowledge, the financial statements, and other financial information included or incorporated by reference in this disclosure statement, fairly present in all material respects the financial condition, results of operations and cash flows of the issuer as of, and for, the periods presented in this disclosure statement.

April 28, 2025

/s/ FU, Wah

(Digital Signatures should appear as “/s/ [OFFICER NAME]”)

Principal Financial Officer:

I, AU-YEUNG, Sai Kit certify that:

1. I have reviewed this Disclosure Statement for International Endeavors Corporation;
2. Based on my knowledge, this disclosure statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this disclosure statement; and
3. Based on my knowledge, the financial statements, and other financial information included or incorporated by reference in this disclosure statement, fairly present in all material respects the financial condition, results of operations and cash flows of the issuer as of, and for, the periods presented in this disclosure statement.

April 28, 2025

/s/ AU-YEUNG, Sai Kit

(Digital Signatures should appear as “/s/ [OFFICER NAME]”)

Exhibits

Exhibit 1. Stock Purchase Agreement Stock, dated January 22, 2025, by and among International Endeavors Corporation, a Nevada corporation, Raymond Valdez, ModuLink Inc., a British Virgin Islands corporation (“ModuLink”), and Zenith (Hong Kong) Engineering Limited, a Hong Kong corporation (“Zenith”).

Exhibit 2. Share Exchange Agreement, dated March 28, 2025, by and among International Endeavor Corporation, a Nevada corporation, ModuLink Investment Limited, a British Virgin Islands limited liability company (“ModuLink BVI”), and all of the shareholders of ModuLink BVI.

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY OTHER FEDERAL OR STATE REGULATORY AUTHORITY. THE SHARES BEING SOLD HEREBY ARE SPECULATIVE AND INVOLVE A HIGH DEGREE OF RISK. THE SALE PRICE WAS DETERMINED ARBITRARILY BY THE SELLER AND BEARS NO RELATIONSHIP TO THE ASSETS, EARNINGS, BOOK VALUE, CURRENT OR FUTURE TRADING PRICE OF THE SHARES, OR ANY OTHER CRITERIA.

STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT is made and entered into this 22nd day of January, 2025, by and among INTERNATIONAL ENDEAVORS CORPORATION, a Nevada corporation (the “Company”), the Seller set forth on the signature pages hereto (the “Seller”), and the purchasers set forth on Exhibit A, attached hereto and incorporated herein (each, a “Purchaser”, and collectively, the “Purchasers”). Seller owns, or shall own on the date of the Closing Date (as defined in Section 2 below), an aggregate of 200,000 shares of the Series A Preferred Stock, par value \$0.001, of the Company, constituting all of the issued and outstanding shares of the Series A Preferred Stock of the Company. Purchasers desire to purchase from Seller, and Seller is willing to sell shares of such securities, subject to the terms and conditions contained in this Agreement. The parties hereto acknowledge and agree that all references to the Company shall include reference to WITech, a division of International Endeavors Corporation also referred to as a (“Witech”), and all references to Witech or International Endeavors Corporation individually shall solely refer to such entity.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Purchase and Sale.

1.1. Disposition of the Company Shares. In consideration of covenants and promises herein and together with the purchase price of Two Hundred Eighty Dollars (\$280,000) payable in immediately available funds in United States currency (the “Purchase Price”), Seller hereby agrees to sell to the Purchasers and the Purchasers, in reliance on the representations and warranties contained herein, and subject to the terms and conditions of this Agreement, agree to purchase from the Seller an aggregate of 200,000 shares of Series A Preferred Stock, par value \$0.001, of the Company (the “Company Shares”). Purchasers and Seller acknowledge and accept that the trading price of the Company Shares may decrease or increase subsequent to the sale of the Company Shares. Purchaser and Seller waive claims to any losses as a result of the sale of the Company Shares. The Company Shares shall equal 100% of the issued and outstanding shares of the Company’s Series A Preferred Stock.

1.2. Good Faith Deposit.

1.2.1. The parties agree that Twenty Thousand Dollars (\$20,000) of the Purchase Price shall be deemed a good faith deposit (the “Good Faith Deposit”). Subject to the terms and conditions of this Section 1.2.2, the Good Faith Deposit shall be non-refundable and retained by the Seller in the event the Closing does not occur on the Closing Date.

1.2.2. The Seller shall not be entitled to keep the Good Faith Deposit upon the occurrence of any of the following: (a) The Closing has failed to occur due to Seller’s breach of this Agreement or Seller’s failure to satisfy the terms and conditions set forth in Section 2 hereof; or (b) unless specifically waived in writing by the Purchasers, the representations and warranties of Seller set forth in this Agreement are not true as of

the date of this Agreement, as of January 25, 2025 and as of the Closing Date.

- 1.3. Disposition of Witech. The Company, the Seller and the Purchasers agree that the parties intend to transfer ownership of Witech to Seller or its designees as part of the sale of the Company shares. The Company shall have until June 30, 2025 to effectuate such transfer. Subsequent to the disposal of Witech, the Seller shall provide financial statements as of the date of disposal and any information requested by the Company relating to Witech for the purpose of financial reporting in accordance with United States generally accepted accounting principles and practices. Prior to the effective date of the transfer of Witech securities to Seller or its designees, the parties agree as follows:
 - 1.3.1. Unless the parties otherwise agree, Witech shall continue to operate its business as is normal and customary subject Purchasers reasonable approval,
 - 1.3.2. Witech shall not be entitled to issue any press releases without the prior written approval of the Purchasers;
 - 1.3.3. All assets and liabilities of Witech shall remain in Witech as is normal and customary to the business of Witech;
 - 1.3.4. None of Seller or Witech shall enter into any agreement or understanding, oral or written, purporting to bind the Company or affect any of the assets or liabilities of the Company;
 - 1.3.5. Witech shall not enter into any agreement or understanding, oral or written, without the prior written consent of Purchaser.

2. Closing.

- 2.1. Closing Date. The Closing of the purchase and sale of the Company Shares shall occur upon the satisfaction or waiver of all conditions set forth below, but no later than 5 PM EST on the February 10, , 2025, or such other date as may be determined by the parties (the "Closing Date").
- 2.2. Condition Precedent. As a condition precedent to the obligations of the Purchasers to purchase the Company Shares, the Purchasers shall have conducted a due diligence review of the Company and its books and records to its full satisfaction and shall have delivered written confirmation of the same as set forth in Section 2.3 hereof.
- 2.3. Seller/Company Deliverables: Unless waived in writing by Purchasers, the Seller and the Company shall on or prior to the Closing:
 - 2.3.1. File at its expense the Annual Report for the year ended December 31, 2024, together with the required Management Letter with OTC Markets Group by February 1, 2025;
 - 2.3.2. File at its expense the Company's federal and state tax returns attributable to the year ended December 31, 2024, by January 25, 2025;
 - 2.3.3. Files at the expense of the Purchaser that certain Amended and Restated Articles of Incorporation as may be mutually determined by the parties hereto;
 - 2.3.4. Deliver to the Purchasers the Company books and records up to the date of the Closing, unless otherwise agreed to in writing by the parties;
 - 2.3.5. Deliver to Purchasers copies of all Company Contracts by January 25, 2025;
 - 2.3.6. Written confirmation of termination of all Company Contracts and performance or payment in full of all obligations and liabilities of the Company, including without

limitation: (i) payment in full of all loans of the Company, including without limitation, those made by Seller or affiliates of the Company; (ii) payment in full of all amounts due under the Company Contracts; and (iii) payment in full of all outstanding invoices or invoices that will become outstanding as of Closing or within thirty (30) days thereafter.

- 2.3.7. Signed resignation letters of all existing officers and directors of the Company;
- 2.3.8. Executed Board consents appointing designees of the Purchasers as directors and officers of the Company;
- 2.3.9. Deliver to the Purchasers the original copy of that certain Irrevocable Promissory Note in the principal amount of \$65,000, dated November 17, 2019, issued to BearCreek Resources, a Montana corporation ("Bearcreek Note") together with that certain fully executed that certain Note Assignment Agreement by and between the Purchaser and Bearcreek Resources or its designees;
- 2.3.10. Deliver to the Purchasers the original copy of that certain Irrevocable Promissory Note in the original principal amount of \$75,000, dated October 2, 2017, issued to Tala Media Corp, a Wyoming corporation ("Tala Media Note"), together with that certain fully executed that certain Note Assignment Agreement by and between the Purchaser and Tala Media Corp or its designees;
- 2.3.11. Deliver to the Purchasers all Edgar and other codes of the Company necessary to make filings with the Securities and Exchange Commission (if applicable) and OTC Markets Group by January 25, 2025;
- 2.3.12. Deliver to the Purchasers contact information of all service providers of the Company necessary or desirable to comply with SEC rules and regulations and to maintain listing on a national securities exchange or over the counter bulletin board, which shall include without limitation, independent auditors, legal counsel, transfer agent, registered agent, market maker and edgarizer by January 25, 2025 ;
- 2.3.13. Deliver to the Purchasers written confirmation from the Company's stock transfer agent that it has received all documentation necessary to effectuate the transfer of stock certificates representing the Company Shares to the Purchasers, including the issuance of stock certificates representing the Company Shares to the Purchasers or her designee by January 25, 2025.

2.4. Purchaser Deliverables: On or prior to the Closing, the Purchasers shall deliver: (i) the Purchase Price to the Escrow Agent; and (ii) upon the satisfaction of the terms set forth in Section 2.2 hereof as determined by Purchasers in their discretion, written acknowledgement that Purchasers are satisfied with the results of their due diligence review of the Company and its books and records.

3. Resignation of Old and Appointment of New Board of Directors and Officers. The Company and the Seller shall take such corporate action(s) and make such SEC filings on Schedule 14F-1 in compliance with the Exchange Act Rules (if applicable) and as otherwise required by the Company Articles of Incorporation and/or Bylaws to duly (a) appoint the below named persons, or other persons who names shall be delivered to the Company, to their respective positions, to be effective as of the Closing Date, and (b) obtain and submit to the Purchasers, together with all required corporate action(s) the resignation of all members of the board of directors, and any and all corporate officers as of the Closing Date, all of which actions shall be certified and delivered to the Purchasers as effective at Closing by the Seller in such form and substance satisfactory to the Purchasers.

Following the execution of this Agreement and through the date of effectiveness of such resignations, no other officers or directors shall be appointed or elected to serve the Company except as otherwise expressly provided herein.

Name	Position
TAM, Hin Wah Anthony	Chairman
FU, Wah	Chief Executive Officer
AU-YEUNG, Sai Kit	Chief Financial Officer and Secretary
WONG, Ho Man Alex	Non-Executive Director
FUNG, Kwai Kin	Non-Executive Director

4. Representations and Warranties of Seller. Each of the Company and the Seller hereby severally represents and warrants to each of the following as of the date hereof and the Closing Date:

4.1. Corporate Existence and Power. The Company is a corporation duly organized and validly existing and in good standing under the laws of the jurisdiction of its incorporation or formation. The Company has the requisite corporate power and authority to carry on its business as presently conducted and as currently proposed to be conducted, to own and operate its properties and assets, to execute and deliver this Agreement, and to carry out the provisions of this Agreement. The Company is duly qualified to do business and is in good standing as a foreign company in all jurisdictions in which the nature of its activities and of its properties makes such qualification necessary, except for those jurisdictions in which failure to do so would not have a material adverse effect on the Company or its business.

4.2. Subsidiaries. Except for Witech, a division of International Endeavors Corporation also sometimes erroneously referred to as a subsidiary (“Witech”), the Company does not own or control any equity security or other interest of any other corporation, partnership, limited liability company or other business entity. None of the Company or Witech is a participant in any joint venture, partnership, limited liability company or similar arrangement. Since its inception, none of the Company or Witech has consolidated or merged with, acquired all or substantially all of the assets of, or acquired the equity securities of or any interest in any corporation, partnership, limited liability company or other business entity.

4.3. Authorization; No Contravention. The execution, delivery and performance by Seller of this Agreement and the transactions contemplated hereby (a) have been duly authorized by all necessary action of the Seller and the Company, (b) do not violate, conflict with or result in any breach or default of (or with due notice or lapse of time or both would result in any breach, default or contravention of), or the creation of any lien under, any contractual obligation of the Seller or the Company or any requirement of law applicable to the Company, and (d) do not violate any judgment, injunction, writ, award, decree or order (collectively, “Orders”) of any governmental authority against, or binding upon, the Company. There are no actions, subpoenas, suits, proceedings, claims, complaints, disputes, arbitrations or investigations (collectively, “Claims”) pending, initiated, or, to the knowledge of the Seller, threatened, at law, in equity, in arbitration or before any governmental authority against the Company.

4.4. Governmental Authorization; Third Party Consents. No consent, approval, authorization, order, registration or qualification (each, an “Authorization”) of or with any governmental authority or any other person is required for the execution, delivery or performance (including, without limitation, the sale of the Company Shares) by, or enforcement against, the Company of this Agreement or the consummation by the Company of the transactions contemplated by this Agreement, except (i) such Authorizations as have already been obtained or (ii) as otherwise

provided in this Agreement.

4.5. Capitalization.

4.5.1. The Company's authorized capital stock consists of 2,000,000,000 shares of common stock, par value \$0.001, of which 1,613,221,854 shares are issued and outstanding, and 500,000 shares of Series A Preferred Stock, par value \$0.001, of which 200,000 are issued and outstanding. All shares of Company stock are owned of record and beneficially by the shareholders in the amounts set forth in the Shareholder's list attached hereto as Exhibit B. There are no outstanding dividends, whether current or accumulated, due or payable on any of the capital stock of the Company.

4.5.2. Seller is the legal owner, and has good and marketable title (beneficially and of record) to all of the Company Shares. The Company Shares, when issued to the Purchasers pursuant to this Agreement, will be: (i) duly authorized, validly issued, and outstanding; (ii) fully paid, non-assessable, and free of preemptive rights; and (iii) free and clear of any and all pledges, claims, restrictions, charges, liens, security interests, encumbrances, or other interests of third parties of any nature whatsoever. As of the date hereof: (i) there are no outstanding options, warrants, rights, commitments, or agreements of any kind for the issuance or sale of, or outstanding securities convertible into, any additional shares of capital stock of any class of the Company; (ii) there are no voting trusts, voting agreements, proxies, or other agreements, instruments, or undertakings with respect to the voting of any Company securities to which the Company or any of its shareholders is a party; and (iii) there are no restrictions on transfer of any Company securities except for restrictions imposed by applicable laws or by the express terms of this Agreement. There are no contracts, commitments, understandings or arrangement by which the Company is bound to issue additional registered capital, share capital or other securities.

4.6. Agreements. Except for this Agreement and the Escrow Agreement (as hereinafter defined), and except as set forth on Exhibit C, there are no agreements, understandings, instruments, contracts or proposed transactions, or judgments, orders, writs or decrees, to which the Company is a party or by which it is bound. All contracts set forth on Exhibit C (the "Company Contracts") are in writing and are valid and binding and enforceable against the Company and, to the Company's knowledge, against the other parties thereto in accordance with their respective terms. The Company is not a guarantor or indemnitor of any indebtedness of any other person, party or entity. The Company has not declared or paid any dividends, or authorized or made any distribution upon or with respect to any class or series of its equity securities.

4.7. Absence of Undisclosed Liabilities. As of the dates of the Company's financial statements, the Company had no liabilities, either accrued or contingent, of a nature required to be reflected in the financial statements in accordance with generally accepted accounting principles, and whether due or to become due, which individually or in the aggregate are reasonably likely to have an adverse effect on the Company.

4.8. Absence of All Liabilities.

4.8.1. The Company has no liabilities, either accrued or contingent, whether or not of a nature required to be reflected in the financial statements in accordance with generally accepted accounting principles, and whether due or to become due. As of the Closing Date, (i) the Company has fully paid all creditors, debtors, vendors and service providers for all obligations that have become due and payable as of the Closing Date and for the period of thirty (30) calendar days after the Closing Date; and (ii) all loans, notes payables, and liabilities, either accrued or contingent, whether or not of a nature required to be reflected in the financial statements in accordance with generally accepted accounting principles, whether due or to become due or whether or not disclosed

in the OTC Markets Reports have been paid in full.

4.8.2. There are no lawsuits, actions or administrative, arbitration or other proceedings or governmental investigations ongoing, pending or threatened against or relating to the Company, Seller or the Company's properties or business. The Company has not entered into or been subject to any consent decree, compliance order, or administrative order with respect to any property owned, operated, leased, or used by the Company. The Company has not received any request for information, notice, demand letter, administrative inquiry, or formal or informal complaint or claim with respect to any property owned, operated, leased, or used by the Company or any facilities or operations thereon.

4.8.3. The Company has filed all tax returns required to have been filed since inception. All tax returns were correct and complete in all material respects. All taxes owed by the Company (whether or not shown on any tax return) have been paid. The Company currently is not the beneficiary of any extension of time within which to file any tax return. To the Company's knowledge, no claim has ever been made by an authority in a jurisdiction where the Company does not file tax returns that it is or may be subject to taxation by that jurisdiction. There are no actual, pending or, to the Company's knowledge, threatened liens, encumbrances, or charges against any of the assets of the Company arising in connection with any failure (or alleged failure) to pay any tax. The Company has withheld and paid all taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, shareholder, or other third party. To the Company's knowledge, there is no dispute or claim concerning any tax liability of the Company either claimed or raised by any authority in writing. The Company has not waived any statute of limitations in respect of taxes or agreed to any extension of time with respect to a tax assessment or deficiency.

4.9. Financial Statements. The Company's financial statements fairly present the financial condition of the Company at the dates of said statements and the results of its operations for the periods covered thereby and have been prepared in accordance with United States generally accepted accounting principles and practices consistently applied and consistent with the books and records of the Company.

4.10. Binding Effect. This Agreement has been duly executed and delivered by the Seller, and constitutes the legal, valid and binding obligation of the Seller, enforceable against the Seller in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, fraudulent conveyance or transfer, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

4.11. Private Offering. No registration of the Company Shares, pursuant to the provisions of the Securities Act of 1933, as amended, or any state securities or "blue sky" laws, will be required by the sale of the Company Shares in the manner contemplated in Section 1 herein. Seller agrees that neither he or she, nor anyone acting on his or her behalf, shall offer to sell the Company Shares or any other securities of the Company so as to require the registration of the Company Shares pursuant to the provisions of the Securities Act of 1933, as amended, or any state securities or "blue sky" laws.

4.12. Disclosure. Seller understands and confirms that Purchasers are relying on the representations, warranties and covenants contained in this Agreement and the disclosures set forth in the reports, forms and other documents filed with FINRA as reflected on the OTC Markets Group, LLC by the Company (collectively, the "OTC Markets Reports") in entering into this Agreement. All disclosures contained in the OTC Markets Reports or otherwise provided to Purchaser regarding the Company, its businesses and the transactions contemplated hereby, furnished by or on behalf of Seller or the Company are complete, true and correct and do not contain any untrue statement of a

material fact or omit to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

5. Indemnification. The Seller shall, notwithstanding any termination of this Agreement, indemnify and hold harmless each Purchaser, the Company, the officers, directors, agents, investment advisors, partners, members and employees of each of them, each person who controls any such Purchaser (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) and the officers, directors, agents and employees of each such controlling person, to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, liabilities, costs (including, without limitation, reasonable costs of preparation and reasonable attorneys' fees) and expenses (collectively, "**Losses**"), as incurred, arising out of or relating to any breach of the representations, warranties and covenants of Seller or the Company set forth in this Agreement, up to a maximum amount equal to the Purchase Price.

If any Proceeding shall be brought or asserted against any person entitled to indemnity hereunder (an "**Indemnified Party**"), such Indemnified Party shall promptly notify the Person from whom indemnity is sought (the "**Indemnifying Party**") in writing, and the Indemnifying Party shall assume the defense thereof, including the employment of counsel reasonably satisfactory to the Indemnified Party and the payment of all fees and expenses incurred in connection with defense thereof; provided, that the failure of any Indemnified Party to give such notice shall not relieve the Indemnifying Party of its obligations or liabilities pursuant to this Agreement, except (and only) to the extent that it shall be finally determined by a court of competent jurisdiction (which determination is not subject to appeal or further review) that such failure shall have proximately and materially adversely prejudiced the Indemnifying Party.

An Indemnified Party shall have the right to employ separate counsel in any such Proceeding and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party or Parties unless: (1) the Indemnifying Party has agreed in writing to pay such fees and expenses; (2) the Indemnifying Party shall have failed promptly to assume the defense of such Proceeding and to employ counsel reasonably satisfactory to such Indemnified Party in any such Proceeding; or (3) the named parties to any such Proceeding (including any impleaded parties) include both such Indemnified Party and the Indemnifying Party, and such Indemnified Party shall have been advised by counsel that a conflict of interest is likely to exist if the same counsel were to represent such Indemnified Party and the Indemnifying Party (in which case, if such Indemnified Party notifies the Indemnifying Party in writing that it elects to employ separate counsel at the expense of the Indemnifying Party, the Indemnifying Party shall not have the right to assume the defense thereof and such counsel shall be at the expense of the Indemnifying Party). The Indemnifying Party shall not be liable for any settlement of any such Proceeding effected without its written consent, which consent shall not be unreasonably withheld or delayed. No Indemnifying Party shall, without the prior written consent of the Indemnified Party, effect any settlement of any pending Proceeding in respect of which any Indemnified Party is a party, unless such settlement includes an unconditional release of such Indemnified Party from all liability on claims that are the subject matter of such Proceeding.

All fees and expenses of the Indemnified Party (including reasonable fees and expenses to the extent incurred in connection with investigating or preparing to defend such Proceeding in a manner not inconsistent with this Section) shall be paid to the Indemnified Party, as incurred, within ten calendar of written notice thereof to the Indemnifying Party (regardless of whether it is ultimately determined that an Indemnified Party is not entitled to indemnification hereunder; provided, that the Indemnifying Party may require such Indemnified Party to undertake to reimburse all such fees and expenses to the extent it is finally judicially determined that such Indemnified Party is not entitled to indemnification hereunder).

6. Acknowledgement of Escrow Agent as Counsel to Purchaser Representative. The Seller and Purchaser hereby acknowledge that they are parties to that certain Escrow Agreement dated January 22, 2025, by and among the Law Offices of Jenny Chen-Drake, Esq. (“Escrow Agent”), the Purchasers and the Seller (the “Escrow Agreement”), pursuant to which the Seller and Purchasers established an escrow account and appointed Escrow Agent to serve as the escrow agent thereto in accordance with the terms and conditions of the Escrow Agreement. The Seller and Purchasers hereby acknowledge that Escrow Agent: (i) is legal counsel to the representatives of the Purchasers; (ii) has explained to each of it the potential conflicts arising from having legal counsel to the representatives of the Purchasers serve as the Escrow Agent; and (iii) has advised each of them to seek independent counsel to review the terms of this Agreement and the Escrow Agreement. Each of the Company, Seller and Purchasers hereby acknowledges that it, he or she has had the opportunity to seek such independent counsel and agrees to waive all potential and actual conflicts arising from having Escrow Agent serve as Escrow Agent. The parties further acknowledge that the duties, responsibilities and obligations of Escrow Agent shall be limited to those expressly set forth in the Escrow Agreement and no duties, responsibilities or obligations shall be inferred or implied. Escrow Agent shall not be subject to, nor required to comply with, any other agreement between or among any or all of the Purchasers, the Company and the Seller or to which any of the Purchasers or the Seller are a party, even though reference thereto may be made herein, or to comply with any direction or instruction from any of the Purchasers or the Seller or any entity acting on its behalf. **The Purchasers, the Company and the Seller hereby expressly acknowledge their appointment of Escrow Agent to serve as the escrow agent in accordance with the terms and conditions of the Escrow Agreement.**

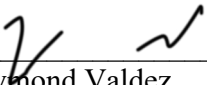
7. Miscellaneous. This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior agreements and discussions between Purchasers and Seller. No waiver of any of the provisions of this Agreement will be deemed to constitute a waiver of any other provisions hereof. This Agreement may be executed by the parties hereto in separate counterparts, each of which will be deemed to be one and the same instrument. All claims, disputes and other matters in question between the parties to this Agreement, arising out of or relating to this Agreement or breach thereof, shall be filed and heard only in the state courts of Nevada. The Agreement will be governed by and construed and enforced in accordance with the internal laws of the State of Nevada, without regard to the principles of conflicts of law thereof.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth in the first paragraph.

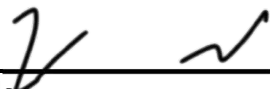
COMPANY:

INTERNATIONAL ENDEAVORS CORPORATION
a Nevada corporation

By: 
Its: Raymond Valdez
Chief Executive Officer

Address:
5451 Avenida Encinas, Ste. B126
Carlsbad, CA 92008

SELLER:

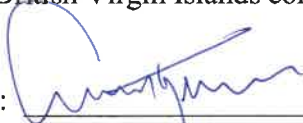


Raymond Valdez

Address:
5451 Avenida Encinas, Ste. B126
Carlsbad, CA 92008

PURCHASER:

Modulink Inc.,
A British Virgin Islands corporation

By: 

Name: TAM, Hin Wah Anthony

Its: Chairman

Address: OMC Chambers, Wickhams Cay 1,
Road Town, Tortola, British Virgin Islands

Zenith (Hong Kong) Engineering Limited,
A Hong Kong corporation

By: 

Name: PUN, Ah Keung

Its: Director

Address: Unit 7, Level 6, Westin Centre,
26 Hung To Road, Kwun Tong, Hong Kong

EXHIBIT A

PURCHASERS

Purchasers	Subjects	Consideration
Modulink Inc.	200,000 shares of the Series A Preferred Stock	USD\$250,000
Zenith (Hong Kong) Engineering Limited	Tala Media Note	USD\$10,000
Zenith (Hong Kong) Engineering Limited	Bearcreek Resources Note	USD\$20,000
TOTAL		USD\$280,000

EXHIBIT B
SHAREHOLDERS LIST

[See Attachment]

EXHIBIT C
COMPANY CONTRACTS

None

SHARE EXCHANGE AGREEMENT

THIS SHARE EXCHANGE AGREEMENT (the “Agreement”) dated as of March 28, 2025, is entered into by and among International Endeavors Corporation, a Nevada corporation (“IDVV”), and ModuLink Investment Limited, a British Virgin Island corporation (“ModuLink”), and the shareholders of ModuLink listed on Annex A to this Agreement (each, a “Shareholder” and, collectively, the “Shareholders”).

RECITALS

A. The Shareholders own the number of shares of capital stock of ModuLink (the “Shares”) set forth opposite each Shareholder’s name on Annex A, which Shares collectively constitute all of the issued and outstanding shares of capital stock in ModuLink.

B. IDVV desires to purchase from the Shareholders, and the Shareholders desire to sell to IDVV, the Shares in exchange for shares of IDVV common stock, par value \$0.001 (the “Common Stock”) all on the terms and subject to the conditions set forth in this Agreement (the “Exchange”).

D. As a result of the Exchange, IDVV will become the sole shareholder of ModuLink.

E. Certain capitalized terms used in this Agreement are defined on Exhibit A hereto.

AGREEMENT

In consideration of the agreements, provisions and covenants set forth below, IDVV, ModuLink and the Shareholders, hereby agree as follows:

ARTICLE I.

EXCHANGE OF SHARES

1.1 Agreement to Sell.

Upon the terms and subject to all of the conditions contained herein, each of the Shareholders hereby agrees to sell, assign, transfer and deliver to IDVV, and IDVV hereby agrees to purchase and accept from each of the Shareholders, on the Closing Date, the Shares.

1.2 Purchase Price.

As full consideration for the sale, assignment, transfer and delivery of the Shares by the Shareholders to IDVV, and upon the terms and subject to all of the conditions contained herein, IDVV shall issue to the Shareholders an aggregate of 2,356,712,066 shares of IDVV Common Stock (the “Acquisition Shares”), at a per share price of \$0.0034, on a pro rata basis based upon their respective beneficial ownership interest in ModuLink, as certified by the President of

ModuLink, at the Closing.

1.3 Mechanics of Exchange.

(a) At the Closing, each Shareholder shall be entitled to surrender the certificate or certificates that immediately prior to the Closing represented the ModuLink Shares of Common Stock (the “Certificates”) to the exchange agent designated by IDVV in exchange for the Acquisition Shares.

(b) Promptly after the Closing, IDVV or its designated exchange agent shall make available to each Shareholder a letter of transmittal and instructions for use in effecting the surrender of Certificates in exchange for the Acquisition Shares. Upon surrender of a Certificate to such exchange agent together with the letter of transmittal, duly executed, the Shareholder shall be entitled to receive in exchange therefore such number of Acquisition Shares as such Shareholder has the right to receive in respect of the Certificate so surrendered pursuant to the provisions of this Article I.

1.4 No Fractional Shares.

No fraction of a share of IDVV Common Stock shall be issued in the Exchange. In lieu of fractional shares, the Shareholders upon surrender of their Certificates as set forth in Section 1.3 shall be issued that number of shares of Common Stock resulting by rounding up to the nearest whole number of shares of Common Stock that each such Shareholder shall receive as a result of the Exchange.

1.5 Closing.

The closing of the transactions contemplated by this Agreement (the “Closing”) shall take place at 9:00 a.m., Hong Kong Time, at the principal administrative offices of IDVV, or at a location mutually agreed upon by IDVV and ModuLink, on or before May 1, 2025 (the “Closing Date”); provided, however, that if all of the other conditions set forth in articles VI and VII hereof are not satisfied or waived, unless this agreement has been terminated under Section 9 hereof, or at such date, the Closing Date shall be the business day following the day on which all such conditions have been satisfied or waived, or at such other date, time and place as IDVV, ModuLink and the Shareholders shall agree.

ARTICLE II.

REPRESENTATIONS AND WARRANTIES OF MODULINK

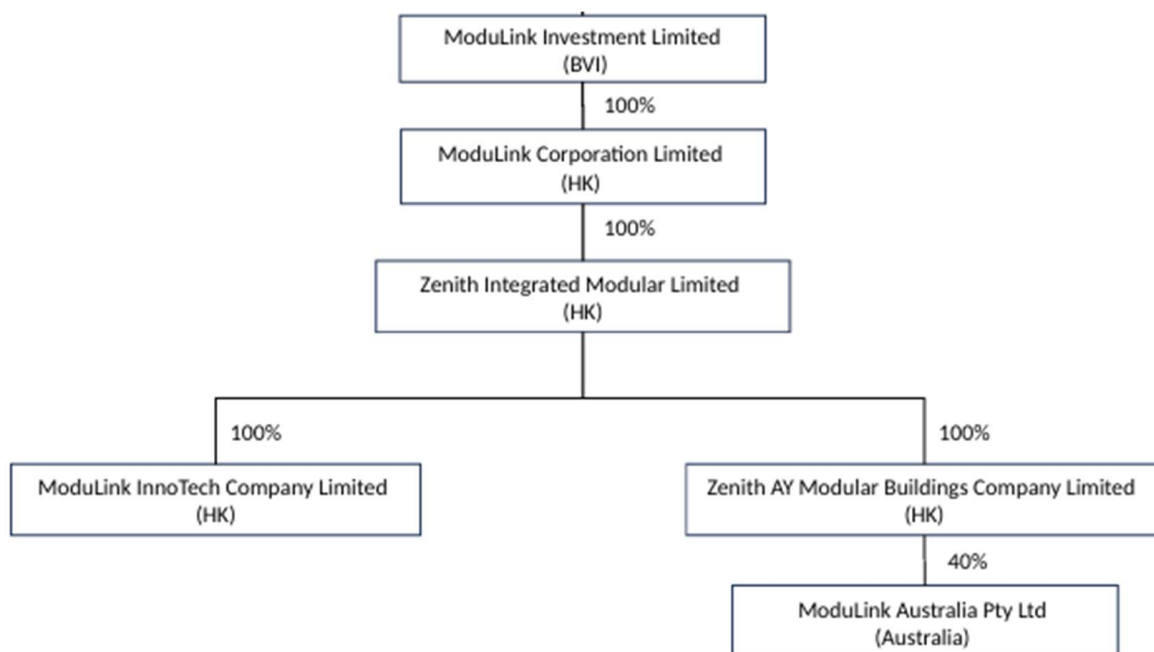
Except as set forth in the Disclosure Schedule, consisting of information about ModuLink provided by ModuLink to IDVV in connection with this Agreement (the “ModuLink Disclosure Schedule”), each of ModuLink and the Shareholders represents and warrants jointly and severally to IDVV as follows:

2.1 Organization and Qualification.

ModuLink is duly incorporated, validly and in good standing existing under the laws of British Virgin Island, has all requisite authority and power (corporate and other), governmental licenses, authorizations, consents and approvals to carry on its business as presently conducted and as contemplated to be conducted, to own, hold and operate its properties and assets as now owned, held and operated by it, to enter into this Agreement, to carry out the provisions hereof except where the failure to be in good standing or to have such governmental licenses, authorizations, consents and approvals will not, in the aggregate, either (i) have a Material Adverse Effect on the business, assets or financial condition of ModuLink, or (ii) impair the ability of ModuLink to perform its material obligations under this Agreement. ModuLink is duly qualified, licensed or domesticated as a foreign corporation in good standing in each jurisdiction wherein the nature of its activities or its properties owned or leased requires such qualification, licensing or domestication, except where the failure to be so qualified, licensed or domesticated will not have a Material Adverse Effect. Set forth as part of the ModuLink Disclosure Schedule is a list of those jurisdictions in which each of ModuLink presently conducts its business, owns, holds and operates its properties and assets.

2.2 Subsidiaries.

ModuLink holds 100% of ModuLink Corporation Limited, a Hong Kong limited liability company. The group structure of ModuLink and its subsidiaries, and the investment in ModuLink Australia Pty Ltd (collectively, referred to as “ModuLink”) is as follows:



Except as stated above, ModuLink does not own directly or indirectly, any equity or other ownership interest in any corporation, partnership, joint venture or other entity or enterprise.

ModuLink does not have any direct or indirect interests of stock ownership or otherwise in any corporation, partnership, joint venture, firm, association or business enterprise, and is not party to any agreement to acquire such an interest.

2.3 Articles of Incorporation and Bylaws.

The copies of the charter document and corporate governance document of ModuLink (collectively, the “Organizational Documents”) that have been delivered to IDVV prior to the execution of this Agreement are true and complete and have not been amended or repealed. ModuLink is not in violation or breach of any of the provisions of the Organizational Documents, except for such violations or breaches which, in the aggregate, will not have a Material Adverse Effect on ModuLink.

2.4 Authorization and Validity of this Agreement.

This Agreement and each of the Transaction Agreements constitute the legal, valid and binding obligation of each person or entity who is a party thereto (other than IDVV), enforceable against each such person or entity in accordance with its terms, except as such enforcement is limited by general equitable principles, or by bankruptcy, insolvency and other similar laws affecting the enforcement of creditors rights generally. Each ModuLink shareholder has all requisite legal capacity to execute and deliver this Agreement and the Transaction Agreements to which he or she is a party, and to perform its, his or her obligations hereunder and thereunder. The execution and delivery by each of ModuLink and each of the Shareholders of this Agreement and the Transaction Agreements (to the extent either is a party thereto), and the consummation of the transactions contemplated herein and therein (the “Transactions”) have been authorized by all necessary corporate or other action on the part of ModuLink and each of the Shareholders. This Agreement and the Transaction Agreements have been duly executed and delivered by the parties thereto (other than IDVV).

2.5 No Violation.

Neither the execution nor delivery of this Agreement or the Transaction Agreements, nor the consummation or performance of any of the Transactions by ModuLink or the Shareholders will directly or indirectly:

(ai) violate or conflict with any provision of the Organizational Documents of ModuLink; (aii) result in (with or without notice or lapse of time) a violation or breach of, or conflict with or constitute a default or result in the termination or in a right of termination or cancellation of, or accelerate the performance required by, or require notice under, any agreement, promissory note, lease, instrument or arrangement to which ModuLink or any of its assets are bound or result in the creation of any Liens upon ModuLink or any of its assets; (aiii) violate any order, writ, judgment, injunction, ruling, award or decree of any Governmental Body; (“Governmental Body”); (aiv) violate any statute, law or regulation of any jurisdiction as such statute, law or regulation that relates to the Shareholders or ModuLink or any of the assets of ModuLink; or (av) result in cancellation, modification, revocation or suspension of any permits, licenses, registrations, consents, approvals, authorizations or certificates issued or granted by any Governmental Body

which are held by or granted to the Shareholders or ModuLink or which are necessary for the conduct of ModuLink's business; or

(b) to the knowledge of ModuLink or any of the Shareholders, cause ModuLink to become subject to, or to become liable for the payment of, any Tax (as hereinafter defined) or cause any of the assets owned by ModuLink to be reassessed or revalued by any taxing authority or other Governmental Body.

None of ModuLink or the Shareholders is or will be required to give any notice to or obtain any approval, consent, ratification, waiver or other authorization (a "Consent") from any person or entity (including, without limitation, any Governmental Body) in connection with (i) the execution and delivery of this Agreement or any of the Transaction Agreements, or (ii) the consummation or performance of any of the Transactions.

2.6 Capitalization and Related Matters.

(a) Capitalization. ModuLink has issued and outstanding 10,000 shares of common stock. Except as set forth in the preceding sentence, no other class of capital stock or other security of ModuLink is authorized, issued, reserved for issuance or outstanding. The Shareholders, as of the Closing Date, are the lawful, record and beneficial owners of the number of ModuLink Shares of Common Stock set forth opposite each Seller's name on Annex A attached hereto. The Shareholders have, as of the date hereof and as of the Closing Date, valid and marketable title to their respective Shares, free and clear of all Liens (including, without limitation, any claims of spouses under applicable community property laws) and are the lawful, record and beneficial owners of all of the Shares. Except as is issued to and held by the Shareholders or ModuLink, no other class of capital stock or other security of ModuLink, as applicable, is authorized, issued, reserved for issuance or outstanding, and the Shareholders hold 100% of the issued and outstanding securities of ModuLink. At the Closing, IDVV will be vested with good and marketable title to the Shares, free and clear of all Liens (including, without limitation, any claims of spouses under applicable community property laws). No legend or other reference to any purported Lien appears upon any certificate representing the Shares. Each of the Shares has been duly authorized and validly issued and is fully paid and non-assessable. None of the outstanding capital or other securities of ModuLink was issued, redeemed or repurchased in violation of the Securities Act of 1933, as amended (the "Securities Act"), or any other securities or "blue sky" laws.

(b) No Redemption Requirements. There are no authorized or outstanding options, warrants, equity securities, calls, rights, commitments or agreements of any character by which ModuLink or any of the Shareholders is obligated to issue, deliver or sell, or cause to be issued, delivered or sold, any shares of capital stock or other securities of ModuLink. There are no outstanding contractual obligations (contingent or otherwise) of ModuLink to retire, repurchase, redeem or otherwise acquire any outstanding shares of capital stock of, or other ownership interests in, ModuLink or to provide funds to or make any investment (in the form of a loan, capital contribution or otherwise) in any other entity.

2.7 Compliance with Laws and Other Instruments.

Except as would not have a Material Adverse Effect, the business and operations of ModuLink has been and are being conducted in accordance with all applicable foreign, federal, provincial and local laws, rules and regulations and all applicable orders, injunctions, decrees, writs, judgments, determinations and awards of all courts and governmental agencies and instrumentalities. There are no permits, bonuses, registrations, consents, approvals, authorizations, certificates, or any waiver of the foregoing, which are required to be issued or granted by a Governmental Body for the conduct of the Business as presently conducted or the ownership of the assets of ModuLink Except as would not have a Material Adverse Effect, ModuLink is not, and has not received notice alleging that it is, in violation of, or (with or without notice or lapse of time or both) in default under, or in breach of, any term or provision of the Organizational Documents or of any indenture, loan or credit agreement, note, deed of trust, mortgage, security agreement or other material agreement, lease, license or other instrument, commitment, obligation or arrangement to which ModuLink is a party or by which any of ModuLink's properties, assets or rights are bound or affected. To the knowledge of ModuLink, no other party to any material contract, agreement, lease, license, commitment, instrument or other obligation to which ModuLink is a party is (with or without notice or lapse of time or both) in default thereunder or in breach of any term thereof. ModuLink is not subject to any obligation or restriction of any kind or character, nor is there, to the knowledge of ModuLink, any event or circumstance relating to ModuLink that materially and adversely affects in any way its business, properties, assets or prospects or that prohibits ModuLink from entering into this Agreement and the Transaction Agreements or would prevent or make burdensome its performance of or compliance with all or any part of this Agreement, the Transaction Agreements or the consummation of the Transactions contemplated hereby or thereby.

2.8 Certain Proceedings.

There are no outstanding or pending proceeding that has been commenced against or involving ModuLink or any of its assets and, to the knowledge of ModuLink and the Shareholders, no matters of the foregoing nature are contemplated or threatened. None of ModuLink or the Shareholders have been charged with, and is not threatened with, or under any investigation with respect to, any allegation concerning any violation of any provision of any federal, provincial, local or foreign law, regulation, ordinance, order or administrative ruling, and is not in default with respect to any order, writ, injunction or decree of any Governmental Body.

2.9 No Brokers or Finders.

None of ModuLink, the Shareholders, or any officer, director, independent contractor, consultant, agent or employee of ModuLink has agreed to pay, or has taken any action that will result in any person or entity becoming obligated to pay or entitled to receive, any investment banking, brokerage, finder's or similar fee or commission in connection with this Agreement or the Transactions. ModuLink and the Shareholders shall jointly and severally indemnify and hold IDVV harmless against any liability or expense arising out of, or in connection with, any such claim.

2.10 Title to and Condition of Properties.

ModuLink has good, valid and marketable title to all of its properties and assets (whether real, personal or mixed, and whether tangible or intangible) reflected as owned in its books and records, free and clear of all Liens. ModuLink owns or holds under valid leases or other rights to use all real property, plants, machinery, equipment and all assets necessary for the conduct of its business as presently conducted, except where the failure to own or hold such property, plants, machinery, equipment and assets would not have a Material Adverse Effect on ModuLink. No Person other than ModuLink owns or has any right to the use or possession of the assets used in ModuLink's business. The material buildings, plants, machinery and equipment necessary for the conduct of the business of ModuLink as presently conducted are structurally sound, are in good operating condition and repair and are adequate for the uses to which they are being put or would be put in the Ordinary Course of Business, in each case, taken as a whole, and none of such buildings, plants, machinery or equipment is in need of maintenance or repairs, except for ordinary, routine maintenance and repairs that are not material in nature or cost.

2.11 Absence of Undisclosed Liabilities.

ModuLink has no debt, obligation or liability (whether accrued, absolute, contingent, liquidated or otherwise, whether asserted or unasserted, whether due or to become due, whether or not known to ModuLink) arising out of any transaction entered into prior to the Closing Date or any act or omission prior to the Closing Date which individually or taken together would constitute a Material Adverse Effect on ModuLink and have no debt, obligation or liability to each other or any of the Shareholders or their affiliates, except to the extent specifically set forth on or reserved against on the Balance Sheet of ModuLink

The financial statements are consistent with the books and records of ModuLink and fairly present in all material respects the financial condition, assets and liabilities of ModuLink, as applicable, taken as a whole, as of the dates and periods indicated, and were prepared in accordance with GAAP (except as otherwise indicated therein or in the notes thereto).

2.12 Changes.

ModuLink has not, since the date of its incorporation:

(a) Ordinary Course of Business. Conducted its business or entered into any transaction other than in the Ordinary Course of Business, except for this Agreement.

(b) Adverse Changes. Suffered or experienced any change in, or affecting, its condition (financial or otherwise), properties, assets, liabilities, business, operations, results of operations or prospects which would have a Material Adverse Effect;

(c) Loans. Made any loans or advances to any Person other than travel advances and reimbursement of expenses made to employees, officers and directors in the Ordinary Course of Business;

(d) Compensation and Bonuses. Made any payments of any bonuses or compensation other than regular salary payments, or increase in the salaries, or payment on any of its debts in the

Ordinary Course of Business, to any of its shareholders, directors, officers, employees, independent contractors or consultants or entry into by it of any employment, severance, or similar contract with any director, officer, or employee, independent contractor or consultant; Adopted, or increased in the payments to or benefits under, any profit sharing, bonus, deferred compensation, savings, insurance, pension, retirement, or other employee benefit plan for or with any of its employees;

(e) Liens. Created or permitted to exist any Lien on any of its properties or assets other than Permitted Liens;

(f) Capital Stock. Issued, sold, disposed of or encumbered, or authorized the issuance, sale, disposition or encumbrance of, or granted or issued any option to acquire any shares of its capital stock or any other of its securities or any Equity Security, or altered the term of any of its outstanding securities or made any change in its outstanding shares of capital stock or its capitalization, whether by reason of reclassification, recapitalization, stock split, combination, exchange or readjustment of shares, stock dividend or otherwise; changed its authorized or issued capital stock; granted any stock option or right to purchase shares of its capital stock; issued any security convertible into any of its capital stock; granted any registration rights with respect to shares of its capital stock; purchased, redeemed, retired, or otherwise acquired any shares of its capital stock; declared or paid any dividend or other distribution or payment in respect of shares of capital stock of any other entity;

(g) Dividends. Declared, set aside, made or paid any dividend or other distribution to any of its shareholders;

(h) Material Contracts. Terminated or modified any of its Material Contract except for termination upon expiration in accordance with the terms of such agreements, a description of which is included in the ModuLink's Disclosure Schedule;

(i) Claims. Released, waived or cancelled any claims or rights relating to or affecting ModuLink in excess of \$1,000 in the aggregate or instituted or settled any Proceeding involving in excess of \$10,000 in the aggregate;

(j) Discharged Liabilities. Paid, discharged, cancelled, waived or satisfied any claim, obligation or liability in excess of \$1,000 in the aggregate, except for liabilities incurred prior to the date of this Agreement in the Ordinary Course of Business;

(k) Indebtedness. Created, incurred, assumed or otherwise become liable for any Indebtedness or commit to any endeavor involving a commitment in excess of \$1,000 in the aggregate, other than contractual obligations incurred in the Ordinary Course of Business;

(l) Guarantees. Guaranteed or endorsed in a material amount any obligation or net worth of any Person;

(m) Acquisitions. Acquired the capital stock or other securities or any ownership interest in, or substantially all of the assets of, any other Person;

(n) Accounting. Changed its method of accounting or the accounting principles or practices utilized in the preparation of its financial statements, other than as required by GAAP;

(o) Agreements. Entered into any agreement, or otherwise obligated itself, to do any of the foregoing.

2.13 Material Contracts.

ModuLink has delivered to IDVV, prior to the date of this Agreement, true, correct and complete copies of each of its Material Contracts.

(a) No Defaults. The Material Contracts of ModuLink are valid and binding agreements of ModuLink, as applicable, and are in full force and effect and are enforceable in accordance with their terms. Except as would not have a Material Adverse Effect, ModuLink is not in breach or default of any of its Material Contracts to which it is a party and, to the knowledge of ModuLink, no other party to any of its Material Contracts is in breach or default thereof. Except as would not have a Material Adverse Effect, no event has occurred or circumstance has existed that (with or without notice or lapse of time) would (a) contravene, conflict with or result in a violation or breach of, or become a default or event of default under, any provision of any of its Material Contracts or (b) permit ModuLink or any other Person the right to declare a default or exercise any remedy under, or to accelerate the maturity or performance of, or to cancel, terminate or modify any of its Material Contracts. ModuLink has not received any notice and has no knowledge of any pending or threatened cancellation, revocation or termination of any of its Material Contracts to which it is a party, and there are no renegotiations of, or attempts to renegotiate.

2.14 Tax Returns and Audits.

(a) Tax Returns. (a) All material Tax Returns required to be filed by or on behalf of ModuLink have been timely filed and all such Tax Returns were (at the time they were filed) and are true, correct and complete in all material respects; (b) all Taxes of ModuLink required to have been paid (whether or not reflected on any Tax Return) have been fully and timely paid, except those Taxes which are presently being contested in good faith or for which an adequate reserve for the payment of such Taxes has been established on ModuLink's balance sheet; (c) no waivers of statutes of limitation have been given or requested with respect to ModuLink in connection with any Tax Returns covering ModuLink or with respect to any Taxes payable by it; (d) no Governmental Body in a jurisdiction where ModuLink does not file Tax Returns has made a claim, assertion or threat to ModuLink that ModuLink is or may be subject to taxation by such jurisdiction; (e) ModuLink has duly and timely collected or withheld, paid over and reported to the appropriate Governmental Body all amounts required to be so collected or withheld for all periods under all applicable laws; (f) there are no Liens with respect to Taxes on the property or assets of ModuLink other than Permitted Liens; (g) there are no Tax rulings, requests for rulings, or closing agreements relating to ModuLink for any period (or portion of a period) that would affect any period after the date hereof; and (h) any adjustment of Taxes of ModuLink made by a Governmental Body in any examination that ModuLink is required to report to the appropriate provincial, local or foreign taxing authorities has been reported, and any additional Taxes due with respect thereto have been

paid. No state of fact exists or has existed which would constitute ground for the assessment of any tax liability by any Governmental Body. All Tax Returns filed by ModuLink are true, correct and complete.

(b) No Adjustments, Changes. Neither ModuLink nor any other Person on behalf of ModuLink (a) has executed or entered into a closing agreement pursuant to Section 7121 of the Code or any predecessor provision thereof or any similar provision of provincial, local or foreign law; or (b) has agreed to or is required to make any adjustments pursuant to Section 481(a) of the Code or any similar provision of provincial, local or foreign law.

(c) No Disputes. There is no pending audit, examination, investigation, dispute, proceeding or claim with respect to any Taxes of or Tax Return filed or required to be filed by ModuLink, nor is any such claim or dispute pending or contemplated. ModuLink has made available to IDVV true, correct and complete copies of all Tax Returns, examination reports and statements of deficiencies assessed or asserted against or agreed to by ModuLink since January 1, 2023, and any and all correspondence with respect to the foregoing. ModuLink does not have any outstanding closing agreement, ruling request, request for consent to change a method of accounting, subpoena or request for information to or from a Governmental Body in connection with any Tax matter.

(d) No Tax Allocation, Sharing. ModuLink is not a party to any Tax allocation or sharing agreement. ModuLink (a) has not been a member of a Tax Group filing a consolidated income Tax Return under Section 1501 of the Code (or any similar provision of provincial, local or foreign law), and (b) does not have any liability for Taxes for any Person under Treasury Regulations Section 1.1502-6 (or any similar provision of provincial, local or foreign law) as a transferee or successor, by contract or otherwise.

2.15 Material Assets.

The financial statements of ModuLink reflect the material properties and assets (real and personal) owned or leased by them.

2.16 Insurance Coverage.

ModuLink has no insurance or general liability policies maintained by ModuLink on its properties and assets.

2.17 Litigation; Orders.

There is no Proceeding (whether federal, provincial, local or foreign) pending or, to the knowledge of ModuLink, threatened or appealable against or affecting ModuLink or any of its properties, assets, business or employees. To the knowledge of ModuLink, there is no fact that might result in or form the basis for any such Proceeding. ModuLink is not subject to any Orders and has not received any written opinion or memorandum or legal advice from their legal counsel to the effect that ModuLink is exposed, from a legal standpoint, to any liability which would be material to its business. ModuLink is not engaged in any legal action to recover monies due it or for damages sustained by any of them.

2.18 Licenses.

Except as would not have a Material Adverse Effect, ModuLink possesses from the appropriate Governmental Body all licenses, permits, authorizations, approvals, franchises and rights that are necessary for it to engage in its business as currently conducted and to permit it to own and use its properties and assets in the manner in which it currently owns and uses such properties and assets (collectively, “PERMITS”). Except as would not have a Material Adverse Effect, ModuLink has not received any written notice from any Governmental Body or other Person that there is lacking any license, permit, authorization, approval, franchise or right necessary for ModuLink to engage in its business as currently conducted and to permit ModuLink to own and use its properties and assets in the manner in which it currently owns and uses such properties and assets. Except as would not have a Material Adverse Effect, the Permits are valid and in full force and effect. Except as would not have a Material Adverse Effect, no event has occurred or circumstance exists that may (with or without notice or lapse of time): (a) constitute or result, directly or indirectly, in a violation of or a failure to comply with any Permit; or (b) result, directly or indirectly, in the revocation, withdrawal, suspension, cancellation or termination of, or any modification to, any Permit. ModuLink has not received any written notice from any Governmental Body or any other Person regarding: (a) any actual, alleged, possible or potential contravention of any Permit; or (b) any actual, proposed, possible or potential revocation, withdrawal, suspension, cancellation, termination of, or modification to, any Permit. All applications required to have been filed for the renewal of such Permits have been duly filed on a timely basis with the appropriate Persons, and all other filings required to have been made with respect to such Permits have been duly made on a timely basis with the appropriate Persons. All Permits are renewable by their terms or in the Ordinary Course of Business without the need to comply with any special qualification procedures or to pay any amounts other than routine fees or similar charges, all of which have, to the extent due, been duly paid.

2.19 Interested Party Transactions.

Except for the monthly salary reimbursement of HK\$350,000 for certain design and project management services to Zenith (PMS) Limited that Tam Hin Wah, Anthony is the director and shareholder, no officer, director or shareholder of ModuLink or any Affiliate, Related Person or “associate” (as such term is defined in Rule 405 of the Commission under the Securities Act) of any such Person, either directly or indirectly, (1) has an interest in any Person which (a) furnishes or sells services or products which are furnished or sold or are proposed to be furnished or sold by ModuLink, or (b) purchases from or sells or furnishes to, or proposes to purchase from, sell to or furnish ModuLink any goods or services; (2) has a beneficial interest in any contract or agreement to which ModuLink is a party or by which it may be bound or affected; or (3) is a party to any material agreements, contracts or commitments in effect as of the date hereof with ModuLink “Related Person” means: (i) with respect to a particular individual, the individual’s immediate family which shall include the individual’s spouse, parents, children, siblings, mothers and fathers-in-law, sons and daughters-in-law, and brothers and sisters-in-law; and (ii) with respect to a specified individual or entity, any entity or individual that, directly or indirectly, controls, is controlled by, or is under common control with such specified entity or individual.

2.20 Governmental Inquiries.

ModuLink has made available to IDVV a copy of each material written inspection report, questionnaire, inquiry, demand or request for information received by ModuLink from (and the response of ModuLink thereto), and each material written statement, report or other document filed by ModuLink with, any Governmental Body since January 1, 2023.

2.21 Bank Accounts and Safe Deposit Boxes.

The ModuLink Disclosure Schedule discloses the title and number of each bank or other deposit or financial account, and each lock box and safety deposit box used by ModuLink, the financial institution at which that account or box is maintained and the names of the persons authorized to draw against the account or otherwise have access to the account or box, as the case may be.

2.22 Intellectual Property.

Any Intellectual Property ModuLink uses in its business as presently conducted is owned by ModuLink or properly licensed.

2.23 Stock Option Plans; Employee Benefits.

(a) ModuLink does not have any employee benefit plans or arrangements covering their present and former employees or providing benefits to such persons in respect of services provided to ModuLink. ModuLink has no commitment, whether formal or informal and whether legally binding or not, to create any additional plan, arrangement or practice similar to the Approved Plans.

2.24 Employee Matters.

(a) No former or current employee of ModuLink is a party to, or is otherwise bound by, any agreement or arrangement (including, without limitation, any confidentiality, non-competition or proprietary rights agreement) that in any way adversely affected, affects, or will affect (i) the performance of his, her or its duties to ModuLink, or (ii) the ability of ModuLink to conduct its business.

(b) ModuLink has no employees, directors, officers, consultants, independent contractors, representatives or agents whose contract of employment or engagement cannot be terminated by three months' notice. (c) ModuLink is not required or obligated to pay, and since the date of its incorporation, have not paid any moneys to or for the benefit of, any director, officer, employee, consultant, independent contractor, representative or agent of ModuLink (d) ModuLink is in compliance with all applicable laws respecting employment and employment practices, terms and conditions of employment and wages and hours, and is not engaged in any unfair labor practice. There is no labor strike, dispute, shutdown or stoppage actually pending or, to the knowledge of ModuLink or the Shareholders, threatened against or affecting ModuLink

2.25 Environmental and Safety Matters.

Except as would not have a Material Adverse Effect:

(a) ModuLink has at all times been and is in compliance with all Environmental Laws and Orders applicable to ModuLink, as applicable.

(b) There are no Proceedings pending or, to the knowledge of ModuLink, threatened against ModuLink alleging the violation of any Environmental Law or Environmental Permit applicable to ModuLink or alleging that ModuLink is a potentially responsible party for any environmental site contamination. None of ModuLink or the Shareholders are aware of, or has ever received notice of, any past, present or future events, conditions, circumstances, activities, practices, incidents, actions or plans which may interfere with or prevent continued compliance, or which may give rise to any common law or legal liability, or otherwise form the basis of any claim, action, suit, proceeding, hearing or investigation, based on or related to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling, or the emission, discharge, release or threatened release into the environment, of any pollutant, contaminant, or hazardous or toxic material or waste.

(c) Neither this Agreement nor the consummation of the transactions contemplated by this Agreement shall impose any obligations to notify or obtain the consent of any Governmental Body or third Persons under any Environmental Laws applicable to ModuLink

2.26 Material Customers.

Since the date of its incorporation, none of the Material Customers (as hereinafter defined) of ModuLink has notified any of ModuLink or the Shareholders of their intent to terminate their business with ModuLink business because of any dissatisfaction on the part of any such person or entity. The Transactions have not caused any of the Material Customers of ModuLink to terminate or provide notice of their intent or threaten to terminate their business with ModuLink or to notify ModuLink or the Shareholders of their intent not to continue to do such business with ModuLink after the Closing. As used herein, "Material Customers" means those customers from whom ModuLink derives annual revenues in excess of US \$5,000.

2.27 Inventories.

All inventories of ModuLink are of good, usable and merchantable quality in all material respects, and, except as set forth in the ModuLink Disclosure Schedule, do not include a material amount of obsolete or discontinued items. Except as set forth in the ModuLink Disclosure Schedule, (a) all such inventories are of such quality as to meet in all material respects the quality control standards of ModuLink, (b) all such inventories are recorded on the books at the lower of cost or market value determined in accordance with GAAP, and (c) no write-down in inventory has been made or should have been made pursuant to GAAP during the past two years.

2.28 Money Laundering Laws.

The operations of ModuLink are and have been conducted at all times in compliance with

applicable financial record-keeping and reporting requirements of the money laundering statutes of all U.S. and non-U.S. jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any Governmental Body (collectively, the “Money Laundering Laws”) and no Proceeding involving ModuLink with respect to the Money Laundering Laws is pending or, to the knowledge of ModuLink, threatened.

2.29 Disclosure.

(a) Any information set forth in this Agreement, the ModuLink Disclosure Schedule, or the Transaction Agreements shall be true, correct and complete in all material respects.

(b) No statement, representation or warranty of ModuLink or the Shareholders in this Agreement (taken with the Schedules) or the Transaction Agreements or any exhibits or schedules thereto contain any untrue statement of a material fact or omits to state a material fact necessary to make the statements herein or therein, taken as a whole, in light of the circumstances in which they were made, not misleading.

(c) Except as set forth in the ModuLink Disclosure Schedule, the Shareholders and ModuLink have no knowledge of any fact that has specific application to ModuLink (other than general economic or industry conditions) and that adversely affects the assets or the business, prospects, financial condition, or results of operations of ModuLink.

(d) In the event of any inconsistency between the statements in the body of this Agreement and those in the Schedules (other than an exception expressly set forth as such in the Schedules with respect to a specifically identified representation or warranty), the statements in the Schedules shall control.

(e) The books of account, minute books and stock record books of ModuLink, all of which have been made available to IDVV, are complete and accurate and have been maintained in accordance with sound business practices. Without limiting the generality of the foregoing, the minute books of ModuLink contain complete and accurate records of all meetings held, and corporate action taken, by the shareholders, the boards of directors, and committees of the boards of directors of ModuLink, as applicable, and no meeting of any such shareholders, board of directors, or committee has been held for which minutes have not been prepared and are not contained in such minute books.

2.30 Finders and Brokers.

(a) None of ModuLink or the Shareholders or any Person acting on behalf of ModuLink or the Shareholders has engaged any finder, broker, intermediary or any similar Person in connection with the Exchange.

(b) None of ModuLink the Shareholders nor any Person acting on behalf of ModuLink or the Shareholders has entered into a contract or other agreement that provides that a fee shall be paid to any Person or Entity if the Exchange is consummated.

ARTICLE III.

REPRESENTATIONS AND WARRANTIES OF IDVV

IDVV hereby represents and warrants to the Shareholders as of the date hereof:

3.1 Organization; Good Standing.

IDVV is duly incorporated, validly and in good standing existing under the laws of Nevada, has all requisite authority and power (corporate and other), governmental licenses, authorizations, consents and approvals to carry on its business as presently conducted and as contemplated to be conducted, to own, hold and operate its properties and assets as now owned, held and operated by it, to enter into this Agreement, to carry out the provisions hereof except where the failure to be in good standing or to have such governmental licenses, authorizations, consents and approvals will not, in the aggregate, either (i) have a Material Adverse Effect on the business, assets or financial condition of IDVV, or (ii) impair the ability of IDVV to perform its material obligations under this Agreement. IDVV is duly qualified, licensed or domesticated as a foreign corporation in good standing in each jurisdiction wherein the nature of its activities or its properties owned or leased requires such qualification, licensing or domestication, except where the failure to be so qualified, licensed or domesticated will not have a Material Adverse Effect.

3.2 IDVV Common Stock and Series B Preferred Stock.

IDVV is authorized to issue: (i) Four Billion Million (4,000,000,000) shares of common stock, par value \$0.001, of which 1,613,221,854 are issued and outstanding as of March 17, 2025; and (ii) Ten Million (10,000,000) shares of Preferred Stock, par value \$0.001, Five Hundred Thousand of which has been designated Series A Preferred Stock, par value \$0.001, and of which 200,000 are issued and outstanding. The Acquisition Shares, when issued in connection with this Agreement and the other Transactional Agreements, will be duly authorized, validly issued, fully paid and nonassessable. IDVV will take all reasonable efforts subsequent to the Closing to effect and amendment to its Articles of Incorporation, as amended, to effect an increase in its authorized shares of Common Stock to issue and deliver to the Shareholders any portion of the Acquisition Shares not delivered at Closing to the Shareholders, if necessary.

3.3 Authority; Binding Nature of Agreements.

(a) The execution, delivery and performance of this Agreement, the Transactional Agreements, and all other agreements and instruments contemplated to be executed and delivered by IDVV in connection herewith have been duly authorized by all necessary corporate action on the part of IDVV and its board of directors.

(b) This Agreement, the Transactional Agreements, and all other agreements and instruments contemplated to be executed and delivered by IDVV constitute the legal, valid and binding obligation of IDVV, enforceable against IDVV in accordance with their terms, except to the extent that enforceability may be limited by applicable bankruptcy, Exchange, insolvency, moratorium or other laws affecting the enforcement of creditors' rights generally and by general

principles of equity regardless of whether such enforceability is considered in a proceeding in law or equity.

(c) There is no pending Proceeding, and, to IDVV's knowledge, no Person has threatened to commence any Proceeding that challenges, or that may have the effect of preventing, delaying, making illegal or otherwise interfering with, the Exchange or IDVV's ability to comply with or perform its obligations and covenants under the Transactional Agreements, and, to the knowledge of IDVV, no event has occurred, and no claim, dispute or other condition or circumstance exists, that might directly or indirectly give rise to or serve as a basis for the commencement of any such Proceeding.

3.4 Non-contravention; Consents.

The execution and delivery of this Agreement and the other Transactional Agreements, and the consummation of the Exchange, by IDVV will not, directly or indirectly (with or without notice or lapse of time):

(a) contravene, conflict with or result in a material violation of (i) IDVV's Certificate of Incorporation or Bylaws, or (ii) any resolution adopted by IDVV Board or any committee thereof or the stockholders of IDVV;

(b) to the knowledge of IDVV, contravene, conflict with or result in a material violation of, or give any Governmental Body the right to challenge the Exchange or to exercise any remedy or obtain any relief under, any legal requirement or any Order to which IDVV or any material assets owned or used by it are subject;

(c) to the knowledge of IDVV, cause any material assets owned or used by IDVV to be reassessed or revalued by any taxing authority or other Governmental Body;

(d) to the knowledge of IDVV, contravene, conflict with or result in a material violation of any of the terms or requirements of, or give any Governmental Body the right to revoke, withdraw, suspend, cancel, terminate or modify, any Governmental Authorization that is held by IDVV or that otherwise relates to IDVV's business or to any of the material assets owned or used by IDVV, where such contraventions, conflict, violation, revocation, withdrawal, suspension, cancellation, termination or modification would have a Material Adverse Effect on IDVV;

(e) contravene, conflict with or result in a material violation or material breach of, or material default under, any Contract to which IDVV is a party;

(f) give any Person the right to any payment by IDVV or give rise to any acceleration or change in the award, grant, vesting or determination of options, warrants, rights, severance payments or other contingent obligations of any nature whatsoever of IDVV in favor of any Person, in any such case as a result of the Exchange; or

(g) result in the imposition or creation of any material Lien upon or with respect to any material asset owned or used by IDVV.

Except for Consents, filings or notices required under the state and federal securities laws or any other laws or regulations or as otherwise contemplated in this Agreement and the other Transactional Agreements, IDVV will not be required to make any filing with or give any notice to, or obtain any Consent from, any Person in connection with the execution and delivery of this Agreement and the other Transactional Agreements or the consummation or performance of the Exchange.

3.5 Finders and Brokers.

(a) Neither IDVV nor any Person acting on behalf of IDVV has engaged any finder, broker, intermediary or any similar Person in connection with the Exchange.

(b) IDVV has not entered into a contract or other agreement that provides that a fee shall be paid to any Person or Entity if the Exchange is consummated.

3.6 Compliance with Applicable Law.

Results of operations or financial condition of IDVV, to IDVV's knowledge IDVV holds all Governmental Authorizations necessary for the lawful conduct of its business under and pursuant to, and the business of IDVV is not being conducted in violation of, any Governmental Authorization applicable to IDVV.

3.8 Complete Copies of Requested Reports.

IDVV has delivered or made available true and complete copies of each document that has been reasonably requested by ModuLink or the Shareholders.

3.9 Full Disclosure.

(a) Neither this Agreement (including all Schedules and exhibits hereto) nor any of the Transactional Agreements contemplated to be executed and delivered by IDVV in connection with this Agreement contains any untrue statement of material fact; and none of such documents omits to state any material fact necessary to make any of the representations, warranties or other statements or information contained therein not misleading.

(b) All of the information set forth in the prospectus and all other information regarding IDVV and the business, condition, assets, liabilities, operations, financial performance, net income and prospects of either that has been furnished to ModuLink or the Shareholders by or on behalf of IDVV or any of the IDVV's Representatives, is accurate and complete in all material respects.

ARTICLE IV.

COVENANTS OF MODULINK

4.1 Access and Investigation.

ModuLink shall ensure that, at all times during the Pre-Closing Period:

(a) ModuLink and their Representatives provide IDVV and its Representatives access, at reasonable times and with twenty-four (24) hours' notice from IDVV to ModuLink, to all of the premises and assets of ModuLink, to all existing books, records, Tax Returns, work papers and other documents and information relating to ModuLink, and to responsible officers and employees of ModuLink, and ModuLink and its Representatives provide IDVV and its Representatives with copies of such existing books, records, Tax Returns, work papers and other documents and information relating to ModuLink as IDVV may request in good faith;

(b) Each of ModuLink and its Representatives confer regularly with IDVV upon its request, concerning operational matters and otherwise report regularly (not less than semi-monthly and as IDVV may otherwise request) to IDVV and discuss with IDVV and its Representatives concerning the status of the business, condition, assets, liabilities, operations, and financial performance of ModuLink, and promptly notify IDVV of any material change in the business, condition, assets, liabilities, operations, and financial performance of ModuLink, or any event reasonably likely to lead to any such change.

4.2 Operation of the Business.

ModuLink shall ensure that, during the Pre-Closing Period:

(a) It conducts its operations in the Ordinary Course of Business and in the same manner as such operations have been conducted prior to the date of this Agreement;

(b) It uses its commercially reasonable efforts to preserve intact its current business organization, keep available and not terminate the services of its current officers and employees and maintain its relations and goodwill with all suppliers, customers, landlords, creditors, licensors, licensees, employees and other Persons having business relationships with ModuLink;

(c) It does not declare, accrue, set aside or pay any dividend or make any other distribution in respect of any shares of its capital stock, and does not repurchase, redeem or otherwise reacquire any shares of its capital stock or other securities, except with respect to the repurchase of shares of ModuLink Common Stock upon termination of employees at the original purchase price pursuant to agreements existing at the date hereof;

(d) It does not sell or otherwise issue (or grant any warrants, options or other rights to purchase) any shares of capital stock or any other securities, except the issuance of ModuLink Common Stock pursuant to option grants to employees made under the Option Plan in the Ordinary Course of Business;

(e) It does not amend its charter document, corporate governance document or other Organizational Documents, and does not affect or become a party to any recapitalization, reclassification of shares, stock split, reverse stock split or similar transaction;

(f) It does not form any subsidiary or acquire any equity interest or other interest in any other Entity;

(g) It does not establish or adopt any Employee Benefit Plan, and does not pay any bonus or make any profit sharing or similar payment to, or increase the amount of the wages, salary, commissions, fringe benefits or other compensation or remuneration payable to, any of its directors, officers or employees;

(h) It does not change any of its methods of accounting or accounting practices in any respect;

(i) It does not make any Tax election;

(j) It does not commence or take any action or fail to take any action which would result in the commencement of any Proceeding;

(k) It does not (i) acquire, dispose of, transfer, lease, license, mortgage, pledge or encumber any fixed or other assets, other than in the Ordinary Course of Business; (ii) incur, assume or prepay any indebtedness, Indebtedness or obligation or any other liabilities or issue any debt securities, other than in the Ordinary Course of Business; (iii) assume, guarantee, endorse for the obligations of any other person, other than in the Ordinary Course of Business; (iv) make any loans, advances or capital contributions to, or investments in, any other Person, other than in the Ordinary Course of Business; or (v) fail to maintain insurance consistent with past practices for its business and property;

(l) It pays all debts and Taxes, files all of its Tax Returns (as provided herein) and pays or performs all other obligations, when due;

(m) It does not enter into or amend any agreements pursuant to which any other Person is granted distribution, marketing or other rights of any type or scope with respect to any of its services, products or technology;

(n) It does not hire any new officer-level employee;

(o) It does not revalue any of its assets, including, without limitation, writing down the value of inventory or writing off notes or accounts receivable, except as required under GAAP and in the Ordinary Course of Business;

(p) Except as otherwise contemplated hereunder, it does not enter into any transaction or take any other action outside the Ordinary Course of Business; and

(q) It does not enter into any transaction or take any other action that likely would cause or constitute a Breach of any representation or warranty made by it in this Agreement.

4.3 Filings and Consents; Cooperation.

ModuLink shall ensure that:

(a) Each filing or notice required to be made or given (pursuant to any applicable Law, Order or contract, or otherwise) by ModuLink or the Shareholders in connection with the execution and delivery of any of the Transactional Agreements, or in connection with the consummation or performance of the Exchange, is made or given as soon as possible after the date of this Agreement;

(b) Each Consent required to be obtained (pursuant to any applicable Law, Order or contract, or otherwise) by ModuLink or the Shareholders in connection with the execution and delivery of any of the Transactional Agreements, or in connection with the consummation or performance of the Exchange, is obtained as soon as possible after the date of this Agreement and remains in full force and effect through the Closing Date;

(c) It promptly delivers to IDVV a copy of each filing made, each notice given and each Consent obtained by ModuLink during the Pre-Closing Period; and

(d) During the Pre-Closing Period, it and its Representatives cooperate with IDVV and IDVV's Representatives, and prepare and make available such documents and take such other actions as IDVV may request in good faith, in connection with any filing, notice or Consent that IDVV is required or elects to make, give or obtain.

4.4 Notification; Updates to Disclosure Schedules.

(a) During the Pre-Closing Period, ModuLink shall promptly notify IDVV in writing of:

(i) the discovery by it of any event, condition, fact or circumstance that occurred or existed on or prior to the date of this Agreement which is contrary to any representation or warranty made by it in this Agreement or in any of the other Transactional Agreements, or that would upon the giving of notice or lapse of time, result in any of its representations and warranties set forth in this agreement to become untrue or otherwise cause any of the conditions of Closing set forth in Article VI or Article VII not to be satisfied;

(ii) any event, condition, fact or circumstance that occurs, arises or exists after the date of this Agreement (except as a result of actions taken pursuant to the express written consent of IDVV) and that is contrary to any representation or warranty made by it in this Agreement, or that would upon the giving of notice or lapse of time, result in any of its representations and warranties set forth in this agreement to become untrue or otherwise cause any of the conditions of Closing set forth in Article VI or Article VII not to be satisfied;

(b) If any event, condition, fact or circumstances that is required to be disclosed pursuant to Section 4.4(a) requires any material change in the ModuLink Disclosure Schedule, or if any such event, condition, fact or circumstance would require such a change assuming the ModuLink Disclosure Schedule were dated as of the date of the occurrence, existence or discovery of such event, condition, fact or circumstances, then ModuLink, as applicable, shall promptly deliver to IDVV an update to the ModuLink Disclosure Schedule specifying such change (a "Disclosure Schedule Update").

(c) It will promptly update any relevant and material information provided to IDVV after the date hereof pursuant to the terms of this Agreement.

4.5 Commercially Reasonable Efforts.

During the Pre-Closing Period, ModuLink shall use its commercially reasonable efforts to cause the conditions set forth in Article VI and Article VII to be satisfied on a timely basis and so that the Closing can take place on or before May 1, 2025, in accordance with Section 1.5, and shall not take any action or omit to take any action, the taking or omission of which would or could reasonably be expected to result in any of the representations and warranties of ModuLink set forth in this Agreement becoming untrue, or in any of the conditions of Closing set forth in Article VI or Article VII not being satisfied.

4.6 Confidentiality; Publicity.

ModuLink shall ensure that:

(a) It and its Representatives keep strictly confidential the existence and terms of this Agreement prior to the issuance or dissemination of any mutually agreed upon press release or other disclosure of the Exchange; and

(b) neither it nor any of its Representatives issues or disseminates any press release or other publicity or otherwise makes any disclosure of any nature (to any of its suppliers, customers, landlords, creditors or employees or to any other Person) regarding any of the Exchange; except in each case to the extent that it is required by law to make any such disclosure regarding such transactions or as separately agreed by the parties; provided, however, that if it is required by law to make any such disclosure, ModuLink advises IDVV, at least five business days before making such disclosure, of the nature and content of the intended disclosure.

ARTICLE V.

COVENANTS OF IDVV

5.1 Notification.

During the Pre-Closing Period, IDVV shall promptly notify ModuLink in writing of:

(a) the discovery by IDVV of any event, condition, fact or circumstance that occurred or existed on or prior to the date of this Agreement which is contrary to any representation or warranty made by IDVV in this Agreement; and,

(b) any event, condition, fact or circumstance that occurs, arises or exists after the date of this Agreement (except as a result of actions taken pursuant to the written consent of ModuLink) and that is contrary to any representation or warranty made by IDVV in this Agreement;

5.2 Filings and Consents; Cooperation.

IDVV shall ensure that:

(a) Each filing or notice required to be made or given (pursuant to any applicable Law, Order or contract, or otherwise) by IDVV in connection with the execution and delivery of any of the Transactional Agreements, or in connection with the consummation or performance of the Exchange, is made or given as soon as possible after the date of this Agreement;

(b) Each Consent required to be obtained (pursuant to any applicable Law, Order or contract, or otherwise) by IDVV in connection with the execution and delivery of any of the Transactional Agreements, or in connection with the consummation or performance of the Exchange, is obtained as soon as possible after the date of this Agreement and remains in full force and effect through the Closing Date;

(c) IDVV promptly delivers to ModuLink and a copy of each filing made, each notice given and each Consent obtained by IDVV during the Pre-Closing Period; and

(d) During the Pre-Closing Period, IDVV and its Representatives cooperate with ModuLink and their Representatives, and prepare and make available such documents and take such other actions as ModuLink may request in good faith, in connection with any filing, notice or Consent that ModuLink is required or elects to make, give or obtain.

5.3 Commercially Reasonable Efforts.

During the Pre-Closing Period, IDVV shall use its commercially reasonable efforts to cause the conditions set forth in Article VI and Article VII to be satisfied on a timely basis and so that the Closing can take place on or before May 1, 2025, or as soon thereafter as is reasonably practical, in accordance with Section 1.5, and shall not take any action or omit to take any action, the taking or omission of which would or could reasonably be expected to result in any of the representations and warranties or IDVV set forth in this Agreement becoming untrue or in any of the conditions of closing set forth in Article VI or Article VII not being satisfied.

5.4 Disclosure of Confidential Information.

(a) Each of IDVV and the Shareholders acknowledges and agrees that it may receive Confidential Information in connection with this Transaction including without limitation, the ModuLink Disclosure Schedule and any information disclosed during the due diligence process, the public disclosure of which will harm the disclosing party's business. The Receiving Party may use Confidential Information only in connection with the Transaction. The results of the due diligence review may not be used for any other purpose other than in connection with the Transaction. Except as expressly provided in this Agreement, the Receiving Party shall not disclose Confidential Information to anyone without the Disclosing Party's prior written consent. The Receiving Party shall take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Confidential Information, including, at a minimum, those measures it takes to protect its own confidential information of a similar nature. The Receiving Party shall not export

any Confidential Information in any manner contrary to the export regulations of the governmental jurisdiction to which it is subject.

(b) The Receiving Party may disclose Confidential Information as required to comply with binding orders of governmental entities that have jurisdiction over it, provided that the Receiving Party (i) gives the Disclosing Party reasonable notice (to the extent permitted by law) to allow the Disclosing Party to seek a protective order or other appropriate remedy, (ii) discloses only such information as is required by the governmental entity, and (iii) uses commercially reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed.

(c) All Confidential Information shall remain the exclusive property of the Disclosing Party. The Disclosing Party's disclosure of Confidential Information shall not constitute an express or implied grant to the Receiving Party of any rights to or under the Disclosing Party's patents, copyrights, trade secrets, trademarks or other intellectual property rights.

(d) The Receiving Party shall notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement by the Receiving Party. The Receiving Party shall cooperate with the Disclosing Party in every reasonable way to help the Disclosing Party regain possession of such Confidential Information and prevent its further unauthorized use.

(e) The Receiving Party shall return or destroy all tangible materials embodying Confidential Information (in any form and including, without limitation, all summaries, copies and excerpts of Confidential Information) promptly following the Disclosing Party's written request; provided, however, that, subject to the provisions of this Agreement, the Receiving Party may retain one copy of such materials in the confidential, restricted access files of its legal department for use only in the event a dispute arises between the parties related to the Transaction and only in connection with that dispute. At the Disclosing Party's option, the Receiving Party shall provide written certification of its compliance with this Section.

5.5 Indemnification.

(a) Each of ModuLink and the Shareholders, jointly and severally, each shall defend, indemnify and hold harmless IDVV, and its respective employees, officers, directors, stockholders, controlling persons, affiliates, agents, successors and assigns (collectively, the "IDVV Indemnified Persons"), and shall reimburse the IDVV Indemnified Person, for, from and against any loss, liability, claim, damage, expense (including costs of investigation and defense and reasonable attorneys' fees) or diminution of value, whether or not involving a third-party claim (collectively, "Damages"), directly or indirectly, relating to, resulting from or arising out of:

(i) any untrue representations, misrepresentations or breach of warranty by or of ModuLink or the Shareholders contained in or pursuant to this Agreement, and the ModuLink Disclosure Schedule; (ii) any breach or nonfulfillment of any covenant, agreement or other obligation by or of ModuLink or the Shareholders (only to the extent made or occurring prior to or at the Closing) contained in or pursuant to this Agreement, the Transaction Agreements executed by ModuLink or any of the Shareholders in their individual capacity, the ModuLink Disclosure Schedule, or any

of the other agreements, documents, schedules or exhibits to be entered into by ModuLink or any of the Shareholders in their individual capacity pursuant to or in connection with this Agreement;

(iii) all of Pre-Closing liabilities of ModuLink or the Shareholders; and

(iv) any liability, claim, action or proceeding of any kind whatsoever, whether instituted or commenced prior to or after the Closing Date, which directly or indirectly relates to, arises or results from, or occurs in connection with facts or circumstances relating to the conduct of business of ModuLink or the assets of ModuLink, or events or circumstances existing on or prior to the Closing Date.

(b) IDVV shall defend, indemnify and hold harmless ModuLink and its respective affiliates, agents, successors and assigns (collectively, the “ModuLink Indemnified Persons”), and shall reimburse the ModuLink Indemnified Persons, for, from and against any Damages, directly or indirectly, relating to, resulting from or arising out of:

(i) any untrue representation, misrepresentation or breach of warranty by or of IDVV contained in or pursuant to this Agreement;

(ii) any breach or nonfulfillment of any covenant, agreement or other obligations by or of IDVV contained in or pursuant to this Agreement, the Transaction Agreements or any other agreements, documents, schedules or exhibits to be entered into or delivered to pursuant to or in connection with this Agreement.

Notwithstanding anything to the contrary herein, IDVV’s indemnity obligations under this section shall not exceed \$800,000 in the aggregate.

(c) Promptly after receipt by an indemnified Party under Section 5.6 of this Agreement of notice of a claim against it (“Claim”), such indemnified Party shall, if a claim is to be made against an indemnifying Party under such Section, give notice to the indemnifying Party of such Claim, but the failure to so notify the indemnifying Party will not relieve the indemnifying Party of any liability that it may have to any indemnified Party, except to the extent that the indemnifying Party demonstrates that the defense of such action is prejudiced by the indemnified Party’s failure to give such notice.

(d) A claim for indemnification for any matter not involving a third-party claim may be asserted by notice to the Party from whom indemnification is sought.

ARTICLE VI.

CLOSING CONDITIONS OF IDVV

IDVV’s obligations to affect the Closing and consummate the Exchange are subject to the satisfaction of each of the following conditions:

6.1 Accuracy of Representations and Warranties.

The representations and warranties of ModuLink and the Shareholders in this Agreement shall have been true and correct as of the date of this Agreement and shall be true and correct on and as of the Closing. ModuLink and the Shareholders shall have performed all obligations in this Agreement required to be performed or observed by them on or prior to the Closing.

6.2 Additional Conditions to Closing.

(a) All necessary approvals under federal and state securities laws and other authorizations relating to the issuance of the Acquisition Shares and the transfer of the Shares shall have been received.

(b) No preliminary or permanent injunction or other order by any federal, state or foreign court of competent jurisdiction which prohibits the consummation of the Exchange shall have been issued and remain in effect. No statute, rule, regulation, executive order, stay, decree, or judgment shall have been enacted, entered, issued, promulgated or enforced by any court or governmental authority which prohibits or restricts the consummation of the Exchange. All authorizations, consents, orders or approvals of, or declarations or filings with, and all expirations of waiting periods imposed by, any Governmental Body which are necessary for the consummation of the Exchange, other than those the failure to obtain which would not materially adversely affect the consummation of the Exchange or in the aggregate have a material adverse effect on IDVV and its subsidiaries, taken as a whole, shall have been filed, occurred or been obtained (all such permits, approvals, filings and consents and the lapse of all such waiting periods being referred to as the “Requisite Regulatory Approvals”) and all such Requisite Regulatory Approvals shall be in full force and effect.

(c) There shall not be any action taken, or any statute, rule, regulation or order enacted, entered, enforced or deemed applicable to the Exchange, by any Governmental Body which, in connection with the grant of a Requisite Regulatory Approval, imposes any material condition or material restriction upon IDVV or its subsidiaries or ModuLink, including, without limitation, requirements relating to the disposition of assets, which in any such case would so materially adversely impact the economic or business benefits of the Exchange as to render inadvisable the consummation of the Exchange.

6.3 Performance of Agreements.

ModuLink or the Shareholders, as the case may be, shall have executed and delivered each of the agreements, instruments and documents required to be executed and delivered, and performed all actions required to be performed by ModuLink or any of the Shareholders, as the case may be, pursuant to this Agreement, except as IDVV has otherwise consented in writing.

6.4 Consents.

Each of the Consents identified or required to have been identified in the ModuLink

Disclosure Schedule shall have been obtained and shall be in full force and effect, other than those Consents, which have been expressly waived by IDVV.

6.5 No Material Adverse Change and Satisfactory Due Diligence.

There shall not have been any material adverse change in the business, condition, assets, liabilities, operations or financial performance of ModuLink since the date of this Agreement as determined by IDVV in its discretion. IDVV shall be satisfied in all respects with the results of its due diligence review of ModuLink

6.6 ModuLink Closing Certificate.

In addition to the documents required to be received under this Agreement, IDVV shall also have received the following documents:

(a) copies of resolutions of ModuLink, certified by a Secretary, Assistant Secretary or other appropriate officer of ModuLink, authorizing the execution, delivery and performance of this Agreement and other Transactional Agreements;

(b) good standing certificate of ModuLink; and

(c) such other documents as IDVV may request in good faith for the purpose of (i) evidencing the accuracy of any representation or warranty made by ModuLink, (ii) evidencing the compliance by ModuLink, or the performance by ModuLink of, any covenant or obligation set forth in this Agreement or any of the other Transactional Agreements, (iii) evidencing the satisfaction of any condition set forth in Article VII or this Article VI, or (iv) otherwise facilitating the consummation or performance of the Exchange.

6.7 Transactional Agreements.

Each Person (other than IDVV) shall have executed and delivered prior to or on the Closing Date all Transactional Agreements to which it is to be a party.

6.8 Delivery of Stock Certificates, Minute Book and Corporate Seal.

The Directors shall have delivered to IDVV the stock books, stock ledgers, minute books and corporate seals of ModuLink

ARTICLE VII.

CLOSING CONDITIONS OF THE SHAREHOLDERS

The Shareholders' obligations to affect the Closing and consummate the Exchange are subject to the satisfaction of each of the following conditions:

7.1 Accuracy of Representations and Warranties.

The representations and warranties of IDVV in this Agreement shall have been true and correct as of the date of this Agreement and shall be true and correct on and as of the Closing and IDVV shall have performed all obligations in this Agreement required to be performed or observed by them on or prior to the Closing.

7.2 Additional Conditions to Closing.

(a) All necessary approvals under federal and state securities laws and other authorizations relating to the issuance and transfer of the Acquisition Shares by IDVV and the transfer of the Shares by ModuLink shall have been received.

(b) No preliminary or permanent injunction or other order by any federal, state or foreign court of competent jurisdiction which prohibits the consummation of the Exchange shall have been issued and remain in effect. No statute, rule, regulation, executive order, stay, decree, or judgment shall have been enacted, entered, issued, promulgated or enforced by any court or governmental authority which prohibits or restricts the consummation of the Exchange. All Requisite Regulatory Approvals shall have been filed, occurred or been obtained and all such Requisite Regulatory Approvals shall be in full force and effect.

(c) There shall not be any action taken, or any statute, rule, regulation or order enacted, entered, enforced or deemed applicable to the Exchange, by any federal or state Governmental Body which, in connection with the grant of a Requisite Regulatory Approval, imposes any condition or restriction upon the Surviving Corporation or its subsidiaries (or, in the case of any disposition of assets required in connection with such Requisite Regulatory Approval, upon IDVV, its subsidiaries, ModuLink or any of their subsidiaries), including, without limitation, requirements relating to the disposition of assets, which in any such case would so materially adversely impact the economic or business benefits of the Exchange as to render inadvisable the consummation of the Exchange.

7.3 IDVV Closing Certificates.

The Shareholders shall have received the following documents:

(a) copies of resolutions of IDVV, certified by a Secretary, Assistant Secretary or other appropriate officer of IDVV, authorizing the execution, delivery and performance of the Transactional Agreements and the Exchange; and

(b) such other documents as ModuLink may request in good faith for the purpose of (i) evidencing the accuracy of any representation or warranty made by IDVV, (ii) evidencing the compliance by IDVV with, or the performance by IDVV of, any covenant or obligation set forth in this Agreement or any of the other Transactional Agreements, (iii) evidencing the satisfaction of any condition set forth in Article VI or this Article VII, or (iv) otherwise facilitating the consummation or performance of the Exchange.

7.4 No Material Adverse Change.

There shall not have been any material adverse change in IDVV's business, condition, assets, liabilities, operations or financial performance since the date of this Agreement.

7.5 Performance of Agreements.

IDVV shall have executed and delivered each of the agreements, instruments and documents required to be executed and delivered, and performed all actions required by IDVV pursuant to this Agreement, except as ModuLink and the Shareholders have otherwise consented in writing.

7.6 Consents.

Each of the Consents identified or required to have been identified in Section 3.4 shall have been obtained and shall be in full force and effect, other than those Consents the absence of which shall not have a material adverse effect on IDVV.

ARTICLE VIII.

FURTHER ASSURANCES

Each of the parties hereto agrees that it will, from time to time after the date of the Agreement, execute and deliver such other certificates, documents and instruments and take such other action as may be reasonably requested by the other party to carry out the actions and transactions contemplated by this Agreement, including the closing conditions described in Articles VI and VII. ModuLink and the Shareholders shall reasonably cooperate with IDVV in its obtaining of the books and records of ModuLink, or in preparing any solicitation materials to be sent to the shareholders of IDVV in connection with the approval of the Exchange and the transactions contemplated by the Transactional Agreements.

ARTICLE IX.

TERMINATION

9.1 Termination.

This Agreement may be terminated and the Exchange abandoned at any time prior to the Closing Date:

(a) by mutual written consent of IDVV, ModuLink and the Shareholders;

(b) by IDVV if (i) there is a material Breach of any covenant or obligation of ModuLink or the Shareholders; provided however, that if such Breach or Breaches are capable of being cured prior to the Closing Date, such Breach or Breaches shall not have been cured within 10 days of

delivery of the written notice of such Breach, or (ii) IDVV reasonably determines that the timely satisfaction of any condition set forth in Article VI has become impossible or impractical (other than as a result of any failure on the part of IDVV to comply with or perform its covenants and obligations under this Agreement or any of the other Transactional Agreements);

(b) by ModuLink if (i) there is a material Breach of any covenant or obligation of IDVV; provided, however, that if such Breach or Breaches are capable of being cured prior to the Closing Date, such Breach or Breaches shall not have been cured within 10 days of delivery of the written notice of such Breach, or (ii) ModuLink reasonably determines that the timely satisfaction of any condition set forth in Article VII has become impossible or impractical (other than as a result of any failure on the part of ModuLink or any Shareholder to comply with or perform any covenant or obligation set forth in this Agreement or any of the other Transactional Agreements);

(d) by IDVV if the Closing has not taken place on or before May 1, 2025, (except if as a result of any failure on the part of IDVV to comply with or perform its covenants and obligations under this Agreement or in any other Transactional Agreement);

(e) by ModuLink if the Closing has not taken place on or before May 1, 2025 (except if as a result of the failure on the part of ModuLink or the Shareholders to comply with or perform any covenant or obligation set forth in this Agreement or in any other Transactional Agreement);

(f) by any of IDVV, on the one hand or ModuLink, on the other hand, if any court of competent jurisdiction in the United States or other United States governmental body shall have issued an order, decree or ruling or taken any other action restraining, enjoining or otherwise prohibiting the Exchange and such order, decree, ruling or any other action shall have become final and non-appealable; provided, however, that the party seeking to terminate this Agreement pursuant to this clause (f) shall have used all commercially reasonable efforts to remove such order, decree or ruling; or

(g) The parties hereby agree and acknowledge that a breach of the provisions of Articles 4.1, 4.2, 4.3, 4.4 and 4.6 are, without limitation, material Breaches of this Agreement.

9.2 Termination Procedures.

If IDVV wishes to terminate this Agreement pursuant to Section 9.1, IDVV shall deliver to the Shareholders and ModuLink a written notice stating that IDVV is terminating this Agreement and setting forth a brief description of the basis on which IDVV is terminating this Agreement. If ModuLink wishes to terminate this Agreement pursuant to Section 9.1, ModuLink shall deliver to IDVV a written notice stating that ModuLink is terminating this Agreement and setting forth a brief description of the basis on which ModuLink is terminating this Agreement.

9.3 Effect of Termination.

In the event of termination of this Agreement as provided above, this Agreement shall forthwith have no further effect. Except for a termination resulting from a Breach by a party to this Agreement, there shall be no liability or obligation on the part of any party hereto. In the event of

a breach, the remedies of the non-breaching party shall be to seek damages from the breaching party or to obtain an order for specific performance, in addition to or in lieu of other remedies provided herein. Upon request after termination, each party will redeliver or, at the option of the party receiving such request, destroy all reports, work papers and other material of any other party relating to the Exchange, whether obtained before or after the execution hereof, to the party furnishing same; provided, however, that ModuLink and the Shareholders shall, in all events, remain bound by and continue to be subject to Section 4.6 and all parties shall in all events remain bound by and continue to be subject to Section 5.4 and 5.5.

Notwithstanding the above, both IDVV, on the one hand, and ModuLink and the Shareholders, on the other hand, shall be entitled to announce the termination of this Agreement by means of a mutually acceptable press release.

ARTICLE X.

MISCELLANEOUS

10.1 Survival of Representations and Warranties.

All representations and warranties of ModuLink and the Shareholders in this Agreement and the ModuLink Disclosure Schedule shall survive shall survive indefinitely. The right to indemnification, reimbursement or other remedy based on such representations and warranties will not be affected by any investigation conducted by the parties.

10.2 Expenses.

Except as otherwise set forth herein, each of the parties to the Exchange shall bear its own expenses incurred in connection with the negotiation and consummation of the transactions contemplated by this Agreement.

10.3 Entire Agreement.

This Agreement and the other Transactional Agreements contain the entire agreement of the parties hereto, and supersede any prior written or oral agreements between them concerning the subject matter contained herein, or therein. There are no representations, agreements, arrangements or understandings, oral or written, between the parties to this Agreement, relating to the subject matter contained in this Agreement and the other Transaction Agreements, which are not fully expressed herein or therein. The schedules and each exhibit attached to this Agreement or delivered pursuant to this Agreement are incorporated herein by this reference and constitute a part of this Agreement.

10.4 Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

10.5 Descriptive Headings.

The Article and Section headings in this Agreement are for convenience only and shall not affect the meanings or construction of any provision of this Agreement.

10.6 Notices.

Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed sufficiently given on the earlier to occur of the date of personal delivery, the date of receipt or three (3) days after posting by overnight courier or registered or certified mail, postage prepaid, addressed as follows:

If to IDVV:

Unit 2, Level 6, Westin Centre, 26 Hung To Road, Kwun Tong, Hong Kong

If to ModuLink:

Unit 2, Level 6, Westin Centre, 26 Hung To Road, Kwun Tong, Hong Kong

If to the Shareholders:

c/o ModuLink Corporation Limited

Unit 2, Level 6, Westin Centre, 26 Hung To Road, Kwun Tong, Hong Kong; or

To such address or addresses as a party shall have previously designated by notice to the sender given in accordance with this section.

10.7 Choice of Law.

This Agreement shall be construed in accordance with and governed by the laws of the State of Nevada without regard to choice of law principles. Each of the parties hereto consents to the jurisdiction of the courts of Hong Kong Special Administrative Region.

10.8 Binding Effect; Benefits.

This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any Person other than the parties or their respective successors and permitted assigns, the Shareholders and other Persons expressly referred to herein, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

10.9 Assignability.

Neither this Agreement nor any of the parties' rights hereunder shall be assignable by any party without the prior written consent of the other parties and any attempted assignment without

such consent shall be void.

10.10 Waiver and Amendment.

Any term or provision of this Agreement may be waived at any time by the party, which is entitled to the benefits thereof. The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach. The parties may, by mutual agreement in writing, amend this Agreement in any respect. ModuLink and the Shareholders hereby acknowledge their intent that this Agreement includes as a party any holder of capital stock in ModuLink at the time of Closing. IDVV, ModuLink and the Shareholders therefore agree that this Agreement may be amended, without the further consent of any party to this Agreement, (i) to add as a new Shareholder any existing shareholder of ModuLink and (ii) to modify Annex A to reflect the addition of such shareholder.

10.11 Attorney' Fees.

In the event of any action or proceeding to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' and experts' fees and costs, in addition to such other relief as may be granted.

10.12 Severability.

If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

10.13 Construction.


In executing this Agreement, the parties severally acknowledge and represent that each: (a) has fully and carefully read and considered this Agreement; (b) has or has had the opportunity to consult independent legal counsel regarding the legal effect and meaning of this document and all terms and conditions hereof; (c) has been afforded the opportunity to negotiate as to any and all terms hereof; and (d) is executing this Agreement voluntarily, free from any influence, coercion or duress of any kind. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction will be applied against any party.

[signature page follows]


IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the day and year first above written.

IDVV:

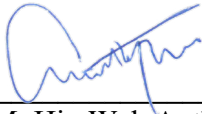
INTERNATIONAL ENDEAVORS CORPORATION

By: 
Name: FU, Wah
Title: Chief Executive Officer

MODULINK INVESTMENT LIMITED

By: 
Name: AU-YEUNG, Sai Kit
Title: Director

MODULINK SHAREHOLDER:



TAM, Hin Wah Anthony

Number of shares of ModuLink to be selling: 3,000

Number of Common Stock of IDVV to be receiving: 707,013,618

MODULINK SHAREHOLDER:




AU-YEUNG, Sai Kit

Number of shares of ModuLink to be selling: 1,500

Number of Common Stock of IDVV to be receiving: 353,506,809

MODULINK SHAREHOLDER:



FU, Wah

Number of shares of ModuLink to be selling: 1,500

Number of Common Stock of IDVV to be receiving: 353,506,809

MODULINK SHAREHOLDER:




YEUNG, Hoi Sang

Number of shares of ModuLink to be selling: 700

Number of Common Stock of IDVV to be receiving: 164,969,845

MODULINK SHAREHOLDER:



MOK, Yi Kwo

Number of shares of ModuLink to be selling: 600

Number of Common Stock of IDVV to be receiving: 141,402,724

MODULINK SHAREHOLDER:



MA, Ho Wai Ethan

Number of shares of ModuLink to be selling: 500

Number of Common Stock of IDVV to be receiving: 117,835,603

MODULINK SHAREHOLDER:



CHONG, Chun Yin

Number of shares of ModuLink to be selling: 500

Number of Common Stock of IDVV to be receiving: 117,835,603

MODULINK SHAREHOLDER:



POON, Ka Bo Louis Lois

Number of shares of ModuLink to be selling: 250

Number of Common Stock of IDVV to be receiving: 58,917,802

MODULINK SHAREHOLDER:



LO, Ngai Man

Number of shares of ModuLink to be selling: 250

Number of Common Stock of IDVV to be receiving: 58,917,802

MODULINK SHAREHOLDER:

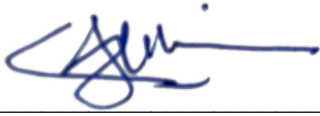


LAU, Lai Wah

Number of shares of ModuLink to be selling: 300

Number of Common Stock of IDVV to be receiving: 70,701,362

MODULINK SHAREHOLDER:

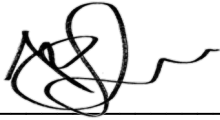


LEE, Hui Meng

Number of shares of ModuLink to be selling: 100

Number of Common Stock of IDVV to be receiving: 23,567,121

MODULINK SHAREHOLDER:



LEE, Kwok Chung

Number of shares of ModuLink to be selling: 200

Number of Common Stock of IDVV to be receiving: 47,134,242

MODULINK SHAREHOLDER:

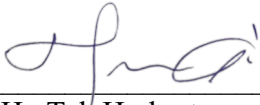


TSANG, Chiu Wah

Number of shares of ModuLink to be selling: 200

Number of Common Stock of IDVV to be receiving: 47,134,242

MODULINK SHAREHOLDER:

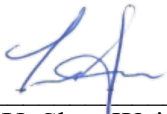


LI, Ho Tak Herbert

Number of shares of ModuLink to be selling: 100

Number of Common Stock of IDVV to be receiving: 23,567,121

MODULINK SHAREHOLDER:



LAU, Shun Wai

Number of shares of ModuLink to be selling: 100

Number of Common Stock of IDVV to be receiving: 23,567,121

MODULINK SHAREHOLDER:



CHEUNG, Tsz Kin Jimmy

Number of shares of ModuLink to be selling: 100

Number of Common Stock of IDVV to be receiving: 23,567,121

MODULINK SHAREHOLDER:



KWONG, Wan Keung

Number of shares of ModuLink to be selling: 100

Number of Common Stock of IDVV to be receiving: 23,567,121

EXHIBIT A

CERTAIN DEFINITIONS

For purposes of the Agreement (including this Exhibit A):

Agreement. “Agreement” shall mean the Share Exchange Agreement to which this Exhibit A is attached (including all Disclosure Schedules and all Exhibits), as it may be amended from time to time.

Approved Plans. “Approved Plans” shall mean a stock option or similar plan for the benefit of employees or others, which has been approved by the shareholders of ModuLink

ModuLink Shares of Common Stock. “ModuLink Shares of Common Stock” shall mean the shares of common stock of ModuLink

Breach. There shall be deemed to be a “Breach” of a representation, warranty, covenant, obligation or other provision if there is or has been any inaccuracy in or breach of, or any failure to comply with or perform, such representation, warranty, covenant, obligation or other provision.

Certificates. “Certificates” shall have the meaning specified in Section 1.3 of the Agreement.

Closing. “Closing” shall have the meaning specified in Section 1.5 of the Agreement.

Closing Date. “Closing Date” shall have the meaning specified in Section 1.5 of the Agreement.

Code. “Code” shall mean the Internal Revenue Code of 1986 or any successor law, and regulations issued by the IRS pursuant to the Internal Revenue Code or any successor law.

Confidential Information. “Confidential Information” shall mean all nonpublic information disclosed by one party or its agents (the “Disclosing Party”) to the other party or its agents (the “Receiving Party”) that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. Confidential Information includes, without limitation (i) nonpublic information relating to the Disclosing Party’s technology, customers, vendors, suppliers, business plans, intellectual property, promotional and marketing activities, finances, agreements, transactions, financial information and other business affairs, and (ii) third-party information that the Disclosing Party is obligated to keep confidential.

Confidential Information does not include any information that (i) is or becomes publicly available without breach of this Agreement, (ii) can be shown by documentation to have been known to the Receiving Party at the time of its receipt from the Disclosing Party, (iii) is received from a third party who, to the knowledge of the Receiving Party, did not acquire or disclose such information by a wrongful or tortious act, or (iv) can be shown by documentation to have been

independently developed by the Receiving Party without reference to any Confidential Information.

Consent. “Consent” shall mean any approval, consent, ratification, permission, waiver or authorization (including any Governmental Authorization).

Disclosure Schedule Update. “Disclosure Schedule Update” shall have the meaning specified in Section 4.4 of the Agreement.

Entity. “Entity” shall mean any corporation (including any nonprofit corporation), general partnership, limited partnership, limited liability partnership, joint venture, estate, trust, cooperative, foundation, society, political party, union, company (including any limited liability company or joint stock company), firm or other enterprise, association, organization or entity.

Environmental Laws. “Environmental Laws” shall mean any Law or other requirement relating to the protection of the environment, health, or safety from the release or disposal of hazardous materials.

Environmental Permit. “Environmental Permit” means all licenses, permits, authorizations, approvals, franchises and rights required under any applicable Environmental Law or Order.

Equity Securities. “Equity Security” shall mean any stock or similar security, including, without limitation, securities containing equity features and securities containing profit participation features, or any security convertible into or exchangeable for, with or without consideration, any stock or similar security, or any security carrying any warrant, right or option to subscribe to or purchase any shares of capital stock, or any such warrant or right.

Exchange Act. “Exchange Act” means the United States Securities Exchange Act of 1934, as amended.

GAAP. “GAAP” shall mean United States Generally Accepted Accounting Principles, applied on a consistent basis.

Governmental Authorization. “Governmental Authorization” shall mean any:

(F) permit, license, certificate, franchise, concession, approval, consent, ratification, permission, clearance, confirmation, endorsement, waiver, certification, designation, rating, registration, qualification or authorization that is issued, granted, given or otherwise made available by or under the authority of any Governmental Body or pursuant to any Law; or

(b) right under any contract with any Governmental Body.

Governmental Body. “Governmental Body” shall mean any:

(F) nation, principality, state, commonwealth, province, territory, county, municipality, district or other jurisdiction of any nature;

(b) federal, state, local, municipal, foreign or other government;

(c) governmental or quasi-governmental authority of any nature (including any governmental division, subdivision, department, agency, bureau, branch, office, commission, council, board, instrumentality, officer, official, representative, organization, unit, body or Entity and any court or other tribunal); or

(d) individual, Entity or body exercising, or entitled to exercise, any executive, legislative, judicial, administrative, regulatory, police, military or taxing authority or power of any nature, including any court, arbitrator, administrative agency or commissioner, or other governmental authority or instrumentality.

IDVV. “IDVV” shall have the meaning specified in the first paragraph of the Agreement.

IDVV Common Stock. “IDVV Common Stock” shall mean the shares of common stock of IDVV.

Indebtedness. “Indebtedness” shall mean any obligation, contingent or otherwise. Any obligation secured by a Lien on, or payable out of the proceeds of, or production from, property of the relevant party will be deemed to be Indebtedness.

Intellectual Property. “Intellectual Property” means all industrial and intellectual property, including, without limitation, all U.S. and non-U.S. patents, patent applications, patent rights, trademarks, trademark applications, common law trademarks, Internet domain names, trade names, service marks, service mark applications, common law service marks, and the goodwill associated therewith, copyrights, in both published and unpublished works, whether registered or unregistered, copyright applications, franchises, licenses, know-how, trade secrets, technical data, designs, customer lists, confidential and proprietary information, processes and formulae, all computer software programs or applications, layouts, inventions, development tools and all documentation and media constituting, describing or relating to the above, including manuals, memoranda, and records, whether such intellectual property has been created, applied for or obtained anywhere throughout the world.

Knowledge. A corporation shall be deemed to have “knowledge” of a particular fact or matter only if a director or officer of such corporation has, had or should have had knowledge of such fact or matter.

Laws. “Laws” means, with respect to any Person, any U.S. or non-U.S. federal, national, state, provincial, local, municipal, international, multinational or other law (including common law), constitution, statute, code, ordinance, rule, regulation or treaty applicable to such Person.

Lien. “Lien” shall mean any mortgage, pledge, security interest, encumbrance, lien or charge, right of first refusal, encumbrance or other adverse claim or interest of any kind, including, without limitation, any conditional sale or other title retention agreement, any lease in the nature thereof and the filing of or agreement to give any financing statement under the Uniform

Commercial Code of any jurisdiction and including any lien or charge arising by Law.

Material Adverse Effect. “Material Adverse Effect” means any change, effect or circumstance which, individually or in the aggregate, would reasonably be expected to (a) have a material adverse effect on the business, assets, financial condition or results of operations of the affected party, in each case taken as a whole or (b) materially impair the ability of the affected party to perform its obligations under this Agreement and the Transaction Agreements, excluding any change, effect or circumstance resulting from (i) the announcement, pendency or consummation of the transactions contemplated by this Agreement, (ii) changes in the United States securities markets generally, or (iii) changes in general economic, currency exchange rate, political or regulatory conditions in industries in which the affected party operates.

Material Contract. “Material Contract” means any and all agreements, contracts, arrangements, understandings, leases, commitments or otherwise, providing for potential payments by or to the company in excess of \$1,000, and the amendments, supplements and modifications thereto.

ModuLink Disclosure Schedule. “ModuLink Disclosure Schedule” shall have the meaning specified in introduction to Article II of the Agreement.

Order. “Order” shall mean any award, decision, injunction, judgment, order, ruling, subpoena, or verdict entered, issued, made, or rendered by any Governmental Body.

Ordinary Course of Business. “Ordinary Course of Business” shall mean an action taken by ModuLink if (i) such action is taken in normal operation, consistent with past practices, (ii) such action is not required to be authorized by the Shareholders, Board of Directors or any committee of the Board of the Directors or other governing body of ModuLink and (iii) does not require any separate or special authorization or consent of any nature by any Governmental Body or third party.

Permitted Liens. “Permitted Liens” shall mean (a) Liens for Taxes not yet payable or in respect of which the validity thereof is being contested in good faith by appropriate proceedings and for the payment of which the relevant party has made adequate reserves; (b) Liens in respect of pledges or deposits under workmen’s compensation laws or similar legislation, carriers, warehousemen, mechanics, laborers and materialmen and similar Liens, if the obligations secured by such Liens are not then delinquent or are being contested in good faith by appropriate proceedings conducted and for the payment of which the relevant party has made adequate reserves; and (c) statutory Liens incidental to the conduct of the business of the relevant party which were not incurred in connection with the borrowing of money or the obtaining of advances or credits and that do not in the aggregate materially detract from the value of its property or materially impair the use thereof in the operation of its business.

Person. “Person” shall mean any individual, Entity or Governmental Body.

Pre-Closing Period. “Pre-Closing Period” shall mean the period commencing as of the date of the Agreement and ending on the Closing Date.

Proceeding. “Proceeding” shall mean any action, suit, litigation, arbitration, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding and any informal proceeding), prosecution, contest, hearing, inquiry, inquest, audit, examination or investigation, commenced, brought, conducted or heard by or before, or otherwise has involved, any Governmental Body or any arbitrator or arbitration panel.

Representatives. “Representatives” of a specified party shall mean officers, directors, employees, attorneys, accountants, advisors and representatives of such party, including, without limitation, all subsidiaries of such specified party, and all such Persons with respect to such subsidiaries. The Related Persons of ModuLink shall be deemed to be “Representatives” of ModuLink, as applicable.

SEC. “SEC” shall mean the United States Securities and Exchange Commission.

Securities Act. “Securities Act” shall mean the United States Securities Act of 1933, as amended.

Taxes. “Taxes” shall mean all foreign, federal, state or local taxes, charges, fees, levies, imposts, duties and other assessments, as applicable, including, but not limited to, any income, alternative minimum or add-on, estimated, gross income, gross receipts, sales, use, transfer, transactions, intangibles, ad valorem, value-added, franchise, registration, title, license, capital, paid-up capital, profits, withholding, payroll, employment, unemployment, excise, severance, stamp, occupation, premium, real property, recording, personal property, federal highway use, commercial rent, environmental (including, but not limited to, taxes under Section 59A of the Code) or windfall profit tax, custom, duty or other tax, governmental fee or other like assessment or charge of any kind whatsoever, together with any interest, penalties or additions to tax with respect to any of the foregoing; and “Tax” means any of the foregoing Taxes.

Tax Group. “Tax Group” shall mean any federal, state, local or foreign consolidated, affiliated, combined, unitary or other similar group of which ModuLink is now or was formerly a member.

Tax Return. “Tax Return” shall mean any return, declaration, report, claim for refund or credit, information return, statement or other similar document filed with any Governmental Body with respect to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

Transaction Agreements. “Transactional Agreements” shall mean this Agreement and any agreement or document to be executed pursuant to this Agreement.

ANNEX A

Stockholder	Number of Shares of Common Stock of ModuLink Held	Number of Shares of Common Stock of ModuLink To Be Exchanged	Number of Shares of Common Stock of IDVV To Be Issued
TAM, Hin Wah Anthony	3,000	3,000	707,013,618
AU-YEUNG, Sai Kit	1,500	1,500	353,506,809
FU, Wah	1,500	1,500	353,506,809
YEUNG, Hoi Sang	700	700	164,969,845
MOK, Yi Kwo	600	600	141,402,724
MA, Ho Wai Ethan	500	500	117,835,603
CHONG, Chun Yin	500	500	117,835,603
POON, Ka Bo Louis Lois	250	250	58,917,802
LO, Ngai Man	250	250	58,917,802
LAU, Lai Wah	300	300	70,701,362
LEE, Hui Meng	100	100	23,567,121
LEE, Kwok Chung	200	200	47,134,242
TSANG, Chiu Wah	200	200	47,134,242
LI, Ho Tak Herbert	100	100	23,567,121
LAU, Shun Wai	100	100	23,567,121
CHEUNG, Tsz Kin Jimmy	100	100	23,567,121
KWONG, Wan Keung	100	100	23,567,121
Total	10,000	10,000	2,356,712,066