Execution Version

ROLLOVER AGREEMENT

THIS ROLLOVER AGREEMENT (this "**Agreement**") is made and entered into as of June 23, 2025 by and between Rays of Belief Limited, a company registered in India (the "**Company**"), and Dr. Saju S. Eapen, an individual resident of the Commonwealth of Virginia (the "**Investor**"). Certain capitalized terms used in this Agreement, not otherwise defined herein, shall have the meanings set forth in the SPA (as defined below). Subject to Section 8 hereof, this Agreement shall be a binding obligation of the parties on the date hereof, but the Rollover (as defined below) shall become effective immediately prior to the Effective Time upon the Closing Date.

RECITALS:

A. The Investor is currently a stockholder of Mom's Belief US, Inc., a Delaware corporation (the "**Target**"), and is the owner of 1,000,000 shares of common stock, par value $0.0001 per share, of the Target (the "**Target Common Stock**").

B. The Company has entered into that certain Stock Purchase Agreement (as it may be amended from time to time, the "**SPA**"), dated as of April 18, 2025, by and among the Company, the Investor, and the Target pursuant to which the Investor would sell all of the issued and outstanding shares of capital stock of the Target to the Company (the "**Stock Purchase**").

C. In connection with the transactions contemplated by the SPA (the "**Contemplated Transactions**"), the Investor desires, to contribute to the Company 200,000 shares of Target Common Stock held by the Investor (the "**Exchange Shares**") in exchange for equity interests in the Company, and Company desires to issue such equity interests to the Investor in consideration for the contribution of the Exchange Shares, all on the terms and conditions set forth in this Agreement.

D. The Investor believes that it is in its best interests to enter into this Agreement and consummate the transactions contemplated hereby and by the SPA.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Acquisition of Rollover Shares.

(a) Immediately prior to the Effective Time (as such term is defined in the SPA), the Investor shall surrender to the Company the Investor's Exchange Shares (and the certificate(s) representing such Exchange Shares accompanied by duly executed stock powers), free and clear of all Encumbrances and, simultaneously with such surrender, the Company shall issue to the Investor a certain number of shares of the Company's Common Stock (the "**Rollover Shares**") (the "**Rollover**"). Such Rollover Shares issued to the Investor shall have an aggregate dollar value equal to Three Hundred Thousand and Zero Dollars ($300,000.00).

(b) In connection with the acquisition of the Rollover Shares hereunder, and the execution, delivery and performance of this Agreement and the other Transaction Documents to which the Investor is a party, the Investor represents and warrants to the Company that:

(i) The Investor is acquiring the Rollover Shares for investment for its own account, not as a nominee or agent, and not with the view to, or for resale in connection with, any distribution thereof. The Investor understands that the offer and sale of the Rollover Shares have not been, and will not be, registered under the Securities Act by reason of a specific exemption from the registration provisions of the Securities Act, the availability of which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of the Investor's representations as expressed herein. The Investor is an "accredited investor" within the meaning of Regulation D, Rule 501(a), promulgated by the Securities and Exchange Commission.

(ii) The Investor has had an opportunity to ask questions and receive answers concerning the terms and conditions of the offering of Rollover Shares and has had full access to such other information concerning the Company as he has requested.

(iii) The Investor has had the opportunity to consult its own tax advisors with respect to the tax consequences to himself of the purchase, receipt or ownership of the Rollover Shares, including the tax consequences under federal, state, local, and other income tax laws of the United States or any other country and the possible effects of changes in such tax laws. The Investor acknowledges that none of the Company, its subsidiaries, Affiliates, successors, beneficiaries, heirs and assigns and its and their past and present directors, officers, employees, and agents (including, without limitation, their attorneys) makes or has made any representations or warranties to the Investor regarding the tax consequences to the Investor of the purchase, receipt or ownership of the Rollover Shares, including the tax consequences under federal, state, local and other tax laws of the United States or any other country and the possible effects of changes in such tax laws.

(iv) The Investor is the legal and beneficial owner of the Exchange Shares as set forth opposite its name on Exhibit A attached hereto, free and clear of any Encumbrances.

(v) This Agreement constitutes the legal, valid and binding obligation of the Investor, enforceable in accordance with its terms (except as enforceability may be limited by principles of public policy, applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other similar laws affecting the enforcement of creditors' rights and remedies generally or general principles of equity (regardless of whether considered and applied in a proceeding at law or in equity)), and the execution, delivery and performance of this Agreement by the Investor does not and will not conflict with, violate or cause a breach of any agreement, contract or instrument to which the Investor is a party or any judgment, order or decree to which the Investor is subject, except for (a) such conflicts, violations or breaches which would not, individually or in the aggregate, adversely affect the ability of the Investor to fully perform its covenants and obligations hereunder and (b) as set forth on Schedule 1(b)(v) hereto.

(vi) The Investor is sophisticated in financial matters and is able to evaluate the risks and benefits of the investment in the Rollover Shares.

(vii) The Investor acknowledges that none of the Company or any of its officers, directors, representatives or Affiliates has given the Investor any investment advice, credit information, or opinion on whether the contribution of the Exchange Shares in exchange for the Rollover Shares is prudent. The Investor has not relied on the Company to furnish or make available any documents or other information regarding the credit, affairs, financial condition or business of the Company, or any other matter concerning the Company. Except as set forth herein, the Company acknowledges none of the Company or any of its officers, directors, representatives or Affiliates has made any representation or warranty to the Investor.

(c) Upon execution of this Agreement by the Investor, the Investor's spouse, if any, shall execute the Spousal Consent in the form of Exhibit B attached hereto.

(d) Conditions to the Obligations of the Investor Hereunder. The obligations of the Investor to consummate the transactions contemplated by this Section 1 of this Agreement shall be subject to and conditioned upon the following: (i) the representations and warranties of the Company set forth in this Agreement being true and correct in all material respects at and as of the Closing as if made at and as of the Closing, (ii) the Company's compliance in all material respects with its obligations hereunder, (iii) the absence of any prohibition against the consummation of the transactions contemplated hereby by any applicable law, statute, rule, regulation, judgment or order of any governmental authority of competent jurisdiction, and (iv) the satisfaction or waiver by the Company and/or the Target, as applicable, of all of the conditions to the consummation of the Stock Purchase (as set forth in the SPA). The Investor shall use its commercially reasonable efforts to cause the conditions above to be satisfied, and in no event may the Investor rely on any condition set forth above to be satisfied if such failure was caused by the Investor's failure to use its commercially reasonable efforts to so cause the applicable condition to be satisfied.

2. Restrictions on Transfer of Exchange Shares and Rollover Shares.

(a) Restriction on Transfer of Exchange Shares. During the period from the date of this Agreement through the Effective Time, the Investor shall not, directly or indirectly, cause or permit any Transfer of any of the Exchange Shares to be effected.

(b) Restriction on Transfer of Rollover Shares. From and after the Effective Time, the Transfer of the Rollover Shares shall be governed by the terms and conditions of the Articles of Association.

3. Representations and Warranties of the Company. As a material inducement to the Investor to enter into this Agreement and acquire the Rollover Shares, the Company hereby represents and warrants to the Investor that:

(a) Organization and Corporate Power. The Company is a corporation duly organized, validly existing and in good standing under the laws of the Republic of India under the provisions of the Companies Act, 2013, having corporate identification number U85110DL2017PTC322623 with its registered office at J-1919, Basement, Chitranjan Park, South Delhi, New Delhi, India- 110 019. The Company has the absolute and unrestricted right, power and authority to perform its obligations under this Agreement. The copies of the Company's certificate of incorporation and bylaws which have been furnished to the Investor's counsel reflect all amendments made thereto at any time prior to the date of this Agreement and are correct and complete.

(b) Capital Stock and Related Matters.

(i) As of the Closing, all of the outstanding shares of the Company's capital stock (including the Rollover Shares) shall be duly authorized, validly issued, fully paid and nonassessable, and the Rollover Shares shall be free and clear of any Encumbrances (except as set forth in the Stockholders Agreement and the Registration Rights Agreement).

(ii) There are no statutory or, to the Company's knowledge, contractual stockholders' preemptive rights or rights of refusal with respect to the issuance of the Rollover Shares hereunder, except as expressly contemplated in the Stockholders Agreement. To the Company's knowledge, the Company has not violated any applicable federal or state securities laws in connection with the offer, sale or issuance of any of its capital stock, and the offer, sale and issuance of the Rollover Shares hereunder do not and will not require registration under the Securities Act or any applicable state securities laws.

(c) Authorization; No Breach. The execution, delivery and performance by the Company of the Transaction Documents to which the Company is a party have been duly authorized by any necessary action on the Company and its Board. The SPA and this Agreement constitute the legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, subject to: **(i)** laws of general application relating to bankruptcy, insolvency and the relief of debtors; and **(ii)** rules of law governing specific performance, injunctive relief and other equitable remedies. The execution and delivery of the SPA by the Company; the offering, sale and issuance of the Rollover Shares hereunder; and the fulfillment of and compliance with the respective terms hereof and thereof by the Company do not and will not will: **(1)** conflict with or result in any breach of the certificate of incorporation or bylaws of the Company; **(2)** result in a material default by the Company under any contract to which the Company is a party, or **(3)** result in a material violation by the Company of any Legal Requirement or any order, writ, injunction, judgment or decree to which the Company is subject.

Assuming (A) the Investor satisfies its obligations with respect to the Rollover, the Investor shall hold at least 0.75% of the total equity shares of the Company at the Effective Time.

4. Consent and Waiver. The Investor hereby waives any and all rights to contest or object to the execution and delivery of the SPA the actions of the Board of Directors of the Target in approving and recommending the Stock Purchase, the consummation of the Stock Purchase and the other transactions provided for in the SPA, or to seek damages or other legal or equitable relief in connection therewith. If the Stock Purchase is consummated, then the Investors' right to the Rollover Shares on the terms and subject to the conditions set forth herein and in the SPA shall constitute the Investor's sole and exclusive right against the Company in respect of the Investor's ownership of the Exchange Shares or status as a stockholder of the Target in respect of the Exchange Shares or any agreement or instrument with the Target pertaining to the Exchange Shares or the Investor's status as a stockholder of the Target in respect of the Exchanges Shares. Furthermore, the Investor hereby represents and warrants to the Company that (a) he is not aware of any claims or causes of action that he may have against the Target for any period up to and through the date hereof, except for its right to be paid wages and expense reimbursements in the ordinary course of the Target's business; and (b) he has no present intention to pursue any Actions against the Target or any of its Affiliates.

5. Support of the Transaction. The Investor and the Company shall use commercially reasonable efforts to assemble, prepare and file any information (and, as needed, to supplement such information) as may be reasonably necessary to obtain as promptly as practicable all governmental and regulatory consents required to be obtained in connection with the Rollover.

6. Notices. Any notice or other communication required or permitted to be delivered to any party under this Agreement shall be in writing and shall be deemed properly delivered, given and received when delivered by hand, by registered mail, by courier or express delivery service or by facsimile to the address or facsimile telephone number set forth beneath the name of such party below (or to such other address or facsimile telephone number as such party shall have specified in a written notice given to the other parties hereto):

If to the Company:	Rays of Belief Limited T 181 DLF Phase 3 Nathupur, Near Cyber City Gurugram, Haryana 122001 India Email: nbindlish@momsbelief.com Attention: Dr. Nitin Bindlish
with a copy to:	Margolis PLLC 700 Rosemary Ave #204 West Palm Beach, FL 33401Email: matthew@margolispllc.com Attention: Matthew Margolis
If to the Investor:	Dr. Saju S. Eapen 1505 Franklin Road SW Roanoke, Virginia 24016 Email: sseapen@gmail.com
with a copy to:	Mitchell Kilgore, A Professional Corporation 1700 Kraft Drive, Suite 2000 Blacksburg, Virginia 24060 Email: Jeff.Mitchell@mitchellkilgore.com Attention: Jeffery K. Mitchell, Esq.

7. General Provisions.

(a) Tax Treatment. Each of the parties hereto intends that the transactions contemplated by Section 1 qualify as part of an exchange of property for stock under Section 351 of the Code and agrees to report the transactions contemplated by this Agreement in a manner consistent with the intent of the parties hereto, and to not take a position inconsistent herewith. Each of the parties hereto shall prepare and file all tax returns in a manner consistent with such treatment, including filing the statements required by Treasury Regulation §1.351-3 with its federal income tax return filed for the taxable year in which includes the date of the Closing, and to comply with the record keeping requirements of Treasury Regulation §1.351-3.

(b) Agreements Unchanged. Nothing in this Agreement shall amend, modify, alter or change any of the parties' rights or obligations under the SPA. For purposes of clarity, the Investor reaffirms the representations and warranties being made in the SPA with respect to the Company Common Stock, which includes the Exchange Shares.

(c) Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

(d) Complete Agreement. This Agreement and the SPA and other documents of even date herewith executed in connection with the SPA embody the complete agreement and understanding among the parties and supersede and preempt any prior understandings, agreements or representations by or among the parties, written or oral, which may have related to the subject matter hereof in any way.

(e) Counterparts. This Agreement may be executed in separate counterparts (including by means of facsimile or portable document file (.pdf)), each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

(f) Successors and Assigns. Except as otherwise provided herein, this Agreement shall bind and inure to the benefit of and be enforceable by the Investor and the Company and their respective successors and assigns (including subsequent holders of Rollover Shares).

(g) Applicable Law; Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws. In any action or suit between any of the parties arising out of or relating to this Agreement or any of the transactions contemplated by this Agreement: **(i)** each of the parties irrevocably and unconditionally consents and submits to the exclusive jurisdiction and venue of the state and federal courts located in the State of Delaware; and **(ii)** each of the parties irrevocably waives the right to trial by jury.

(h) Remedies. Each of the parties to this Agreement will be entitled to enforce its rights under this Agreement specifically, to recover damages and costs (including attorneys' fees) caused by any breach of any provision of this Agreement and to exercise all other rights existing in its favor. The parties hereto agree and acknowledge that money damages will not be an adequate remedy for any breach of the provisions of this Agreement and that any party may in its sole discretion apply to any court of law or equity of competent jurisdiction in the State of Delaware (as set forth above) (without posting any bond or deposit) for specific performance and/or other injunctive relief in order to enforce or prevent any violations of the provisions of this Agreement.

(i) Amendment and Waiver. The provisions of this Agreement may be amended and waived only with the prior written consent of the Company (through its Board) and the Investor.

(j) No Inducement. The Investor hereby represents and warrants that he has not been induced to agree to and execute this Agreement by any statement, act or representation of any kind or character by anyone, except as contained herein. The Investor further represents that he has fully reviewed this Agreement and has full knowledge of its terms, and executes this Agreement of its own choice and free will, after having received the advice of its attorney(s).

(k) Business Days. If any time period for giving notice or taking action hereunder expires on a day which is a Saturday, Sunday or holiday in the state in which the Company's chief executive office is located, the time period shall be automatically extended to the business day immediately following such Saturday, Sunday or holiday.

(l) Code § 409A Amendment. The Company and the Investor agree to cooperate to amend this Agreement to the extent reasonably necessary to avoid imposition of any additional tax or income recognition prior to actual payment to the Investor under Code §409A and any temporary or final treasury regulations and Internal Revenue Service guidance thereunder, but only to the extent such amendment would not (and could not) have an adverse effect on the Company and would not provide the Investor with any additional rights, in each case as determined by the Company in its sole discretion.

(m) Adjustments of Numbers. All numbers set forth herein that refer to share prices or amounts will be appropriately adjusted to reflect stock splits, stock dividends, combinations of shares and other recapitalizations affecting the subject class of stock.

8. Effectiveness. This Agreement shall be a binding obligation of the parties as of the date it is executed but not effective until immediately prior to the Effective Time; provided that (a) in the event the SPA is amended to provide for a decrease in the Consideration or (b) in the event that the SPA is terminated prior to the Closing Date, this Agreement shall be deemed void and of no further force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Rollover Agreement to be executed as of the Effective Date by their duly authorized officers.

INVESTOR:

Dr. Saju S. Eapen

By: Signed by: 67C59C504B264EB...

Dr. Saju S. Eapen

COMPANY:

Rays of Belief Limited

By: Signed by: Nitin Bindlish 7031B77C18B744D...

Name: Nitin Bindlish

Title: Director & CEO

Exhibit A

Exchange Shares

Investor	Exchange Shares
Dr. Saju S. Eapen	500 shares of Target Common Stock

Exhibit B

Spousal Consent

(Attached)