

Agent Agreement

This agent agreement (the “**Agreement**”) was made and entered into [*] 2026 by and between:

1. **Satya Code SRL.**, a company registered in Costa Rica with registration number: 3102813297 and whose registered office address is San Jose, Montes De Oca, San Pedro, 400N 25E Los Yoses, Costa Rica (**Satya**); and
2. **Moonbeam Holdings Ltd.**, a company registered in Seychelles with registration number: 247252, 105 and whose registered office address is First floor, Waterside Property, Eden Island, Seychelles (**Moonbeam**),

each hereinafter referred to as a ‘**Party**’ and together as the ‘**Parties**’.

BACKGROUND:

- A. Satya is licensed and regulated by the Government of the Autonomous Island of Anjouan, Union of Comoros and operates under License No. ALSI-032401017-FI3.
- B. Satya owns and operates a site under the domain “[Rollhub.com](https://rollhub.com)”.
- C. In satisfaction of the pre-conditions of an Asset Sale and Purchase Agreement dated on or about the date hereof, the Parties wish to enter into this Agreement and associate themselves as partners in business.
- D. This Agreement sets out the terms and conditions that govern the agent/affiliate relationship between the Parties.

TERMS:

1. This Agreement is valid from the date of execution of this Agreement.
2. Moonbeam will be eligible for a 80% revenue share commission (the **Commission**) from the Net Gaming Revenue (**NGR**) (fresh player losses) each month on their referrals.
3. The Commission to be paid by Satya to Moonbeam shall be calculated as follows:
 - a. Moonbeam earns a percentage of NGR from referred Livecasino Players.
 - b. A negative number indicates that Satya (Rollhub) is generating revenue and a positive number indicates that the users are in profit.
 - c. Satya will apply Negative Carry Over (**NCO**) for the revenue share under this Agreement.
 - d. Satya will use a benchmark model to calculate the Commission - this means Satya will use the highest NGR attributed to referred players at the end of any given month as the NGR benchmark (the **Benchmark**).
 - e. The Commission is only generated when the NGR attributed to referred players improves beyond the Benchmark (i.e becomes more negative). If the NGR is not more than the Benchmark, no Commission is paid.

Month	Overall NGR	Previous Benchmark	New NGR Benchmark	Difference	Commission (80%)
1	-\$10,000	\$0	-\$10,000	-\$10,000	\$8,000
2	-\$20,000	-\$10,000	-\$20,000	$-\$20,000 - (-\$10,000) = -\$10,000$	\$8,000
3	-\$10,000	-\$20,000	-\$20,000	$-\$10,000 - (-\$20,000) = +\$10,000$	\$0
4	-\$15,000	-\$20,000	-\$20,000	$-\$15,000 - (-\$20,000) = +\$5,000$	\$0
5	-\$30,000	-\$20,000	-\$30,000	$-\$30,000 - (-\$20,000) = -\$10,000$	\$8,000

f. For the avoidance of donut, the Parties acknowledge and agree that:

- i. The Benchmark updates only when the overall NGR improves (i.e. more negative).
- ii. The Commission is paid only on the improvement past the Benchmark.
- iii. Months in which the overall NGR is less negative than the Benchmark NGR do not generate commission.

4. The Commission is reported in the first week of the month.

5. The Commission shall be paid to Moonbeam by way of transfer to the account nominated by Moonbeam.

6. CONFIDENTIALITY:

- a. The parties acknowledge and agree that the terms of this confidentiality section are a material inducement to enter into this Agreement, and that any violation of such terms by a Party will constitute a material breach of this Agreement and cause irreparable harm to the other Party.
- b. Non-Disclosure Requirements. Each Party agrees that the terms of this Agreement, its contents (including, but not limited to, the fact of payment and the amounts to be paid here under), and the substance of all negotiations in connection with it shall remain strictly confidential and shall not be disclosed or communicated to any third party, except:
 - i. To the Parties' respective management, officers, Boards of Directors, employees, affiliates, legal counsel, accountants, auditors, financial advisors, and tax professionals.
 - ii. (ii) Pursuant to an order of a court of competent jurisdiction or other binding legal or regulatory obligation, provided that the disclosing Party provides prior notice to the other Party in sufficient time for that other Party to object to such disclosure, if possible;
 - iii. (iii) To the extent necessary to implement and enforce any of the terms of this Agreement, provided that if this Agreement or any of its terms are required to be filed

in court or any other forum where they may potentially become public, each Party shall, to the extent possible, file this Agreement or its terms under seal or other similar permitted means, to prevent public disclosure of this Agreement and/or any of its terms. If the filing Party is unable to file under seal, the filing Party shall redact from the filed copy the payment terms of this Agreement, and any other sensitive, proprietary, or confidential information, to the extent permitted by law.

- c. Non-disparagement. The Parties agree that they and their respective officers, directors, employees, agents, and other persons under their direction or control will not make, publish or communicate, or cause to be made published, or communicated, any disparaging statements or representations, either directly or indirectly, whether orally or in writing, by word or gesture, to any person whatsoever, about the other Party or any person or entity affiliated with the other Party; provided that this non-disparagement provision does not restrict a Party from responding truthfully to an order of a court of competent jurisdiction or other binding legal or regulatory obligation.
- d. For purposes of this paragraph, a disparaging statement or representation is any communication which, if publicized to another, would cause or tend to cause the recipient of the communication to question the business condition, integrity.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date hereof:

EXECUTED BY MOONBEAM HOLDINGS LTD.

Name: [*]
Title: Director

EXECUTED BY SATYA CODE SRL.

Name: [*]
Title: Director