

ADD-ON 3: REGULATORY LOCAL PRESENCE & COMMERCIAL CLARIFICATION ADDENDUM

To the Aquila Master Service Agreement, Add-On 1 (SLA), and Add-On 2 (DPA)

This Add-On 3 (“Addendum”) is entered into between Aquila B.V. (“Service Provider”) and the applicable client (“Client”) and supplements the Aquila Master Service Agreement together with all schedules and prior addenda.

In the event of conflict, this Addendum shall govern solely with respect to the matters expressly stated herein.

1. Regulatory Purpose / Non-Core Hosting Use

The Parties acknowledge that the Services are procured primarily to support Curaçao regulatory, licensing, and local presence requirements. The Services are not intended to host the Client’s core production environment unless otherwise expressly agreed in a separate written order signed by both Parties.

The Client retains sole responsibility for all production systems, customer-facing infrastructure, transactional platforms, disaster recovery, and business continuity arrangements not expressly delegated under a separate written agreement.

2. Curaçao Local Server Requirement Clarification

The Service Provider confirms that infrastructure has been made available in Curaçao for purposes of supporting applicable local presence requirements.

The Parties acknowledge that applicable laws or regulator expectations may require certain records or systems to be available locally and that complete technical specifications, implementation standards, approval processes, retention rules, monitoring standards, or security requirements may evolve or remain unpublished.

Accordingly:

(a) No absolute warranty, guarantee, or representation of regulatory sufficiency is given by the Service Provider.

(b) The Service Provider does not guarantee issuance, renewal, maintenance, or approval of any license, permit, certification, or regulatory status.

(c) The Service Provider has made commercially reasonable efforts to seek clarification from relevant authorities where appropriate.

(d) The Services are provided as a commercially reasonable infrastructure solution intended to assist compliance, subject always to regulator interpretation, future guidance, and Client implementation.

(e) Client confirms it has not relied upon the Service Provider for legal, tax, licensing, or regulatory advice.

3. Client Compliance Responsibility

Client remains solely responsible for all filings, submissions, disclosures, representations, controls, and evidence required by any regulator or authority in connection with its business activities.

4. Regulatory Change Requests

Any future regulator-mandated upgrades, integrations, certifications, audits, data retention changes, reporting changes, architecture modifications, or enhanced controls shall constitute a change in scope and shall require separate written agreement, implementation timelines, and additional fees at the Service Provider's then-current rates unless otherwise agreed in writing.

5. Suspension Notice / Cure Rights

Except where immediate action is reasonably necessary, as determined by the Service Provider in its sole reasonable discretion, due to security threats, fraud, sanctions or AML concerns, legal or regulatory order, infrastructure emergency, or material risk to systems or third parties, the Service Provider shall provide prior written notice of suspension for breach and allow a reasonable cure period of not less than seven (7) calendar days where commercially practicable.

6. Valid Payment to Billing Designee

Client acknowledges that Aquila B.V. may utilize IGAdvisors Ltd., affiliates, payment processors, treasury entities, merchant-of-record providers, or other designated billing representatives for invoicing, collection, settlement, or payment administration purposes.

Unless otherwise expressly agreed in writing by Aquila B.V., Client payment obligations shall be deemed satisfied only upon actual receipt of cleared funds by Aquila B.V. or its designated treasury recipient.

Accordingly:

(a) payment transmission to any intermediary, processor, correspondent institution, wallet provider, exchange, billing representative, or other third party utilized by Client shall remain at Client's risk until final receipt of cleared funds;

(b) any failed transfer, intermediary insolvency, payment freeze, processor hold, compliance block, reversal, chargeback, unauthorized deduction, correspondent banking issue, currency conversion loss, or remittance failure occurring prior to final receipt shall not discharge Client's payment obligations; and

(c) Aquila B.V. may suspend or refuse Services for nonpayment until cleared funds are fully received.

For avoidance of doubt, issuance of an invoice identifying a billing representative or payment channel does not constitute assumption by Aquila B.V. of intermediary insolvency, remittance, settlement, processor, banking, or collection risk unless expressly agreed in writing.

7. Data Retention / Deletion Notice

The Service Provider shall maintain reasonable baseline retention of Client data consistent with ordinary operational practices. Except where immediate deletion is required by law, security necessity, or written Client request, the Service Provider shall provide at least fourteen (14) days' prior written notice before permanent deletion of Client data.

No archival, backup, or restoration guarantee is created except where separately contracted in writing.

8. Client Early Termination Right After Initial Period

Notwithstanding the MSA, Client may terminate the Agreement after completion of the first six (6) months of the Initial Term by providing thirty (30) days' prior written notice, without penalty, provided all accrued invoices and undisputed charges are paid through the effective termination date.

9. No Advisory or Fiduciary Relationship

Nothing in this Addendum creates any fiduciary, advisory, partnership, agency, or joint venture relationship between the Parties.

10. Liability and Existing Protections

All Services provided under this Addendum remain subject to the liability caps, exclusions, disclaimers, and other protections contained in the Master Service Agreement.

Except as expressly amended herein, all terms of the Master Service Agreement, Add-On 1, and Add-On 2 remain in full force and effect.

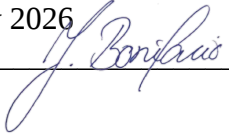
Signatures

For Aquila B.V.

Name: Johven Bonifacio

Title: Managing Director

Date: 11 May 2026

Signature: 

For Client

Name: GB Tech Services N.V.,
represented by IGA Trust B.V.

Title: Director

Date: June 19, 2026

Signature: 

ADDON 3

Final Audit Report

2026-06-19

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