

PAYING AGENT AGREEMENT

This "Paying Agent Agreement" (hereinafter the "Agreement") is entered on the 11th of April 2023 (hereinafter the "Effective Date") by and between:

(1) **MEDIAL N.V.**, a company incorporated under the laws of Curacao with registration number 156005 (0) having its registered address at Abraham de Veerstraat 9, P.O. Box 3421, Curacao (hereinafter the "Principal"); and

(2) **CHITIEN LTD**, a company incorporated under the laws of the Republic of Cyprus with registration number HE 421174, having its registered address at Griva Digeni, 3 PATSALOS HOUSE, 4th floor, Flat/Office 401 6030, Larnaca, Cyprus (hereinafter the "Agent")

Principal and Agent shall hereinafter be referred to jointly as "Parties" and individually each a "Party".

WHEREAS

- A. The Principal has been authorized by Gaming Service Provider N.V. ("GSP") holder of Master License #365/JAZ in Curacao, to provide games of chance on the international market via services lines under Sub-License GLH-OCCHKTW0704202021, to engage in and offer gaming services and has satisfied all prior regulatory and/or documentation/prospectus filing requirements to effect such business activities.
- B. The Principal wishes to appoint the Agent to receive funds on its behalf, complete foreign exchange transactions and immediately after transfer the received funds to the Principal.

NOW, THEREFORE, the Parties covenant and agree as follows

1. Interpretation and Definitions

- 1.1 The recitals and Annex A hereto forms an integral and substantial part of this Agreement.
- 1.2 In addition to any other defined word contained in this Agreement, the following words shall have the meaning set forth below:

"Applicable Law(s)" shall mean the rules and regulations applicable to the Principal and to the Agent in each of the jurisdictions where their registered office is located as well as the rules and regulations of Cyprus;

"Business Day" shall mean a day on which the banking system which the Agent is using is open, as appropriate in the relevant context of this Agreement;

"Cash Account" means the cash account owned and operated by the Agent;

"this Agreement" or to any other document or any term of this Agreement or of any other document, are references to this Agreement or to that other document or term as in effect and as varied, supplemented, novated or assigned from time to time;

"Law" shall be construed as any law (including common law), statute, constitution, decree, judgement, treaty, regulation, directive, by-law, order or any other legislative or regulatory measure (whether or not having the force of law) of any government, supranational, local government, other state agency, statutory or regulatory body or court (and the words such as "lawful" or "lawfully" shall be construed accordingly);

Signature: 
Full name of the Signatory: Marina Chrysanthou
Advocate
Registration number: 6611
pages (7)

Date: 12.05.2026

THE CERTIFIER HEREBY DECLARES THAT
THE DOCUMENT IS A TRUE COPY OF
THE ORIGINAL WHICH HAS BEEN ONLY
SEEN AND VERIFIED BY THE CERTIFIER.

"Tax" includes any present or future taxes, levies, duties, fees, deductions or withholdings and charges of any nature and whatever called, in all jurisdictions and all interest, penalties and fines in respect of them;

"Third Parties" means any user/customer of Principal, 3rd party providers, suppliers, vendors, tech providers or otherwise.

"Payment Service Providers" means companies that offer services enabling businesses and individuals to accept and process payments electronically and typically manage payment transactions, payment methods, and ensure secure financial transactions over the internet or other electronic channels.

the word "including" shall be construed as meaning "including without limitation" and the words "other" and "otherwise" shall not be construed *eiusdem generis* with any foregoing words where a wider construction is possible; and the singular shall include references to plural and vice versa.

2. Appointment as Paying Agent

2.1 The Principal hereby irrevocably appoints the Agent as its paying agent (can also be referred to as "Paying Agent") in order to:

- (i) receive payments from Third Parties and/or Payment Service Providers on the Agent's behalf;
- (ii) make payments to Third Parties and/or Payment Service Providers on the Agent's behalf, in accordance with the terms and conditions hereof; and
- (iii) receive funds settled by Payment Service Providers in the Agent's Cash Account, but on behalf of the Agent.

2.2 For each interest or principal payment that shall be deposited into the Agent's Cash Account on the Agent's behalf, the Agent shall ensure that the funds are immediately available to be transferred to the Agent's account. Any payment made by the Paying Agent under this Agreement is hereinafter referred to as a "Payment", the date on which any such Payment is made is referred to as the "Payment Date".

2.3 Unless stated otherwise in writing, the Agent shall hold such funds in trust on the Agent's behalf. Any accrued interest or earning with respect to these amounts shall be deposited to the Agent's account upon request.

2.4 The Agent shall be permitted to conclude agreements with Payment Services Providers on behalf of the Agent. Save as otherwise provided in this Agreement, the Agent does not have any other authority to represent the Agent nor to execute in its name and on its behalf any deeds which are binding for the same and may not use the funds for its own purposes.

2.5 The Agent accepts the above appointments as Paying Agent at the terms and conditions hereof.

3. Duties of the Paying Agent

3.1 Within a reasonable term and, in any event, no later than 5 Business Days prior to the relevant Payment Date, or such other term as may be separately agreed between the Parties, the Agent shall inform the Agent of the Payment to be received.

3.2 If, within close of business of the immediately preceding Business Day on which a Payment is to be made, there remain outstanding discrepancies between the Paying Agent and the Agent in relation to the relevant Payment, the Agent shall block such Payment until the

discrepancy had been resolved and/or supporting documentation provided.

3.3. The Agent shall make Payments on the Payment Date to the extent that sufficient funds are available on the Cash Account and shall not be obliged (but shall be entitled) to make any Payments if it has not received the full amount of any payment due to it. The Principal acknowledges and accepts that consequences of the Agent's failure to fulfil its Payment obligations under this Agreement due to lack of or insufficient funds on the Cash Account for reasons which are not attributable to the Agent shall be borne by the Principal.

3.4. The Paying Agent shall not be liable for any loss or damage, including reasonable counsel fees and expenses, resulting from its actions or omissions to act hereunder, except for any loss or damage arising out of its own bad faith, negligence or willful misconduct. Without limitation to the generality of the foregoing, the Paying Agent shall not be liable for any action taken or omitted in reliance of any notice, direction, consent, certificate, affidavit, statement, designation or other paper or document reasonably believed by it to be genuine and to have been duly and properly signed or presented to it by the Principal.

3.5. The Principal shall indemnify and exonerate, save and hold harmless the Paying Agent from and against any and all claims, demands, expenses (including reasonable counsel fees and expenses) and liabilities of any and every nature which the Paying Agent may sustain or incur or which may be asserted against the Paying Agent as a result of any action taken or omitted by the Paying Agent hereunder without bad faith, negligence or willful misconduct.

4. Duties and undertakings of the Principal

During the term of this Agreement, the Principal shall:

- (i) to the extent necessary and appropriate, promptly inform any competent market, regulatory or controlling authority of the appointment of the Agent as the Paying Agent under this Agreement and provide any other relevant information or authorisation which is necessary for the Agent to perform its Paying Agent duties hereof;
- (ii) upon request, promptly provide the Agent with the documents and information it may require to perform its duties as Paying Agent hereof;
- (iii) verify the accuracy and completeness of the information provided in relation to each Payment and promptly report to the Agent any discrepancies of which it becomes aware;
- (iv) promptly inform the Agent of any change in its corporate situation or that of the Group to which it belongs and of any material external event, in order to allow the Agent to verify whether these may influence the performance of its role as Paying Agent under this Agreement;
- (v) comply with the Applicable Laws in relation to each Payment, including, for example fulfilling the regulatory and control authority requirements in terms of information to the Principal.

5. Fees and commissions

5.1 As consideration for the Paying Agent activities performed under this Agreement, the Principal shall pay to the Agent as remuneration for its services 2% mark up on top of all costs and expenses (including but not limited to expenses incurred to transfer funds to Third Parties and Payment Service Providers) incurred by the Agent with regards, and on behalf of, the Principal (the "Paying Agent Fee").

5.2 All costs and expenses concerning each Payment, if any, shall be borne directly by the

Principal.

5.3 Principal shall pay to the Agent any fees, commissions and expenses as may be owed to and/or have been borne by it for the services rendered under this Agreement no later than 30 calendar days following the receipt of the related invoice.

5.4 The terms of this Clause shall survive termination of this Agreement.

6. Term, termination and withdrawal

6.1 This Agreement is entered into for an indefinite term although each Party may withdraw from this Agreement at any time by way of advance written notice of at least 3 (three) months, by registered letter with return receipt.

6.2 Principal shall notify any relevant market or regulatory authority by way of written notice, with the Agent in copy, of termination of this Agreement for any reason whatsoever.

7. Anti-money laundering

The Principal shall duly observe the applicable anti-money laundering provisions and, in particular, those set forth in Law of the jurisdiction of Cyprus.

8. Confidentiality and Privacy

7.1 The Agent undertakes, for the entire term of this Agreement and after its expiry and/or termination, not to disclose, and to keep strictly private and confidential and to have its employees, associates and agents keep strictly private and confidential (except where otherwise required by reason of applicable law or upon the order of the supervisory authorities), all information and data that shall be provided and/or communicated to it for the performance of the terms of this Agreement, or in respect of which the Agent comes into possession for any reason as a result of the activities carried out pursuant to this Agreement.

8.2 The Agent undertakes to use the information and data communicated to it for the performance of the activities required of it pursuant to this Agreement, or in respect of which the Agent acquires possession for any reason as a result of the activities carried out, exclusively for purposes related to the activities that are required of it pursuant to this Agreement.

9. Representations and Warranties

9.1 Each Party represents and warrants to the other that:

(a) it is validly incorporated and existing and it may fully and freely exercise its powers on the basis of the Applicable Laws, not being in a state of voluntary liquidation, bankruptcy or similar receivership or other court-appointed arrangement, nor being in a situation where application of such procedures is foreseeable or threatened;

(b) it is not in a state of insolvency and is equipped with every power and authority needed to enter into this Agreement and to fulfil the obligations arising herefrom in accordance with the terms of the same;

(c) it has the authority and has obtained all necessary authorisations, permissions and licenses to carry out its activity, which it carries out in compliance with the Applicable Laws;

(d) it has obtained every necessary approval related to the signing and fulfilment of this

Agreement;

(e) the signing of and fulfilment of the terms of this Agreement does not breach, nor determine breach of, any third party rights, any Applicable Laws, nor the deed of incorporation or the articles of association of the same or any other document, agreement or commitment assumed by, applicable to or binding upon the same or that may affect any of its activities, properties or assets.

9.2 Each Party shall carry out with the diligence and professional standards of care that characterize their profession its obligations and duties under this Agreement, all in accordance with the Applicable Laws.

9.3 The above representations and warranties shall be deemed as repeated by the Parties at each Issuance.

10. Liability

Each Party shall be liable to the other for losses, damages, and costs when these are attributable to the relevant Party's negligence or willful misconduct in the performance of the terms and conditions hereof.

11. Notices and communications

11.1 All notices and communications under this Agreement shall be made by registered letter with return receipt sent to the above-mentioned registered addresses.

11.2 Communications related to current operations between the Parties shall be made by e-mail or such other means of communication as may be agreed between the Parties.

12. Amendments

12.1 Any amendment to this Agreement shall be agreed to in writing between the Parties.

12.2 The Parties accept that any amendment of the Applicable Laws that directly or indirectly concerns this Agreement shall apply automatically and in full. Therefore, in such cases, this Agreement shall not require any amendment under the preceding Clause.

13. Service Level Description

Additional operating procedures and timings to be observed when performing the terms hereof as well as the operational contacts of the Parties may be further specified in a separate document (the "Service Level Description" or, more briefly, the "SLD") which, when drafted and signed by the Parties, forms Annex A to this Agreement.

14. Entire Agreement

The terms and conditions of this Agreement have been negotiated in full and in every part and replace any previous agreements, whether written or oral, between the Parties.

15. Counterparts

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

16. Applicable law and jurisdiction

16.1 The terms of this Agreement shall be governed by and construed in accordance with Cyprus law.

16.2 The Parties irrevocably submit this Agreement to the exclusive jurisdiction of the Courts of Cyprus.

[signatures to follow]

SIGNATURES

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representative on the date first set forth above.


Name: GEORGIOS NEOKLEOUS
Title: Director
For and on behalf of
MEDIAL N.V.


Name: GEORGIOS NEOKLEOUS
Title: Director
For and on behalf of
CHITIEN LTD

Annex A

SERVICE LEVEL DESCRIPTION

This Service Level Description (hereinafter the "SLD") forms an integral and substantial part of the Paying Agent Agreement (the "Agreement") dated 11th of April 2023 between the CHITIEN LTD (the "Agent") and MEDIAL N.V. (the "Principal") and represents the operational guide for the performance of the duties of Paying Agent thereof.

Unless otherwise defined, capitalized terms used throughout this SLD shall have the meaning ascribed to them in the Agreement.

Operational contacts for the Agent

- Address of the location from where the Paying Agent Duties are performed by the Agent:
Cyprus
- Availability of the Agent's services:
The Agent's operational team supports the Principal during Business Days from Monday to Friday from 8:30 a.m. to 5:00 p.m. Cyprus Time.
- List of contacts at the Agent:
Director: Georgios Neokleous

Instructions to the Agent

- Form of instructions to the Agent for any Transfer and/or Payment
Any communications of the Principal to the Agent concerning each Transfer shall be anticipated by the Principal to the Agent via e-mail message addressed to the Director.

Operational flows for Payments

- Any payment instructions received between the hours of 08:00am – 11:00am shall be executed by the Agent on a same-day basis;
- Any payment instructions received between the hours of 11:01am – 15:00pm shall be executed by the Agent on the next business day;
- Any payment instructions received after 15:01pm shall be executed within 24 hours from receipt of the instructions.

Calculation of Payments

Within 3 Business Days before the relevant Payment Date the Principal shall calculate any Payment to be made (e.g. the interest rates, payable amounts, etc.) and submit such data to the Agent.