

CO-OPERATION AGREEMENT

This Co-operation Agreement (the "Co-operation Agreement") is effective from 01st day of January 2025.

Globis N.V., a company organized and existing under the laws of Curacao, registration number: 155962, with its registered address at Schottegatweg Oost 10 Unit 1-9, Bon Bini Business Center, Curacao, represented by its director, Kurason Trust Curaçao N.V., which in turn is represented by its Managing Director Jonathan Marshall Ruwel Heymans (the "License Holder"), and

Hubspot Limited, a company organized and existing under the laws of Malta, with its registered address at: Room 4, Office 18, Block 19, Vincenti Building, Strait street, Valletta VLT 1432, Malta, represented by its Managing Director Lasha Gogiberidze (the "Billing Agent"), collectively hereby referred to as "the Parties" or separately as the "Party", have entered into this Co-operation Agreement on the following terms:

WHEREAS

- (A) the License Holder has obtained and maintains Certificate of Operation (digital seal) issued by the government of Curacao. License Holder has an application (OGL/2024/1194/0723) for a gaming license in progress with the Curaçao Gaming Authority. Until that process is concluded, based on a transitional arrangement outlined in the National Ordinance on Games of Chance (Landsverordening op de Kansspelen, P.B. 2024, no. 157), the company is permitted to continue its operations under this Certificate of Operation (the "License");
- (B) the Billing Agent possesses the necessary know-how, contacts and experience within the field of payment processing and merchant account and is interested to engage in new ventures;
- (C) the License Holder possesses know-how, experience and concepts allowing to operate the business of E-Gaming (the "Business") and other similar businesses and is interested to engage in new ventures;
- (D) the License Holder wishes to engage the Billing Agent to develop the Business of the License Holder;
- (E) Parties wish to co-operate and use their skills to develop an E-Gaming website www.9winz.com and desidice.com (the "Website") owned and operated by the License Holder.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. ENGAGEMENT

- 1.1 The Parties agree that each of them will provide the services to the Website as follows:
 - 1.1.1 The License Holder shall provide the use of the License for the Website.

Co-operation Agreement

Dr. Claire M. Calleja Zammit
CAMS, Adv. Trib. Ecc. Melit., Pg. Dip. EC, LL.D
Advocate
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27/5/2025
True copy of Original
as seen and verified by me:

- 1.1.2 The Billing Agent shall endeavor to create the necessary current or merchant accounts and payment processing solution for the Website and provide its operation.
- 1.1.3 The Billing Agent shall endeavor to create the necessary current or merchant accounts and payment processing solution for the Website and provide its operation.
- 1.1.4 The License Holder shall provide services such as back office, player administration, customer support, IT and marketing to ensure the business continuity and profitability.

2. TERMS AND RENEWAL

- 2.1 The present Co-operation Agreement shall be valid from the date of signing of this Co-operation Agreement and should be prolonged automatically every year, unless terminated in accordance with the terms and conditions of the present Co-operation Agreement.

3. FEES AND PAYMENTS

- 3.1 Since the License and operation is owned by the License Holder, and the services mentioned in the clause 1.1.3. of the Website shall be performed by the License Holder and further noting that the Billing Agent's input shall be limited to the initial set up and subsequent receipt and transfer of the processed funds to the bank account of the License Holder, as agreed between themselves, the Parties hereby agree that all payments that will be paid by the users of the Website will be paid directly to the bank account of the Billing Agent, however this fact shall not entail the Billing Agent to own or be deemed to own such payments as if received on own account.
- 3.2 The Billing Agent shall pay to the License Holder 100% (one hundred percent) of the payments that it has received from the users of the Website upon request by the License Holder to the bank account that shall be separately provided to the Billing Agent by the License Holder.
- 3.3 Each Party is solely responsible for payment of its taxes from the income generated under this Co-operation Agreement in the respective jurisdiction.
- 3.4 The Parties are allowed to perform any set-offs of mutual obligations under the present Co-operation Agreement as it may be economically viable for them.

4. OBLIGATIONS AND RESPONSIBILITIES OF THE PARTIES

- 4.1 It is understood and acknowledged and agreed to by the Parties, that this Co-operation Agreement is not exclusive, and that the Parties may provide the same services to other individuals, persons, corporations, partnerships or other legal entities.
- 4.2 It is understood, acknowledged and agreed by the Parties that:
 - 4.2.1 the Billing Agent has no liability whatsoever in regards to provision of the services by the Website and it is the sole responsibility of the License Holder;
 - 4.2.2 the License Holder has made no waiver, warranty or guarantee as to the number of the possible users of the Website.

5. DEFAULT AND TERMINATION

- 5.1 The Parties shall be deemed to be in default under this Co-operation Agreement upon the occurrence of any of the following events:
- 5.1.1 if the relevant Party shall become insolvent, or bankrupt, or shall go into liquidation, either voluntarily or under an order of a Court of competent jurisdiction, or shall make a general assignment for the benefit of its creditors, or otherwise acknowledge its insolvency;
 - 5.1.2 if a liquidator or liquidators or receiver or receivers or a trustee or trustees in bankruptcy, be appointed to the relevant Party, or if its secured creditors take possession of the property of the relevant Party;
 - 5.1.3 if the relevant Party fails, refuses or neglects to promptly pay any monies owing to the other Party when due under this Co-operation Agreement.
- 5.2 Upon the occurrence of any event of default outlined in clause 5.1 hereinabove, the party not in default shall be entitled, at its option, to immediately terminate the present Co-operation Agreement.
- 5.3 Any termination of this Co-operation Agreement shall not relieve the Parties of their obligation to pay the other party any money due under Co-operation Agreement payment of which accrued prior thereto as well as any interest accruing after such termination in accordance with the terms of the present Co-operation Agreement.

6. RELATIONSHIP OF THE PARTIES AND INDEMNIFICATION

- 6.1 It is understood and agreed to and acknowledged by the Parties hereto that this Co-operation Agreement does not create any fiduciary relationship between them, and that nothing in this Co-operation Agreement is intended to, nor shall it be construed to, constitute either party a partner or joint venturer of the other, or to create any commercial or other partnership between the Parties hereto.
- 6.2 The Parties undertake to hold the Billing Agent harmless in respect of any claims that arise in respect of the Website or performance of this Co-operation Agreement and to reimburse the Billing Agent the amount of any expense which the Billing Agent may make or incur in connection with performance of this Co-operation Agreement or operation of the Website.

7. ASSIGNMENT

- 7.1 This Co-operation Agreement shall be binding on and ensure to the benefit of and be enforceable by and against respective successors and assignees of the Parties.
- 7.2 The Parties may assign or transfer all or any part of the rights or obligations under the present Co-operation Agreement to any third party providing that other Parties are duly notified about such assignment.

8. CONFIDENTIALITY

- 8.1. Except to the extent required by law, the Parties hereto agree that no disclosure or public announcement with respect to this Co-operation Agreement or the transactions herein contemplated shall be made by any Party hereto without the prior written consent of the other Parties.

9 SEVERABILITY AND CONSTRUCTION

- 9.1 Except as expressly provided to the contrary herein, each article, term, condition and provision of this Co-operation Agreement shall be considered severable, and if, for any reason whatsoever, any such article, term, condition or provision herein is deemed to be invalid, illegal or incapable of being enforced as being contrary to, or in conflict with any existing or future law or regulation by any court or agency having valid jurisdiction, such shall not impair the operation or have any other effect upon such other articles, terms, conditions and provisions of this Co-operation Agreement, and the latter shall continue to be given full force and effect by the parties hereto, and shall be construed as if such invalid, illegal or unenforceable article, term, condition or provision were omitted.
- 9.2 All captions, titles, headings and article numbers herein have been inserted and are intended solely for the convenience of the parties, and none such shall be construed or deemed to affect the meaning or construction of any provisions hereof, nor to limit the scope of the provision to which they refer.
- 9.3 All references herein to the masculine gender shall include the feminine and neuter genders, and all references herein to the singular shall include the plural, where applicable.
- 9.4 This Co-operation Agreement constitutes the entire, full, and complete agreement between the Parties concerning the subject matter hereof and shall supersede all prior agreements. No representation, inducement, promises or agreements, oral or otherwise, between the Parties not included herein or attached hereto, unless of subsequent date, have been made by either Party and none such shall be of any force or effect with reference to this Co-operation Agreement or otherwise.
- 9.5 No amendment, change or variance of this Co-operation Agreement shall be binding upon either Party, unless mutually agreed to by all the Parties and executed by them in writing.

10 WAIVER

10.1 Nor failure, delay, waiver, forbearance or omission by either of the parties hereto of the conditions or of the breach of any term, provision, covenant or warranty contained herein, whether by conduct or otherwise, and no custom or practice of the parties not in accordance with the terms and conditions hereof, shall constitute or be deemed to be or be construed as being a further or continuing waiver of any such condition or breach, or the waiver of any other condition or of the breach of any other term, provision, covenant or warranty of this Co-operation Agreement.

11. NOTICES

- 11.1 Any and all notices required or submitted under this Co-operation Agreement shall be given in writing and shall be personally delivered or mailed by registered mail, postage prepaid and return receipt requested, to the respective party at its registered address, unless and until a different address has been designated by notice in writing to the other parties.

12. LANGUAGE

- 12.1 The parties hereto acknowledge that they requested that this Co-operation Agreement and all related documents be drafted in English, that any notice to be given hereunder be given in English, and that any proceedings between the parties relating to this Co-operation Agreement be drafted in English.

13. GOVERNING LAW AND ARBITRATION

- 13.1 This Co-operation Agreement shall be governed by and construed and enforced in accordance with the laws of Malta.
- 13.2 In the event of any dispute or difference arising between the Parties in connection with this Co-operation Agreement, the Parties shall use their best efforts to settle the dispute amicably and by mutual agreement. If the Parties are unable to resolve the dispute by mutual agreement, any Party may notify the other Party that it wishes to commence court proceedings under the provisions of this Co-operation Agreement. All disputes under the present Co-operation Agreement, if cannot be resolved by negotiations between the Parties, shall be resolved in courts of Malta.

14. COUNTERPARTS

- 14.1 This Co-operation Agreement shall be executed in 2 (two) copies, one copy for each Party, each of which shall be deemed an original.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed on 01st day of January 2025,

THE LICENSE HOLDER

Globis N.V.

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Director.
Kurason Trust Curaçao N.V.,
represented by its Managing Director
Jonathan Marshall Ruwel Heymans

THE BILLING AGENT

Hubspot Limited



Director
Lasha Gogiberidze