

SOFTWARE SERVICES AGREEMENT

SERVICE PROVIDER: Code Harbor Limited Company No.: 73504320 Registered address: Room 701, 7/F, Lucky Centre, 165-171 Wanchai Road, Wan Chai, Hong Kong Authorized representative: Andreas Konnaris Title: Director	CUSTOMER: Wainsworth Ludomatics N.V. Company No.: 146549 Registered address: Kaya Richard J. Beaujon Z/N Landhuis Joonchi II, Curacao Authorized representative: Gouloud Mercedes Hammoud obo Guardian Corporation Curacao B.V. Title: Managing Director
--	---

This Software Services Agreement (hereinafter — the ‘**Agreement**’) is concluded on 27th of March 2024 (hereinafter – “**Effective date**”) by and between the SERVICE PROVIDER and the CUSTOMER that are referred to individually as a ‘**Party**’, and collectively as the ‘**Parties**’.

Therefore, the Service Provider and the Customer mutually agreed as follows:

1. DEFINITIONS

1.1. For purposes of this Agreement, the following terms shall have the following definitions:

- **Affiliate** means in relation to a Party (i) any ultimate or intermediate holding company of such Party (ii) any subsidiary of that Party and (iii) any subsidiary of any such ultimate or intermediate holding company in each case involving control, directly or indirectly, by one entity (Entity A) of another entity (Entity B) and where “control” means either a holding by Entity A of more than 50% of the voting capital of Entity B or Entity A having the right to nominate or appoint at least one half of the directors of Entity B or Entity A having by agreement or otherwise the power to direct the affairs of Entity B;
- **Agreement** means this written document together with all the appendixes and schedules attached hereto which form an integral part of it;
- **Applicable Law** means any federal, national, state or foreign statute, law, common law, ordinance, binding policy, binding guidance, rule, administrative interpretation, regulation, order, writ, injunction, directive, judgement, decree, permit or other requirement of any Regulatory Authority that applies to the activities of the Parties.
- **Change of Control** means a change in the ownership or control (directly or indirectly) of more than 50% of the voting share capital of the relevant undertaking; or the ability to direct the casting of more than 50% of the votes exercisable at general meetings of the relevant undertaking on all, or substantially all, matters; or the right to appoint or remove directors of the relevant undertaking holding a majority of the voting rights at meetings of the board on all, or substantially all, matters;
- **Confidential Information** means information of the other Party, whether communicated orally or in writing, including, without limitation, information of the other Party concerning inventions, trade secrets, know-how, methods, processes, techniques, code, technologies, existing and potential customer and clients lists, financial information, strategic business plans, other technical, business, operational information and the terms and conditions of this Agreement, as set out in section 5;
- **Group** means in relation to a company, its parent and subsidiary companies and parents and subsidiaries of such companies including any 50 (fifty per cent) % or greater owned joint venture companies;
- **Invoice Date** means the date when the Customer receives the invoice from the Service Provider. In principle the invoice is sent in the first 10 (ten) calendar days of the following month that is evaluated;

Software Services Agreement Code Harbor Limited & Wainsworth Ludomatics N.V.
 Confidential


 A.K.

- **Service Fees** means the monthly payments to be made by the Customer to the Service Provider as described in an invoice.

1.2. Terminology: Terms of computer or software terminology which are not otherwise defined herein will have the meanings normally attributed thereto in the computer or software industry, unless the context of the use of such terminology would suggest otherwise.

1.3. In this Software Services Agreement, unless the context otherwise requires:

- (1) References to this Agreement include its recitals and its schedules as varied, supplemented and/or replaced in any manner from time to time;
- (2) References to any Party shall, where relevant, be deemed to be references to or to include, as appropriate, their respective lawful successors, assigns or transferees;
- (3) References to recitals, clauses, schedules and sub-divisions of them are references to the recitals and clauses, and schedule to, this Agreement and sub-divisions of them respectively;
- (6) References to a 'person' include any individual, company, corporation, firm, partnership, joint venture, association, organization, institution, trust or agency, whether or not having a separate legal personality;
- (7) References to the one gender include all gender and references to the singular shall include the plural and vice versa;
- (8) Headings are inserted for convenience only and shall be ignored in construing this Agreement; and
- (9) Any phrase introduced by the terms "including" or "include" or any similar expression are illustrative and do not limit the sense of the words preceding those terms and shall be deemed to be followed by the words "without limitation".

1.4. Severability: If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such determination shall not impair or affect the validity, legality or enforceability of the remaining provisions hereof, and each provision is hereby declared to be separate, severable and distinct.

1.5. Predecessors, Successors and Assigns: This Agreement shall supersede any previous agreements made between Parties and/or any connected entities that are or were in the same group of companies. This Agreement shall endure to the benefit of and shall be binding on and enforceable by the parties and, where the context so permits, their respective successors and permitted assigns. The rights and obligations of the Parties can be transferred/novated only upon mutual written agreement.

1.6. Start date: The Service Provider shall commence the provision of the Services starting from the Effective date. The Services shall be rendered on the permanent month-by-month basis, unless otherwise agreed by the Parties further.

1.7. Service delivery: The Service Provider shall provide the Services remotely.

2. SCOPE OF THE AGREEMENT

2.1. In accordance with the terms and conditions of the present Agreement the Service Provider shall render to the Customer the following software development services (hereinafter — the 'Services'):

- Integration of software products according to the Customer's requirements on Customer's request;



A.K.

- Provision of the Services to prevent unauthorized access to the systems and software products on Customer's request;
- Infrastructure examination;
- Analysis of the security level: confidentiality of financial data, access policy, information security processes;
- Work with information security controls, exposure, incidents, network infrastructure security;
- Technical support and technical audit of the Customer's software, equipment, databases, servers used in its operational activity;
- Implementation of the Dos attacks prevention system: analyzing incoming traffic, detecting attack conditions and blocking the malicious traffic;
- Examine separate equipment and IT infrastructure as a whole, analyze processes, maintenance and backup, assess the work of IT specialists and, if necessary, their information security expertise;
- Analyze security level;
- Verify if all Customer's software and equipment is working properly and effectively, conduct software inspection for damage and functionality, check system downtime records and software performance measurement;
- Check if all data center policies and procedures are documented and located at the data center;
- Assess the security of the Customer's data center, servers, software, and equipment;
- Development of software products on Customer's request;
- Competitor analysis in real time.

2.2. At the written request of the Customer, the Service Provider can provide other software development services not provided for in clause 2.1. of this Agreement.

2.3. The Services shall be performed in a proper manner, which means that the Services must be provided in a compliance with all applicable laws and regulations and meet the requirements that will be stipulated in the oral or written the Customer's instructions.

2.4. The Customer shall accept such Services and pay Service Fees due (hereinafter referred to as the "Service Fees").

2.5. The Customer will cooperate with the Service Provider in the Services rendering by providing the Service Provider at its request with a necessary data, instructions, approvals, permits, decisions and information.

3. PRICE OF THE SERVICES AND SETTLEMENT PROCEDURE

3.1. The Service Fee is indicated in the invoice of the Service Provider according to the preliminary conditions agreed with the Customer.

3.2. Payment for the Services shall be calculated: hours multiplied on price for one hour. Price per one hour of Services shall be 100.00 EUR (one hundred euros 00 cents).

3.3. All payment under this Agreement shall be made in EUR.

3.4. Service Fee shall be calculated monthly in arrears and paid within 30 (thirty) calendar days of the Invoice Date.

3.5. The Customer shall make all payments via wire transfer to the account, specified in an invoice issued by the Service Provider.

3.6. Wire transfer bank fees and other related to payments commissions shall be paid for by the Customer.



A.K.

3.7. In case of any changes to Parties details, Parties shall exchange their updated details via email:

- **If to the Service Provider, to:**

Attn: Code Harbor Limited, Director

Email: office@code-harbor.com

- **If to the Customer, to:**

Attn: Elena Karaïskou

Email: legal@tlf.com and copy to wainsworthludomaticsnv@g-force-corporate-services.com

3.8. The Customer will have 5 (five) banking days from the date of receipt of an invoice to determine any disputes according to the invoice. In the event that within this period the Customer has not made a written reasoned claim to the Services rendered according to an invoice, then such Services shall be considered accepted by the Customer.

3.9. **Expenses:** Customer shall reimburse Service Provider within 15 (fifteen) calendar days of invoice for all the reasonable out-of-pocket expenses incurred by Service Provider in the performance of services for or at the request of Customer, including for any related expenses; provided, however, Service Provider shall obtain a prior consent of Customer before incurring any single expense or aggregate monthly expenses in excess of €1,500 (one thousand and five hundred Euro).

4. INTELLECTUAL PROPERTY

4.1. The Customer hereby grants to the Service Provider a nonexclusive, nontransferable license to use, reproduce, and modify the Customer's materials, information and other content provided by the Customer in connection with the Service Provider's performance of the Services.

4.2. The Customer shall exclusively own all the Intellectual Property which the Service Provider conceives, develops or contributes to in the course of providing the Services, including and without limitation to, ideas, know-how, marketing plans, designs, techniques, documentation, records regardless of the form or media, on which such is stored.

5. CONFIDENTIALITY

5.1. Either Party shall not disclose to any other person any information, in any form, disclosed by one Party (hereinafter — the '**Disclosing Party**') to the other Party (hereinafter — the '**Receiving Party**') in the performance of this Agreement and which has been clearly designated as confidential or explicitly, by its nature is confidential, including information about the Services, the Party's clients as well as any other information intended for internal use by one of the Parties (hereinafter — the '**Confidential Information**'), with the exception of:

5.1.1. information that is necessary for the person engaged by the Receiving Party in connection with the performance hereunder, provided that the Receiving Party ensures that such person maintains confidentiality; or

5.1.2. information required to be disclosed in accordance with the applicable law.

5.2. Either Party uses the Confidential Information exclusively for the performance hereunder.

5.3. The Confidential Information is not information that:



5.3.1. is or becomes publicly accessible otherwise than as a result of a violation of this Agreement by the Receiving Party; or

5.3.2. independently developed by the Receiving Party, its employees or agents; or

5.3.3. is provided or becomes available to the Receiving Party otherwise than according to this Agreement, and without any restrictions regarding its use or disclosure.

5.4. This section shall survive the expiration or termination of this Agreement for a period of 3 (three) years.

6. EFFECTIVE PERIOD OF THE AGREEMENT. TERMS AND CONDITIONS OF ITS TERMINATION

6.1. This Agreement shall enter into force on the Effective Date and shall remain in effect for a period of one (1) year.

6.2. If neither of the Parties notifies the other Party in writing about the withdrawal of the Agreement in 30 (thirty) calendar days before the expiration of the Agreement, the Agreement shall be deemed extended for the same period and under the same conditions.

6.3. Either Party may terminate the Agreement, with or without any reason, at any time, by providing a thirty (30) days' notice to the other Party.

6.4. Either Party may terminate this Agreement upon notice in writing if:

6.4.1. the other is in breach of any material obligation contained in this Agreement, which is not remedied (if the same is capable of being remedied) within 30 (thirty) calendar days of written notice from the other Party so to do; or

6.4.2. a voluntary arrangement is approved, a bankruptcy or an administration order is made or a receiver or administrative receiver is appointed over any of the other Party's assets or an undertaking or a resolution or petition to wind up the other Party is passed or presented (other than for the purposes of amalgamation or reconstruction) or any analogous procedure in the country of incorporation of either party or if any circumstances arise which entitle the Court or a creditor to appoint a receiver, administrative receiver or administrator or to present a winding-up petition or make a winding-up order in respect of the other Party.

6.5. Either party may terminate this Agreement in the event of the Change of Control of the other party to a direct competitor of the other party following the service of 20 (twenty) calendar days' notice in writing, provided that such Party reasonably defines and determines that the Change of Control will adversely affect the party electing to terminate.

6.6. Any termination of this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either Party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

6.7. If till the moment of the Agreement termination any Services were already rendered to the Customer, the Customer shall pay for these Services in full.

6.8. If at the moment of termination of the Agreement the Customer had already made a prepayment for the Services rendering by the Service Provider, but the Service Provider had not actually started to render the Services to the Customer yet, then the Service Provider will refund to the Customer the amount of such prepayment. If the Service Provider has already started to render the Services to the Customer at the moment of termination of the Agreement, and the Customer has already made a prepayment for the Services rendering



A.K.

by the Service Provider, then the part of the made prepayment which is the difference (if any) between the amount of prepayment and the cost of the Services that were already rendered by the Service Provider to the Customer at the moment of termination of the Agreement will be returned to the Customer.

7. LIABILITY AND INDEMNIFICATION

7.1. In no event shall either Party be liable to the other under or in connection with this Agreement or otherwise for any loss of business, profits, anticipated savings, data, or for any indirect or consequential loss whatsoever.

7.1.1. The Service Provider shall have no liability for any period of downtime of the services caused by or resulting from: a failure of servers, related equipment or hardware used by the Customer for the provision of the services; a failure or disruption of internet services not resulting from fault or negligence by a company in the Service Provider's group and/or any other technical service outage not occasioned through fault or negligence by a company in the Service Provider's group.

7.2. Without limiting the general exclusion of liability as provided in the clause 7.1., the liability of each of the Parties and any of its associates, affiliates, parent or subsidiary corporations, to the other party, whether for negligence, breach of contract, misrepresentation or otherwise will in respect of a single occurrence or a series of occurrences will in no circumstances exceed the amount of 50,000.00 EUR (fifty thousand euros 00 cents).

8. PROCEDURE FOR MODIFICATION

8.1. Any amendments and additions to this Agreement shall be executed in writing and agreed by the Parties.

9. GOVERNING LAW AND DISPUTE RESOLUTION

9.1. The governing law of the Agreement shall be the law of England and Wales.

9.2. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be resolved initially through negotiations within 30 (thirty) calendar days after one of the Parties has notified another on the matter of dispute and initiated negotiations, or sent a contest.

9.3. If such disputes cannot be resolved through negotiations, all disputes arising out of or in connection with this Agreement, including any disputes regarding its existence, validity or termination, shall be resolved in the London Court of International Arbitration (LCIA).

10. NOTICES

10.1. Any notice, request, demand, consent or other communication provided or permitted hereunder will be in writing and given by personal delivery, recorded delivery or courier delivery whose address for the receipt of such document is as follows:

- **If to the Service Provider, to:**

Attn: Code Harbor Limited, Director

Email: office@code-harbor.com

- **If to the Customer, to:**

Attn: Wainsworth Ludomatics N.V.. Legal Department

Address: Kaya Richard J. Beaujon Z/N Landhuis Joonchi II, P.O. Box 6248, Curacao

Email: legal@tlf.com and copy to wainsworthludomaticsnv@g-force-corporate-services.com

or to such other address for delivery or facsimile as a party may, in writing, direct. Any notice so given will be deemed to have been received on the date it was delivered or transmitted. **Delivery of a 'copy'** of any communication as provided for above shall be a required condition of proper delivery hereunder.

11. MISCELLANEOUS

11.1. Force Majeure. No Party will be responsible for the breach of its obligations under this Agreement if such breach is caused by armed conflicts, riots, strikes, natural disasters, man-made disasters and other force majeure circumstances.

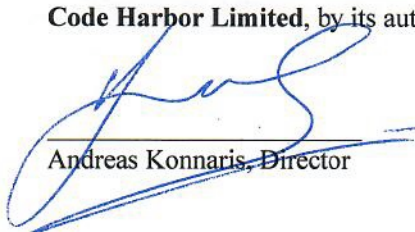
11.2. Entire Agreement. This Agreement sets forth the entire understanding and supersedes all prior and contemporaneous agreements between the Parties relating to the subject matter contained herein and merges all prior and contemporaneous discussions between them.

11.3. Severability. In the event that any clause of this Agreement shall be unenforceable or invalid under applicable laws or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole.

11.4. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. If this Agreement is signed by a Party and then faxed or scanned, the faxed or scanned copy shall be as good as an original, wet-ink signed copy for all intents and purposes.

IN WITNESS WHEREOF, the Parties acknowledge the intention to implement all the provisions of this Agreement.

Code Harbor Limited, by its authorized signatory, who is duly authorized to bind the entity:



Andreas Konnaris, Director

Wainsworth Ludomatics N.V., by its authorized signatory, who is duly authorized to bind the entity:



Gouloud Mercedes Hammoud obo Guardian Corporation Curacao B.V.

Managing Director

Date: March 27, 2024