

MARKETING SERVICES AGREEMENT

This Marketing Services Agreement (the “**Agreement**”) is made and entered into on 1st January 2025 (the “**Effective Date**” by and between **Rainmaker Group Limited**, a company registered under the laws of Hong Kong, with its registered address at 2003, 20/F, Tower 5, China Hong Kong City, 33 Canton Road, Tsim Sha Tsui, Kowloon, Hong Kong (the “**Service Provider**”) and **Wainsworth Ludomatics N.V.**, a company registered under the laws of Curacao, with its registered address at Kaya Richard J. Beaujon z/n, Landhuis Joonchi II, Curacao (the “**Company**”).

The Company and the Service Provider may also be referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

WITNESETH

WHEREAS the Company is a licensed online gaming operator under the laws of Curacao and offers online games of chance through its website (the “**Company’s Services**”) ; and

WHEREAS the Service Provider is a marketing services provider, which has expertise in SEO services, Search Engine marketing, and any other related advertising and marketing services, business management services, business strategies and planning, risk management consulting, software/IT consulting, innovation, digital transformation, procurement, business process consulting and other related services; and

WHEREAS the Company desires to engage the Service Provider, and the Service Provider desires to be engaged by the Company, all subject to and in accordance with the terms and conditions specified in this Agreement.

NOW THEREFORE, in consideration of the mutual promises and undertakings of the Parties, it is hereby agreed as follows:

1. **Engagement of the Parties**

- 1.1. The Company hereby engages the Service Provider and the Service Provider agrees to be engaged by Company and serve as a service provider of the Company, all subject to and in accordance with the terms and conditions specified in this Agreement. In such capacity, the Service Provider shall provide the Company with the services specified in **Appendix A** attached hereto (collectively, the “**Services**”).

2. **Representations and Warranties**

1. The Service Provider shall perform the Services in a loyal and devoted manner, in complete adherence to the terms of this Agreement.
2. The Service Provider represents and warrants that:



- 2.1. It has, and shall utilize, all requisite expertise, professional qualifications, skills, efforts, experience, technical and any other resource required to perform the Services, and with the highest degree of professionalism to the full satisfaction of the Company, and fulfill its obligations hereunder.
 - 2.2. It has, and will have throughout the Term of this Agreement, any and all licenses and permits required in connection with the performance of the Services pursuant to this Agreement.
 - 2.3. It is free to provide the Company with the Services, upon the terms contained in this Agreement, and there are no legal, commercial or contractual restrictions preventing the Service Provider from fully performing all of its duties hereunder.
 - 2.4. The execution and delivery of this Agreement and the fulfillment of the terms hereof will not constitute a default under, or a breach of, any agreement or other instrument to which it is a party or by which it is bound, including without limitation, any confidentiality or non-competition agreement, nor will it require the consent of any person or entity.
 - 2.5. The Services do not constitute a default under or a breach of any applicable law, rule or regulation. In providing the Services, the Service Provider shall comply with all applicable laws.
 - 2.6. The Services, and any use thereof, shall not infringe any copyright, patent, trademark, trade secret or other proprietary rights of any third party.
3. The Service Provider shall provide the Services to the Company solely by itself and shall not be entitled, directly or indirectly to assign all or part of its rights and/or obligations to a third party, and shall not have any other person or entity perform any of the Services pursuant to this Agreement, without the Company's prior consent.
4. The Service Provider shall comply at all times with all applicable laws and regulations. The Service Provider will not at any time, nor will the Service Provider allow, assist or encourage others to market and promote the Company, directly or indirectly within any environment that could reasonably be construed as itself operating illegally or in such a way that any association with such an environment may cause damage to the reputation of the Company
5. The Service Provider shall notify the Company immediately should anything occur or come to its attention which would or might prevent it from providing the Services at the level required by the Company. In these circumstances, the Company and the Service Provider shall negotiate in good faith the terms on which the Services will be continued.
6. The Service Provider shall follow the instructions of the Company, and report to any person designated by the Company for such purpose from time to time. In the event of any contradiction between such instructions and the provisions of this Agreement, the provisions of this Agreement shall prevail and govern.
7. The Service Provider shall not have any authority to bind or obligate the Company with



respect to third parties in any matter whatsoever, without the prior, express written consent of the Company.

8. Pursuant to this Agreement, Service Provider shall act as an independent contractor and there will be no employee-employer relations, or any kind of partnership or joint venture, between Company or any member of its Group (as defined below) and the Service Provider or any of Service Provider's employees, consultants or shareholders (collectively, "**Associates**").
9. The Company, in its sole and absolute discretion, may procure services similar or identical to the Services, from any third party at any time.
10. The Service Provider may not sub-contract or otherwise delegate its obligations under this Agreement without the Company's prior written consent. The Company may withhold its consent in respect of any matters covered by this sub-section in its entire discretion.

3. ***Fees and Payment Terms***

- 3.1. In consideration for the Services performed by the Service Provider, and subject to Service Provider's fulfillment of its obligations hereunder, the Company shall pay the Service Provider on a monthly basis, a fixed amount of One Hundred Thousand Euros (€100,000,00) (the "**Service Fee**").
- 3.2. Unless otherwise agreed between the Parties, the Service Fee shall be paid to the Service Provider within thirty (30) days following the end of the month in which the invoice was issued by the Service Provider (NET+30).
- 3.3. The Service Provider shall pay any and all taxes, duties, fees and/or other impositions that may be levied upon the Service Provider with regard to the provision of the Services hereunder.
- 3.4. In the event that pursuant to any law or regulation, tax is required to be withheld at source from any payment made to the Service Provider, the Company shall withhold the said tax at the rate set forth in the certification issued by the appropriate taxing authority or at the rate determined by said law or regulation, unless Service Provider provides a certificate evidencing an exemption (or lower rate) from such requirement.
- 3.5. The Service Provider shall not be entitled to any other indemnification, compensation, remuneration or any other payment whatsoever in connection with the performance of the Services hereunder, other than the Service Fee, in accordance with and subject to the provisions of this Section 3.

4. ***Independent Contractor***

- 4.1. The relationship of Service Provider and its employees and other personnel with Company will be that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship. Neither the Service Provider nor any Associates have any authority to (and none of them will) bind or obligate Company or any member of its Group (as defined below) by contract or otherwise. Neither the Service Provider nor any Associates shall make any



representations or warranties, contracts or commitments to anyone with respect to any contract or otherwise on behalf of the Company or any member of its Group. Only Company may, at its sole discretion, determine whether or not to enter into any agreement or obligation, for any or no reason.

- 4.2. The Service Provider or its employees and personnel will not be entitled to any of the benefits which Company may make available to its employees, such as group insurance, profit-sharing or retirement benefits.
- 4.3. The Service Provider acknowledges that it has read and fully understood the terms of this structure of the relationship between the Parties as an independent contractor, and Company will not withhold or make payments for social security; make unemployment insurance or disability insurance contributions; or obtain worker's compensation insurance on the Service Provider's behalf.
- 4.4. The Service Provider agrees to accept exclusive liability for complying with all applicable laws governing related to employment and labor matters including obligations such as payment of taxes, social security, disability and other contributions to its employees and advisors based on fees paid to the Service Provider under this Agreement. The Service Provider hereby agrees to indemnify and defend Company against any and all such taxes or contributions, including penalties and interest.

5. ***Term and Termination***

- 5.1. This Agreement is effective as of the Effective Date, and will continue in force until terminated by either Party, in accordance with the terms of this Agreement (the "**Term**").
- 5.2. This Agreement may be terminated by the Company upon a thirty (30) day's in advance written notice, for any or no reason.
- 5.3. This Agreement may be terminated at any time by either Party in the event of the other Party's breach of any of the material terms or conditions herein and the failure to cure such breach within fifteen (15) days after written notice thereof from the other Party, or in the event that either Party shall be or become insolvent, or if proceedings in bankruptcy, insolvency receivership or other similar proceedings have been initiated against the other Party and not canceled within thirty (30) days of said initiation.

6. ***Confidentiality***

- 6.1. In this Agreement, "**Confidential Information**" shall mean any information and data of a proprietary or confidential nature, whether in oral, written, graphic, machine-readable form, or in any other form, including but not limited to proprietary, technical, development, marketing, sales, price, operating, performance, cost, know-how, business and process information, computer programming techniques, and all record bearing media containing or disclosing such information and techniques, which is disclosed by one Party (the "**Discloser**") to the other Party (the "**Recipient**") pursuant to this Confidentiality Section. When appropriate, the term shall also include any samples, models or prototypes, or parts thereof. As used herein, "Discloser" or "Recipient", as the case may be, shall include such party and any member of its Group, as shall be from time to time.



"Group" shall mean, in respect of a party, the ultimate parent company of that party, together with every direct and indirect subsidiary of that holding company; a company is a 'subsidiary' of another company, its "holdings company", if (and for as long as) the other party (i) holds a majority of voting rights in it; (ii) is a member of it and has the right to appoint or remove a majority of its board of directors; or (iii) is a member of it and controls, pursuant to an agreement with other shareholders or members, a majority of the voting rights in it or the right to appoint or remove a majority of its board of directors.

"Representative" shall mean any person employed or otherwise engaged with Recipient.

- 6.2. Confidential Information does not include information which:
 - 6.2.1. Had become part of the public domain, through no fault of the Recipient; or
 - 6.2.2. Information disclosed to Recipient by a third party without an obligation of confidentiality; or
 - 6.2.3. Information that is already in the possession of the Recipient, as prove by written records; or
 - 6.2.4. Information has been developed independently by the Recipient.
- 6.3. Each Party shall, both during the Term and thereafter:
 - 6.3.1. Keep all Confidential Information strictly secret and confidential and shall use its best efforts to prevent any unauthorised disclosure of such Confidential Information;
 - 6.3.2. Disclose and provide access to the Confidential Information only to Representatives on a "need to know" basis, only to the extent required for the purpose of this Agreement, and only provided that such Representatives have executed a confidentiality undertaking with terms which are not less restrictive than the terms of this Confidentiality Section;
 - 6.3.3. Ensure that any Representative to whom it discloses any Confidential Information is made aware of, and complies with, all of the obligations hereunder. Recipient is responsible for any Representative's breach of any obligations concerning the Confidential Information whether during or after their employment with, or engagement by, Recipient; and
 - 6.3.4. Use Confidential Information only in connection with the proper performance of this Agreement.
- 6.4. Without limiting the above provisions, save as required by law or any applicable competent authority to which either Party is subject (wherever situated), no Party shall make any public announcement, issue any press release or make any form of statement to the public about this Agreement or any ancillary matter without the prior written consent of the other Party, which shall not be unreasonably withheld or delayed.
- 6.5. Recipient acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and since a breach by Recipient of any of the promises or agreements contained herein may result in irreparable and continuing damage to the Discloser for which there may be no adequate remedy at law, Discloser shall be, without waiving any other rights or remedies, entitled to seek injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including monetary damages if appropriate).
- 6.6. This Confidentiality Section and/or any disclosure made in accordance herewith does not grant Recipient any rights in connection with the Confidential Information or any



trademark, copyright or patent whether existing or subsequently owned or controlled by Discloser.

- 6.7. Recipient undertakes, upon receiving Discloser's written request, to return to Discloser possession or destroy Discloser's Confidential Information as soon as reasonably possible.
- 6.8. This Section 6 shall continue in force after and despite the expiry or termination of this Agreement for whatever reason.

7. Intellectual Property

- 7.1. The Company shall retain all right, title and interest in and to any materials, graphic, program, data, designs, products, banners and any materials needed for the purposes of this Agreement (collectively, the "**Materials**") provided by it to the Service Provider. The Company grants the Service Provider a limited, non-exclusive, non-transferable license to use the Materials solely for the purpose of providing the Services in accordance with this Agreement.

8. Indemnification

The Service Provider shall indemnify and hold the Company and/or its affiliates and/or any of their officers, directors, employees or consultants (the "**Indemnified Parties**") harmless, and defend each of them from and against any and all demands, claims, actions, liabilities, losses, costs, damages or expenses whatsoever (including reasonable attorneys' fees) ("**Losses**") asserted against, imposed upon or incurred by any of the Indemnified Parties (whether absolute, accrued, contingent or otherwise), arising from or related to a breach by Service Provider of its representations, warranties or obligations hereunder. The Service Provider shall indemnify the relevant Indemnified Party within no more than seven (7) days of receipt of such demand from the relevant Indemnified Party.

9. Limitation of Liability

- 9.1. The Company shall not be liable to the other for any indirect, special, incidental, and/or consequential damages of any kind, arising under of or in connection with this Agreement.
- 9.2. The maximum aggregate liability of the Company for any liability arising under or in connection with this Agreement, howsoever arising (including by way of negligence or any other theory of law), shall be limited to the amount of compensation due to the Service Provider during the preceding one (1) month.

10. General Provisions

- 10.1. This Agreement constitutes the full and entire understandings and agreements between the Parties with respect to the subject matter hereof, and replaces and supersedes any previous agreement and/or communications between the Parties. This Agreement may only be amended, modified or varied by a written instrument duly executed by both Parties.
- 10.2. No failure, delay or forbearance of either Party in exercising any power or right hereunder shall in any way restrict or diminish such Party's rights and powers under this Agreement or operate as a waiver of any breach or non-performance by either Party of any of the terms or conditions hereof.



- 10.3. This Agreement and the rights hereunder may not be assigned or novated by any of the Parties hereto without the written consent of the other Party and any attempt to do so shall be considered null and void, provided that the Service Provider has the right to assign all rights and obligations under this Agreement to any of its affiliates or members of its group, upon written notice to that effect.
- 10.4. All notices required to be delivered under this Agreement shall be effective only if in writing at the designated address of each Party, and shall be delivered personally, or by prepaid first class or pre-paid air mail post.
- 10.5. Neither Party shall be liable for any delay in performing, or for failure to perform, its obligations under this Agreement if the delay or failure results from any cause or circumstance beyond its reasonable control, including without limitation, labour dispute, compliance with any law or governmental order, rule, regulation or direction, strike, lockout, pandemic, epidemic, fire, riot, war, and terrorism ("**Force Majeure Event**") to the extent that the same arises without the fault or negligence of such Party. If a Force Majeure Event occurs, the date(s) for performance of the obligation affected shall be postponed for as long as is made necessary by the Force Majeure Event, provided that, if any Force Majeure Event continues for a period of thirty days or more, either Party may terminate this Agreement, after such thirty-days period has elapsed due to force majeure immediately by written notice to the other Party. Each Party shall use its reasonable endeavours to minimize the effects of any Force Majeure Event.
- 10.6. This Agreement shall be governed by, interpreted and construed in accordance with the laws of Hong Kong, without regards to conflict of law provisions thereof. The Parties agree that any claims, legal proceedings, or litigation arising in connection with the Agreement, will be brought solely to the courts of Hong Kong and the Parties consent to the exclusive jurisdiction of such courts.
- 10.7. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof, and the remaining parts shall be enforced as if such invalid, illegal, or unenforceable part were not contained herein, provided, however, that in such event this Agreement shall be interpreted so as to give effect, to the greatest extent consistent with and permitted by applicable law, to the meaning and intention of the excluded provision as determined by such court of competent jurisdiction.
- 10.8. The Company shall be entitled to offset from any and/or all payments due to Service Provider, any and/or all amounts the Company shall be entitled to receive from the Service Provider at such time.
- 10.9. Either Party's failure or delay in enforcing any of the provisions of this Agreement shall not, in any way, be construed as a waiver of any such provisions, or prevent such party thereafter from enforcing each and every other provision of this Agreement which were previously not enforced.



IN WITNESS WHEREOF, the Parties have signed this Agreement as of the day and year first above written.

Wainsworth Ludomatics N.V.

Rainmaker Group Limited



By: Gouloud Hammound director of
Guardian Corporation Curacao B.V.
Title: Director
Date: 14.04.2025



By: Joan Roger Beaufort
Title: Director

APPENDIX A

SERVICES

The Service Provider shall provide the Company with the following Services:

1. Advertising/marketing services to Company through the Internet;

2. Search Engine Optimization;
3. Search Engine marketing;
4. Social Media marketing;
5. Social Media advertising management;
6. Identity Resolution services;
7. E-commerce strategies;
8. Content engagement plans;
9. Campaign content management;
10. Management consulting services and assist the Company in solving problems relating to management, leadership and operations;
11. Software/IT consulting services related to specific software, software engineering, and/or information technology. Providing consulting and advisory services to the Company with respect to everyday business operational decisions, including but not limited to, the choice of tools to be used by the Company's departments, and how these should be installed, supported and maintained;
12. Strategy consulting services, as well as guidance and advice on high-level decisions and planning for the Company's business, including but not limited to, with respect to important business decisions and strategies for the growth and expansion of the business in other markets;
13. Digital transformation consulting services pursuant to which the Service Provider shall assist the Company in implementing and/or improving the technology and employee performance with the help of technological innovation;
14. Innovation consulting services in order to assist the Company to adapt and change in a strategic way to create growth and new value for its customers;
15. Business process consulting services pursuant to which the Service Provider will provide expertise and guidance on the implementation and improvement of business processes of the Company, and the systems that run Company's business in general;
16. Public Relations consulting services in accordance with which the Service Provider shall make the public aware of news relating to the Company and its products, in a way that shall create public interest and acceptance;
17. Procurement consulting services and to assist the Company on finding and purchasing the goods needed from external sources;
18. Risk management consulting services;
19. Consulting and assisting the Company with audit reports, including reports from regulatory authorities;
20. Customer relationship management strategies, and other strategic marketing tactics.

