

SERVICES AGREEMENT

This Services Agreement (the "**Agreement**") is entered into effect on March 1st, 2025 (the "**Effective Date**"), by and between:

WAINSWORTH LUDOMATICS N.V., a company registered and organized under the laws of Curacao with registration number 146549 and registered office address at Kaya Richard J. Beaujon, z/n, Landhuis Joonchi II, Curacao (the "**Company**"); and

SOLUSERVE LIMITED, a company registered and organized under the laws of the Republic of Cyprus with registration number HE 452348 and registered office address at Agiou Athanasiou 29, floor 1, Agios Athanasios, 4102 Limassol, Cyprus (the "**Service Provider**").

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

PREAMBLE

WHEREAS, The Service Provider specializes in the provision of corporate, legal, compliance, accounting, human resources and similar related services and it has represented that it has the knowledge, skill, resources, experience and professional staff appropriate and suitable for the provision of such services; and

WHEREAS, The Company desires to engage the Service Provider for the provision of the services and the Service Provider accepts to provide the Services to 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 requests from the Service Provider and the Service Provider accepts to provide the Company the Services as described in **Annex 1** attached hereto (the "**Services**").

2. *Representations and Warranties*

- 2.1 The Service Provider shall provide the Services in a loyal and devoted manner, in complete adherence to the terms and conditions of this Agreement.
- 2.2 The Service Provider represents and warrants that:
- 2.2.1 It has, and shall utilize, all requisite expertise, professional qualifications, skills, efforts, experience, technical and any other resource required to provide the Services, and with the highest degree of professionalism to the full satisfaction of the Company and fulfill its obligations hereunder.
- 2.2.2 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.
- 2.2.3 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

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without limitation, any confidentiality or non-competition agreement, nor will it require the consent of any person or entity.

- 2.2.4 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.
- 2.2.5 The Services, and any use thereof, shall not infringe any copyright, patent, trademark, trade secret or other proprietary rights of any third party.
- 2.3 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.
- 2.4 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.
- 2.5 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.
- 2.6 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 and the Service Provider or any of Service Provider's employees, consultants or shareholders (collectively, "**Associates**").
- 2.7 The Company, in its sole and absolute discretion, may procure services similar or identical to the Services, from any third party at any time.
- 2.8 The Service Provider is entitled to sub-contract or otherwise delegate its obligations under this Agreement, subject to 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, a monthly service fee as stipulated in **Annex 2** attached hereto, following the receipt by the Company of a valid invoice issued by the Service Provider.
- 3.2. 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.
- 3.3. 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

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provides a certificate evidencing an exemption (or lower rate) from such requirement.

4. **Sub-contractors**

The Service Provider remains fully responsible and liable for the performance, compliances, acts, omissions or errors (collectively, the “**Acts**”) of all subcontractors, as if such Acts were committed or made by the Service Provider, provided that the Company provided its written consent for such subcontractor(s).

5. **Term and Termination**

- 5.1. This Agreement shall commence on 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 either the Company or Service Provider upon a thirty (30) day 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.

“**Representative**” shall mean any person employed or otherwise engaged or authorized or appointed 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 unauthorized 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. **Indemnification**

Either Party shall indemnify and hold the other Party 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 each of the Parties of their representations, warranties or obligations hereunder. Either Party shall indemnify the relevant Indemnified Party within no more than seven (7) days of receipt of such demand from the relevant

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Indemnified Party.

8. **Limitation of Liability**

- 8.1. Each Party 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.
- 8.2. The maximum aggregate liability of each Party 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 three (3) months.

9. **General Provisions**

- 9.1. 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.
- 9.2. 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.
- 9.3. 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.
- 9.4. 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.
- 9.5. 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, labor 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 and/or a Work Order, 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 endeavors to minimize the effects of any Force Majeure Event.
- 9.6. This Agreement shall be governed by, interpreted and construed in accordance with the laws of the Republic of Cyprus, 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 Limassol, Cyprus and the Parties consent to the exclusive jurisdiction of such courts.
- 9.7. 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

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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.

- 9.8. 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.
- 9.9. 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.

COMPANY

Signed by:

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Name: Gouloud Hammoud obo
Guardian Corporation Curacao B.V.
Title: Director
WAINSWORTH LUDOMATICS N.V.

SERVICE PROVIDER

Signed by:

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Name: Eleni Karaiskou
Title: Director
SOLUSERVE LIMITED

ANNEX 1.

SERVICES

The Service Provider shall provide the following Services to the Company in accordance with the terms and conditions of the Agreement:

1. Corporate, Legal, Compliance and Administrative Services:

- a. Review, negotiate and drafting of agreements;
- b. Consulting on corporate structures and compliance with the local laws;
- c. Ensure compliance with legal and industry standards and regulations;
- d. Review and update company's policies and procedures;
- e. Communication with corporate service providers to ensure that the Company is up to date with its obligations.
- f. Provision of administrative support as required from time to time by the Company.
- g. Assist the Company with corporate requests including but not limited to requests for changes to the directors and corporate structure of the Company;
- h. Assist the internal compliance department with regulatory issues;
- i. Provision of compliance internal support, in structuring, regulatory framework, licensing, launching financial products in various jurisdictions, interacting with local counterparties;
- j. Any other related service and support.

2. Accounting Services:

- a. Record and maintain records for all financial transactions of the Company;
- b. Liaise with the external auditors of the Company for the preparation of Financial Statements and Tax Reports;
- c. Ensure tax compliance and management of all tax filings in compliance with tax regulations;
- d. Preparation, development and management of budgeting and forecasting.
- e. Monitor and optimization of the cash flow of the Company;
- f. Oversee the Company's financial assets, liabilities and stability.
- g. Any other related service and support.

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ANNEX 2.

SERVICE FEE AND PAYMENT TERMS.

The Monthly Service Fee shall be EUR 11,500,00 (Eleven Thousand and Five Hundred Euro) plus VAT or sales tax, if and as applicable.

The Service Fee shall be paid to the Service Provider not later than fifteen (15) days following receipt of a valid invoice issued by the Service Provider to the Company.

Additional expenses reimbursement: Any expenses incurred by the Service Provider during the performance of this Agreement shall be reimbursed by the Company, provided that the Service Provider has obtained the Company's prior written consent and against documented evidence and official invoices plus VAT or sales tax, if and as applicable

Any additional services that may be requested by the Company and are not considered as part of this Agreement shall be charged on a per hour basis fee which will be prior agreed upon the Parties.

The additional expenses and additional services, if any, shall be paid to the Service Provider not later than fifteen (15) days following receipt of a valid invoice issued by the Service Provider to the Company.

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