

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES (the "**Agreement**") is made on the 20th of February 2024 by and between:

1. **GEM Solutions B.V.**, a company incorporated in Curacao with company number **165473** and with registered office at Kaya Richard J. Beaujon Z/N Landhuis Joonchi II, Willemstad, Curacao (hereinafter referred to as "**the Customer**"), on the one part,

AND

2. **Gemplay Limited**, a company incorporated under the laws of the Republic of Cyprus, under registration number **HE 456549** and with its registered address at Konitsis 9a, Larnaca 6037 Cyprus (hereinafter referred to as "**the Agent**"), on the other part.

Together, the **Customer** and the **Agent** are referred to as the "**Parties**",

WHEREAS

- A. The Customer is of the opinion that the Agent has the necessary qualifications, experience and abilities to provide the services as defined below to the Customer.
 - B. The Agent is agreeable to providing the services as defined below to the Customer on the terms and conditions set out in this Agreement
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NOW therefore it is agreed by the Agent and the Customer as follows:

1. APPOINTMENT AND SCOPE OF SERVICES:

1.1. The Customer hereby appoints the Agent for providing the following services:

- a. Marketing and Promotional services of the Customer's operations;
- b. Management and administration services including but not limited to the preparation of contracts, recording of some accounts, as well as representing and negotiating with payment processors and payment system companies the terms and details of various transaction contracts, and operational services;
- c. Management and conduct of the affairs and banking transactions of the Customer (processing and handling of all banking affairs of the Customer (performance of processing services));

(hereinafter referred to as the "**Services**"), and the Agent accepts such appointment in consideration for a remuneration fee in accordance with the terms and condition contained herein.

- 1.2. The Customer shall provide the Services outlined herein, in accordance with their standard business terms and conditions.



2. TERM AND TERMINATION:

- 2.1 This Agreement shall be effective as of the date first written above and shall remain in full force until a written notice of termination as provided in clause 2.2 below is sent by either party or terminated as per the provisions of clause 2.3.
- 2.2 Either party may terminate this Agreement at any time upon giving notice not less than 30 (Thirty) days prior to termination in writing to the other party.
- 2.3 This Agreement shall be immediately terminated upon the occurrence of any one of the following events:
- If the Agent or the Customer becomes bankrupt or upon the appointment of a receiver, administrator, manager, curator, trustee, judicial factor or similar officer in respect of any of them.
 - If the Agent or the Customer's ability to carry out its obligations hereunder is prevented or substantially interfered by any regulation, law, decree, or any act of State or other Governmental action.
 - If the Agent or the Customer commit any breach of any of its obligations hereunder and fails to remedy such breach within 60 (Sixty) days of receipt of the innocent party's written notice specifying such breach.
- 2.4 Termination of this Agreement shall not affect the rights and liabilities of either party subsisting at the date of termination.

3. DUTIES OF THE PARTIES:

- 3.1 The Services shall be carried out by the Agent with all due dispatch, care, accuracy and attention, and in compliance with the highest standards of relevant established current practice.
- 3.2 The Customer shall keep for the benefit of the Agent full and adequate books of account and other complete records of all transactions in connection with its operations which will reflect the results of its operations. As such, the Customer hereby agree to fully co-operate and provide to the Agent or their representatives all accounting or other related documents for examination, inspection and audit.

4. REMUNERATION:

- 4.1 Acting pursuant to this Agreement, the Agent will be effectively borne with expenses such as, expenses charged by payment processors e.g. commissions, charges, set up fees and any other related expenses in connection with the performance of the Services.
- 4.2 The Customer undertakes to reimburse the Agent for any expense incurred and paid for with a margin of 4%.
- 4.3 The fee shall be paid to the Agent on a quarterly basis, within 21 (Twenty-one) days from the end of the fiscal quarter.

- 4.4 Such payment shall be made by bank transfer to the bank account of the Agent, the details of which shall be notified to the Customer.

5. EXPENSES

- 5.1 The Customer shall reimburse the Agent promptly upon request for out-of-pocket expenses reasonably incurred in connection with the performance of Services pursuant to this Agreement, subject to the provision by the Agent of satisfactory documentation of such expenses.

6. CONTRACTORS COVENANTS

- 6.1 The Agent shall provide the Services to the Customer in the highest professional manner and shall devote all time and effort necessary to achieve set targets.
- 6.2 The Agent or the Customer shall not at any time during or after the termination of this Agreement disclose to any person whatsoever any information or any trade secrets relating to the Agent or the Customer which have or shall after commencement of this Agreement become known to them and have been designated by the disclosing party as confidential, unless the other Party consents or such disclosure is required by law.

7. BREACH OF CONTRACT

- 7.1 Breach of any of the terms and conditions of this Contract by the Customer, will automatically give the right to the Agent to claim and receive payment from the Customer for any fees due, within 5 (Five) business days, to the account of the Agent.

8. OTHER TERMS

- 8.1 Any alterations, modifications and/or amendments made to this Agreement shall be made in writing and signed by both parties.
- 8.2 This Agreement shall not be assigned or transferred by any party to this Agreement without the prior written consent of the other party.
- 8.3 If any provision or term of this Agreement or any part thereof shall become illegal, invalid or unenforceable by reason of the provision of any legislation or other provisions having the force of law or by reason of any decision of any Court or other body or authority having jurisdiction over the Parties, such terms or provisions shall be deletable from this Agreement and shall be deemed to be deleted from this Agreement while the other provisions hereof shall continue in full force and effect.
- 8.4 All notices and other appropriate correspondence with reference to this Agreement shall be in writing and delivered in person or sent to the respective party at the postal address or email address or facsimile number that will be communicated between the Parties.
- 8.5 This Agreement sets forth and shall constitute the entire Agreement between the Parties with respect to the subject matter hereof and shall supersede any and all promises, representations, warranties or other statements whether written or oral made by or on

behalf of one party to the other of any nature whatsoever.

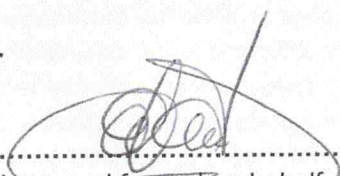
8.6 The headings of the paragraphs of this Agreement are for informational purposes only.

9. JURISDICTION

This Agreement shall be subject to and construed in accordance with the laws of Cyprus and the Parties submit to the exclusive jurisdiction of the Cyprus courts in connection herewith.

IN WITNESS WHEREOF this Agreement has been signed by the duly authorized signatories of the aforementioned parties hereto on the date written above

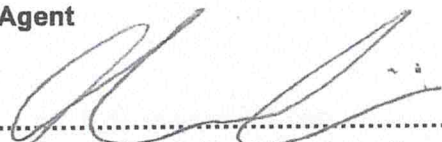
Customer


Gouloud Hammoud for and on behalf of Guardian Corporation Curacao B.V.; for and on behalf of GEM Solutions B.V.
(Director A)

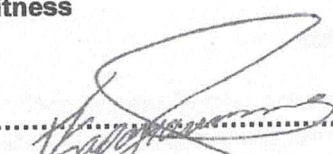
Witness


Name: Emely Curiel

Agent


Stefano Sordini, for and on behalf of Gemplay Limited (Director)

Witness


Name: Georgios Karayiannis

**TRUE COPY
OF THE ORIGINAL**


CHRISTAKIS KAPITANIS
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