

NOMINEE (AGENCY) AGREEMENT

This Nominee (Agency) Agreement (hereinafter referred to as 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 THE AGENT, will collect the funds on behalf of the Customer and will execute payments as per the Customer’s instructions. The Customer will pay a **monthly fee** for the use of these services to the Agent.

WHEREAS THE PARTIES, desire to set down in writing their agreement with regard to the provision of the services by the Agent to the Customer all in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in accordance of the mutual covenants and premises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Customer and the Agent hereby agree the following:

1. APPOINTMENT

1.1 The Agent shall permit the Customer to conduct the Business Activities through the bank account of the Agent.

Without derogating from the generality of the foregoing, it is specifically agreed that:

- All assets/liabilities of the Business Activities arising from this agreement, excluding assets/liabilities arising to the agent directly, shall be owned by/due to the Customer;
- All money held by the Agent at the time in respect of the Business Activities shall save for the consideration and reimbursement of expenses referred to in Clause 3, sub-clause 3.4, be held by the Agent as nominee or bare trustee for the Customer;



- In carrying out obligations in terms hereof, the Agent shall not, unless authorized by the Customer or required by law to do so, disclose to any third party that the Agent is acting as agent/nominee for the Customer;

Notwithstanding the foregoing provisions for this clause 1 the Agent shall not enter into any contract on behalf of the Customer and the Agent shall not make any decisions with regards to the Business Activities and shall at all times act only with the express authorization of, or upon instructions from the Customer.

2. ACTIONS OF PRINCIPAL AND AGENT

2.1 Upon requested and directed by the Customer, the Agent shall collect funds from the Customer and execute payments as per Customer's instructions;

2.2 Upon requested and directed by the Customer, the Agent may handle and pay all the administration, marketing, professional expenses of the Principal;

2.3 Upon termination of this agreement for any reason whatsoever, the Agent shall immediately deliver up to the Customer all bank related document such as, bank statements, cheque books, contracts, correspondence and any other documents or items or property of any nature whatsoever relating to the Business Activities, the Agent being entitled to retain copies of all such items, always provided that the Customer shall authorize the Agent or the Agent's duly authorized representative to have such access to the said documents as the Agent may reasonably require for the purposes of inspection, copying or verification;

2.4 The Agent may receive payments marked in favor of the Customer and hold them upon account for the benefit of the Customer.

3. FEES AND INDEMNITIES

3.1 In consideration of the Agent's undertakings in terms hereof, the Customer shall pay to the Agent as follows:

- 1% if the total amount of funds collected is up to €500,000
- 0.5% if the total amount of funds collected is up to €5,000,000
- 0.35% if the total amount of funds collected is up to €20,000,000
- 0.25% if the total amount of funds collected is up to €30,000,000

3.2 The fee shall be paid to the Agent on a yearly basis.

3.3 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.

3.4 The Customer shall indemnify the Agent on demand against any and all losses and expenses which the Agent incurs as a result of the Agreement.

4. ASSIGNMENT AND TRANSFERS

4.1 Neither party may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other party.

5. DURATION

5.1 This Agreement shall, subject to any material breach thereof by either party remain in force until terminated by the giving of the one (1) calendar month's written notice of termination by the one party to the other.

6. NOTICE

6.1 Any written notice to be served hereunder shall be delivered by hand or send by post to the party to be served at the address given above or at such other address of which the party to be served shall have notified in writing the party serving the notice shall be deemed duly served when it is actually delivered (in the case of service by hand) or seven (7) calendar days after the day when it was posted (in the case of service by post).

7. NO PARTNERSHIP

7.1 The relationship created in terms of this Agreement is one of the Customer and the Agent and nothing contained herein shall constitute a partnership between the parties hereto.

8. INDEMNITY

8.1 The Customer hereby indemnifies and holds harmless the Agent in respect of the costs, damages, expenses or loss of any nature arising directly or indirectly from the performance by the Agent of its obligations in terms of this Agreement, except in the event of gross negligence or willful misconduct by the Agent.

9. HEADINGS

9.1 The headings to the clauses of this Agreement are for ease of reference only and do not form part of the Agreement itself.

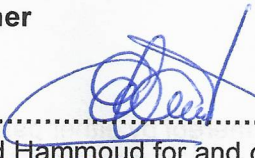
10. GOVERNING LAW

10.1 The validity, interpretation and construction of this Agreement shall be governed by the laws of Curacao. Each party agrees that the courts located in Curacao shall have exclusive jurisdiction over any dispute arising hereunder.



IN WITNESS HEREOF, the duly authorized representatives of each of the parties hereto have executed this agreement as of the date first written above:

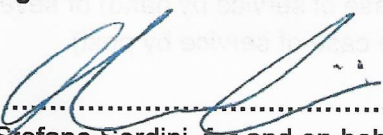
Customer


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

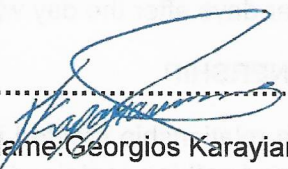
Witness


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Name: Emely Curiel

Agent


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

Witness


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Name: Georgios Karayiannis