

EMPLOYMENT AGREEMENT

This Employment Agreement (the “Agreement”) is entered into between:

PR Entertainment N.V., a public limited liability company incorporated under the laws of Curaçao, with its registered office at Zuikertuin Tower Unit 1B and 1C, Zuikertuintjeweg, Curaçao (the “Company”)

and

Maya Baroud (the “Employee”)

The Company and the Employee are hereinafter collectively referred to as the “Parties”.

PREAMBLE

WHEREAS the Company wishes to engage the services of the Employee in Curaçao in connection with its operational and regulatory activities;

WHEREAS the Employee wishes to provide such services and acknowledges having been informed of the Company’s policies and operational procedures;

WHEREAS the Parties have the legal capacity and authority to enter into this Agreement;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. POSITION

Job Title: Local Managing Director

Duties and Responsibilities

The Employee shall perform operational, administrative, and compliance-related duties for the Company in Curaçao, including but not limited to:

- Assisting with regulatory compliance matters;
- Liaising with the Curaçao Gaming Authority and third-party service providers;
- Assisting with AML/KYC administration and related compliance procedures;
- Maintaining and organising company records and documentation;
- Coordinating local operational matters in Curaçao;
- Assisting management with ongoing local compliance obligations;
- Supporting the Company’s local corporate substance and administrative requirements;

- Carrying out any other reasonable duties assigned by the Company from time to time.

The above duties may be amended or updated by the Company upon reasonable notice to the Employee.

2. REPORTING

The Employee shall report directly to the Company's Principals or to any other person designated by the Company.

3. REMUNERATION

In consideration for the services provided under this Agreement, the Company shall pay the Employee a gross monthly salary of €2,000 EUR.

Payment shall be made monthly in arrears by bank transfer or such other method as agreed between the Parties.

4. EMPLOYEE OBLIGATIONS

Care and Diligence

The Employee shall perform her duties with due care, diligence, professionalism, and in the best interests of the Company.

Loyalty and Confidentiality

The Employee shall act loyally and in good faith toward the Company and shall not disclose or misuse any confidential information obtained during the course of her employment.

5. CONFIDENTIALITY

Ownership of Information

All documents, materials, data, and information provided to or accessed by the Employee during the course of her employment shall remain the sole property of the Company.

Confidentiality Undertaking

The Employee undertakes that she shall:

- Keep strictly confidential all non-public information relating to the Company and its business activities;
- Not disclose, copy, transmit, or use any confidential information except as required in the proper performance of her duties;

- Take all reasonable measures to protect the confidentiality of Company information and documentation;
- Return all Company documents and materials immediately upon request or termination of employment.

These obligations shall survive termination of this Agreement.

6. GENERAL PROVISIONS

Entire Agreement

This Agreement constitutes the entire agreement between the Parties and supersedes any prior discussions or understandings.

Amendments

Any amendment to this Agreement must be made in writing and signed by both Parties.

Currency

All amounts under this Agreement shall be denominated in Euros (EUR).

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Curaçao.

Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original.

7. EFFECTIVE DATE

This Agreement shall become effective on 5 May 2025.

8. TERM

This Agreement shall continue for an indefinite term unless terminated in accordance with this Agreement.

9. TERMINATION

This Agreement may be terminated:

- By mutual written agreement of the Parties;

- By the Company upon dismissal of the Employee in accordance with applicable law;
- If the Employee is unable to perform her duties;
- In the event of force majeure;
- By either Party upon reasonable written notice.

Termination shall not affect any continuing obligations relating to confidentiality or accrued rights and liabilities.

10. ACKNOWLEDGEMENT

The Parties acknowledge that:

- They have read and understood this Agreement;
- They have had the opportunity to obtain independent legal advice;
- This Agreement reflects the full understanding between the Parties.

SIGNED IN TWO (2) COUNTERPARTS

At Willemstad, Curaçao

On this 1st day of May 2025

For and on behalf of the Company



Name: Maya Baroud
Title: Managing Director

Employee



Name: Maya Baroud