

Agreement Between Aquila and Zenith Crest BV

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This Agreement (hereinafter referred to as: the "Agreement") is made and entered into as of 1 October 2025, by and between: Aquila B.V. registered under number 162726, a company duly organized and existing under the laws of Curaçao (hereinafter referred to as: "Aquila"); and Zenith Crest BV registered under number 165208, a company duly organized and existing under the laws of Curaçao (hereinafter referred to as: "Zenith Crest BV"). Collectively referred to herein as the "Parties" and individually as a "Party".

1. Purpose

Aquila agrees to sell Virtual Machine (VM) subscriptions and related Web Cloud Storage solutions to Zenith Crest BV.

2. VM Subscription

• Price: €320.00 per month • vCPU: 4 Cores • RAM: 4GB • Disk: 100GB • Monthly Bandwidth: 4TB • Download/Upload Speed: 50 Mbps* • IP Address: Curaçao Dedicated IP • Operating System: Linux / Windows • Backups: Included • Server location Tier IV Datacenter in Curaçao.

** Shared bandwidth*

3. Bundled Cloud Storage Offer

Clients purchasing Web Cloud Storage shall receive a free VM subscription equivalent to the Web Cloud Storage plan purchased

4. Backups

Aquila shall perform daily backups of all data. Backup data will be stored using RAID configurations for redundancy. In addition, daily backups will be stored on a separate internal server, and a third copy of the backup will be maintained with a trusted third-party provider for disaster recovery purposes. All backup data shall be encrypted to ensure confidentiality and security.

5. Data Retention Policy

If Zenith Crest BV terminates a subscription, Zenith Crest BV shall have sixty (60) days to remove their data. After such period, all client data will be permanently deleted from Aquila's systems and from the backups. Notwithstanding the foregoing, Client may request in writing that data be preserved for an additional thirty (30) days.

6. Uptime and High Availability

Aquila shall ensure that all servers used to provide the services under this Agreement maintain industry-standard uptime. All Virtual Machines (VMs) provided to Zenith Crest BV will be protected by High Availability (HA) configurations to minimize downtime and ensure continuity of service. Notwithstanding the foregoing, Aquila reserves the right to schedule reasonable periods of system maintenance, during which services may be temporarily

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unavailable. Aquila shall provide Client with prior written notice of any such scheduled maintenance windows.

7. Permitted Use of Virtual Machines

The sole purpose of the Virtual Machines provided under this Agreement is to be used strictly for the compliance with the National Ordinance on Games of Chance (in Dutch: *Nationale Verordening voor Kansspelen*, hereinafter referred to as: "LOK"). The Virtual Machines shall not be used for general hosting purposes, including but are not limited to web hosting, mail hosting, game servers, media streaming, file sharing services, or any other activities unrelated to LOK compliance. Any such prohibited usage shall constitute a material breach of this Agreement.

If a client is found to be non-compliant with the Permitted Use of Virtual Machines, Client shall have a fifteen (15) day cure period to remedy such non-compliance. If the breach is not cured, Aquila may terminate the specific client's access. Termination of the entire Agreement shall only occur in cases of repeated or willful violations. The client shall be granted fifteen (15) days to remove all their data. After this period, all data will be permanently deleted from Aquila's systems and backups.

8. Billing and Payments

The fees for each VM subscription shall be determined in accordance with the subscription options set forth in Section 2. Invoices for the VM subscription shall be issued by IGadvisors Ltd, 112, IGA HUB, Level 3, Salvu Psaila Str, Birkirkara, BKR 9076, Malta (MT 2243-2702) to Zenith Crest BV.

9. Term and Termination

This Agreement shall remain in effect for one (1) year from the Effective Date. Thereafter, either Party may terminate this Agreement by providing three (3) months' written notice.

Either Party may also terminate this Agreement upon thirty (30) days written notice in the event of a material breach, provided such breach is not cured within the thirty (30) day period.

10. Confidentiality

Both Parties agree to keep any confidential information related to this Agreement, including but not limited to pricing, client information, and business plans, confidential and not to disclose such information to any third party without prior written consent.

11. Indemnification

Each Party agrees to indemnify and hold harmless the other Party from claims, damages, or liabilities arising out of its own acts, omissions, or breaches of this Agreement. Zenith Crest BV shall not be responsible for losses arising from Aquila's failure to maintain uptime, backups, or security standards.

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12. Limitation of Liability

Neither Party will be liable to the other for any indirect, incidental, or consequential damages arising out of this Agreement, including but not limited to lost profits or business interruptions. However, nothing in this Agreement shall limit liability for (i) gross negligence or willful misconduct; (ii) breaches of confidentiality; or (iii) data breaches arising from failure to implement agreed security measures. In any case, Aquila's liability shall not exceed twelve (12) months of fees paid under this Agreement.

13. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Willemstad, Curaçao, without regard to its conflict of law principles.

14. Miscellaneous

This Agreement represents the entire understanding between the Parties and supersedes all prior communications. Any amendments must be made in writing and signed by both Parties. Neither Party will be liable for failure or delay in performance due to circumstances beyond their reasonable control, including but not limited to acts of God, war, or governmental regulations.

15. Security & Disclaimer

1. Firewall Configuration: Aquila will provide a basic firewall security configuration for all Virtual Machines. By default, only SSH (for Linux) and RDP (for Windows) ports will be open.
2. Port Requests: Zenith Crest BV may request the opening of additional ports. Any such request must be submitted in writing. Aquila will configure the port as requested but shall have no responsibility for the security implications of the change.
3. Client Responsibility: Aquila shall not be responsible for any misconfiguration, maintenance, or administration of the Virtual Machines performed by Client or its clients that may result in security breaches, data loss, or service interruption.
4. Disclaimer: Except as expressly provided in this Agreement, Aquila makes no warranties, whether express, implied, statutory, or otherwise, regarding the Virtual Machines or related

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services, including any warranties of merchantability, fitness for a particular purpose, or non-infringement. Client acknowledges and agrees that ultimate responsibility for the secure operation and use of the Virtual Machines rests with Client.

16. Signatures

On behalf of Aquila B.V

Name : Johven Bonifacio

Date : 1 October 2025

Signature :



On behalf of Zenith Crest BV

Name : IGA Trust B.V.

Date : October 2nd, 2025

Signature :



Claire Godschalk (Oct 2, 2025 22:31:42 GMT+4)

Agreement of VM Hosting Services - Zenith Crest BV

Final Audit Report

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