

Service Agreement

This Service Agreement (the “**Agreement**”) is entered into 13 July 2023 (the “**Effective Date**”) by and between **TOPONE INFORMATION TECHNOLOGY LIMITED** (the “**Customer**”) located at Rm 1606 16/F TUNG CHE COML CTR 246 VOEUX RD W Sai Ying Pun, Hong Kong and **Ruszlán Pancsik** holder of Hungarian passport BS7757594 (the “**Service Provider**”) located at Masarykovo namesti 55, Mnichovice, Czech Republic, also individually referred to as the “**Party**”, and collectively the “**Parties**”.

1. **Services.** The Service Provider shall perform the following business consultancy services for the Customer (the “Services”):
 - 1.1. Strategic business consulting, including advising on market entry, competitive analysis, and strategic planning for IT-related projects.
 - 1.2. Financial and operational analysis to optimize the company’s resource allocation and profitability, and assistance in developing business forecasts.
 - 1.3. Consultation on regulatory compliance within Hong Kong’s IT sector, including assistance in aligning business practices with local laws and international standards.
 - 1.4. Business process optimization, including review of internal workflows and recommendations for digital transformation strategies.
 - 1.5. Market research and analysis to identify potential business expansion opportunities and partnerships in the IT sector.
 - 1.6. Periodic consultation with the Customer’s management team on project and financial performance and risk mitigation strategies.
 - 1.7. Assistance with preparation of presentations, reports, and strategic documentation as requested by the Customer.

The Service Provider agrees to devote at least 40 hours per month to the provision of these Services. Additional hours may be worked only upon prior agreement by both Parties.

2. **Compensation.** The Customer agrees to pay the Service Provider on a monthly basis, based on invoices submitted by the Service Provider. The rate shall be agreed upon by both Parties at the



beginning of each month. This Agreement does not set a fixed compensation, but the agreed hourly or project rate will be invoiced monthly.

Total Cost of the Services: Variable

Amount Due at Signing: Not applicable.

Amount Due at Completion: To be invoiced monthly.

3. **Expenses.** The Customer agrees to reimburse the Service Provider for all pre-approved expenses incurred in the course of providing the Services. The Service Provider shall submit any anticipated expenses to the Customer for written approval before incurring the cost. Unapproved expenses will not be reimbursed by the Customer.
4. **Payment.** The Service Provider shall submit an invoice to the Customer monthly. All invoices must be paid within 15 days from the invoice date. Payments may be made by bank transfer or other mutually agreed-upon methods to the bank account or payment details specified by the Service Provider on each invoice.
5. **Term.** The term of this Agreement shall commence on the Effective Date and continue for 24 months, unless otherwise terminated in accordance with the terms of this Agreement. The first three (3) months of this Agreement shall be considered a probationary period (the "Probationary Period").

During the Probationary Period, the Service Provider may terminate this Agreement at any time with one (1) day prior written notice to the Customer. After the Probationary Period, termination by either Party shall be subject to the notice requirements outlined in Section 6.

6. Termination.

- 6.1. Either Party may terminate the Agreement at any time upon **30 (thirty) days** prior written notice to the other Party. In the event the Customer terminates the Agreement, the Customer shall still remain obligated to pay the Service Provider for any Services performed up to the date of termination and any expenses approved, but not paid, prior to the date of termination. In the event the Service Provider terminates the Agreement, the Service Provider shall reimburse the Customer any amounts previously paid to the Service Provider for which the Service Provider has not yet performed the Services.



- 6.2. This Agreement will automatically terminate when both Parties have performed all of their obligations under the Agreement and all payments have been received.

7. **Relationship of the Parties.**

- 7.1. **No Exclusivity.** The Parties understand this Agreement is not an exclusive arrangement. The Parties agree they are free to enter into other similar agreements with other parties. The Service Provider agrees the Service Provider will not enter into any agreements that conflict with the Service Provider's obligations under this Agreement.
- 7.2. **Independent Contractor.** The Service Provider is an independent contractor. Neither Party is an agent, representative, partner, or employee of the other Party.

8. **Dispute Resolution.**

- 8.1. **Choice of Law.** This Agreement shall be governed by the laws of Hong Kong.
- 8.2. **Negotiation.** In the event of a dispute, the Parties agree to work towards a resolution through good faith negotiation.
- 8.3. **Mediation or Binding Arbitration.** In the event that a dispute cannot be resolved through good faith negotiation, the Parties agree to submit to binding mediation or arbitration.
- 8.4. **Attorney's Fees.** In the event of Arbitration and/or Mediation, the prevailing Party will be entitled to its legal fees, including, but not limited to, its attorneys' fees.

9. **General.**

- 9.1. **Assignment.** The Parties may not assign their rights and/or obligations under this Agreement.
- 9.2. **Complete Contract.** This Agreement constitutes the Parties entire understanding of their rights and obligations. This Agreement supersedes any other written or verbal communications between the Parties. Any subsequent changes to this Agreement must be made in writing and signed by both Parties.
- 9.3. **Severability.** If any section of this Agreement is found to be invalid, illegal, or unenforceable, the rest of this Agreement will still be enforceable.



9.4. **Waiver.** Neither Party can waive any provision of this Agreement, or any rights or obligations under this Agreement, unless agreed to in writing. If any provision, right, or obligation is waived, it is only waived to the extent agreed to in writing.

10. Notices.

All notices under this Agreement must be sent by email with read receipt requested or by certified or registered mail with return receipt requested. Notices shall be sent as follows:

Customer: Unit 4501A, 45/F., Metroplaza Tower II, 223 Hing Fong Road, Kwai Fong, N.T., Hong Kong.

info@topone.hk

Service Provider: Masarykovo namesti 55, Mnichovice, Czech Republic

Customer

Signed:



Name: Chi Kwong Luo on behalf TOPONE INFORMATION TECHNOLOGY LIMITED

Date: 13/07/2023

Service Provider

Signed:

A blue ink signature of Ruszlan Pancsik.

Name: Ruszlan Pancsik

Date: 13/07/2023

Invoice

From:

Ruslan Pancsik

Masarykovo namesti 55, Mnichovice, Ceska republika, 251 64

To:

TOPONE INFORMATION TECHNOLOGY LIMITED

246 Des Voeux Rd W, Sai Ying Pun, Hong Kong

Invoice Number: Invoice 5/10-24

Invoice Date: May 5, 2024

Service Provided:

Business consultancy services under Service Agreement signed on July 13, 2023.

Amount Due: EUR 15,000.00

Payment Terms: NET 15 days

Bank Details for Payment:

Account Holder: Ruslan Pancsik

IBAN: GB11 BIYS 0099 5640 1409 96

Bank Name: BILDERLINGS PAY LIMITED

Bank Address: 13 Regent Street, London, SW1Y 4LR, United Kingdom

SWIFT Code: BIYSGB2A

Total Due: EUR 15,000.00

Thank you for your business.

Invoice

From:

Ruslan Pancsik

Masarykovo namesti 55, Mnichovice, Ceska republika, 251 64

To:

TOPONE INFORMATION TECHNOLOGY LIMITED

246 Des Voeux Rd W, Sai Ying Pun, Hong Kong

Invoice Number: Invoice 6/10-24

Invoice Date: June 6, 2024

Service Provided:

Business consultancy services under Service Agreement signed on July 13, 2023.

Amount Due: EUR 15,000.00

Payment Terms: NET 15 days

Bank Details for Payment:

Account Holder: Ruslan Pancsik

IBAN: GB11 BIYS 0099 5640 1409 96

Bank Name: BILDERLINGS PAY LIMITED

Bank Address: 13 Regent Street, London, SW1Y 4LR, United Kingdom

SWIFT Code: BIYSGB2A

Total Due: EUR 15,000.00

Thank you for your business.

Invoice

From:

Ruslan Pancsik

Masarykovo namesti 55, Mnichovice, Ceska republika, 251 64

To:

TOPONE INFORMATION TECHNOLOGY LIMITED

246 Des Voeux Rd W, Sai Ying Pun, Hong Kong

Invoice Number: Invoice 7/10-24

Invoice Date: July 10, 2024

Service Provided:

Business consultancy services under Service Agreement signed on July 13, 2023.

Amount Due: EUR 15,000.00

Payment Terms: NET 15 days

Bank Details for Payment:

Account Holder: Ruslan Pancsik

IBAN: GB11 BIYS 0099 5640 1409 96

Bank Name: BILDERLINGS PAY LIMITED

Bank Address: 13 Regent Street, London, SW1Y 4LR, United Kingdom

SWIFT Code: BIYSGB2A

Total Due: EUR 15,000.00

Thank you for your business.

Invoice

From:

Ruslan Pancsik

Masarykovo namesti 55, Mnichovice, Ceska republika, 251 64

To:

TOPONE INFORMATION TECHNOLOGY LIMITED

246 Des Voeux Rd W, Sai Ying Pun, Hong Kong

Invoice Number: Invoice 8/10-24

Invoice Date: August 10, 2024

Service Provided:

Business consultancy services under Service Agreement signed on July 13, 2023.

Amount Due: EUR 15,000.00

Payment Terms: NET 15 days

Bank Details for Payment:

Account Holder: Ruslan Pancsik

IBAN: GB11 BIYS 0099 5640 1409 96

Bank Name: BILDERLINGS PAY LIMITED

Bank Address: 13 Regent Street, London, SW1Y 4LR, United Kingdom

SWIFT Code: BIYSGB2A

Total Due: EUR 15,000.00

Thank you for your business.

Invoice

From:

Ruslan Pancsik

Masarykovo namesti 55, Mnichovice, Ceska republika, 251 64

To:

TOPONE INFORMATION TECHNOLOGY LIMITED

246 Des Voeux Rd W, Sai Ying Pun, Hong Kong

Invoice Number: Invoice 9/10-24

Invoice Date: September 10, 2024

Service Provided:

Business consultancy services under Service Agreement signed on July 13, 2023.

Amount Due: EUR 15,000.00

Payment Terms: NET 15 days

Bank Details for Payment:

Account Holder: Ruslan Pancsik

IBAN: GB11 BIYS 0099 5640 1409 96

Bank Name: BILDERLINGS PAY LIMITED

Bank Address: 13 Regent Street, London, SW1Y 4LR, United Kingdom

SWIFT Code: BIYSGB2A

Total Due: EUR 15,000.00

Thank you for your business.

Invoice

From:

Ruslan Pancsik

Masarykovo namesti 55, Mnichovice, Ceska republika, 251 64

To:

TOPONE INFORMATION TECHNOLOGY LIMITED

246 Des Voeux Rd W, Sai Ying Pun, Hong Kong

Invoice Number: Invoice 10/10-24

Invoice Date: October 10, 2024

Service Provided:

Business consultancy services under Service Agreement signed on July 13, 2023.

Amount Due: EUR 15,000.00

Payment Terms: NET 15 days

Bank Details for Payment:

Account Holder: Ruslan Pancsik

IBAN: GB11 BIYS 0099 5640 1409 96

Bank Name: BILDERLINGS PAY LIMITED

Bank Address: 13 Regent Street, London, SW1Y 4LR, United Kingdom

SWIFT Code: BIYSGB2A

Total Due: EUR 15,000.00

Thank you for your business.

Statement



ACCOUNT ID	 GX5141	CLIENT	Ruslan Pancsik
PERIOD	01/05/2024 - 31/10/2024		1992-02-19
CURRENCY	EUR		Masarykovo namesti 55, Mnichovice,
CREATED	06/11/2024		Ceska republika, 251 64

Transactions in **EUR** · GB11 BIYS 0099 5640 1409 96

Opening balance: 149 760,80 €

Date	Payment ID	Details, ref.number	Amount	Balance
01/05/2024	P20240501-FC52CR	Ludmila Tesarova BE10 9673 3066 7104 TESAROVA LUDMILA	80,00 €	149 840,80 €
07/05/2024	P20240507-QCR4X9	Fee Active Current Account maintenance (per month)	-4,52 €	149 836,28 €
10/05/2024	P20240510-GW2VC4	TOPONE INFORMATION TECHNOLOGY LIMITED KA0796 Invoice 5/10-24	15 000,00 €	164 836,28 €
14/05/2024	P20240514-3283GJ	Daniel Kadlec LT71 3250 0471 8934 5752 Money transfer	-193,00 €	164 643,28 €
14/05/2024	P20240514-3283GJ	Fee Fee for payment P20240514-3283GJ	-10,00 €	164 633,28 €
24/05/2024	P20240524-Q34Q93	Ludmila Tesarova BE10 9673 3066 7104 Money transfer	-200,00 €	164 433,28 €
24/05/2024	P20240524-Q34Q93	Fee Fee for payment P20240524-Q34Q93	-10,00 €	164 423,28 €
28/05/2024	P20240528-RGGGF3	Purchase PIZZA ROZTYLY \TOMICKOVA 14 \PRAHA \14000 CZE, 516844*****0393, Approval code: 281225	-50,00 €	164 373,28 €
31/05/2024	P20240531-4GF55Q	Daniel Kadlec LT71 3250 0471 8934 5752 Money transfer	-260,00 €	164 113,28 €
31/05/2024	P20240531-CX5HXC	Fee Fee for payment P20240531-4GF55Q	-10,00 €	164 103,28 €
03/06/2024	P20240603-F3PJ65	Fee Active Current Account maintenance (per month)	-4,52 €	164 098,76 €
08/06/2024	P20240608-4GF55Q	BILDERLINGS PAY LIMITED Cashback payout	4,95 €	164 103,71 €

09/06/2024	P20240609-94MV54	Daniel Kadlec LT71 3250 0471 8934 5752 payment for glasses	-29,90 €	164 073,81 €
09/06/2024	P20240609-94MV54	Fee Fee for payment P20240609-94MV54	-10,00 €	164 063,81 €
10/06/2024	P20240610-354G59	TOPONE INFORMATION TECHNOLOGY LIMITED KA0796 Invoice 6/10-24	15 000,00 €	179 063,81 €
15/06/2024	P20240615-JCFGXM	BILDERLINGS PAY LIMITED Cashback payout	10,63 €	179 074,44 €
20/06/2024	P20240620-RMFHFC	Ludmila Tesarova BE10 9673 3066 7104 for rent	-1 000,00 €	178 074,44 €
20/06/2024	P20240620-RMFHFC	Fee Fee for payment P20240620-RMFHFC	-10,00 €	178 064,44 €
24/06/2024	P20240624-JGVVHX	IVANA CECHOVA CY26 0020 0195 0000 3570 1489 2465 Money transfer	-550,00 €	177 514,44 €
24/06/2024	P20240624-JGVVHX	Fee Fee for payment P20240624-JGVVHX	-10,00 €	177 504,44 €
31/06/2024	P20240631-JHVXXW	Purchase BAMBULE CHODOV \ROZTYLSKA 108 \PRAHA \232119 CZE, 516844*****0393, Approval code: 385994	-1 434,70 €	176 069,74 €
01/07/2024	P20240701-FMQPCH	BILDERLINGS PAY LIMITED Cashback payout	0,68 €	176 070,42 €
07/07/2024	P20240707-XFGV9P	IVANA CECHOVA CY26 0020 0195 0000 3570 1489 2465 Money transfer	-1 500,00 €	174 570,42 €
07/07/2024	P20240707-XFGV9P	Fee Fee for payment P20240707-XFGV9P	-10,00 €	174 560,42€
07/07/2024	P20240707-2994PQ	Ludmila Tesarova BE10 9673 3066 7104 TESAROVA LUDMILA	130,00 €	174 690,42 €
10/07/2024	P20240710-V56PGX	TOPONE INFORMATION TECHNOLOGY LIMITED KA0796 Invoice 7/10-24	15 000,00 €	189 690,42 €
15/07/2024	P20240715-CH6WGW	Fee Active Current Account maintenance (per month)	-4,52 €	189 685,90 €
18/07/2024	P20240718-F54FWM	IVANA CECHOVA CY26 0020 0195 0000 3570 1489 2465 for rent	-1 500,00 €	188 185,90 €

18/07/2024	P20240718-F54FWM	Fee Fee for payment P20240718-F54FWM	-10,00 €	188 175,90 €
22/07/2024	P20240722-J965FC	Purchase BILLA STRANCICE REVOLUCNI \STRANCICE \25163 CZE, 516844*****0393, Approval code: 228452	-868,36 €	187 307,54 €
25/07/2024	P20240725-335CXF	BILDERLINGS PAY LIMITED Cashback payout	0,78 €	187 308,32 €
28/07/2024	P20240728-4435WC	IVANA CECHOVA CY26 0020 0195 0000 3570 1489 2465 Money transfer	-1 500,00 €	185 808,32 €
28/07/2024	P20240728-4435WC	Fee Fee for payment P20240728-4435WC	-10,00 €	185 798,32 €
31/07/2024	P20240731-65MWR2	Purchase KM-PRONA \VSECHROMY 76 \STRANCICE \25163 CZE, 516844*****0393, Approval code: 644852	-896,70 €	184 901,62 €
01/08/2024	P20240801-7M47H8	Fee Active Current Account maintenance (per month)	-4,52 €	184 897,10 €
06/08/2024	P20240806-7PJX8P	IVANA CECHOVA CY26 0020 0195 0000 3570 1489 2465 for rent	-750,00 €	184 147,10 €
06/08/2024	P20240806-7PJX8P	Fee Fee for payment P20240806-7PJX8P	-10,00 €	184 137,10 €
09/08/2024	P20240809-XJHC93	Radomir Prochazka LT64 3250 0748 7049 6226 Money transfer	-188,00 €	183 949,10 €
09/08/2024	P20240809-XJHC93	Fee Fee for payment P20240212-XJHC93	-10,00 €	183 939,10 €
10/08/2024	P20240810-VW9F4R	TOPONE INFORMATION TECHNOLOGY LIMITED KA0796 Invoice 8/10-24	15 000,00 €	198 939,10 €
12/08/2024	P20240812-HGRMMC	BILDERLINGS PAY LIMITED Cashback payout	0,59 €	198 939,69 €
17/08/2024	P20240817-V8X523	Stefan Mach BE19 9673 1687 4512 Money transfer	-200,00 €	198 739,69 €
17/08/2024	P20240817-V8X523	Fee Fee for payment P20240817-V8X523	-10,00 €	198 729,69 €
23/08/2024	P20240823-MHQ3R2	IVANA CECHOVA CY26 0020 0195 0000 3570 1489 2465 for rent	-750,00 €	197 979,69 €
23/08/2024	P20240823-MHQ3R2	Fee Fee for payment P20240823-MHQ3R2	-10,00 €	197 969,69 €

24/08/2024	P20240824-3CM6V4	IVANA CECHOVA CY26 0020 0195 0000 3570 1489 2465 Returned payment P20240823-MHQ3R2	725,00 €	198 694,69 €
27/08/2024	P20240827-MM4653	Purchase BIBIMART SUPERMARKET \TABORITSKA 461/2 \PRAHA \13000 CZE, 516844*****0393, Approval code: 544686	-547,00 €	198 147,69 €
01/09/2024	P20240901-7QP75J	BILDERLINGS PAY LIMITED Cashback payout	23,12 €	198 170,81 €
05/09/2024	P20240905-6GJ96Q	Milos Bilek BE63 9676 8070 1708 Money transfer	-1 600,00 €	196 570,81 €
05/09/2024	P20240905-6GJ96Q	Fee Fee for payment P20240905-6GJ96Q	-10,00 €	196 560,81 €
07/09/2024	P20240907-JM99QV	BILDERLINGS PAY LIMITED Cashback payout	0,55 €	196 561,36 €
09/09/2024	P20240909-CFP3Q5	Fee Active Current Account maintenance (per month)	-4,52 €	196 556,84 €
10/09/2024	P20240910-C776RV	TOPONE INFORMATION TECHNOLOGY LIMITED KA0796 Invoice 9/10-24	15 000,00 €	211 556,84 €
15/09/2024	P20240915-4GFCM8	Purchase LIDL DEKUJE ZA NAKUP \TUPOLEVOVA 18 \PRAHA \19000 CZE, 516844*****0393, Approval code: 281225	-408,00 €	211 148,84 €
17/09/2024	P20240917-J5VFC2	BILDERLINGS PAY LIMITED Cashback payout	0,79 €	211 149,63 €
27/09/2024	P20240927-H9J673	Daniel Kadlec LT71 3250 0471 8934 5752 Money transfer	-1 211,00 €	209 938,63 €
27/09/2024	P20240927-H9J673	Fee Fee for payment P20240927-H9J673	-10,00 €	209 928,63 €
02/10/2024	P20241002-JMMVJ9	Milos Bilek BE63 9676 8070 1708 Money transfer	-1 300,00 €	208 628,63 €
02/10/2024	P20241002-JMMVJ9	Fee Fee for payment P20241002-JMMVJ9	-10,00 €	208 618,63 €
10/10/2024	P20241010-M22GGX	TOPONE INFORMATION TECHNOLOGY LIMITED KA0796 Invoice 10/10-24	15 000,00 €	223 618,63 €
15/10/2024	P20241015-SX6JHG	Fee Active Current Account maintenance (per month)	-4,52 €	223 614,11 €

20/10/2024	P20241020-C85HSK	BILDERLINGS PAY LIMITED Cashback payout	0,50 €	223 614,61 €
24/10/2024	P20241024-F545XC	IVANA CECHOVA CY26 0020 0195 0000 3570 1489 2465 for rent	-1 500,00 €	222 114,61 €
24/10/2024	P20241024-F545XC	Fee Fee for payment P20241024-F545XC	-10,00 €	222 104,61 €
DEBIT TURNOVER				-18 633,78 €
CREDIT TURNOVER				+90 977,59 €

Closing balance: 222 104,61 €