

SERVICE AGREEMENT

This Service Agreement ("Agreement") is made and entered into as of 1st September 2024 by and between:

My Gaming Consultants

My Gaming Consultants – Mark Cauchi, holder of tax ID MT 2703-8703 a Sole Trader conducting his business from My Gaming Consultants, Sixteen Flexspaces Level 1, Triq il-Kappar, Mosta. MST 4003, Malta ("The Consultant"). (hereinafter referred to as "Consultant"),

AND

Ahnah Investments N.V.

A company duly registered and existing under the laws of Curacao under Registration Reg no. 163136 with its principal place of business located at Kaya W.F.G. (Jombi) Mensing 24 Unit A, Willemstad, Curacao, (hereinafter referred to as "Company").

Collectively referred to as the "Parties" and individually as a "Party."

1. Engagement and Scope of Services

1.1 The Consultant agrees to serve as the designated Compliance Officer for the Company, and the Company hereby accepts the Consultant's services.

1.2 As the designated Compliance Officer & Operations Advisor, the Consultant shall perform the following services:

- Act as the Company's official signatory for compliance-related documents.
- Ensure that the Company complies with all applicable laws, regulations, and industry standards, including but not limited to those related to anti-money laundering (AML), counter-terrorism financing (CTF), and data protection.
- Serve as the Operations Advisor for all operational activities, except for those related to Marketing, Affiliates, and Payment Service Providers (PSPs).
- Manage complaint handling and dispute resolution at the license level.

2. Terms and Termination

2.1 This Agreement shall commence on **1st September 2024** and continues Indefinitely unless terminated earlier in accordance with the terms herein.

2.2 Either Party may terminate this Agreement by providing thirty **30 days'** written notice to the other Party.

2.3 The Consultant may terminate this Agreement immediately if the Company breaches any material term of this Agreement, including but not limited to, failure to perform obligations as required.

2.4 The Company agrees to grant full access to the Back Office and any other software essential for regulatory compliance and operational responsibilities.

2.5 The Consultant is not subject to fixed contractual hours but will offer advice, assistance, and guidance on all regulatory matters as needed."

3. Compensation

3.1 In consideration of the services provided by the Consultant, the Company agrees to pay the Consultant a fee of **€650.00** per month for the **Compliance Officer** service, payable on the **20th** day of each month.

3.2 Operations advisory services and complaints handling will be billed separately at a rate of €65.00 per hour payable the **20th** day of each month.

3.3 The Consultant shall issue invoices to the Company for the services provided, and payment shall be made within thirty 3 days of receipt of each invoice.

3.4 The Company shall reimburse the Consultant for any pre-approved expenses reasonably incurred in the performance of services under this Agreement.

4. Confidentiality and Non-Disclosure Agreement

4.1 **Confidential Information:** "Confidential Information" shall include all information disclosed by either Party to the other, whether in written, oral, electronic, or other forms, that is designated as confidential or would reasonably be understood to be confidential given the nature of the information.

4.2 **Non-Disclosure:** Each Party agrees not to disclose or use any Confidential Information received from the other Party for any purpose other than to fulfil its obligations under this Agreement, both during and after the term of this Agreement.

4.3 **Permitted Disclosures:** The obligation of non-disclosure does not apply to any information that:

- Is or becomes publicly available through no breach of this Agreement.
- Was known to the receiving Party prior to disclosure by the disclosing Party.
- Is independently developed by the receiving Party without the use of the disclosing Party's Confidential Information; or
- Is required to be disclosed by law, provided that the receiving Party gives the disclosing Party prompt notice of such legal requirement.

4.4 **Return of Confidential Information:** Upon termination of this Agreement or at the request of the disclosing Party, the receiving Party agrees to promptly return or destroy all materials containing Confidential Information.

5. Indemnification

5.1 The Company agrees to indemnify, defend, and hold harmless the Consultant, its officers, employees, and agents from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with:

- Any breach of this Agreement by the Company.

- Any negligent act, omission, or wilful misconduct by the Company.

6. Independent Contractor

6.1 The Parties acknowledge and agree that the Consultant is an independent contractor, and nothing in this Agreement shall be construed to create an employer-employee relationship, partnership, or joint venture between the Parties.

7. Governing Law and Dispute Resolution

7.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Republic of Malta, excluding its conflicts of law provisions.

7.2 Any disputes arising out of or in connection with this Agreement shall be resolved through good faith negotiations between the Parties. If the Parties cannot resolve the dispute through negotiations, either Party may submit the dispute to binding arbitration in accordance with the rules of EADR Ltd

8. Miscellaneous

8.1 **Entire Agreement:** This Agreement represents the entire understanding between the Parties and supersedes all prior agreements, whether written or oral, related to the subject matter herein.

8.2 **Amendments:** Any amendment or modification to this Agreement must be in writing and signed by both Parties.

8.3 **Severability:** If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

8.4 **Assignment:** Neither Party may assign or transfer any rights or obligations under this Agreement without the prior written consent of the other Party.

8.5 **Notices:** All notices required or permitted under this Agreement shall be in writing and delivered to the respective addresses of the Parties set forth above, either by hand, certified mail, or email.

My Gaming Consultants

By: 

Name: Mark Cauchi

Title: CEO & Co-Founder

Ahnah Investments N.V

By: _____

Name:

Title: