

HOSTING AGREEMENT

The Undersigned

This Hosting Service Agreement (the "Agreement") is entered into effect as of

Date: _____ (the "Effective Date") between:

S.S. NETSHOP INTERNET SERVICES LTD Ltd, a corporation incorporated under the laws of Cyprus, registered under number HE217340 with principal offices at 2A, Marathonos, Livadhia, 7060, Cyprus (the "Service Provider");

and

Name: **EX LUX N.V.**

a corporation incorporated under the laws of

Country: **Curaçao**,

registered under number **164858**, having its registered address at Address:

Zuikertuintjeweg z/n, Willemstad, Curaçao (the "Client").

Each of the Service Provider and the Client is referred to individually as a "Party" and collectively as the "Parties."

Recitals

WHEREAS, the Service Provider is engaged in the business of providing hosting and data backup infrastructure services from Curacao (the "Hosting Services");

WHEREAS, the Client wishes to engage the Service Provider to host a virtual private server (VPS) and associated infrastructure solely for the purpose of secure data backup and not for operational or production activities. The server is intended for their client:

Client Name: **Ex Lux N.V.** (the "Purpose");

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the Parties agree as follows:

1. Definitions

Backup Server: A server provided under this Agreement which may only be used for storage of backup data and disaster recovery replication.

Prohibited Use: Any use of the Backup Server for live operations, production systems, transactional activities, customer-facing applications, or any other activity beyond backup storage and retrieval.

Confidential Information: All confidential or proprietary information disclosed by either Party, whether in oral, written, electronic, or any other form.

Service Provider Group: The Service Provider and its affiliates, parents, or subsidiaries.

Intellectual Property: All intellectual property rights, including but not limited to patents, designs, trademarks, trade names, copyrights, trade secrets, know-how, and software, whether registered or unregistered.

Unless the context requires otherwise: (i) words in the singular shall include the plural and vice versa; (ii) references to any gender shall include all genders; and (iii) "include" and "including" shall be construed as without limitation.

2. Term

This Agreement shall be effective for a period of one (1) year from the Effective Date (the "Initial Term"). Thereafter, it shall automatically renew for successive one-year terms unless either Party gives the other not less than thirty (30) days' prior written notice of termination before the expiry of the current term.

3. Services

The Service Provider shall supply a VPS server to the Client solely for the Purpose of secure data backup as detailed in the Service Order Form **(Appendix A)**.

Restrictions:

- The server is provided only for backup storage and retrieval.
- The Client may not use the server for live, production, or operational systems.
- The Client may not process, host, or operate active customer-facing applications, websites, or services on the Backup Server.
- The Service Provider reserves the right to suspend or terminate service immediately if the Client uses the Backup Server for any Prohibited Use.

Any services not specifically listed are excluded and may be subject to separate agreement.

4. Service Activation

Services shall be activated within seven (7) calendar days of execution of this Agreement, subject to payment of applicable fees.

5. Support

Technical support is available 24/7 and is billed at €150 per hour, unless otherwise agreed in writing.

6. Limitations of Liability

- The Service Provider shall not be liable for: (i) loss of data, (ii) loss of profits, or (iii) any indirect, incidental, or consequential damages, even if advised of the possibility.
- The Service Provider accepts no liability for any damages or regulatory actions resulting from Prohibited Use by the Client.
- The total liability of the Service Provider for all claims shall not exceed the total fees paid by the Client under this Agreement during the preceding twelve (12) months.
- This Agreement shall be governed by and construed in accordance with the laws of Curaçao.

7. Confidentiality



Each Party agrees to maintain the confidentiality of confidential Information received from

the other and not to disclose or use such information except as necessary to perform this Agreement.

8. Indemnification

The Client shall indemnify, defend, and hold harmless the Service Provider from and against any and all claims, damages, liabilities, losses, and expenses (including reasonable attorneys' fees) arising out of or related to:

- (a) the Client's use of the Hosting Services;
- (b) the Client's misuse of the Backup Server for Prohibited Use; and
- (c) any breach of this Agreement.

This obligation shall survive termination of the Agreement.

9. Notices

All notices shall be in writing and delivered by personal delivery, registered mail, courier, or email (with confirmation of receipt) to the addresses specified above or as otherwise updated in writing.

10. Billing

- Monthly fees shall be invoiced in advance and payable within seven (7) days of invoice date.
- Late payments may result in suspension of services. A 10% reactivation fee may be applied to reinstate services.
- Upon termination, all outstanding fees shall become immediately due and payable.

11. Breach and Remedies

1. Notice and Cure. Except as provided below, if either Party materially breaches this Agreement, the non-breaching Party shall give the breaching Party written notice of such breach. The breaching Party shall have fifteen (15) days from receipt of notice to cure the breach. If the breach is not cured within such period, the non-breaching Party may terminate this Agreement immediately.
2. Immediate Termination for Critical Breach. The Service Provider may terminate this Agreement immediately, without notice or opportunity to cure, if the Client:

- (a) uses the Backup Server for any Prohibited Use;
- (b) fails to pay undisputed fees within seven (7) days of the invoice due date;
- (c) engages in illegal or unlawful activities using the Services; or
- (d) breaches its confidentiality obligations.

3. Effect of Termination. Upon termination for breach:

- (a) all outstanding fees become immediately due and payable;
- (b) the Client's right to access and use the Backup Server ceases immediately; and
- (c) the Service Provider may, but is not obligated to, provide the Client with a final copy of backup data, provided all outstanding fees are paid in full.

12. Assignment

- The Service Provider may assign, transfer, or novate this Agreement, in whole or in part, at any time and without notice to the Client.
- The Client may not assign, transfer, or novate this Agreement, in whole or in part, without the prior written consent of the Service Provider. Any attempted assignment in violation of this clause shall be null and void.
- This Agreement shall be binding upon, and inure to the benefit of, the Parties and their permitted successors and assigns.

13. Miscellaneous

- This Agreement constitutes the entire agreement between the Parties.
- Amendments must be in writing signed by both Parties.
- This Agreement is binding on the Parties and their successors/assigns.

Signatures

Service Provider

By: S.S. NETSHOP INTERNET SERVICES LTD

Name: STEFANO SORDINI

Title: CEO

Client

By: EX LUX N.V.

Name: IGA Trust B.V.

Title: Managing Director

A handwritten signature in blue ink, reading "E. Godschalk".

Appendix A: Service Order Form

Service: VPS for secure data backup only (no production/operational use)

Setup/Contract Fee: €500 (for monthly contracts) or €300 (for yearly contracts), unless agreed otherwise between the parties.

Monthly Fee: €400 (pre-paid annually) unless agreed otherwise between the parties

Server Specs: Ubuntu 18.04, 20 GB Disk, 5 Mbps connection, 1 IP address

Optional Add-Ons:

- Automated backup: €25/month
- Additional IP: €5/month
- Disk space: €0.65/GB/month
- Backup space: €0.35/GB/month
- Extra bandwidth: €30/Mbps/month
- RAM/CPU cores: €9 per MB/core/month
- Rack rental: €265

Appendix B: SLA

Network Uptime: 99.99% per calendar month (excluding scheduled or upstream maintenance).

Network Quality: Redundant infrastructure (routers, switches, cabling).

Downtime Measurement: From trouble ticket opening until restoration of service.

Appendix C: Network & Security

- VPS hosted at CWC datacentre ex E-CommercePark.
- IP:

EX LUX N.V. Contract - Hosting Agreement - CURACAO

Final Audit Report

2025-10-13

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"EX LUX N.V. Contract - Hosting Agreement - CURACAO" History

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