



Ecorpp Management N.V.
Trias Building, Hanchi Snoa 19,
Willemstad Curaçao
M: +31 6 143 901 29 (NL)
T: +599 9 841 3333 (CUR)
E: Info@ecorpp.com

SOURCE OF FUNDS- AND SOURCE OF WEALTH DECLARATION

Of

[Name of the Declarant]

I, hereby confirm that the funds provided to Ecorpp Management N.V. have not been derived from any criminal activities as defined in the Prevention of Money Laundering Acts of Curaçao

Furthermore, I confirm that my wealth is derived from the following sources:

Check source(s) of wealth	Necessary Information	Please describe the requested information or refer to attachments (mandatory)
☐ Family fortune	◆ Specify: e.g. (former) entrepreneurial, inheritance, other resources; if possible detailed and documented description	
☐ Active entrepreneurial	◆ Company name ◆ Short description of business activities ◆ Statutory seat ◆ Name company website (if applicable)	

AL-



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☐ Former entrepreneurial	♦ If "sold to third party": Name of purchaser and approximate date ♦ If other: Detailed and documented description	
☒ Income	♦ Profession ♦ Name employer	Betlily (betlily.com) - CEO remuneration Coinpayz FZCO - General manager remuneration
☐ Other	♦ Detailed and documented description	

NOTE:

- Under applicable compliance rules for company service providers, it is required to have information on the source of wealth of clients on file. We therefore request our clients to fill in this confirmation form where applicable and to date and sign it for confirmation.
- Under applicable civil and criminal law, Ecorpp Management N.V./Boy Hendriks is under the obligation to treat all client information as strictly confidential and may not disclose any such information, except when the applicable criminal court or prosecutor's order for disclosure is issued against Ecorpp Management N.V./Boy Hendriks.

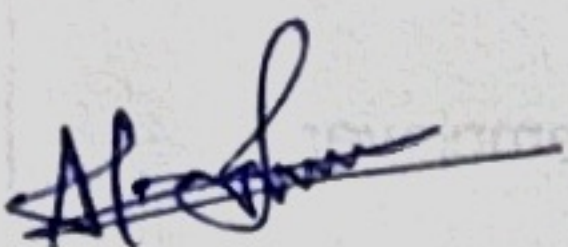
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This form may be completed and signed on behalf of the client by the advisor or intermediary or a Ecorpp Management N.V./Boy Hendriks employee or officer, provided that all necessary supporting documents are attached.

Place and date : 15.04.2024, Bangladesh

Signature : 

Name : AL IMRAN

NOTE:

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CEO SERVICES PROVISION AGREEMENT

This services agreement (CEO Services Agreement) is made effective February 2nd, 2023, by and between **AL IMRAN**, DoB: 06/Nov/1989, Passport No: A04010456 (Service Provider), and **LILY ENTERTAINMENT N.V.**, registration number 162965, with corporate offices located at Z/N Zuikertuintjeweg, (Zuikertuin Tower), Willemstad, Curacao (Company).

THE PARTIES AGREE AS FOLLOWS:

Scope of CEO Services

1.1 AL IMRAN will provide CEO services to LILY ENTERTAINMENT N.V, as mutually agreed upon and described in the statement of work. Services to be provided will be referred to as services. This agreement applies to multiple statements of work, each of which must reference this agreement.

1.2 Statements of work will be written documents setting forth at a minimum:

- a. A complete, sufficiently detailed description of the types of services to be rendered.
- b. The applicable billing rates for the services to be rendered (service fees).
- c. Any additional terms and conditions to which the parties may agree.

1.3 The parties contemplate that it may be desirable to make changes to the statement(s) of work. Before performing any work associated with any such change, a written change order shall set forth the necessary revisions to the statement(s) of work, and the parties, shall agree in writing that such work constitutes a change from the original statement of work, as amended, and that they further agree to the change provisions set forth in the change order. Each change order shall be numbered serially and executed by AL IMRAN and LILY ENTERTAINMENT N.V.

1.4 Executive staff of LILY ENTERTAINMENT N.V and AL IMRAN will review the status of the services, statement(s) of work, change orders, invoices and estimates as may be required. A written status report will be produced regarding the review. AL IMRAN and LILY ENTERTAINMENT N.V agree to execute and maintain copies of these status reports.

Compensation

2.1 The compensation for AL IMRAN's CEO services will be a monthly salary in the range of 5,500 USD. Additionally, yearly bonuses may be awarded based on mutually agreed performance criteria.

Payment Method

2.2 Monthly compensation and bonuses will be paid via various methods as per instructions received from AL IMRAN.

Obligations

3.1 LILY ENTERTAINMENT N.V will provide other support services as both the company and AL IMRAN subsequently agree.

Services and Fees and Expenses

4.1 LILY ENTERTAINMENT N.V shall be responsible for all service fees as identified in the applicable statement(s) of work (and change orders, as applicable) as those services are provided.

4.2 AL IMRAN will invoice LILY ENTERTAINMENT N.V for the service fees twice per calendar month (on or about the 15th and 31st of each month). LILY ENTERTAINMENT N.V agrees to remit full payment to accounts payable promptly upon its receipt of the invoice.

Term and Termination

5.1 This agreement shall commence as of the agreement date above and shall be automatically prolonged on a yearly basis.

Proprietary Rights: Confidential information

6.1 AL IMRAN agrees that the work products from the services provided to LILY ENTERTAINMENT N.V shall be owned by LILY ENTERTAINMENT N.V. Nothing contained in this section 6.1 shall be construed as prohibiting AL IMRAN from utilizing in any manner, knowledge and experience of a general nature acquired in the performance of services for LILY ENTERTAINMENT N.V.

6.2 Confidential information includes all information identified by a disclosing party as proprietary and confidential, which confidential information shall remain the sole property of the disclosing party unless the ownership of such confidential information is otherwise expressly set forth in the agreement. Items will not be considered confidential information if: (a) available to public other than by a breach of an agreement by the recipient; (b) rightfully received from a third party not in breach of any obligation of any confidentiality; (c) independently developed by one party without access to the confidential information of the other; or (d) rightly known to the recipient at the time of disclosure as verified by its written records.

6.3 Each party agrees that it shall not use for any purpose or disclose to any third party any confidential information of the other party without the express written consent of the other party. Each party agrees to safeguard the confidential information of the other party against use or disclosure other than as authorized by or pursuant to this agreement through measures, and exercising a degree of

care, which are at least as protective as those, AL IMRAN or LILY ENTERTAINMENT N.V, as the case may be, exercises in safeguarding the confidentiality of its own proprietary information, but no less than a reasonable degree of care under the circumstances. Each party shall permit access to the confidential information of the other party only to those individuals (a) who have entered into a written nondisclosure agreement with the other party on terms equally as restrictive as those set forth herein, and (b) who require access in performance of their duties to the other party in connection with the other party's rights under this agreement.

6.4 Each party acknowledges that the wrongful use or disclosure of confidential information of the other party may result in irreparable harm for which there will be no adequate remedy at law. In the event of a breach by the other party or any of its officers, employees or agents of its or their obligations under this Section 6, the non-breaching party may immediately terminate this agreement without liability to the other party, and may bring an appropriate legal action to enjoin such breach, and shall be entitled to recover from the breaching party reasonable legal fees and cost in addition to other appropriate relief.

Warranties

7.1 AL IMRAN warrants that the services to be provided under this agreement shall be performed in a professional manner conforming to generally accepted industry standards and practices. LILY ENTERTAINMENT N.V agrees that AL IMRAN's sole and exclusive obligation with respect to the services covered by this limited warranty shall be, at AL IMRAN's sole discretion, to correct the nonconformity or to refund the service fees paid for the affected executive consulting services.

General Provisions

8.1 The relationship of LILY ENTERTAINMENT N.V and AL IMRAN is that of independent contractors. Personnel of both parties are neither agents nor employees of the other party for federal tax purposes or any other purpose whatsoever, and are not entitled to any employee benefits of the other party.

8.2 No delay, failure or default in performance of any obligation by either party, excepting all obligations to make payments hereunder, shall constitute a breach of this agreement to the extent caused by force majeure.

8.3 Any assignment in violation of these terms is void.

8.4 All communications between the parties with respect to any of the provisions of this agreement shall be in writing, and shall be sent by personal delivery, airmail or e-mail to LILY ENTERTAINMENT N.V or to AL IMRAN as set forth in the preamble of this agreement, until such time as either party provided the other not less than ten (10) days prior written notice of a change of address in accordance with these provisions.

8.5 The validity of this agreement and the rights, obligations and relations of the

parties hereunder shall be construed and determined under and in accordance with the laws of Curacao.

8.6 Any modification or amendment of any provision of this agreement must be in writing and bear the signature of the duly authorized representatives of both parties. The failure of any party to enforce any right it is granted herein, or to require the performance by the other party hereto of any provision of this agreement, or the waiver by any party of any breach of this agreement, shall not prevent a subsequent exercise or enforcement of such provisions or be deemed a waiver of any subsequent breach of this agreement. All provisions of this agreement which by their own terms take effect upon the termination of this agreement or by their nature survive termination (including without limitation the provisions of Sections 4, 6, 7, 8) shall survive such termination.

8.7 This agreement, all attached schedules and all other agreements referred to herein or to be delivered by the parties pursuant hereto, represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and merges all prior discussions between them and supersedes and replaces any and every other agreement or understanding which may have existed between the parties to the extent that any such agreement or understanding relates to providing services to LILY ENTERTAINMENT N.V. LILY ENTERTAINMENT N.V. hereby acknowledges that it has not reasonably relied on any other representation or statement that is not contained in this agreement or made by a person or entity other than AL IMRAN. To the extent, if any, that the terms and conditions of LILY ENTERTAINMENT N.V.'s orders or other correspondence are inconsistent with this agreement, this agreement shall control.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives as of the agreement date first above written.

Employer Information

Company name: LILY ENTERTAINMENT N.V.

Representative name: Glenn Rellum o.b.o. Downtown E-Commerce Company B.V.

Job title: Managing Director

Signature:

Date: February 2nd, 2023

Consultant Information

Service Provider name: AL IMRAN

Signature:

A handwritten signature in black ink, appearing to read 'AL-4' followed by a stylized flourish.

Date: February 2nd, 2023



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COINPAYZ FZCO

23472 - 001 IFZA Business Park,
Dubai Silicon Oasis, DDP, Building A2,
Dubai, United Arab Emirates
Tel: +971 4 245 7501



November 01, 2022

AL IMRAN
House 427, Road 17
Bashundhara R/A
Dhaka 1229
Bangladesh

Dear Mr Al Imran,

OFFER OF EMPLOYMENT AS GENERAL MANAGER

We are pleased to inform you of the success of your application following your recent interviews at COINPAYZ, Dubai. Accordingly, we are pleased to offer you employment with COINPAYZ as a General Manager. We trust that you will make the best use of your knowledge, skills, network and wealth of experience in moving the company forward to ensure that the vibrant brand of the company continues to radiate across the world.

The employment offer is made in accordance with the following conditions and those contained in the Statement of Particulars of Terms of Employment and Company Rules attached.

1. This offer is conditional upon;
 - a) Our obtaining satisfactory references from your referees
 - b) You showing us certificates to prove your qualifications
 - c) You being passed as fit after a full medical examination should you be asked to attend one
 - d) You being free from any contractual restrictions to accept this offer and start work on the date mentioned below.
2. Subject to the above conditions being satisfied we want you to commence work on 01/11/2022.
3. You will be initially employed at the Company's premises but as a term of your employment, you may be reassigned to any other subsidiary of the company or may be required to work at or from any other location as may be determined by the company.
4. Your monthly salary is as below:

Basic Salary:	AED 15,000.00 (Excluding bonuses according to performance)
Housing Allowance:	AED 3,000.00
Transport Allowance:	AED 2,000.00
Gross Salary :	AED 20,000.00

The salary will be AED 240,000.00 (Two Hundred and Forty Thousand Dirham only) per annum paid in 12 monthly installments. Payment will be made directly to your bank account or to your salary

prepaid card to provide cleared funds each month within the deadline stipulated by the labour laws of the U.A.E.

5. You will initially be on probation for the first 6 months before the confirmation of your employment. Kindly note that this probation period may be further extended should you fail to meet set targets within the first six months.
6. You shall be entitled to annual leave of 30 calendar days every year.
7. You shall be entitled to annual passage allowance once in a year on an economy return ticket for visit to your home country.
8. You shall be entitled to annual Medical Insurance cover to cater for your personal medical needs.
9. The hours of work shall normally be from 10am to 7pm on Monday to Friday. You are required to occasionally make yourself available for few hours, sometimes during the weekends when it is unavoidably required by the clients, otherwise Saturdays and Sundays are work free days
10. You must devote the whole of your attention and ability to your duties and responsibilities on full time basis. You must not in any circumstances engage in any private business or engage in any other remunerated employment for any other company or person without the prior express written authority from the Company.
11. All the business transactions and activities with clients must be officially processed through the company and payments for services must be made only into the company's bank account. Please note that under no circumstances whatsoever should you charge any client privately or secretly for yourself, or for any personal services. All services to the client must always be treated officially and payments officially made only to the company.
12. Under no circumstances should the service request from a client be transferred to a third party, except with the clear approval from the company. For the avoidance of doubt, the payment for any services meant to be assigned to any third-party agent must be fully paid to our company, and it is the company that has the absolute right to appoint any third party agent for such services.
13. The position to which you are being appointed will involve you in being privy to large amount of highly confidential information. It is a condition of your employment that you irrevocably undertake not to work for, or form or consult or associate in any way with a business that is in competition with your employer or any of its group companies or subsidiary either during your employment or for a period of one year following the termination of your employment. The company reserves the right to take steps to restrain you from such employment.
14. Prior to commencing work with the Company, you will be required to accept and sign the enclosed Confidentiality and Non-Compete Agreement.
15. If you are required to travel on company business, economy fares and reasonable subsistence expenses will be provided by the Company on receipt of an account of such expenses supported by official receipts in accordance with the Company policy.
16. Please note that it is not acceptable to use any company facility such as telephone, office consumables or whatsoever office items under your custody for your private or personal purposes.

17. Within the probation period, COINPAYZ FZCO without prejudice, reserves the absolute right to summarily terminate this contract of employment and without any compensation to you if your performance is below set targets as indicated in this employment contract.
18. After the confirmation of your employment, notice period for termination is one month on either side or payment of gross salary of one month in lieu of notice.
19. This employment is subject to official employment contract, which both parties will be required to sign and approved employment guidelines of the Freezone Authority.

We are confident that you will be able to make a significant contribution to the success of COINPAYZ FZCO and we look forward to working with you.

Yours sincerely,



Emman O'lowo

For: **COINPAYZ FZCO**

I hereby confirm the unconditional acceptance of the offer above as evidenced by my signature below:

Name: AL IMRAN AZHARUL ISLAM

Signature 

Date: November 1, 2022