

Services Agreement

An Agreement entered into today the 1st of July 2023.

BETWEEN

Of the first part, Next To You B.V., a company duly incorporated and existing under the laws of Curacao, bearing company registration number 145738 and having its registered office at Kaya Richard J. Beaujon Z/N, Curacao, (hereinafter referred to as "Next To You");

AND

Of the second part, AGILE MEDIA PTE. LTD., a company duly incorporated and existing under the laws of Singapore, bearing company registration number 202324019M and having its registered office at 37 JALAN PEMIMPIN #06-12 MAPEX SINGAPORE (577177), (hereinafter referred to as "the Service Provider")

Together hereinafter referred to as the "Parties".

WHEREAS the Service Provider is in the business of providing services as stipulated in "**Annex A**" to this Agreement;

WHEREAS Next To You B.V requires certain services ("Services") and intends to engage the Service Provider for such purpose and the latter accepts such engagement;

WHEREAS the Parties wish to collaborate and regulate the terms and conditions of their collaboration by virtue of this Agreement.

It is therefore hereby agreed between the Parties that:

1. Object

- 1.1. Next To You B.V hereby engages the Service Provider to provide to Next To You B.V the Services listed in "**Annex A**" on a continuous basis under the terms and conditions of this Agreement and the Service Provider accepts to provide the Services to Next To You B.V under the same terms and conditions of this Agreement.
- 1.2. In the provision of the Services, the Service Provider undertakes to act with proper diligence, skill and care and in such a way as to avoid losses to Next To You B.V.
- 1.3. The Service Provider undertakes to provide the Services within a reasonable period of time, taking into account the work involved in the provision of the requested service.



2. Duration

- 2.1. This Agreement shall be valid from the 1st day of July 2023 (hereinafter referred to as the 'Effective Date') or from such other date as the Parties may specify.
- 2.2. This Agreement shall be valid for an indefinite-term unless either one of the Parties gives written notice to the other of its intention to terminate the Agreement.

3. Fees

By way of compensation for the services rendered by the Service Provider under this Agreement, Next To You B.V shall pay the Service Provider fees, defined in "**Annex A**". The Service Provider shall provide a monthly invoice to Next To You B.V for the Services rendered under the Agreement and/or any other invoices for expenses and/or extra hours worked and/or any other work requested based on the terms of the Agreement.

4. Express Resolutive Condition

- 4.1. Either Party has the right to terminate the Agreement in providing a 30 (thirty) day written notice to the other Party for such intention.
- 4.2. Next To You B.V will be entitled to dissolve the Agreement if the Service Provider fails to perform any of its obligations as laid down in this Agreement after having been notified in writing of such default by Next To You B.V and given thirty days (30) within which to remedy the situation.
- 4.3. The Agreement will be dissolved as soon as the Service Provider receives in writing, notification from Next To You B.V that it intends to resort to the present resolutive condition.
- 4.4. On the other hand, the Service Provider may dissolve the present Agreement if Next To You B.V fails to perform any of its obligations under this Agreement and does not remedy the default within thirty (30) days from the receipt of notification by Next To You in writing of the default.

5. Confidential information

- 5.1. Obligation of Confidentiality

In performing the Services under this Agreement, the Service Provider may be exposed to and will be required to use certain Confidential Information (as hereinafter defined) of Next



To You. The Service Provider and its employees, agents, or representative, agree that they will not use, directly or indirectly, such Confidential Information for the benefit of any person, entity, or organization other than Next To You or disclose such Confidential Information without the written authorization of the Board of Directors of Next To You, either during or after the term of the Agreement, for as long as such information retains the characteristics of Confidential Information.

5.2. Definition

Confidential Information means information not generally known and proprietary to the Parties or to a third party for whom Parties are performing work, including, without limitation, information concerning any patents or trade secrets, confidential or secret designs, processes, formulae, source codes, plans, devices or material, research and development, proprietary software, analysis, techniques, materials, or designs (whether or not patented or patentable), directly or indirectly useful in any aspect of the business of the Parties, any vendor, names, customer and supplier lists, databases, management systems and sales and marketing plans, any confidential secret development or research work, or any other confidential information or proprietary aspects of the business of Next To You. All information which the Service Provider acquires or becomes acquainted with during the period of this Agreement, whether developed by the Service Provider or by others, which the Service Provider has a reasonable basis to believe to be Confidential Information, or which is treated by the Company as being Confidential Information, shall be presumed to be Confidential Information.

5.3. Property of Next To You.

The Service Provider agrees that all plans, manuals, and specific materials developed by Next To You on behalf of Next To You in connection with Services render under this Agreement, are and shall remain the sole and exclusive property of Next To You. Promptly upon the expiration or termination of this Agreement, or upon the request of Next To You, the Service Provider shall return to Next To You all documents and tangible items, including samples, provided to the Service Provider or created by the Service Provider for use in connection with the Services to be rendered hereunder, including, without limitation, all Confidential Information, together with all copies and abstracts thereof.

6. Intellectual property rights and personal data

6.1. **“Intellectual Property Rights”** means patents, rights to inventions, copyright and related rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

6.2. All Intellectual Property Rights (hereinafter **“IPR”**) in the Services and/ or all items prepared for and submitted by the Service Provider to Next To You under the provisions of this Agreement (hereinafter the **“Work”** or **“Works”**) shall belong the Next To You exclusively and shall be deemed to be works made for hire. In instances



where any of the Works may not be works made for hire by operation of law, Next To You shall have the right to obtain and hold any trademark, copyright, or mask work registration, and any other registrations and similar protection which may be available in the Works in its own name.

6.3. **Personal Data.** Each Party undertakes to Next To You with all data protection and privacy legislation applicable regarding the lawful maintenance and processing of personal data (hereinafter referred to as “Personal Data”, which shall be strictly in accordance with the provisions of the legal and regulatory framework and any applicable relevant data protection legislation in force.

6.4. The Parties mutually agree hereto to take all appropriate technical and organizational security measures, aimed at protecting Personal Data against accidental, unauthorized or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access and against all other unlawful forms of processing and those measures are appropriate to protect Personal Data. In case that the Service Provider processes Personal Data as part of its Services under the Agreement, the Service Provider undertakes and agrees that:

- it will process Personal Data in accordance with the applicable data protection legislation and shall ensure that it has a legally approved mechanism under data protection legislation in place to allow for an international data transfer;
- it will process the Personal Data solely in connection with this Agreement and shall not process and use the Personal Data for purposes other than those set forth in the Agreement;
- it shall provide reasonable cooperation and assistance to Next To You in relation to Service Provider’s processing of Personal Data in order to allow Next To You to comply with its obligations under the applicable data protection legislation;
- it will, upon becoming aware of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data (hereinafter referred to as the “Breach Incident”), notify Next To You without undue delay (and within 24 hours) and provide information relating to the Breach Incident as reasonably requested by Next To You;
- it has implemented appropriate technical and organizational security measures to protect the Personal Data and that it has taken reasonable steps to ensure the



reliability of any of its staff who have access to Personal Data processed in connection with this Agreement;

- it will deal properly with reasonable inquiries and instructions from Next To You relating to the Service Provider's processing of the Personal Data;
- it will maintain accurate written records of any and all the processing activities of any Personal Data carried out under the Agreement;
- it will cooperate with Next To You with respect to any action taken pursuant to any order, demand or request from authorities, including ensuring that confidential treatment will be accorded to such disclosed Personal Data;
- it will promptly notify Next To You about: (i) any legally binding request for disclosure of Personal Data by a law enforcement authority unless otherwise prohibited; and (ii) any request received directly from Next To You users with regard to their Personal Data, without responding to that request, unless it has been otherwise authorized to do so; and

it shall, upon reasonable and written notice, allow its data processing procedures and documentation to be inspected by Next To You (or its designee) in order to ascertain compliance with this Clause. The Service Provider shall cooperate in good faith with audit requests by providing access to relevant knowledgeable personnel and documentation.

7. Force Majeure

7.1. Neither Party shall be held liable for failure in performing any of its obligations under this Agreement if such failure is due to any cause beyond its reasonable control including but not limited to Act of God, inclement weather, flood, lightning or fire, industrial action, or lookouts, the act or omission of Government, any Regulatory Body or other competent authority, war, military operations, or riot (hereinafter referred to as 'Force Majeure').

8. Miscellaneous

8.1. The Parties declare that they are independent of each other and have no power, right and/or authority one over the other. Therefore, neither of the Parties can assume obligations and/or responsibility, implicit or express in the name and on behalf of the other party. Nothing in this Agreement shall be interpreted as constituting a partnership, joint venture or contract of employment.

8.2. This Agreement and the relationship between the Parties shall be governed



by, and construed in accordance with the laws of Curacao. Curacao courts shall have exclusive jurisdiction to determine any disputes which may arise out of, under, or in connection with this Agreement.

8.3. This Agreement constitutes the entire agreement between the Parties hereto and supersedes any previous agreements and/or understandings, whether oral or in writing. There are no other agreements, contracts, understandings, representations or warranties either collateral, oral or otherwise in existence between the parties hereto in relation to matters covered by this Agreement.

8.4. The various provisions of this Agreement are severable and if any provision or part thereof of this Agreement shall be held to be invalid, null or unenforceable by any competent authority, then such invalidity, nullity or unenforceability shall not affect the validity or enforceability of the rest of this Agreement.

8.5. The Parties undertake to act in the utmost good faith and integrity and neither to do, nor cause to be done or to suffer any act or omission which would either frustrate the due performance of this Agreement or would be to the detriment of the other party to this Agreement.

8.6. This Agreement is personal to the parties hereto and neither party hereto shall assign or otherwise transfer its rights and/or obligations under this Agreement in whole or in part, without the prior written consent of the other party hereto.

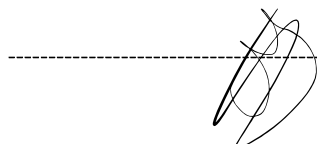
8.7. It is clearly understood and agreed that the remedies under this Agreement shall not be construed as limiting or excluding any other available remedy at law.

For and on behalf of Next To You B.V



Ms. Gouloud Mercedes Hammoud, Director f/obo Global Related Servcies B.V.

For and on behalf of AGILE MEDIA PTE. LTD.



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ANNEX A

A. PROVISION OF SERVICES

Next To You engages the Services Provider to provide the following Services:

Marketing:

a. Search engine optimization (SEO):

- Researching keywords and phrases to select appropriate, relevant search terms.
- Obtaining "backlinks" from other related websites and directories to generate link popularity and traffic.
- Drive the optimization text for various HTML tags, metadata, page titles, and page text as necessary.
- Analysis and recommendations on optimal website structure, navigation, code, etc., for best SEO purposes.
- Recommending additional web pages or content to target keyword/phrase searches.
- Drive the creation of traffic and ranking reports for associated pages showing rankings in major search engines.

b. Drive the Digital Marketing:

- Social media marketing.
- Web-based advertising.

2- Management:

- Strategy development.
- Human resources planning.
- Financial management.
- IT planning, design, and implementation.

3- Leading the Branding:

- Choosing the business name and slogan.
- Drive the designing logos and websites.

4- Leading the strategy planning:

- Setting marketing goals.
- Conducting marketing audits.
- Performing market research.
- Identifying target audience.
- Determining budget.
- Implementing a schedule.
- Creating a complete evaluation process.
- Advising and providing reports on a regular basis.
- Presentations on the effectiveness of marketing strategies.
- Discussions on pros and cons.

B. FEES

-Next To You B.V will pay a monthly retainer of EUR 23,450.00 (Twenty-Three Thousand and Four Hundred Fifty Euro) to the Service Provider.

- The Services will be charged at the rate of €850.00 per hour.

