

Services Agreement #91

An Agreement entered into today the 1st day of October of the year two thousand and nineteen (01/10/2019).

BETWEEN

Of the first part, **The Luck Factory 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 "The Luck Factory"), represented by its managing director ms. Gouloud Mercedes Hammoud;

AND

Of the second part, **Azul Sodalite LTD**, a company duly incorporated and existing under the laws of Cyprus, bearing company registration number HE 397945 and having its registered office at 14 Archiepiskopou Makariu B, Flat 102, 1040 Nicosia, Cyprus, (hereinafter referred to as "the Service Provider"), represented by its director Sokratis Barsegiannidis;

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 The Luck Factory 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. The Luck Factory hereby engages the Service Provider to provide to The Luck Factory 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 The Luck Factory 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 The Luck Factory.
- 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 October of the year two thousand and nineteen (01/10/2019) (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 a period of one (1) year and shall be automatically renewable upon the expiry of the first year for further periods of one (1) year each unless either of the Parties gives written notice to the other of its intention to terminate the Agreement.

3. Payment

- 3.1. By way of compensation for the services rendered by the Service Provider under this Agreement, The Luck Factory B.V. shall pay the Service Provider fees, defined in appendixes to this Agreement

4. Express Resolutive Condition

- 4.1. The Luck Factory 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 The Luck Factory and given thirty days (30) within which to remedy the situation.
- 4.2. The Agreement will be dissolved as soon as the Service Provider receives in writing, notification from The Luck Factory that it intends to resort to the present resolutive condition.
- 4.3. On the other hand, the Service Provider may dissolve the present Agreement if The Luck Factory 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 The Luck Factory in writing of the default.

5. Data Protection

- 5.1. The Parties agree to keep confidential all the information received and/or exchanged in the execution of this Agreement, exercising the same due diligence as if the data were their own.

6. Force Majeure

- 6.1. 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 lockouts, the act or omission of

Government, any Regulatory Body or other competent authority, war, military operations, or riot (hereinafter referred to as 'Force Majeure').

7. Miscellaneous

7.1. 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.

7.2. 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.

7.3. 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.

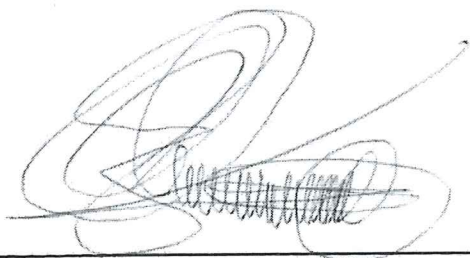
7.4. The Parties undertake to act in the utmost good faith and integrity and neither to do, nor cause to be done or to suffer any act or omission which would either frustrate the due performance of this Agreement or would be to the detriment of the other party to this Agreement.

7.5. 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.

7.6. 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 **The Luck Factory B.V.**

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke at the end, positioned above a horizontal line.

Mrs. Gouloud Mercedes Hammoud obo
Global Related Services B.V.
Director

For and on behalf of **Azul Sodalite LTD**

A handwritten signature in blue ink, consisting of a stylized 'M' followed by a long horizontal stroke, positioned above a horizontal line.

Mr. Sokratis Barsegiannidis
Director

ANNEX A

The Luck Factory engages the Service Provider to provide the following Services:

1. Management consulting
 - The Luck Factory will pay a monthly retainer of €10,000.00 to the Service Provider
 - Management consulting will be charged at the rate of €350.00 per hour.