

SERVICES AGREEMENT

This Services Agreement (the "**Agreement**") was made and entered into on 4th December, 2023 by and between **Next to You B.V** a company registered under the laws of Curacao, with its registered address at Kaya Richard J. Beaujon z/n, P/O Box 6248, Willemstad, Curacao (the "**Company**") and **Madwort Processing Labs Ltd**, a company registered under the laws of the Republic of Cyprus, with registration number HE 449004 and registered address at Michail Psellou, 9A, 3060, Limassol, Cyprus (the "**Service Provider**").

The Company and the Service Provider may also be referred to herein individually as a "**Party**" and collectively as the "**Parties**". The Parties hereby acknowledge and agree that this Agreement shall be effective as of December 4th, 2023 (the "**Effective Date**").

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WHEREAS, The Company is a limited liability company registered under the laws of Curacao and is a licensed gaming operator under the laws of Curacao, which offers online games of chance through but not limited to the following domains "sakuraslots.com" (the "**Domains**") (collectively, the "**Company's Services**"); and

WHEREAS, The Company has entered into a software license agreement with Celesta Platform Ltd ("**Celesta**") dated 26th January, 2022 and as amended, be effective as of January 1st, 2022 pursuant to which the Company is licensed to use a platform developed by Celesta, for the purposes of its activities and in order to provide the Company's Services to end-users (the "**Platform**"), and

WHEREAS, The Company desires to engage the Service Provider and the Service Provider desires to be engaged by the Company, for the purposes of the management and operation of the Company's end-users transactions and accounts, all subject to and in accordance with the terms and conditions specified in this Agreement.

NOW THEREFORE, in consideration of the mutual promises and undertakings of the Parties, it is hereby agreed as follows:

1. *Engagement of the Parties*

1.1. The Company hereby engages the Service Provider and the Service Provider agrees to be engaged by Company and serve as a service provider of the Company, all subject to and in accordance with the terms and conditions specified in this Agreement. In such capacity, the Service Provider shall provide the Company with any services related to the processing of payments received and any transactions made by end-users who use Company's Services, including without limitation, the following services:

1.1.1. Management of processing, clearing and settling payments, transactions, withdrawals, deposits and any other related money transactions made by the end-users in the course of using Company's Services;

1.1.2. To engage third party service providers which offer payment method services in order to enable the Company to operate its Sites;

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1.1.3.To engage in end-users dispute resolutions and activity reporting.

(collectively, the “**Services**”).

The Company shall for the purpose of allowing the Service Provider to effectively render the Services, provide to the Service Provider the following rights:

- The right to use, manage and operate the Domains, including without limitation in any and all Intellectual Property Rights related to it;
- The right in and to use the Confidential Information for the purpose of this Agreement;
- The right to use the Domains as well as its content, along with a database information concerning users of the Domains and affiliates.

2. Representations and Warranties

2.1 The Service Provider shall perform the Services in a loyal and devoted manner, in complete adherence to the terms of this Agreement.

2.2 The Service Provider represents and warrants that:

2.2.1 It has, and shall utilize, all requisite expertise, professional qualifications, skills, efforts, experience, technical and any other resource required to perform the Services, and with the highest degree of professionalism to the full satisfaction of the Company, and fulfill its obligations hereunder.

2.2.2 It has, and will have throughout the Term of this Agreement, any and all licenses and permits required in connection with the performance of the Services pursuant to this Agreement.

2.2.3 It is free to provide the Company with the Services, upon the terms contained in this Agreement, and there are no legal, commercial or contractual restrictions preventing the Service Provider from fully performing all of its duties hereunder.

2.2.4 The execution and delivery of this Agreement and the fulfillment of the terms hereof will not constitute a default under, or a breach of, any agreement or other instrument to which it is a party or by which it is bound, including without limitation, any confidentiality or non-competition agreement, nor will it require the consent of any person or entity.

2.2.5 The Services do not constitute a default under or a breach of any applicable law, rule or regulation. In providing the Services, the Service Provider shall comply with all applicable laws.

2.2.6 The Services, and any use thereof, shall not infringe any copyright, patent, trademark, trade secret or other proprietary rights of any third party.

2.3 The Service Provider shall provide the Services to the Company solely by itself and shall not be entitled, directly or indirectly to assign all or part of its rights and/or obligations to a third party, and shall not have any other person or entity perform any of the Services pursuant to this Agreement, without the Company's prior consent.

2.4 The Service Provider shall notify the Company immediately should anything occur or come to its attention which would or might prevent it from providing the Services at the level required by the Company. In these circumstances, the Company and the Service Provider shall negotiate in good faith the terms on which the Services will be continued.

- 2.5 The Service Provider shall follow the instructions of the Company, and report to any person designated by the Company for such purpose from time to time. In the event of any contradiction between such instructions and the provisions of this Agreement, the provisions of this Agreement shall prevail and govern.
- 2.6 The Service Provider shall not have any authority to bind or obligate the Company with respect to third parties in any matter whatsoever, without the prior, express written consent of the Company.
- 2.7 Pursuant to this Agreement, Service Provider shall act as an independent contractor and there will be no employee-employer relations, or any kind of partnership or joint venture, between Company or any member of its Group (as defined below) and the Service Provider or any of Service Provider's employees, consultants or shareholders (collectively, "**Associates**").
- 2.8 The Company, in its sole and absolute discretion, may procure services similar or identical to the Services, from any third party at any time.
- 2.9 The Service Provider may not sub-contract or otherwise delegate its obligations under this Agreement without the Company's prior written consent. The Company may withhold its consent in respect of any matters covered by this sub-section in its entire discretion.

3. Fees and Payment Terms

- 3.1. In consideration for the Services performed by the Service Provider, and subject to Service Provider's fulfillment of its obligations hereunder, the Company shall pay the Service Provider on a monthly basis at a Cost +3% basis (the "**Service Fee**"). "Cost" shall mean all direct costs reasonable incurred by the Service Provider in providing management and processing services to the Company.
- 3.2. The Service Fee shall be paid to the Service Provider within thirty (30) days following the end of the month in which the invoice was issued by the Service Provider (NET+30).
- 3.3. The Service Provider shall pay any and all taxes, duties, fees and/or other impositions that may be levied upon the Service Provider with regard to the provision of the Services hereunder.
- 3.4. In the event that pursuant to any law or regulation, tax is required to be withheld at source from any payment made to the Service Provider, the Company shall withhold the said tax at the rate set forth in the certification issued by the appropriate taxing authority or at the rate determined by said law or regulation, unless Service Provider provides a certificate evidencing an exemption (or lower rate) from such requirement.
- 3.5. The Service Provider shall not be entitled to any other indemnification, compensation, remuneration or any other payment whatsoever in connection with the performance of the Services hereunder, other than the Service Fee, in accordance with and subject to the provisions of this Section 3.

4. Independent Contractor

- 4.1. The relationship of Service Provider and its employees and other personnel with Company will be that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship.

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Neither the Service Provider nor any Associates have any authority to (and none of them will) bind or obligate Company or any member of its Group (as defined below) by contract or otherwise. Neither the Service Provider nor any Associates shall make any representations or warranties, contracts or commitments to anyone with respect to any contract or otherwise on behalf of the Company or any member of its Group. Only Company may, at its sole discretion, determine whether or not to enter into any agreement or obligation, for any or no reason.

- 4.2. The Service Provider or its employees and personnel will not be entitled to any of the benefits which Company may make available to its employees, such as group insurance, profit-sharing or retirement benefits.
- 4.3. The Service Provider acknowledges that it has read and fully understood the terms of this structure of the relationship between the Parties as an independent contractor, and Company will not withhold or make payments for social security; make unemployment insurance or disability insurance contributions; or obtain worker's compensation insurance on the Service Provider's behalf.
- 4.4. The Service Provider agrees to accept exclusive liability for complying with all applicable laws governing related to employment and labor matters including obligations such as payment of taxes, social security, disability and other contributions to its employees and advisors based on fees paid to the Service Provider under this Agreement. The Service Provider hereby agrees to indemnify and defend Company against any and all such taxes or contributions, including penalties and interest.

5. **Term and Termination**

- 5.1. This Agreement is effective as of the Effective Date, and will continue in force until terminated by either Party, in accordance with the terms of this Agreement (the "**Term**").
- 5.2. This Agreement may be terminated by either Party upon a thirty (30) day advance written notice, for any or no reason.
- 5.3. This Agreement may be terminated at any time by either Party in the event of the other Party's breach of any of the material terms or conditions herein and the failure to cure such breach within fifteen (15) days after written notice thereof from the other Party, or in the event that either Party shall be or become insolvent, or if proceedings in bankruptcy, insolvency receivership or other similar proceedings have been initiated against the other Party and not canceled within thirty (30) days of said initiation.

6. **Confidentiality**

- 6.1. In this Agreement, "**Confidential Information**" shall mean any information and data of a proprietary or confidential nature, whether in oral, written, graphic, machine-readable form, or in any other form, including but not limited to proprietary, technical, development, marketing, sales, price, operating, performance, cost, know-how, business and process information, computer programming techniques, and all record bearing media containing or disclosing such information and techniques, which is disclosed by one Party (the "**Discloser**") to the other Party (the "**Recipient**") pursuant to this Confidentiality Section. When appropriate, the term shall also include any samples, models or prototypes, or parts thereof. As used herein, "Discloser" or "Recipient", as the case may be, shall include such party and any member of its Group, as shall be from time to time.

"**Group**" shall mean, in respect of a party, the ultimate parent company of that party, together with every direct and indirect subsidiary of that holding company; a company is a 'subsidiary' of another company, its "holdings company", if (and for as long as) the other

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party (i) holds a majority of voting rights in it; (ii) is a member of it and has the right to appoint or remove a majority of its board of directors; or (iii) is a member of it and controls, pursuant to an agreement with other shareholders or members, a majority of the voting rights in it or the right to appoint or remove a majority of its board of directors.

"Representative" shall mean any person employed or otherwise engaged with Recipient.

- 6.2. Confidential Information does not include information which:
 - 6.2.1. Had become part of the public domain, through no fault of the Recipient; or
 - 6.2.2. Information disclosed to Recipient by a third party without an obligation of confidentiality; or
 - 6.2.3. Information that is already in the possession of the Recipient, as prove by written records; or
 - 6.2.4. Information has been developed independently by the Recipient.
- 6.3. Each Party shall, both during the Term and thereafter:
 - 6.3.1. Keep all Confidential Information strictly secret and confidential and shall use its best efforts to prevent any unauthorized disclosure of such Confidential Information;
 - 6.3.2. Disclose and provide access to the Confidential Information only to Representatives on a "need to know" basis, only to the extent required for the purpose of this Agreement, and only provided that such Representatives have executed a confidentiality undertaking with terms which are not less restrictive than the terms of this Confidentiality Section;
 - 6.3.3. Ensure that any Representative to whom it discloses any Confidential Information is made aware of, and complies with, all of the obligations hereunder. Recipient is responsible for any Representative's breach of any obligations concerning the Confidential Information whether during or after their employment with, or engagement by, Recipient; and
 - 6.3.4. Use Confidential Information only in connection with the proper performance of this Agreement.
- 6.4. Without limiting the above provisions, save as required by law or any applicable competent authority to which either Party is subject (wherever situated), no Party shall make any public announcement, issue any press release or make any form of statement to the public about this Agreement or any ancillary matter without the prior written consent of the other Party, which shall not be unreasonably withheld or delayed.
- 6.5. Recipient acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and since a breach by Recipient of any of the promises or agreements contained herein may result in irreparable and continuing damage to the Discloser for which there may be no adequate remedy at law, Discloser shall be, without waiving any other rights or remedies, entitled to seek injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including monetary damages if appropriate).
- 6.6. This Confidentiality Section and/or any disclosure made in accordance herewith does not grant Recipient any rights in connection with the Confidential Information or any trademark, copyright or patent whether existing or subsequently owned or controlled by Discloser.
- 6.7. Recipient undertakes, upon receiving Discloser's written request, to return to Discloser possession or destroy Discloser's Confidential Information as soon as reasonably possible.
- 6.8. This Section 6 shall continue in force after and despite the expiry or termination of this Agreement for whatever reason.

7. **Indemnification**

The Service Provider shall indemnify and hold the Company and/or its affiliates and/or any of their officers, directors, employees or consultants (the "**Indemnified Parties**") harmless, and defend each of them from and against any and all demands, claims, actions, liabilities, losses, costs, damages or expenses whatsoever (including reasonable attorneys' fees) ("**Losses**") asserted against, imposed upon or incurred by any of the Indemnified Parties (whether absolute, accrued, contingent or otherwise), arising from or related to a breach by Service Provider of its representations, warranties or obligations hereunder. The Service Provider shall indemnify the relevant Indemnified Party within no more than seven (7) days of receipt of such demand from the relevant Indemnified Party.

8. **Limitation of Liability**

- 8.1. The Company shall not be liable to the other for any indirect, special, incidental, and/or consequential damages of any kind, arising under of or in connection with this Agreement.
- 8.2. The maximum aggregate liability of the Company for any liability arising under or in connection with this Agreement, howsoever arising (including by way of negligence or any other theory of law), shall be limited to the amount of compensation due to the Service Provider during the preceding three (3) months.

9. **General Provisions**

- 9.1. This Agreement constitutes the full and entire understandings and agreements between the Parties with respect to the subject matter hereof, and replaces and supersedes any previous agreement and/or communications between the Parties. This Agreement may only be amended, modified or varied by a written instrument duly executed by both Parties.
- 9.2. No failure, delay or forbearance of either Party in exercising any power or right hereunder shall in any way restrict or diminish such Party's rights and powers under this Agreement or operate as a waiver of any breach or non-performance by either Party of any of the terms or conditions hereof.
- 9.3. This Agreement and the rights hereunder may not be assigned or novated by any of the Parties hereto without the written consent of the other Party and any attempt to do so shall be considered null and void, provided that the Service Provider has the right to assign all rights and obligations under this Agreement to any of its affiliates or members of its group, upon written notice to that effect.
- 9.4. All notices required to be delivered under this Agreement shall be effective only if in writing at the designated address of each Party, and shall be delivered personally, or by prepaid first class or pre-paid air mail post.
- 9.5. Neither Party shall be liable for any delay in performing, or for failure to perform, its obligations under this Agreement if the delay or failure results from any cause or circumstance beyond its reasonable control, including without limitation, labour dispute, compliance with any law or governmental order, rule, regulation or direction, strike, lockout, pandemic, epidemic, fire, riot, war, and terrorism ("**Force Majeure Event**") to the extent that the same arises without the fault or negligence of such Party. If a Force Majeure Event occurs, the date(s) for performance of the obligation affected shall be postponed for as long as is made necessary by the Force Majeure Event, provided that, if any Force Majeure Event continues for a period of thirty days or more, either Party may terminate this Agreement and/or a Work Order, after such thirty-days period

has elapsed due to force majeure immediately by written notice to the other Party. Each Party shall use its reasonable endeavours to minimise the effects of any Force Majeure Event.

- 9.6. This Agreement shall be governed by, interpreted and construed in accordance with the laws of England and Wales, without regards to conflict of law provisions thereof. The Parties agree that any claims, legal proceedings, or litigation arising in connection with the Agreement, will be brought solely to the courts of London, England, and the Parties consent to the exclusive jurisdiction of such courts.
- 9.7. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof, and the remaining parts shall be enforced as if such invalid, illegal, or unenforceable part were not contained herein, provided, however, that in such event this Agreement shall be interpreted so as to give effect, to the greatest extent consistent with and permitted by applicable law, to the meaning and intention of the excluded provision as determined by such court of competent jurisdiction.
- 9.8. The Company shall be entitled to offset from any and/or all payments due to Service Provider, any and/or all amounts the Company shall be entitled to receive from the Service Provider at such time.
- 9.9. Either Party's failure or delay in enforcing any of the provisions of this Agreement shall not, in any way, be construed as a waiver of any such provisions, or prevent such party thereafter from enforcing each and every other provision of this Agreement which were previously not enforced.

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the day and year first above written.

 Next to You B.V Name: Gouloud Hammoud o.b.o. Global Related Services B.V. Title: Director	 F14EF6F4354F4D8... Madwort Processing Labs Ltd Name: Eleni Karaïskou Title: Director
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