

ROLLSTACK SERVICES AGREEMENT

Order Form Details	
Effective Date	Feb 28, 2025
Customer <i>The legal name of the customer entity</i>	NEXT TO YOU B.V.
Customer representative <i>The legal name of the individual authorized to execute this Agreement on Customer's behalf</i>	Gouloud Hammoud obo Global Related Services B.V.
Customer representative title	Statutory Director
Customer representative email	gouloud@gfcgroup.co
Customer address	Kaya Richard, J. Beaujon, z/n, Curacao.
Initial Term	Feb 28, 2025 - Apr 28, 2025 then Apr 28, 2025 - Apr 28, 2026
Renewal Period	Apr 28, 2026 - Apr 27, 2027
Tier	Starter Package
Service Fees	\$500 a month billed monthly (through Apr 28th, 2025) \$12,000 a year billed monthly (From Apr 28th, 2025)
Add-ons	Collections & AI Insights

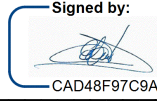
This Rollstack Inc. Customer Agreement (“**Agreement**”) is entered into as of the Effective Date above between Rollstack Inc., a Delaware corporation with address at 169 Madison Ave. #2281, New York, NY 10016 (“**Company**”), and the Customer listed above (“**Customer**”). This Agreement includes and incorporates the above Order Form, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the Parties after the date hereof.

Executed By:

COMPANY

By:  F9D17544531A43F...
Name: Nabil Jallouli

CUSTOMER

By:  CAD48F97C9A24D3...
Name: Gouloud Hammoud obo Global Related Services B.V.

TERMS AND CONDITIONS

The Parties agree to the following terms and conditions:

1. **Definitions.** In addition to terms defined on the Order Form, the following capitalized terms shall have the meaning set forth below:

- a. **"Affiliate"** means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity.
- b. **"Anonymized Data"** means aggregate, anonymized data and information derived from use of the Products and Services, used by Company for the purpose (i) of compiling performance, error-tracking, and maintenance information, (ii) for developing and testing functions and features of the Products, and (iii) for training, fine-tuning, and developing models, vectors, and other tools for artificial intelligence and machine learning systems.
- c. **"Authorized Users"** shall mean Customer's employees and independent contractors working for Customer in the ordinary course of Customer's business who: (a) agree to be bound by the Paragraph 2(c) terms of this Agreement; and (b) are specifically authorized by Customer to access the Customer Products and Services as a part of Customer's account with Company.
- d. **"Confidential Information"** means information, materials, or data relating to a party, the Products or the Services that are not generally known to or available for use by the public; personal information pertaining to current or former employees, members, or officers; and all other information, materials, or data, if any, that a party is required by law or agreement to keep confidential. Confidential Information shall include Customer Internal Data. Confidential Information does not include information (i) that becomes publicly available other than by reason of disclosure by any receiving party in breach of this Agreement or by another source bound by an obligation of confidentiality to the disclosing party; (ii) to the extent permitted by the disclosing party in writing; (iii) if known to the receiving party or its personnel prior to disclosure by or on behalf of the disclosing party (whether under this Agreement or otherwise) without breach of any other confidentiality obligations; or (iv) is developed by Company without use of or reference to the Confidential Information.
- e. **"Customer's Business"** means the Customer's business of providing entertainment services, including but not limited to live performances, digital content distribution, event production, and related offerings.
- f. **"Customer Internal Data"** means information, data, and other content, in any form or medium, that is provided by Customer to Company or accessed by Company in the course of providing the Product and Services to Customer that is not publicly accessible, including, without limitation, business intelligence information, private knowledge bases, and any other proprietary information relevant to the Customer that the Product accesses in order to provide the Services to Customer.
- g. **"Fees"** shall mean the fees payable pursuant to Section 4 of this Agreement.
- h. **"Intellectual Property Rights"** means patents, utility models, rights to inventions, copyright and neighboring and related rights, trademarks and service marks, business names and domain names, brand, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- i. **"Order Form"** means the Order Form included above that sets out the commercial terms of this Agreement and is executed by the Parties.
- j. **"Outputs"** means the information, documents, presentations, and other outputs generated by the Product using Customer Internal Data.
- k. **"Personal Data"** means information about an individual that (a) can be used to identify, contact or locate a specific individual; (b) can be combined with other information that is linked to a specific individual to identify, contact or locate a specific individual; or (c) is defined as "personal data" or "personal information" by applicable laws or regulations relating to the collection, use, storage or disclosure of information about an identifiable individual. If Customer provides any Personal Data to Company in connection with Customer's use of the Product or Services, Customer represents and warrants herein that it has the authority to do so and to permit Company to use the information in accordance with Company's Privacy Policy, which Company may modify at any time.
- l. **"Product"** means the Company's cloud-based SAAS platform providing data integrations and data-driven content automation.

m. **“Services”** means, collectively, the (i) support, integration, operational, documentation, and other services provided by the Company to the Customer in connection with the Product, data about the usage of Product and Company services and ongoing development, maintenance and upgrades of the Product.

n. **“Term”** means the period identified in the Order Form, or any Initial Term or Renewal Term, as applicable.

2. Access to Product and Services

a. **Authorized Users.** Only Authorized Users, and no other personnel, customers, or end users of Customer, are permitted to access the Product and Services. Customer is solely responsible for its Authorized Users, including for obtaining appropriate consent from such users for the processing of information about them as a part of the Product and Services and for their compliance with the relevant terms of this Agreement. To the extent Customer enables Authorized Users to access any Services billed on a per-seat basis, Customer shall pay all associated per-seat Fees for such Authorized Users beginning in the month where the fee would have first been incurred and with no proration on Fees.

b. **Usage Restrictions.** Provided that all Fees for the Product and Services have been timely paid by Customer, Company shall use commercially reasonable efforts to make the Product and Services available to Customer. If Customer exceeds the allotted usage for a given month, Company may restrict access to the Product and/or Services until the earlier of: (i) the commencement of the following month; or (ii) such time as Customer increases the allotted usage for Customer's account.

c. **Acceptable Uses.** Customer is expressly prohibited from using the Product or Services to (i) build a product or service that competes with the Product or Services, (ii) engage in any activity which is prohibited by Applicable Law; (iii) resell the Product or Services to third parties; (iv) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Product in any form or media or by any means except as expressly permitted by the Company and/or described in Company documentation; (v) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Product.

d. **Customer Covenants.** Customer shall:

i. **Cooperation.** Provide all necessary cooperation and cooperation requested by Company in relation to this Agreement, including Customer Internal Data sufficient for Company to provide the Product and Services and all necessary access to such information as may be reasonably required by Company.

ii. **Timely Response.** Carry out all other Customer responsibilities set out in this Agreement in a timely and

efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the Parties, Company may adjust any agreed timetable or delivery schedule as reasonably necessary.

iii. **Compliance with Law.** Ensure that its use and its Authorized Users' use of the Product and Services is in accordance with applicable law.

e. **Exhibits.** The Pricing Tiers attached as Exhibit A hereto are incorporated into, and form a part of, this Agreement. For monthly plans, Company reserves the right to update pricing periodically upon notice to Customer, which updated pricing shall be effective upon notice to Customer. Company shall have the right to update pricing for annual plans annually, at the end of the term-then-in-effect, upon not less than 30 days' written notice to Customer.

3. Intellectual Property Rights.

a. **Ownership.**

i. **Company Intellectual Property.** Customer acknowledges and agrees that Company shall be the sole owner of the Product, Services and Intellectual Property therein, including the any derivative works created by any person thereof, provided that Company may license certain third party components used in the Product or Services. Nothing in this Agreement shall transfer any ownership rights to Customer with respect to any part of the Product or Services.

ii. **Customer Intellectual Property.** Customer acknowledges and agrees that it owns or has any rights necessary to use and grant Company the right to use the Customer Internal Data in the provision of the Customer Product and Services. Customer shall own the Outputs.

b. **Licenses**

i. **Company License.** During the Term, Company hereby grants to Customer and its Authorized Users a personal, limited, irrevocable, non-transferable, non-sublicensable, non-exclusive license to access and use the Product, and Services in its business.

ii. **Customer License.**

1. **Customer Internal Data.** To the extent that Customer instructs or enables Company to use Customer Internal Data and/or Personal Data in connection with the Product or Services, Customer hereby grants to Company an irrevocable (during the term of the Agreement), worldwide, royalty-free, fully paid-up, non-exclusive license to use, publish, reproduce, perform, display, distribute, modify, prepare derivative works based upon, make, have made, import, and otherwise exploit such data, any Intellectual Property Rights therein, and all improvements, modifications, and derivative works thereof, for the purpose of providing the Product and performing the Services.

2. **Anonymized Data.** Customer further grants Company an irrevocable (during the term of the Agreement), worldwide, royalty-free, fully paid-up, non-exclusive license to use, publish, reproduce, perform, display, distribute, modify, prepare derivative works based upon, make, have made, import, and otherwise exploit the Anonymized Data for the purpose of developing, maintaining, and improving the Product. Company shall have the right to keep records of Anonymized Data (and no other data) after termination of this Agreement.
- iii. **Publicity.** Company shall have the right to display Customer's name/logo on Company's website as an existing customer of Company during the Term, provided that such use is in the same manner as other customer logos are displayed on Company's website as of the Effective Date. Customer hereby grants to Company a limited right and license to use its name and logo for the purpose of exercising the foregoing right, provided the use of any logo is in accordance with Customer's trademark policies and is subject to Customer's reasonable modification in connection with Customer's quality control of its trademarks.

4. Fees and Payments.

- a. **Usage Fees.** Customer shall pay the Usage Fees as set forth on Exhibit A for the tier identified in the Order Form on or before the 1st day of the month in which Product and Services are provided for use of the Product and Services in that month (for monthly billing) or year (annual billing). If Customer exceeds the allotted usage for a given month, Company may restrict access to the Product and/or Services until the earlier of: (i) the commencement of the following month; or (ii) such time as Customer increases the allotted usage for Customer's account.
- b. **New Paid Features.** New paid features may be added to Company Products. Company will not charge the Customers for such additional fees without prior consent of the Customer. The Customer will have access to the new features upon agreement with Company on the additional fees, payment schedule, and terms of use for such new features.

5. Term

- a. **Term.** This Agreement shall commence as of the Effective Date set forth above for the Initial Term and shall automatically renew each Renewal Period unless terminated in accordance with this Section.
- b. **Termination.**
 - i. **By either party.** Either party may terminate this Agreement SOW upon notice to the other party if:

1. **For Breach.** the other party materially breaches this Agreement and has not cured such breach within thirty (30) days of receiving notice thereof.

2. **For Insolvency.** the other party (a) becomes insolvent or admits its inability to pay its debts generally as they become due; (b) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) business days or is not dismissed or vacated within forty-five (45) days after filing; (c) is dissolved or liquidated or takes any corporate action for such purpose; (d) makes a general assignment for the benefit of creditors; or (e) has a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

- ii. **By Company.** Company may suspend performance under this Agreement or terminate this Agreement immediately upon either (i) Customer's breach of the payment obligations herein or (ii) if Company reasonably believes that Customer or its Authorized Users have violated the access and use restrictions in Section 2.

- iii. **By Customer.** Customer may terminate this Agreement for any Renewal Period term by providing notice to Company more than thirty (30) days prior to the end of the then-current term. Notwithstanding the foregoing, during the initial two-month monthly engagement period, Customer may cancel the rollover to the annual engagement at any time by providing notice to Company before the start of the annual term.

- c. **Effect of Termination.** Upon the effective date of any termination:

- i. **Payments Outstanding.** To the extent any payments are due or overdue from Customer, Customer shall remain obligated to make any such payment to Company promptly.

- ii. **Refunds.** Customer shall not be entitled to any refunds for fees paid for Services prior to the effective date of termination, save and except for annual billing customers who terminate pursuant to Section 5(b)(i)(1).

- d. **Survival.** Sections 6, 7, 8, and 9 shall survive the termination or expiration of this Agreement.

6. Confidentiality.

- a. **Use and Disclosure.** Each party shall use any Confidential Information of the other parties solely for the purposes of providing (in the case of Company) or acquiring (in the case of Customer) the Product and Services provided hereunder and not for any other purpose. During and after the termination or expiration of this Agreement, a receiving party shall treat all Confidential Information as strictly confidential, and neither such receiving party nor any of its partners, Affiliates, advisors, representatives, subcontractors, or employees shall disclose any Confidential Information to any third party.

b. **Permitted Disclosure.** A party may disclose Confidential Information of another party to the extent that law or legal process requires disclosure; provided that, prior to any such disclosure, the disclosing party shall give the non-disclosing party prompt written notice of any such requirement and shall cooperate with the non-disclosing party to preserve the confidentiality of such information consistent with applicable law (including by using the disclosing party's reasonable best efforts to cooperate with the non-disclosing party to seek relief from such disclosure requirements or to otherwise minimize the extent of such disclosures (e.g., by providing redacted copies of such Confidential Information to the maximum extent not prohibited by applicable law), and in any event withholding disclosure of such Confidential Information until such time as it has been finally determined that such disclosure is required under applicable law and advising any recipients of the confidential nature of such Confidential Information).

c. **Destruction on Request.** Subject to applicable law, upon a written request of a party (the "**Requesting Party**"), the non-Requesting Party shall promptly return or destroy, and will provide the Requesting Party with written confirmation of such destruction with five (5) business days thereof, any Confidential Information in the possession or control of the non-Requesting Party, including any notes, reports, or other information incorporating or derived from such Confidential Information. For so long as a party retains any Confidential Information of another party, the obligations of this Section 6(c) will apply.

7. **Customer Representations and Warranties.** Customer represents and warrants:

a. **Rights to Data.** With respect to the Customer Internal Data and Personal Data (if applicable), that (i) it has obtained or provided any and all consent, notice, license or other rights required by applicable law from third parties to provide such data to Company, and for Company to use the data to provide the Product and Services.

b. **Authority.** The Customer Representative identified on the Order Form is an authorized signatory of Customer and has the capacity to bind Customer to this Agreement.

c. **Authorized Users.** That Customer is responsible for all usage of the Product and Services and shall take commercially reasonable measures to ensure that only Authorized Users are able to access the Product and Services.

8. **Conditions of Service and Disclaimers.**

a. **Disclaimers.**

i. **Warranty Disclaimer.** The Product, Services and the Confidential Information are provided AS IS and with all faults. Customer acknowledges and agrees that the

operation of the Product and Services is dependent upon certain third party networks and technologies, and that Company shall not be responsible for any delay or interruption of Services caused by restrictions or obligations imposed by, or services outages of, such a third party. COMPANY DOES NOT ASSUME ANY LIABILITY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, INCLUDING LOSS OF PROFITS OR REVENUES, LOSS OF DATA, LOSS OF USE OF THE PRODUCT OR ANY ASSOCIATED EQUIPMENT, COST OF ANY REPLACEMENT GOODS OR SUBSTITUTE EQUIPMENT, OR LOSS OF USE DURING THE PERIOD THAT THE PRODUCT IS BEING REPLACED OR REPAIRED. Additionally, Customer may "opt in" for certain features that rely on external third party software and technology, such as AI/LLMs and email integration. Company will use reasonable commercial efforts to ensure that integration of any third-party software and/or technology is done in accordance with best industry standards and practices for similar software/technology, but expressly disclaims any warranty as to any third party integration, including specifically the operation thereof, and/or accuracy of any information provided by such third-party.

ii. **Product Updates.** Except for the material changes to the Product, for which Company shall provide the Customer with 30 days written notice prior to such change, Company reserves the right to enhance, discontinue, modify, replace or make any changes to Product and Services at Company's sole discretion at any time, using automatic updating technology or otherwise, without prior notice to the Customer. Company will use commercially reasonable efforts to ensure that the update(s) will not materially adversely impair the overall functions of the Product or Services.

iii. **Limitations of Liability.** EXCEPT FOR ITS INDEMNIFICATION OBLIGATIONS, IN NO EVENT SHALL COMPANY BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, EVEN IF COMPANY HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES, FOR ANY CLAIM ARISING FROM OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR ANY OTHER CAUSE OF ACTION OR LEGAL OR EQUITABLE THEORY. IN NO EVENT SHALL COMPANY HAVE LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER HEREUNDER, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE),

STRICT PRODUCT LIABILITY OR ANY OTHER CAUSE OF ACTION OR LEGAL OR EQUITABLE THEORY.

9. Indemnification.

a. **Of Company.** Customer shall indemnify, defend and hold harmless Company and each of its owners, partners, representatives, members, managers, directors, officers, employees, and agents (each referred to as a "**Company Indemnitee**"), from any and all losses, costs, liabilities, claims, expenses, and damages (including attorneys' fees, fines, penalties, judgments, and expenses in connection therewith and amounts paid in any investigation, defense, or settlement thereof) to which any of such Company Indemnitees may directly or indirectly become subject which is caused by (1) Customer's gross negligence, willful misconduct, violation of law, fraud, bad faith, or material breach of this Agreement, (2) disputes between Customer and its Authorized Users, or (3) allegation that the use of the Customer Internal Data or Personal Data infringes, misappropriates, or violates the Intellectual Property Rights or other rights of any third party. Customer expressly acknowledges and agrees that Customer has carefully read this Agreement and has given careful consideration to the obligations imposed upon Customer by this Agreement, including this Section 9(a) and the provisions of this Section 9(a) are an essential inducement to Company to enter into this Agreement.

b. **Of Customer.** Company shall indemnify, defend and hold harmless Customer and each of its owners, partners, representatives, members, managers, directors, officers, employees, and agents (each referred to as a "**Customer Indemnitee**"), from any and all losses, costs, liabilities, claims, expenses, and damages (including attorneys' fees, fines, penalties, judgments, and expenses in connection therewith and amounts paid in any investigation, defense, or settlement thereof) to which any of such Customer Indemnitees may become subject which is based on the infringement of third party Intellectual Property Rights by the Product or Services, provided that (i) any such allegation of infringement covered by this subsection does not arise in any part from the Customer, Authorized Users, Customer Internal Data or Personal Data and (ii) Customer gave Company the extent to modify the Product to remove the infringement at the earliest opportunity to do so.

10. Miscellaneous.

a. **Choice of Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflicts of law provisions. Exclusive jurisdiction and venue for actions related to this Agreement will be the courts located in New York,

United States of America and both Parties consent to the jurisdiction of such courts with respect to any such action.

b. **Amendment.** This Agreement may be modified only by a written amendment signed by both Parties.

c. **Assignment.** Neither Party may assign this Agreement without the written consent of the other Party; provided however that either Party may assign this Agreement, in whole or in part, to an Affiliate or in connection with the sale or transfer of all or substantially all of the stock or assets of a Party. This Agreement shall be binding upon and shall inure to the benefit of each of the Parties and their permitted successors and assigns.

d. **Signature Process.** This Agreement may be executed via electronic mail, facsimile, .pdf, and in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute a single instrument. This Agreement may be signed electronically, and shall be deemed to include such inputs as each Party may make to populate the final Agreement provided that each Party has notice of such input at the time such Party's signature was applied.

e. **Force Majeure.** Neither Party shall be liable for any delay or failure to perform hereunder if such delay or failure is due to any cause beyond the reasonable control of such Party, including without limitation, power or telecommunications failures, fire, natural disasters or acts of God (each, a "Force Majeure Event;") provided that the Party so affected uses its best efforts to prepare for, avoid or remove the causes of nonperformance and continues performance hereunder immediately after such causes are removed.

f. **Interpretation.** Headings are intended for reference only and shall have no effect on the meaning of any provision of this Agreement. Any words following the terms "including", "include", "in particular", "for example" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms. References to a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality). Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. If there is an inconsistency between any of the provisions in the main body of this agreement and the Schedules, the provisions in the main body of this agreement shall prevail.

g. **Notices.** All notices, requests and consents hereunder shall be in writing and deemed given on the date received as evidenced by proof of receipt, if delivered to the Parties' addresses set forth herein by (a) hand; (b) certified mail, return receipt requested; (c) fax (d) email; or (e) overnight courier of national reputation. In each of the

foregoing cases, notice will be sent to the address provided in the signature block of both Parties.

h. **Independent Contractors.** Company is an independent contractor of Customer, and this Agreement shall not be construed to create a partnership, joint venture or employment relationship between the Parties. Both Parties may colloquially refer to themselves as partners in marketing and non-confidential settings for the purpose of discussions, however, this does not change the nature of Company's agreement with the Customer as an independent contractor.

i. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof. If any provision is held invalid, illegal or unenforceable in any jurisdiction, then, to the fullest extent permitted by law, all other provisions

hereof will remain in full force and effect in such jurisdiction and will be liberally construed in order to carry out the intent of the Parties hereto.

j. **No Waiver.** No delay or omission in exercising any right hereunder will operate as a waiver of that or any other right. A waiver or consent given on one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion. To be effective, a waiver must be in writing and signed by the waiving Party.

k. **Entire Agreement.** This Agreement, including the recitals hereto, which are incorporated by this reference, constitutes the entire agreement between the Parties hereto concerning the subject matter hereof and supersedes any prior or contemporaneous agreements concerning the subject matter hereof.