

Service Agreement

Between the undersigned :

The Luck Factory B.V., registered in Curaçao under number 145738

And whose registered office is located at Kaya Richard J. Beaujon z/n, P.O. Box 6248 in

Willemstad-Curaçao, represented by its director, Mrs. Gouloud Hammoud, for and on behalf of Global Related Services B.V.

Hereinafter referred to as "the Customer",

on the one hand, and

And

Société On-Dit, a simplified joint stock company (SAS) with capital of €1,000, registered with the Nanterre Trade and Companies Registry under number 841 408 867, located at 5 bis boulevard Richard Wallace, 92200 Neuilly-sur-Seine, France, represented by its President Marie-Laurence Vieillard,

Hereinafter referred to as "the Service Provider",

on the other hand,

It has been agreed as follows:

Article 1 – Purpose

The present contract is a contract for the provision of consulting services, the object of which is the mission defined in the specifications entitled "Support Proposal" appended to the present contract and forming an integral part thereof.

Article 2 – Price

In return for the provision of these services, the customer will pay a lump sum of 15,000 euros (Fifteen Thousand Euros) for the first three months (January 2023- March 2023), and a monthly lump sum of 20,000. Euros (Twenty Thousand Euros) for the remaining of the duration of the agreement (April 2023-December 2024). Any fees covering periods after December 2024 will be mutually agreed in writing between the parties and will be added as an addendum to the current agreement.

Expenses incurred by the service provider: travel, accommodation, meals and ancillary expenses for typing, reprographics, etc., necessary for the performance of the service, will be invoiced in addition to the customer on the basis of receipts.



The above amounts will be paid by bank transfer within eight days of receipt of the invoice, plus any duties and taxes.

Article 3 – Duration

This Agreement takes effect on January 10, 2023 for a period of two years (24 months). After this date, it will be tacitly renewed for successive periods of twelve (12) months, unless terminated by either party by registered letter and/or mail with acknowledgement of receipt, giving at least two (2) month's notice.

Article 4 - Performance of the service

The service provider undertakes to carry out the task specified in Article 1, in accordance with the rules of the trade and in the best manner.
To this end, it will assemble the team required to carry out the assignment.

Article 5 - Hardship clause

The parties acknowledge that the present agreement does not constitute a fair and reasonable basis for their cooperation.
In the event of the data on which this agreement is based changing to such an extent that either party encounters serious and unforeseeable difficulties, they shall consult each other and show mutual understanding with a view to making such adjustments as may appear necessary as a result of circumstances which were not reasonably foreseeable at the date of conclusion of the present agreement, in order to restore the conditions of an equitable agreement.

The party which considers that the conditions set out in the above paragraph have been met shall notify the other party by registered letter with acknowledgement of receipt, specifying the date and nature of the event or events at the origin of the change alleged by it, quantifying the amount of the current or future financial loss and making a proposal for compensation to remedy the change. Any notification sent more than thirty (30) days after the occurrence of the event by the party at the origin of the notification will have no effect.

Article 6-Force majeure

Force majeure shall mean events of declared or undeclared war, general labor strike, epidemic disease, quarantine, fire, exceptional circumstances, accidents or other events beyond the control of either party. Neither party will be held responsible for delays caused by force majeure events.



In the event of force majeure observed by one of the parties, the later must inform the other party in writing as soon as possible by e-mail. The other party will have ten days in which to establish this.

Article 7-Applicable law. Original text

The contract is governed by the law of the country where the customer has its registered office, i.e. the State of Curaçao. The English text of this contract is the original text.

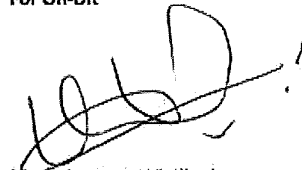
Article 8-Jurisdiction

All disputes arising out of or in connection with the present contract shall be finally settled in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce without recourse to the ordinary courts by one or more arbitrators appointed in accordance with the said Rules, whose award shall be binding. The arbitral tribunal shall be the judge of its own jurisdiction and of the validity of the arbitration agreement.

Paris, January 10, 2023

in two original copies.

For On-Dit



Marie-Laurence Vieillard

President

For THE LUCK FACTORY B.V.



Gouloud Hammoud for and on behalf of Global Related Services B.V

Director

Signed on July 19, 2023