

AGENCY AGREEMENT

This Agency Agreement (hereinafter referred to as the "**Agreement**") is made on the **March 26, 2025** by and between:

FLYBERGOM B.V., a company incorporated and duly registered under the laws of Curaçao, with company's registration No. 167086, having its registered address at Schout bij Nacht Doormanweg 40 Damacor Offices, Curacao (hereinafter referred to as the "**Principal**") on the one side

and

Teknaris Ltd, a company incorporated under the laws of the Republic of Cyprus, with registration number HE 465315, and its registered address at Vasileos Georgiou, B 48, 3077, Limassol, Cyprus (hereinafter referred to as the "**Agent**") on the other side,

(the Principal and the Agent are hereinafter jointly referred to as the "**Parties**" and individually as the "**Party**").

WHEREAS:

- A. The Agent shall act as the agent of the Principal with the powers granted to it by the Principal under this Agreement.
- B. The Principal provides services (or can provide services) to its end users in the field of online betting, pursuant to the sublicense granted by the Curaçao Gaming Control Board (license number OGL/2024/2241/1178) on the websites **godsdgame.com, th.parimatch.com, parimatch.vn, parimatch.id** as well as on the other websites of the Principal.
- C. The Agent has bank account in several banks (and may open additional bank accounts in other banks and payments systems) to accept payments on behalf of the Principal from end users and transfer the funds to the bank account of the Principal.

NOWTHEREFORE:

In consideration of the mutual covenants and agreements herein contained, the Parties hereby agree as follows:

1.0 SCOPE OF AUTHORITY:

The Agent shall act as the agent of the Principal, on its behalf, with the powers granted to it by the Principal under this Agreement, namely:

- i. act as a commission broker in all transactions involving the payments done by the Principal's end users through the said account;
- ii. accept payments on behalf of the Principal from end users to any of its bank accounts (and may open additional bank accounts in other banks and payments systems);
- iii. accumulate payments from Principal's end users and every 7 (seven) (or less/more) days (as may be separately agreed between the Parties) transfer the monies to the Principal's banking accounts or any other



bank/financial organization that may be notified by the Principal to the Agent from time to time;

- iv. solely operate its own bank accounts;
- v. arrange for operating the accounts, and at the request of the Principal, provide reasonable assistance in analysis, evaluation, and negotiation on behalf of the Principal to consummate transactions. Transactions shall include the products offered by the Principal to its end users;
- vi. making payments to the third parties as instructed by the Principle.

2.0 TERM OF THE AGREEMENT:

The Principal does hereby engage the Agent exclusively as the Principal agent to operate the said account and provide services stipulated herein for a period of twenty-four (24) months from 5 October 2023 (hereinafter referred to as the "**Primary Term**") subject to termination pursuant to Article 6.0 hereof.

Upon expiration of the term specified in this Article the term of this Agreement shall be prolonged (with prolongation of the Service Period as well) for each next calendar year on the same conditions unless terminated by any of the Parties pursuant to Article 6.0 hereof. In such a case the Agreement will be deemed terminated only after carrying out complete and final reciprocal payments and the settlement of all the disputes arising from the Agreement by the Parties.

3.0 TERRITORY:

The Territory of the Agent shall not be limited.

Notwithstanding the foregoing, the Agent shall always adhere to the applicable laws in the Territory as well as the rules and regulations governing the Client Provider Authorization.

4.0 RATE OF COMMISSION:

The Principal agrees and specifically sets out that it shall pay to the Agent a fixed fee of five thousand euros (€5000) per month. Such compensation shall be paid within thirty (30) days following the end of the month in which the invoice was issued by the Agent (NET+30).

All payments due and payable hereunder shall be made according to bank details set force in the invoice, unless otherwise was expressly agreed by the Parties.

5.0 DUTIES OF THE AGENT:

The Agent accepts such engagement, and for the period herein specified agrees to operate the said account and accepts the payments of Principal's end users.

It is expressly understood, however, that the Agent need not devote its entire time to such business and may engage in other activities, unless such activities shall prevent the Agent from performing its duties for the Principal.

6.0. TERMINATION OF THE AGREEMENT:

The Principal and the Agent shall have the right with a thirty (30) days prior written notice to terminate this Agreement provided that such cancellation shall not affect the rights of the Agent to any compensation to which it might be entitled hereunder.



7.0 NO TERMINATION UPON SALE OR MERGER:

In the event of the sale, lease, or transfer of the Principal's rights to any other person, payments due hereunder shall survive and pass unto and be honored by and binding upon Principal's successor in interest.

8.0 THE AGENT CANNOT DIVULGE INFORMATION OBTAINED:

As part of the consideration required of it under this Agreement, the Agent and its employees, officers, and trustees agree that they will not at any time thereafter divulge to any person or entity any confidential information received by them during or after the term of this

Agreement with regard to the personal, financial, or other affairs of the Principal, and all such information shall be kept confidential and shall not in any manner be revealed to anyone.

9.0 THE AGENT CANNOT DIVULGE CONFIDENTIAL INFORMATION:

The Agent expressly covenants and agrees that it will not at any time during or after termination of this Agreement reveal, divulge or make known to any person any confidential information of the Principal and the Agent, or reveal, divulge, or make known to any person of any secret or confidential information whatsoever in connection with the Principal, the Agent or their business or anything connected therewith, or solicit, interfere with, or endeavor to entice away from the Principal and the Agent any customer or any person in the habit of dealing with the Principal or the Agent, or interfere with or entice away any other employee of the Principal or the Agent, and the Principal and the Agent may apply for and have an injunction restraining the breach or the threatened breach of any of the covenants hereof.

10.0 DAMAGES FOR BREACH OF THE AGREEMENT:

In the event of a breach of this Agreement by either Party hereto resulting in damages to the other Party, that the other Party may recover from, the Party so breaching said contract such damages as may be sustained.

11.0 ACCOUNTS:

The Agent shall keep careful books of account, reports pertaining to specified transactions and may be required by the Principal to submit such books upon request. Such books of account, reports pertaining to transactions with Principal's end users at all times shall be open to the inspection of the Principal or its designated representative(s).

12.0 ENTIRE AGREEMENT:

This Agreement constitutes the entire Agreement of the Parties and memorializes all past and present written and oral agreements and supersedes all prior agreements; and, no statements, promises, or inducements made by either the Agent or the Principal that are not contained in this Agreement shall be valid or binding.

13.0 AMENDMENTS:

This Agreement may not be enlarged, modified, altered, or otherwise amended except in writing, signed by the Parties hereto and endorsed on this Agreement.



14.0 THE AGENT WARRANTS:

The Agent hereby represents and warrants to the Principal that:

Contractual Ability. The Agent hereby warrants that it is of majority, sound mind, and acting of its free will and without duress.

Authority. The Agent is a legally existing entity with the authority to enter into this Agreement.

Compliance with Law. The Agent warrants that it has complied and will comply fully with all applicable laws, regulations, statutes, and ordinances.

15.0 THE PRINCIPAL WARRANTS:

The Principal hereby represents and warrants to the Agent that:

- Contractual Ability. The Principal hereby warrants that it is of majority, sound mind, and acting of its free will and without duress.
- Authority. The Principal is authorized to enter into this Agreement.
- Compliance with Law. The Principal warrants that it has complied and will comply fully with all applicable laws, regulations, statutes, and ordinances.

16.0 SUCCESSORS AND ASSIGNS OF THE PARTIES:

This Agreement shall be binding upon and inure to the benefit of the Parties, personal representatives and assigns of the Parties hereto provided that, except as permitted by Section 17 hereof, any assignment of this Agreement shall be subject to the prior written approval of the other Party which approval shall not be unreasonably withheld.

17.0 ASSIGNMENT OF PAYMENTS:

Payments due hereunder, may be assigned by the Principal in whole or in part.

18.0 LEGAL JURISDICTION AND GOVERNING LAW(S):

This Agreement shall be governed, construed, interpreted, and enforced in accordance with the Laws of the Republic of Cyprus and the Parties hereby submit to the non-exclusive jurisdiction of the courts of the Republic of Cyprus.

19.0 LIABILITY:

Neither Party nor other affiliated companies, nor the officers, agents and employees, trustees, beneficiaries, or shareholders shall be liable to the other in any action or claim for consequential or special damages, loss of profits, loss of opportunity, loss of product, or loss of use and any protection against liability for losses of damages afforded any individual or entity by these terms shall apply whether the action in which recovery of damages is sought is based on contract, tort (including sole, concurrent or other negligence and strict liability of an protected individual or entity), statute or otherwise. To the extent permitted by law, any statutory remedies that are inconsistent with these terms are waived.



20.0 NOTICES:

All notices, requests and other communications pursuant to this Agreement shall be addressed to respective legal address of each Party.

All notices or other communications required by this Agreement shall be in writing and shall be sent by a courier, registered, certified or first-class mail or telefacsimile (fax) and shall be regarded as properly given in the case of a courier upon actual delivery to the proper place of address; in the case of a letter, seven (7) days after the registered, certified or first-class mailing date if the letter is properly addressed and postage prepaid; in the case of telefacsimile (fax), on the day following the date of transmission if properly addressed and sent to the correct number; and shall be regarded as properly addressed if sent to the parties or their representatives at the addresses provided in this Agreement.

Any Party hereto may, by written notice, to the other Parties, change the address to which notices to such Party are sent.

21.0 SETTLEMENT OF DISPUTES: Any claim or controversy arising out of this Agreement shall be settled by a court of competent jurisdiction. Either Party hereto may pursue the remedy of specific performance in the event of failure to comply with the terms and provisions of this Agreement.

22.0 COMMENCEMENT OF THE AGREEMENT:

The Parties hereby confirm that this Agreement is in effect from June 5th, 2023.

23.0 CAPTIONS:

The captions of any articles, paragraphs or sections hereof are made for convenience only and shall not control or affect the meaning or construction of any other provision hereof and pursuant to the rules of construction, each section shall be known by its plain meaning.

24.0 SEVERABILITY:

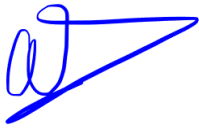
The invalidity or unenforceability of any particular provision of this Agreement, or portion thereof shall not affect the other provisions or portions thereof; and, this Agreement shall be construed in all respects as if any such invalid or unenforceable provisions or portions thereof were omitted and this Agreement shall remain in full force and effect.

25.0 COUNTERPARTS:

This Agreement may be signed in counterparts and shall be considered as fully executed on distribution of the counterpart pages to each of the executors hereto.

IN WITNESS WHEREOF, the Parties hereto have set their hands hereinbelow on the date above first written.

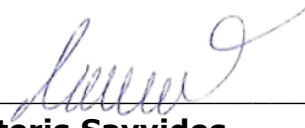




5/9/2025

eMagnus Curacao B.V.

Director of Principal



Soteris Savvides

Director of Agent

