

E-COMMERCE PARK N.V.**INTERNET DATA CENTER SERVICES AGREEMENT**

THIS INTERNET DATA CENTER SERVICES AGREEMENT (this "*Agreement*") is made effective as of the Submission Date (April 14, 2022) indicated in the initial E-Commerce Park Internet Data Center Services Order Form accepted by E-Commerce Park, by and between E-Commerce Park, N.V. ("*E-Commerce Park*") and the customer identified below ("*Customer*").

PARTIES:

CUSTOMER NAME: GOLDAORTE SPORTS N.V.

ADDRESS: E-COMMERCE PARK, VREDENBERG

CURACAO.

PHONE: 599 9 844 0066

E-COMMERCE PARK N.V.
Heelsumstraat 51, Vredenberg
Curaçao

Phone: (599-9) 433-8800

Fax: (599-9) 433-8801

1. INTERNET DATA CENTER SERVICES.

Subject to the terms and conditions of this Agreement, during the term of this Agreement, E-Commerce Park will provide to Customer the services described in the Internet Data Center Services Order Form(s) ("*IDC Services Order Form(s)*") accepted by E-Commerce Park, or substantially similar services if such substantially similar services would provide Customer with substantially similar benefits ("*Internet Data Center Services*"). All IDC Services Order Forms accepted by E-Commerce Park are incorporated herein by this reference, each as of the Submission Date indicated in such form.

2. TERM

This Agreement will begin on the date it is accepted by E-Commerce Park (the Submission Date) and shall continue for a period of time as set forth in the Service Order Form(s) ("*Initial Term*"), unless earlier terminated according to the provisions of Section 9 below. This Agreement will continue automatically for additional terms equal to twelve (12) months (each, a "*Renewal Term*") unless either party provides written notice at least ninety (90) days prior to the end of the Initial Term or Renewal Term, as applicable, that it has elected not to renew this Agreement.

3. FEES AND BILLING.

3.1 *Fees.* Customer will pay all fees due according to the Rate Sheets(s) as annexed to the IDC Services Order Form(s). E-Commerce Park reserves the right to revise the fees in accordance with energy price fluctuations.

3.2 *Billing Commencement.* Billing for Internet Data Center Services, other than Setup Fees, indicated in the initial IDC Services Order Form shall commence on the earlier to occur of (i) the "Submission Date" indicated in the initial IDC Services Order Form, regardless of whether Customer has commenced use of the Internet Data Center Services, unless Customer is unable to install the Customer Equipment and/or use the Internet Data Center Services by the Installation Date due to the fault of E-Commerce Park, then billing will not begin until the date E-Commerce Park has remedied such fault and (ii) The "Installation Date" indicated in the initial IDC Services Order Form. All Setup Fees will be billed upon receipt of a Customer signed IDC Services Order Form. In the event that Customer orders additional Internet Data Center Services, billing for such services shall commence on the date E-Commerce Park first provides such additional Internet Data Center Services to Customer or as otherwise agreed to by Customer and E-Commerce Park.

3.3 *Billing and Payment Terms.* Customer will be billed monthly and in advance of the provision of Internet Data Center Services. Payment of such fees will be due within fifteen- (15) days of the date of each E-Commerce Park invoice. All payments will be made in EURO. Late payments hereunder will accrue interest at a rate of one and one-half percent (1 ½%) per month, or the highest rate allowed by applicable law, whichever is lower. If in its judgment E-Commerce Park determines that Customer is reasonably to be

considered not creditworthy or is otherwise not financially secure, E-Commerce Park may, upon written notice to Customer, modify the payment terms to require full payment before the provision of Internet Data Center Services or other assurances to secure Customer's payment obligations hereunder.

3.4 *Taxes.* All payments required by this Agreement are exclusive of all national, state, municipal or other governmental excise, sales, value-added, use, personal property, and occupational taxes, excises, withholding taxes and obligations and other levies now in force or enacted in the future, all of which Customer will be responsible for and will pay in full, except for taxes based on E-Commerce Park's net income.

3.5 *Deposit.* The Customer shall on the date of this agreement pay to E-Commerce Park a deposit amounting of two (2) times the Monthly Recurring Fee for Contracted Capacity plus two (2) times the Monthly Recurring Fee per Cabinet Space. Expansion of the Contracted Capacity or addition of further cabinets to the Internet Data Center will result in the payment of additional deposit. The deposit shall be returned to the Customer within thirty days of termination or expiration of this agreement, after deduction of all amounts outstanding in terms of this agreement. Where deductions are made for damages caused by the Customer, the damages shall be reasonably calculated and shall allow for reasonable wear and tear. E-Commerce Park shall provide the Customer with written evidence of amounts outstanding and deductions made.

4. CUSTOMER'S OBLIGATIONS.

4.1 *Compliance with Law and Rules and Regulations.* Customer agrees that Customer will comply at all times with all applicable laws and regulations and E-Commerce Park's general rules and regulations relating to its provision of Internet Data Center Services, as updated by E-Commerce Park from time to time ("*IDC Rules and Regulations*" and "*Acceptable Use Policy*"). Customer acknowledges that E-Commerce Park exercises no control whatsoever over the content of the information passing through its sites containing the Customer Area and equipment and facilities used by E-Commerce Park to provide Internet Data Center Services ("*Internet Data Center*"), and that it is the sole responsibility of Customer to ensure that the information it transmits and receives complies with all applicable laws and regulations.

4.2 *CUSTOMER EQUIPMENT.* Each piece of the Customer Equipment must be clearly labeled with Customers name (or code name as provided by E-Commerce Park or Customer) and individual component identification. Each connection to and from a piece of equipment shall be clearly labeled with Customers name (or code name as provided by E-Commerce Park or Customer) and the starting and ending point of the connection. Customer Equipment must be configured and run at all times in compliance with the manufacturer's specifications, including power outlet, power consumption and clearance requirements.

4.3 *Customer's Costs.* Customer agrees that it will be solely responsible, for all costs and expenses (other than those included as part of the Internet Data Center Services and except as otherwise expressly provided herein) it incurs in connection with this agreement.

4.4 *Access and Security.* Customer will be fully responsible for any charges, costs, expenses (other than those included in the Internet Data Center Services), and third party claims that may result from its use of, or access to, the Internet Data Center and/or the Customer Area including but not limited to any unauthorized use of any access devices provided by E-Commerce Park to the Customer hereunder. Except with the advanced written consent of E-Commerce Park, Customer's access to the Internet Data Center will be limited solely to the individuals identified and authorized by Customer to have access to the Internet Data Center and the Customer Area in accordance with this Agreement, as identified in the Customer Registration Form, as amended from time to time, which is hereby incorporated by this reference ("*Representatives*").

4.5 *No Competitive Services.* Customer may not at any time permit any Internet Data Center Services to be utilized for the provision of any services that compete with any E-Commerce Park services, without E-Commerce Park's prior written consent. E-Commerce Park acknowledges that Customer may, at Customer's discretion, grant sub-licenses to occupy the Customer Space and use the Internet Data Center and Services provided by E-Commerce Park as per the IDC Service Order Form(s) as long as the Agreement with Customer is in place. Customer will remain fully liable for its licensee's conduct and will cause these

licensees to adhere to the Agreement, the IDC Rules and Regulations and the Acceptable Use Policy.

4.6 *Liability Insurance.* Customer will keep in full force and effect during the term of this Agreement: comprehensive general liability insurance, at least covering any damages which could be caused by Customer Equipment and/or Customer representatives to ECP premises and employees, with coverage of a minimum of EURO 1,000,000 per annum.

5. CONFIDENTIAL INFORMATION.

5.1 *Confidential Information.* Each party acknowledges that it will have access to certain confidential information of the other party concerning the other party's business, plans, customers, technology, and products, including the terms and conditions of this Agreement ("*Confidential Information*"). Confidential Information will include, but not be limited to, each party's proprietary software and customer information. Each party agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by this Agreement, nor disclose to any third party (except as required by law or to that party's attorneys, accountants and other advisors as reasonably necessary), any of the other party's Confidential Information and will take reasonable precautions to protect the confidentiality of such information.

5.2 *Exceptions.* Information will not be deemed Confidential Information hereunder if such information: (i) is known to the receiving party prior to receipt from the disclosing party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (ii) becomes known (independently of disclosure by the disclosing party) to the receiving party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the receiving party; or (iv) is independently developed by the receiving party.

6. REPRESENTATIONS AND WARRANTIES.

6.1 Warranties by Customer.

(a) *Customer Equipment.* Customer represents and warrants that it owns or has the legal right and authority, and will continue to own or maintain the legal right and authority during the term of this Agreement, to place and use the Customer Equipment as contemplated by this Agreement. Customer further represents and warrants that its placement, arrangement, and use of the Customer Equipment in the Internet Data Center complies with the Customer Equipment Manufacturer's environmental and other specifications.

(b) *Customer's Business.* Customer represents and warrants that Customer's services, products, materials, data, information and Customer Equipment used by Customer in connection with this Agreement as well as Customer's and its permitted customers' and users' use of the Internet Data Center Services (collectively, "*Customer's Business*") does not as of the Installation Date, and will not during the term of this Agreement operate in any manner that would violate any applicable law or regulation.

(c) *Rules and Regulations.* Customer has read the IDC Rules and Regulations and represents and warrants that Customer and Customer's Business are currently in full compliance with the Rules and Regulations, and will remain so at all times during the term of this Agreement.

(d) *Breach of Warranties.* In the event of any breach of any of the foregoing warranties, in addition to any other remedies available at law or in equity, E-Commerce Park will have the right immediately, in E-Commerce Park's sole discretion, to suspend any related Internet Data Center Services if deemed reasonably necessary by E-Commerce Park to prevent any harm to E-Commerce Park and its business.

6.2 Warranties and Disclaimers by E-Commerce Park.

(a) *Service Level Warranty.* In the event Customer experiences any of the following and that such inability was caused by E-Commerce Park's failure to provide Internet Data Center Services for reasons within E-Commerce Park's reasonable control and not as a result of any actions or inactions of Customer (including Customer Equipment), E-Commerce Park will, upon Customer's request in accordance with paragraph (ii) below, credit Customer's account as described below:

i) *Inability to Access the Internet (Downtime).* E-Commerce Park guarantees an Internet availability of the Contracted Capacity of 99.989%. (Availability is calculated as: total time – sum of all events of unavailable time as agreed during fault clearance x 100% = Total Time). If Customer is unable to transmit and receive information from E-Commerce Park's Internet Data Center to other portions of the Internet because E-Commerce Park failed to provide the Internet Data Center Services for more than twenty-two (22) minutes per calendar month, E-Commerce Park will credit Customer's account the pro-rata connectivity charges (i.e., all bandwidth related charges) for one (1) day of service, up to an aggregate maximum credit of connectivity charges for seven (7) days of service in any one calendar (1) month. E-Commerce Park's scheduled maintenance of the Internet Data Center and Internet Data Center Services, as described in the Rules and Regulations, shall not be deemed to be a failure of E-Commerce Park to provide Internet Data Center Services.

ii) *Customer Must Request Credit:* To receive any of the credits described in this section 6.2(a), Customer must notify E-Commerce Park within three (3) business days from the time Customer becomes aware that it is eligible to receive a credit, in either case not later than five (5) business days after such event has occurred. Failure to comply with this requirement will forfeit Customer's right to receive a credit.

iii) *Remedies Shall Not Be Cumulative; Maximum Credit:* In the event that Customer is entitled to multiple credits hereunder arising from the same event, such credits shall not be cumulative and Customer shall be entitled to receive only the maximum single credit available for such event. In no event will E-Commerce Park be required to credit Customer in any one (1) calendar month connectivity charges in excess of seven (7) days of service. A credit shall be applied only to the month in which there was the incident that resulted in the credit. Customer shall not be eligible to receive any credits for periods in which Customer received any Internet Data Center Services free of charge.

(iv) *Termination Option for Chronic Problems:* If, in any single calendar month, Customer would be able to receive credits totaling fifteen (15) or more days (but for the limitation in paragraph (iii) above) resulting from three (3) or more events during such calendar month, then, Customer may terminate this Agreement for cause and without penalty by notifying E-Commerce Park within five (5) days following the end of such calendar month. Such termination will be effective thirty- (30) days after receipt of such notice by E-Commerce Park.

THIS WARRANTY DOES NOT APPLY TO ANY INTERNET DATA CENTER SERVICES THAT EXPRESSLY EXCLUDE THIS WARRANTY (AS DESCRIBED IN THE SPECIFICATION SHEETS FOR SUCH PRODUCTS). THIS SECTION 6.2(a) STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE BY E-COMMERCE PARK TO PROVIDE INTERNET DATA CENTER SERVICES.

(b) *No Other Warranty.* EXCEPT FOR THE EXPRESS WARRANTY SET OUT IN SUBSECTION (a) ABOVE, THE INTERNET DATA CENTER SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE INTERNET DATA CENTER SERVICES IS AT ITS OWN RISK. E-COMMERCE PARK DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. E-COMMERCE PARK DOES NOT WARRANT THAT THE INTERNET DATA CENTER SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.

(c) *Disclaimer of Actions Caused by and/or Under the Control of Third Parties.* E-COMMERCE PARK DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM E-COMMERCE PARK'S INTERNET DATA CENTER AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS CAUSED BY THESE THIRD PARTIES CAN PRODUCE SITUATIONS IN WHICH E-COMMERCE PARK'S CUSTOMERS' CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF) MAY BE IMPAIRED OR DISRUPTED. ALTHOUGH E-COMMERCE PARK WILL USE COMMERCIAL REASONABLE EFFORTS TO TAKE ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, E-COMMERCE PARK CANNOT GUARANTEE THAT THEY WILL NOT OCCUR. ACCORDINGLY, E-COMMERCE PARK DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

7. LIMITATIONS OF LIABILITY.

7.1 *Personal Injury.* EACH REPRESENTATIVE AND ANY OTHER PERSONS VISITING THE INTERNET DATA CENTER DOES SO AT ITS OWN RISK AND E-COMMERCE PARK ASSUMES NO LIABILITY WHATSOEVER FOR ANY HARM TO SUCH PERSONS RESULTING FROM ANY CAUSE OTHER THAN E-COMMERCE PARK'S OR ITS EMPLOYEES NEGLIGENCE OR WILLFUL MISCONDUCT RESULTING IN PERSONAL INJURY TO SUCH PERSONS DURING SUCH A VISIT.

7.2 *Damage to Customer Equipment or Business.* E-COMMERCE PARK ASSUMES NO LIABILITY FOR ANY DAMAGE TO, OR LOSS RELATING TO, CUSTOMER'S BUSINESS RESULTING FROM ANY CAUSE OTHER THAN E-COMMERCE PARK'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. CERTAIN CUSTOMER EQUIPMENT, INCLUDING BUT NOT LIMITED TO CUSTOMER EQUIPMENT LOCATED IN SECURED CABINETS, MAY BE DIRECTLY ACCESSIBLE BY OTHER CUSTOMERS. E-COMMERCE PARK ASSUMES NO LIABILITY FOR ANY DAMAGE TO, OR LOSS OF, ANY CUSTOMER EQUIPMENT RESULTING FROM ANY CAUSE OTHER THAN E-COMMERCE PARK'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. TO THE EXTENT E-COMMERCE PARK IS LIABLE FOR ANY DAMAGE TO, OR LOSS OF, THE CUSTOMER EQUIPMENT FOR ANY REASON, SUCH LIABILITY WILL BE LIMITED SOLELY TO THE THEN-CURRENT VALUE OF THE CUSTOMER EQUIPMENT.

7.3 *Exclusions.* EXCEPT AS SPECIFIED IN SECTIONS 7.1 AND 7.2, IN NO EVENT WILL E-COMMERCE PARK BE LIABLE TO CUSTOMER, ANY REPRESENTATIVE, OR ANY THIRD PARTY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT, CUSTOMER EQUIPMENT, CUSTOMER'S BUSINESS OR OTHERWISE, AND ANY LOST REVENUE, LOST PROFITS, REPLACEMENT GOODS, LOSS OF TECHNOLOGY, RIGHTS OR SERVICES, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, LOSS OF DATA, OR INTERRUPTION OR LOSS OF USE OF SERVICE OR OF ANY CUSTOMER EQUIPMENT OR CUSTOMER'S BUSINESS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

7.4 *Maximum Liability.* NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, E-COMMERCE PARK'S MAXIMUM AGGREGATE LIABILITY TO CUSTOMER RELATED TO OR IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO THE TOTAL AMOUNT PAID BY CUSTOMER TO E-COMMERCE PARK HEREUNDER FOR THE PRIOR TWELVE (12) MONTH PERIOD.

7.5 *Basis of the Bargain; Failure of Essential Purpose.* Customer acknowledges that E-Commerce Park has set its prices and entered into this Agreement in reliance upon the limitations of liability and the disclaimers of warranties and damages set forth herein, and that the same form an essential basis of the bargain between the parties. The parties agree that the limitations and exclusions of liability and disclaimers specified in this Agreement will survive and apply even if found to have failed of their essential purpose.

8. INDEMNIFICATION.

8.1 *E-Commerce Park's Indemnification of Customer.* E-Commerce Park will indemnify, defend and hold Customer harmless from and against any and all costs, liabilities, losses, and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "*Losses*") resulting from any claim, suit, action, or proceeding (each, an "*Action*") brought against Customer alleging (i) the infringement of any third party registered copyright or issued patent resulting from the provision of Internet Data Center Services pursuant to this Agreement (but excluding any infringement caused by Customer's Business or Customer Equipment) and (ii) personal injury to Customer's Representatives from E-Commerce Park's gross negligence or willful misconduct.

8.2 *Customer's Indemnification of E-Commerce Park.* Customer will indemnify, defend and hold E-Commerce Park, its affiliates and customers harmless from and against any and all Losses resulting from or arising out of any Action brought by or against E-Commerce Park, its affiliates or customers alleging: (a) with respect to the Customer's Business: (i) infringement or misappropriation of any intellectual property rights; (ii) defamation, libel, slander, obscenity, pornography, or violation of the rights of privacy or publicity; or (iii) spamming, or any other offensive, harassing or illegal conduct or violation of the Rules and Regulations; (b) any damage or destruction to the Customer Area, the Internet Data Center or the equipment of E-Commerce Park or any other customer by Customer or Representative(s) or Customer's designees; or (c) any other damage arising from the Customer Equipment or Customer's Business.

8.3 *Notice.* Each party will provide the other party prompt written notice upon of the existence of any such event of which it becomes aware, and an opportunity to participate in the defense thereof.

9. TERMINATION.

9.1 Termination.

(a) *For Convenience by Customer after first anniversary.* Customer may terminate this Agreement or the Service Order Form (SOF) for convenience at any time effective after the first (1st) anniversary of the Installation Date by providing ninety (90) days prior written notice to E-Commerce Park.

(b) *For Cause.* Either party will have the right to terminate this Agreement if: (i) the other party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of the same, except in the case of failure to pay fees, which must be cured within five (5) days after receipt of written notice from E-Commerce Park; (ii) the other party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors; or (iii) the other party becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within sixty (60) days of filing.

9.2 *No Liability for Termination.* Neither party will be liable to the other for any termination or expiration of this Agreement in accordance with its terms.

9.3 *Effect of Termination.* Upon the effective date of expiration or termination of this Agreement: (a) E-Commerce Park will immediately cease providing the Internet Data Center Services; (b) any and all payment obligations of Customer under this Agreement will become due immediately; (c) within thirty (30) days after such expiration or termination, each party will return all Confidential Information of the other party in its possession at the time of expiration or termination and will not make or retain any copies of such Confidential Information except as required to comply with any applicable legal or accounting record keeping requirement; (d) If the Agreement is terminated by Customer for convenience as described in Section 9.1 (a), E-Commerce Park is entitled to 50% of the remaining value of the Agreement, as per the Service Order Forms and their Rate sheets; and (e) Customer will remove from the Internet Data Center all Customer Equipment and any of its other property within the Internet Data Center within thirty (30) days of such expiration or termination and return the Customer Area to E-Commerce Park in the same condition as it was on the Installation Date, normal wear and tear excepted. If Customer does not remove such property within such thirty-day period, E-Commerce Park will have the option to (i) move any and all such property to secure storage and charge Customer for the cost of such removal and storage, and/or (ii) liquidate the property in any reasonable manner.

9.4 *Survival.* The following provisions will survive any expiration or termination of the Agreement: Sections 5, 7, 8, 9 and 10.

10. MISCELLANEOUS PROVISIONS.

10.1 *Force Majeure.* Except for the obligation to pay money, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including act of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet, provided that the delayed party: (a) gives the other party prompt notice of such cause, and (b) uses its reasonable commercial efforts to correct promptly such failure or delay in performance.

10.2 *No Lease.* This Agreement is a services agreement and is not intended to and will not constitute a lease of any real or personal property. Customer acknowledges and agrees that (i) it has been granted only a license to occupy the Customer Space and use the Internet Data Center and any equipment provided by E-Commerce Park in accordance with this Agreement, (ii) Customer has not been granted any real property interest in the Customer Space or Internet Data Center, and (iii) Customer has no rights as a tenant or otherwise under any real property or landlord/tenant laws, regulations, or ordinances. For good cause, including the exercise of any rights under Section 9.4 above, E-Commerce Park may suspend the right of any Representative or other person to visit the Internet Data Center.

10.3 *Non-Solicitation.* During the period beginning on the Installation Date and ending on the first anniversary of the termination or expiration of this Agreement in accordance with its terms, each party agrees that it will not, and will ensure that its affiliates do not, directly or indirectly, solicit or attempt to solicit for employment any persons employed by the other party during such period.

10.4 *Governing Law; Waiver.* This Agreement is made under and will be governed by and construed in accordance with the laws of Curaçao. The Parties hereby consent to jurisdiction and venue in the courts sitting in Curaçao. In the

event that any provision of this Agreement is held by a tribunal of competent jurisdiction to be contrary to the law, the remaining provisions of this Agreement will remain in full force and effect. The waiver of any breach or default of this Agreement will not constitute a waiver of any subsequent breach or default, and will not act to amend or negate the rights of the waiving party.

10.5 *Assignment; Notices.* Either party may assign this Agreement in whole or part. This Agreement will bind and inure to the benefit of each party's successors and permitted assigns. Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by confirmed facsimile, or mailed by registered or certified mail, return receipt requested, postage prepaid, in each case to the address of the receiving party indicated on the signature page hereof, or at such other address as may hereafter be furnished in writing by either party hereto to the other. Such notice will be deemed to have been given as of the date it is delivered, mailed or sent, whichever is earlier.

10.6 *Relationship of Parties.* E-Commerce Park and Customer are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between E-Commerce Park and Customer. Neither E-Commerce Park nor Customer will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided herein.

10.7 *Entire Agreement; Counterparts.* This Agreement, including all documents incorporated herein by reference, constitutes the complete and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous discussions, negotiations, understandings and agreements, written and oral, regarding such subject matter. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument.

Customer's and E-Commerce Park's authorized representatives have read the foregoing and all documents incorporated therein and agree and accept such terms effective as of the date first above written.

GOLDASORTE SPORTS N.V.

Signature: _____

Print Name: Downtown E-commerce Company / E.V.

Title: Represented by Glenn C. Rellum

Director

E-COMMERCE PARK N.V.

Signature: _____

Print Name: Jeffrey Korving

Title: Technical Director Datacenters