

NOMINEE AGREEMENT

THIS NOMINEE AGREEMENT is made with effect from the 1st Day of May 2025 by and between:

- 1 **Daniel Andrew Mukhaedaliyev**, a US Citizen, holder of the US passport number **681397240**, residing at 55 SW 9th Street Apt. 3905, Miami FL, 33130, USA. (the “Beneficiary”); and
- 2 **Pawel Rafal Krzyspiak**, a citizen of Poland, with passport Nr. EN 0695210 having its registered address at Międzynarodowa 64/66A, Warsaw, Poland (the “Nominee”).

WHEREAS:

- (A) **GMB Entertainment B.V.** is a company incorporated under the laws of Curaçao and having its registered office at Korporaalweg 10, Willemstad, Curaçao (the “Company”);
- (B) Upon request of the Beneficiary, the Nominee has subscribed for 100 shares of EUR 1.00 each, numbered 1 to 100 inclusive (the “Shares”) in the capital of the Company;
- (C) The Beneficiary is the owner of the beneficial (equity) title to the Shares due to the terms and conditions of the Option Agreement;
- (D) The Nominee, in its capacity as nominee shareholder of the Shares, on or about the date hereof, will enter or has entered (as the case may be) into that certain management and principal party agreement (“M&PP Agreement”), made between amongst others the Nominee and the Company.
- (E) The Nominee and the Beneficiary have agreed that the Nominee will hold the Shares for the account, and on behalf, of the Beneficiary in accordance with the terms and conditions as set out herein below.

NOW THEREFOR IT IS HEREBY AGREED as follows:

1. The Nominee will hold the Shares for the account, and on behalf, of the Beneficiary. The Nominee shall deal with the Shares solely in accordance with the instructions of the Beneficiary and shall not transfer or encumber its title to the Shares otherwise than at the directions of the Beneficiary or in accordance with the provisions of this Agreement.
2. The Nominee shall act in connection with the exercise of any and all rights attaching to the Shares, including the voting rights, in accordance with the prior written instructions of the Beneficiary.
3. All rights attaching to the Shares, including any dividend rights, shall be deemed to be for the sole benefit and at the disposal of the Beneficiary. The Nominee shall transfer all revenues and distributions received in connection of its holding of the Shares to such bank accounts as the Beneficiary may specifically direct, subject to the right of the Nominee to withhold any and all amounts due to it by the Beneficiary under this Agreement.
4. In consideration for its acting as the registered holder of the Shares, the Nominee will charge an annual fee of EUR 16,000 (exclusive any disbursements).
5. In connection with the proper performance of its duties, the Nominee may for its account consult with, and obtain advice from, legal counsel in the event of a dispute or question as to the performance of its duties hereunder. The Nominee shall not incur any liability towards, and shall be fully protected and hold harmless by, the Beneficiary, when acting or refraining from acting in good faith or in reliance on the advice or recommendations of such counsel.

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6. During the term of this Agreement and any time thereafter, the Nominee will not disclose any confidential information regarding the Company or the Beneficiary, except where reasonably required for the proper performance of its duties or where required by law.
7. The Beneficiary warrants and represents that he will:
 - (a) comply with the terms and conditions of this Agreement;
 - (b) procure that the Shares are fully paid-up;
 - (c) at all times, pay its debts as and when they fall due, including but not limited to any and all tax liabilities and the fees, disbursements and expenses it owes to the Nominee under this Agreement

In addition to the above, the Beneficiary warrants and represents that (i) he has disclosed to the Nominee all the information relating to the condition (financial or otherwise), the business, affairs, objects and (future) actions or transactions of the Company, material for disclosure to an intending nominee; and (ii) the Company will not be used for or be engaged arms or sex related business or illegal activities as money laundering and tax fraud.

8. The Beneficiary agrees that the Nominee will enter or has entered (as the case may be) into the M&PP Agreement, which terms and conditions are to be or were agreed with the Beneficiary, in its capacity as nominee shareholder of the Shares and therefore for the account and on behalf of the Beneficiary. All obligations and responsibilities of the Nominee arising from the M&PP Agreement shall be borne by the Beneficiary.
9. The Nominee will not be liable for any damages, charges, fines, taxes, costs and expenses sustained, incurred or expended by the Beneficiary as a result of or in connection with any act or omission by the Nominee in its capacity as Nominee for the Beneficiary, including but not limited to any act or omission in connection with the M&PP Agreement, except in the event of gross negligence or willful misconduct by the Nominee or a breach of this Agreement as evidenced by a final judgment rendered by the competent courts in Curaçao. This non-liability includes any damages incurred in connection with errors made by third parties engaged by the Nominee and the use of electronic communication, multimedia or cyber facilities, as well as any other commercially available communication facility.
10. The Beneficiary shall indemnify the Nominee for, and hold it harmless against, any claims by third parties for damages incurred as a result of the performance by the Nominee of its duties under this agreement. The indemnity granted to the Nominee will include without limitation all damages, losses, fines, costs, amounts paid in settlement, expenses and legal fees, attorney, auditors and expert fees the Nominee may at any time incur, regardless whether such performance, acts and omissions were performed by the Nominee following instructions of the Beneficiary.
11. This Agreement will have effect from the date indicated in the heading hereof and will continue unless and until terminated by either the Beneficiary or the Nominee by giving the other party a three months' prior written notice. In case of the termination or expiration of this Agreement, the Nominee shall transfer the legal title in the Shares to the Beneficiary before or on the last day of this agreement being in force. For this purpose the Nominee agrees to execute all the documents and perform all actions required to register such transfer according to the applicable laws.
12. Notwithstanding the above, the Nominee may terminate this Agreement with immediate effect if and when the course of affairs in connection with the Company or the Beneficiary is such that the Nominee reasonably cannot be expected to continue being a Nominee any further, including but not limited to the occurrence of the following events:
 - (a) the non-compliance of the Beneficiary with any of the terms, conditions, warranties and representations of this Agreement;
 - (b) the bankruptcy (*faillissement*), the granting of a moratorium (*surséance van betaling*), the winding-up (*ontbinding*), or any resolutions for the purpose thereof, of the Company

- or the Beneficiary; and
- (c) any material change in the beneficial ownership of the Shares, in the composition of the Board of Managing Directors of the Company or any other change of control in respect of the Company, which has not been endorsed of by the Nominee.

Upon termination of this Agreement, whether for cause, and subject to payment of all of its outstanding invoices, fees, costs and expenses to the date of termination, the Nominee will transfer the Shares to any person designated by the Beneficiary. The Beneficiary hereby irrevocably appoints the Nominee with full right of substitutions to be its attorney and on its behalf and in its name to sign, execute and to perform all such acts required to perfect such transfer of the Shares to the person designated by the Beneficiary.

13. None of the rights created by this Agreement can be assigned by any of the parties hereto without the prior written consent of the other party, except for the right of the Nominee to assign to another party any claims arising under this Agreement.
14. This Agreement shall be governed by and construed in accordance with the laws of Curaçao. For the exclusive benefit of the Nominee, the Beneficiary hereby irrevocably submits to the jurisdiction of the Curaçao Courts in connection with any disputes arising under this Agreement. This submission by the Beneficiary to such jurisdiction will not preclude the Nominee from taking proceedings in any appropriate Court of any other jurisdiction, whether concurrently or not. In case of any dispute with regard to the interpretation to be given to this Agreement, the Nominee may continue to retain the Shares and to continue to administer same until such dispute shall have been settled either by mutual agreement of the parties or by a final judgement of the Court of a competent jurisdiction in Curaçao.

IN WITNESS whereof parties have entered into this Agreement on the date stated at the beginning of this Agreement.

For and on behalf of

The Nominee

Signed by:

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Pawel Rafal Krzyspiak

The Beneficiary


Daniel Andrew Mukhaedaliyev