

PRINCIPAL PARTY AGREEMENT (TKMBB8JD)

Operator, Principal and Corporate Service Provider

(hereinafter: the “**IP Agreement**”), as part of a facility services package (hereinafter: the “**Facility Services**”) to provide off-shore Gaming Services and wagering through the internet under executive responsibility of the Operator;

(d) The Operator is required to retain resident Director in Curaçao (hereinafter: the “**Director A**”) as part of a corporate services package with a Corporate Service Provider (hereinafter: the “**Corporate Service Provider**” which package includes however is not limited to: domiciliation, corporate administration and local representation (hereinafter: the: “**Non-Executive Services**”);

(e) The Operator is required to retain executive services (hereinafter: the “**Executive Services**”) with one or more professional third parties such as however not limited to a software provider (hereinafter: the “**Software Provider**”) and a payment service provider (hereinafter: the “**Payment Service Provider**”) in order to properly offer Gaming Services to End Users via its registered websites (hereinafter: the “**Websites**”);

(f) The Operator is required to retain third party services on matters of financial and legal compliance, such as however not limited to legal, financial and, or accounting services with one or more professional resident and, or non-resident third parties (hereinafter: the “**Legal Services**”);

(g) Parties wish to convert their existing temporary arrangements into the Agreement and have declared to do so uninfluenced and in full accordance with their own will;

NOW THEREFORE, the Parties agree to the Agreement and that the implementation of the Agreement shall be governed by the terms and conditions set out herein:

Article 1 - Board of Directors

1.1. The Corporate Service Provider shall in its capacity of Director A (or: “**Non-Executive Directors**”) at best effort manage the local legal requirements of the Operator, in accordance with article 2:8, subsection 2 of the Curaçao Civil Code as well as in accordance with any defined limitations in the articles of association, deriving from case law or otherwise.

1.2. In order to properly and timely meet executive requirements on behalf of the Operator, the Principal shall nominate an executive director (hereinafter: the “**Executive Director**”) as member of the board of directors of the Operator who, skillwise, shall meet the requirements as described in the requirements schedule (hereinafter: the “**Requirements Schedule**” or: “**Schedule 1**” and: the “**Requirements**”) and will also be responsible for the implementation and maintenance of these requirements.

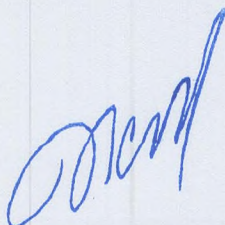
1.3. The Operator shall at all times be represented in and out of court by the Non-Executive Director(s) and the Executive Director acting jointly, on the penalty of invalid representation, with the exception of the authority as described in article 1.5. and 1.6 hereinafter.

1.4. In the event of joint representation, the Executive Director shall in the event of the signing documentation, sign first. The Non-Executive Director shall complete the undersigning process.

1.5. The Non-Executive Directors has the authority to represent the company separately vis a

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Volodymyr Zhukovskyi



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vis the local authorities including, but not limited to, the Directorate of Taxes, the Central Bank of Curaçao and Sint Maarten, the Department of Economic Affairs, the Chamber of Commerce and utility companies, also in the event of a conflict of interest between the Company and one or more Directors, either in a private capacity or qualitate qua.

1.6. The Non-Executive Directors shall provide the registered office of the Operator and shall keep the corporate records, including but not limited to the shareholders register of the Operator, in accordance with article 2:8, subsection 2 of the Curaçao Civil Code In order to properly execute these responsibilities, Director A is authorized to avail himself of services of third parties.

1.7. The Non-Executive Directors shall keep a register of all present and past agreements between the Operator, third parties as well as the "Know Your Customer" ("KYC") documentation regarding existing, past or nominated UBO's, members of the board of directors, officers and employees as well as any complaints of End Users (hereinafter: the "**AML Compliance Register**" or: "**Register**" or "**Schedule 2**") in accordance with the template as included in Schedule 2.

1.8. The Executive Director is responsible for preparing and maintaining an up to date copy an of the AML Compliance Manual that is approved by the board of directors and which should be attached to the Register at all times.

1.9. The Non-Executive Directors shall implement the requirements and mandates as described in this article at the time of formation or in the event of an existing entity, within two months in corporate records by notarial deed amending the articles of the Operator to reflect these requirements and mandates as much as possible.

Article 2 – Principal

2.1. The Principal declares to have obtained a sufficient level of knowledge and experience to allow the Operator to properly and in accordance with good industry practices ("**Good Industry Practice**") offer gaming services ("**Gaming Services**") to its end users ("**End Users**") via its websites ("**Websites**");

2.2. The Principal shall arrange for measures that allow for the proper escalation, reporting and registration of complaints of End Users.

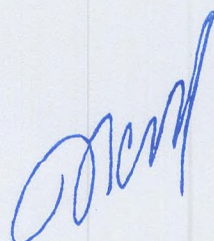
2.3. The Principal declares to be fully acquainted with all agreements that exist between the Operator and third parties and contents thereof between themselves and confirm their full and personal commitment to comply and/or enable the Operator to comply with all obligations as derived from these agreements;

2.4. The Principal is obliged to timely provide to the Non-Executive Directors, all information required for the Operator to be in proper compliance with the local authorities in Curaçao, such as however not limited to financial reports, bank statements and obligations to third parties, according to the details as included in the Requirements Schedule.

2.5. The Principal commits to implement and, or enable the Executive Directors to implement the legal and technical requirements as included in the Requirements Schedule.

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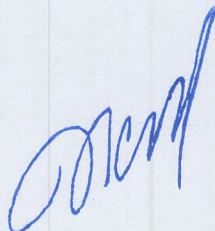
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Article 3 - Miscellaneous

- 3.1. The Agreement (including any agreements resulting here from) represents the entire understanding and agreement between the Parties in connection with the subject matter hereof and supersedes all prior agreements in respect of the subject matter hereof.
- 3.2. No failure of any Party to take any action shall be considered to constitute a waiver.
- 3.3. The Agreement shall replace any prior versions.
- 3.4. The Agreement may not be amended, supplemented or changed, nor may any provision of the Agreement be waived except by a written instrument making specific reference to the Agreement signed by the Party against whom enforcement of any of such amendment, supplement, change or waiver is sought.
- 3.5. The Parties commit to the conditions as set out in the attached fee schedule (hereinafter: the "**Fee Schedule**" or "**Schedule 3**")
- 3.6. The Parties commit to the general terms and conditions, attached as Schedule 1 (hereinafter: the "**General Terms and Conditions**" or "**Schedule 4**") to the Agreement.
- 3.7. The Schedules to the Agreement form an integral part of the Agreement. Any reference to the Agreement includes reference to the said Schedules.

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Volodymyr Zhukovskyi

A handwritten signature in blue ink, appearing to be 'Volodymyr Zhukovskyi', is written over the printed name.

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IN WITNESS WHEREOF, the Agreement is signed and executed by the authorized representatives of the Parties as of the date that all Parties shall have signed.

The Agreement was executed in counterparts,

(I) **OPERATOR:**

Date: May 23rd, 2023

By: **Volodymyr Zhukovskyi**
Lotostorm B.V.

Date: May 23rd, 2023

Executive Director

By: **Volodymyr Zhukovskyi**

(II) **PRINCIPAL:**

Date: May 23rd, 2023

Volodymyr Zhukovskyi

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Volodymyr Zhukovskyi

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(III) CORPORATE SERVICE PROVIDER:

Date: May 23rd, 2023

Dempel Director B.V.,
By: Rudsel J. Lucas

Waaigat Directors B.V.,
By: Rudsel J. Lucas

[ATTACHED: 4 SCHEDULES]
OVERVIEW OF SCHEDULES

SCHEDULE 1	Requirements Schedule
SCHEDULE 2	AML Compliance Register
SCHEDULE 3	Fee Schedule
SCHEDULE 4	General Terms and Conditions

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Volodymyr Zhukovskiy