

Source of Funds Documents Description

Document 1:

Agency agreement between Company and its new UBO for company's representation, business development, and provision of other services.

Document 2:

Software development agreement between the Company and Kaliten Limited, that was facilitated by UBO within the scope of agency agreement (Document 1), for development of software to be further used and distributed by the company.

Document 3:

Software license agreement between the Company and Rillius Holding Limited that was facilitated by UBO within the scope of agency agreement (Document 1), for licensing of software developed under the software development agreement (Document 2).

Document 4:

Pay slips for the payment made under software license agreement (Document 3), confirming payments received by the Company totaling to EUR 1,185,000.



The document is a true copy of the original document and has been seen and verified by the certifier.

Date:

18/2/25

AGENCY AGREEMENT

PERIKLIS STEFANOU
Certifying Officer
Address: Thivon 6, Omonoia,
Limassol 3052, Cyprus
Tel. No. +357 99412080

Parties:

BEASTONE N.V., a company incorporated under the laws of Curaçao, company registration number 160218, registered office at Schout Bij Nacht Doormanweg 40, Curacao ("**Principal**"), and

Mr. EVGENIOS SYEMAKA, a citizen of the Republic of Cyprus with Passport No L00220015, residing at 2 Iras Str, Amathusa Coastal Heights Block E, apt. 205, Limassol, Cyprus ("**Agent**").

Background:

Whereas, the Principal is involved in various commercial activities;

Whereas, the Agent is able and is willing to seek potential partners, introduce them to the Principal, facilitate the execution of a commercial transaction and provide other agency services as requested.

Whereas, the Principal now wishes to appoint the Agent to act on its behalf to execute various commercial deals as requested by the Principal.

NOW THEREFORE, the Parties agreed as follows:

Agreed Commercial Terms:

1. Appointment:	The Principal hereby designates and appoints the Agent as its authorized representative for the purpose of identifying, negotiating, and facilitating the execution of commercial transactions on behalf of the Principal. The Agent shall act in accordance with the Principal's directives and within the scope of authority granted under this Agreement. Furthermore, the Agent may, at its discretion, propose business opportunities to the Principal, which, upon obtaining explicit approval from the Principal, the Agent shall be authorized to pursue and finalize. The Agent acknowledges and accepts this appointment and agrees to perform its duties in compliance with all applicable laws and regulations.
2. Agency Services/Services:	The Agent shall promote, suggest, identify, negotiate, facilitate and execute commercial transactions, deals, arrangements, agreements or any other commercial opportunities related to the Principal's commercial needs. The specific scope and nature of each Service shall be agreed separately between the Parties and shall be subject to its own terms. The general scope and nature of the Services shall be subject to the Principal's discretion and may be updated from time to time. The Agent shall not make any representations, warranties, or commitments regarding the Services beyond what is expressly authorized in writing by the Principal.
3. Introduction:	As part of the Agency Services, the Agent shall introduce, represent, contact, or otherwise present potential business opportunities to the Principal by submitting at least the following details: - Detailed description of the potential transaction. - Details of the involved party (including legal name, trade name, jurisdiction, office address, company number). - Proof of the involved party's intention to negotiate with the Principal. - Description of the involved party's position regarding the proposed transactions. The above information shall be submitted by the Agent via email correspondence.
4. Commission:	<u>Calculation:</u> The Agent, subject to proper performance of its obligations under the Agreement, shall be entitled for the following consideration: 1% of the fees paid under each deal, formed as the direct result of the Agent's Introduction.

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	<u>Payment:</u> Accrued Commission shall be payable at the end of a calendar quarter in the respective fees are received by the Principal.
5. Term:	The Agreement is entered into for an indefinite time period (the " Term "). Either party may terminate this Agreement at any time by providing thirty (30) days' written notice.
6. GTC:	Appendix 1 (General Terms and Conditions) attached to this Agency Agreement shall constitute an integral part of the Agreement.

IN WITNESS WHEREOF, the Parties have signed the Agreement on the date set out below:

Signed by and on behalf of

BEASTONE N.V.



Name: eMagnus Curacao B.V.

Position: Director

Date: 01.01.2023

Signed by and on behalf of

Mr. EVGENIOS SYEMAKA



Date: 01.01.2023




APPENDIX 1
to the Agency Agreement dated 01.01.2023
between Beastone N.V. and Mr. Evgenios Syemaka

GENERAL TERMS AND CONDITIONS:

1. INCORPORATION AND PRIORITY:

This Appendix 1 (GTC) is attached to the ACT and constitutes the integral part of the Agreement. In case of any contradiction between the ACT and GTC, the provision of the ACT shall prevail, however, if the provisions of ACT and GTC differ but are not mutually exclusive, such provisions shall apply cumulatively.

2. DEFINITIONS AND INTERPRETATION:

2.1 In the Agreement, the following words and phrases shall have the following meanings:

"ACT" means the Agency Agreement main contractual document to which this Appendix 1 (GTC) is attached;

"Affiliate" means any person controlling, being controlled by, or being under the common control with the Principal, as well as its UBOs, shareholders, directors, officers, employees and authorized representatives;

"Agency Services/Services" means the services described in the "Agency Services/Services" Clause of the Key "Agreed Commercial Terms" Section of the ACT;

"Agent" means a person indicated as the "Agent" in the "Parties" Section of the ACT;

"Agent Parties" has the meaning given in the Clause 9.2;

"Agreement" means this Agency Agreement that comprises of the ACT and GTC, and including any and all schedules, amendments, addendums and other attachments and additions hereto for the time being, all of which shall constitute integral parts of the Agreement;

"Applicable Law" means all applicable laws, statutes, regulations, government policies, enactments or instruments which may from time to time be in force in the in relation to Principal and/or Agent;

"Appointment" means the appointment of the Agent to perform the duties specified in the "Appointment" Clause of the "Agreed Commercial Terms" Section of the ACT;

"Business Day" means any day except a Saturday, a Sunday and bank or public holiday in either Party's jurisdiction;

"Commercial Agreement" means an agreement resulting from the provision or performance of the Services, that is executed between the Principal and a Business Partner as a direct result of an Introduction by the Agent and a following negotiation by the Principal;

"Claiming Party" has the meaning given in the Clause 12.1;

"Business Partner/Partner" means any individual, partnership, buyer, seller, company, organization or any other third party that the Agent introduces to the Principal or with whom the Agent seeks to establish a commercial relationship on behalf of the Principal. This may include transactions where the Principal is either the provider or the recipient of a commercial deal.;

"Commencement Date" means a date of the execution of the Agreement by the latest signatory as indicated in the signature section of the ACT;

"Commission" means the consideration for the Agency Services to be calculated and payable as specified in the "Commission" Clause of the "Agreed Commercial Terms" Section of the ACT;

"Confidential Information" means all information in any form whatsoever disclosed (whether directly or indirectly) (1) by or on behalf of the Principal and/or its Affiliates to the Agent; and (2) by or on behalf of the Agent to the Principal

and/or Affiliates of either of them; each and both (1) and (2) – pursuant to or in connection with the Agreement, including (without limitation): (a) the contents of and negotiations in relation to the Agreement; (b) the identity and business, financial and/or technical affairs, business contacts, any Commercial Agreement including customers, agents, distributors and licensees; (c) any information that is obtained or received as a result of discussions leading up to the signature of the Agreement or subsequent performance of the Agreement; (d) any information obtained or observed as result of any site visit; and (e) all financial information;

"Exclusivity" has the meaning given in the Clause 4.5;

"Force Majeure Event" means any cause preventing a Party from performing any or all of its obligations under the Agreement which arises from or is attributable to acts, events, omissions, incidents or accidents beyond the reasonable control of that Party (including, but not limited to, system failure, pandemic and acts of governmental or regulatory authority beyond the reasonable control of that Party), except that: (a) a default or misconduct by any third party employed or engaged as an agent or independent contractor by the Party claiming a Force Majeure Event shall not constitute a Force Majeure Event unless caused by events or circumstances which are themselves beyond the reasonable control of that third party; (b) mere shortage of materials, equipment or supplies shall not constitute a Force Majeure Event unless caused by events or circumstances which are themselves beyond the reasonable control of that Party; and (c) a lack of funds, shall not constitute a Force Majeure Event;

"GTC" means this Appendix 1 (General Terms and Conditions) attached to the ACT and constituting integral part of the Agreement;

"Intellectual Property Rights" means any and all copyrights, designs, trademarks, trade names, insignia, service marks, patents, publicity rights, domain names, trade secrets and all other legal and beneficial intellectual and industrial property rights (whether registered or not), no matter what such rights may be known as in any particular country;

"Introduction" means an act described in the "Introduction" Clause of the "Agreed Commercial Terms" Section of the ACT (and **"to Introduce"** shall be construed accordingly);

"Term" has the meaning given in the "Term" Clause of the "Agreed Commercial Terms" Section of the ACT;

"Notice" has the meaning given in the Clause 13.1;

"Parties" means the Principal and the Agent;

"Party" means the Principal OR the Agent, as the context requires;

"Potential Partner Notice" has the meaning given in the Clause 4.5;

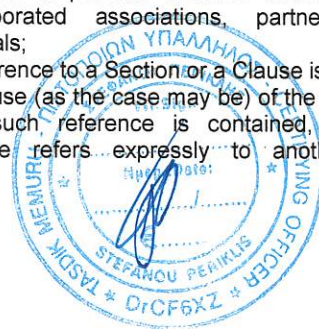
"Principal" means a person indicated as the "Principal" in the "Parties" Section of the ACT;

"Principal Parties" has the meaning given in the Clause 9.1;

"Prior Potential Partners" has the meaning given in the Clause 4.5;

In the Agreement (save where the context requires otherwise):

- a) references to the singular number includes the plural, and vice versa;
- b) references to persons includes bodies corporate, unincorporated associations, partnerships and individuals;
- c) any reference to a Section or a Clause is to a section or a clause (as the case may be) of the document in which such reference is contained, unless the reference refers expressly to another specific



- d) document;
- e) the headings contained in the Agreement are for the purposes of convenience only and do not form part of and shall not affect the construction of the Agreement;
- f) references to any statutory provisions shall be deemed to include any amendment, replacement or re-enactment from time to time in force; and
- g) any phrase introduced by the term "including", "include", "in particular", "for example" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

3. COMMENCEMENT AND DURATION

The Agreement shall commence on the Commencement Date and, unless terminated earlier in accordance with its terms, shall continue in full force and effect for an indefinite time period.

4. AGENCY SERVICES PROVISION

Appointment

- 4.1 Upon the Appointment the Agent shall commence provision of the Agency Services according to the provisions of the Agreement.

Terms and conditions of Agency Services provision

- 4.2 The Agent acknowledges that it shall at all times act as an independent contractor at its own risk, undertakes and agrees at all times during the Term to perform all of the following:
 - a) to represent the Principal in good faith, with due diligence and in the best interests of the Principal;
 - b) to act towards the Principal conscientiously and in good faith and not to allow Agent's interests to conflict with the duties that it owes to the Principal under the Agreement and any Applicable Laws;
 - c) not to act, except as expressly authorized by the Principal, in a way which might incur any liabilities on behalf of Principal or to pledge the credit of Principal;
 - d) to comply with all reasonable and lawful guidelines of Principal from time to time concerning the representation and the provision of the Services;
 - e) to use its best endeavors, based on its special skills and knowledge, to introduce to the Principal potential Business Partners that are capable to efficiently enter into transactions;
 - f) to give careful consideration to the financial viability and business capabilities of potential Business Partners it introduces to the Principal;
 - g) to do nothing which could be prejudicial to Principal's goodwill or commercial interests;
 - h) to maintain at its own expense appropriate facilities and systems as may be necessary for the efficient performance of its duties under the Agreement;
 - i) to keep the Principal fully informed of its activities concerning the Services;
 - j) to act in accordance with sound commercial principles in its relations with potential Business Partner, while upholding the Principal's reputation and the general reputation of the Services it provides within the business community;
 - k) to ensure, both before commencing any discussions or negotiations with a potential Business Partner and before introducing such a Business Partner to the Principal, that the offered Services, are not prohibited in the relevant territory where the Services are to be provided;
 - l) suggest to the Principal any commercial transactions,

arrangements, agreements or deals that the Agent is aware of or that come to the Agent's attention, and that the Agent considers beneficial and favorable for the Principal. In such cases, the Agent shall present the potential commercial transaction, arrangement, agreement or deal to the Principal, who shall decide whether to proceed. If the Principal approves, the Agent shall proceed with its execution.

With respect to potential Commercial Agreement, the Agent:

- a) shall only introduce potential Business Partners that are capable and willing to enter into a Commercial Agreement with the Principal;
- b) understands and agrees to expressly communicate to potential Business Partner that Principal has the sole and complete discretion to accept or reject proposed deal terms;
- c) shall ensure that any potential Business Partner is expressly advised that by offering the Services and proceeding to any kind of commercial transaction, without a fully executed Commercial Agreement is entirely at the potential Business Partner's risk and cost;
- d) acknowledges that no Commercial Agreement shall become effective or binding on the Principal until and unless executed by the Principal;
- e) shall indemnify the Principal against any liabilities incurred by the Principal as a result of the Agent breaching any Applicable Law.

Other agents and Exclusivity

The Agent understands and acknowledges that the Principal is free to involve other agents for the same or similar Services, as well as the Principal may by itself seek for potential Business Partners. For this purpose, in order to avoid any possible conflicts, the Parties agreed as follows:

- 1) the Agent shall, within five (5) Business Days following initially contacting any potential Business Partner, notify the Principal on the same and provide details of such a potential Partner to the Principal ("**Potential Partner Notice**");
- 2) the Principal shall within five (5) Business Days following the receipt of a Potential Partner Notice review its list of potential Partners having already been contacted by the Principal or by their other agents ("**Prior Potential Partner**"), and notify the Agent whether or not such potential Partner is a Prior Potential Partner;
- 3) if a potential Partner is not a Prior Potential Partner, the Agent shall be entitled to exclusively communicate with such potential Partner ("**Exclusivity**") within two (2) months following Principal's feedback regarding such potential Partner (which period may be extended by the Principal at its sole discretion by giving respective written notice to the Agent); if, upon the expiry of the said Exclusivity period, the Agent has not introduced such a potential Partner to the Principal, the Exclusivity shall expire and the Principal shall be free to directly or through other agents communicate with such potential Partner;
- 4) if a potential Partner is a Prior Potential Partner, the Agent shall, immediately following the receipt of the respective feedback from the Principal, cease any further communication with such a potential Partner and transfer any such communication to the Principal, unless the Principal instructs otherwise;
- 5) the Principal undertakes to apply the conditions

described in this Clause 4.5 to all other agents involved into the provision of the same Services.

- 4.5 Agent shall not make any commitment binding on Principal or hold itself out as having the right to do so. Principal shall have the right to reject any proposed Commercial Agreement which, in its sole opinion and discretion, is not in its best interests. The Principal shall have the absolute right in its sole discretion to accept or reject any Introduction by Agent.
- 4.6 Agent shall ensure that in providing the Agency Services to the Principal, the Agent:
- a) does not take any action or do anything that may, directly or indirectly, conflict with its representation of the Principal and/or the provision of the Services;
 - b) does not solicit any potential deals or agreements where Agent, is having financial or other relationship or interest in any of the foregoing without full advance disclosure of such relationship/interest to Principal in writing and only proceed with Principal's prior written approval (to be given or withheld at its discretion);
 - c) does not imply in any way, through acts or omissions, any approval for anything requiring Principal's approval without the prior written approval from Principal; and
- 4.7 All rights and authorities not expressly granted to the Agent under the Agreement are retained by the Principal.

Introduction qualification

- 4.8 The Agent shall undertake best commercially practicable efforts to ensure the Introduction of potential Business Partner to the Principal. The Parties expressly agreed that unless otherwise approved by the Principal in written, the Introduction shall be deemed to take place solely in the event it actually takes place within respective Exclusivity period.
- 4.9 Should any discussion with any potential Business Partner, introduced by the Agent is ceased for any reason for more than six (6) months, further entering into any agreements with such Partner shall not be deemed resulting from the Introduction, provided that any negotiations with such a Partner have been renewed after the expiry of above mentioned six-month period.

5. COMMISSION

- 5.1 Subject to Agent's compliance with its obligations and undertakings in the Agreement and in full consideration for the performance of all the Agency Services, the Principal shall pay Agent the Commission.
- 5.2 The Agent shall be entitled for the Commission in connection with all Business Partner Introduced within the Term, even if respective Commercial Agreement is actually executed after the termination or expiry of this Agreement. However, for the avoidance of doubt, the Agent shall not be entitled to any Commission or other consideration whatsoever arising from:
- a) any deals (or their parts) outside the scope of Services;
 - b) any deals with Business Partner introduced by the Agent outside the Term.
- 5.3 Principal shall not reimburse any expenses incurred by Agent in connection with the Agreement.
- 5.4 All sums payable by the Principal to the Agent under the Agreement shall be paid in Euro by wire transfer to such bank account as notified by the Agent to the Principal in writing from time to time. In case any commission calculation base is generated in any currency other than Euro, the calculation of respective Commission shall be conducted at the exchange rate provided by Oanda as of the last day of the respective reporting period.
- 5.5 In the event that the Principal is required by law to withhold

any tax from the sums due to the Agent hereunder, the Principal shall be permitted to do so and the Agent undertakes to consider the amount of Commission decreased due to such withholding as a proper amount, provided that the Principal will provide the Agent reliable proofs of such withholding and payment of the same to the respective budget, tax authority or otherwise as required under the Applicable Laws. The Parties shall cooperate in order to decrease the rates of such withholding taxes (if any) to the lowest possible rate.

Each Party shall solely bear its bank costs.

WARRANTIES AND OBLIGATIONS

Each Party warrants and undertakes to the other Party that as at the date of the Agreement it has, and shall retain throughout the Term, full right, title and authority to enter into the Agreement and accept and perform the obligations imposed on it hereunder.

The Agent warrants and undertakes that:

- a) it shall comply with all Applicable Laws in relation to the performance of its obligations under the Agreement;
- b) it shall co-operate, liaise and consult with the Principal in good faith during the Term;
- c) it will not challenge the Principal's rights with regard to the Services the Agent provides, Principal's Intellectual Property Rights or any other Principal's assets either tangible or intangible, or in any way try to acquire rights in and to the same in any way, including, without limitation, registrations, declaration of ownership etc., in any jurisdiction.

The Principal warrants and undertakes that:

- a) it shall comply with all Applicable Laws in relation to the performance of its obligations under the Agreement;
- b) the provision of the Services by the Agent in accordance with the terms of the Agreement shall not infringe the rights, including the Intellectual Property Rights, of any third party.

TERMINATION

Right of termination

Principal may give notice in writing to the Agent terminating the Agreement with immediate effect and/or varying any and/or all of the terms contained herein if:

- a) Agent commits any serious breach of any of the terms of the Agreement and that breach (if capable of remedy) is not remedied within ten (10) Business Days of notice being given by the Principal requiring it to be remedied; or
- b) an event occurs, or proceeding is taken, in any jurisdiction to which the Agent is subject that results in the Agent being declared insolvent, bankrupt, or unable to meet its financial obligations. This may include the appointment of a trustee, receiver or similar individual to manage the Agent affairs or assets, or any other similar procedure in accordance with the laws and regulations of a jurisdiction that the Agent may be subject to; or
- c) Agent ceases, or threatens to cease, to carry on the Services; or
- d) Agent purports to assign its rights or obligations under the Agreement; or
- e) Agent fails to comply with any provision of any other agreement with Principal.

Either Party may terminate the Agreement if required to do so pursuant to Applicable Law, such termination to take effect from the latest date permitted under such Applicable Law, provided that:

- a) prior to serving any notice of termination pursuant to this Clause 7.2, the Parties shall (if reasonably practicable) discuss in good faith any amendments



that could be made to the terms of the Agreement in order:

- i) for the terms of the Agreement to thereafter comply with the requirements of Applicable Law; and
 - ii) to prevent the need for the Agreement to be terminated pursuant to this Clause 7.2; and
- b) without prejudice to Clause 7.2(a), each Party shall give the other at least three months prior written notice of any termination pursuant to this Clause 7.2 (or, if less, as much notice as is reasonably possible in advance of the termination).

7.3 Principal shall have the right and complete discretion to exercise an early termination option subject only to giving Agent no less than one (1) month prior written notice.

7.4 Agent undertakes and accepts that it shall continue to fully service Principal after any notice of termination or expiration until the date of termination or expiration in accordance with the Agreement.

Effects of expiration or termination

7.5 Termination or expiration of the Agreement, howsoever caused, shall be without prejudice to any rights or liabilities accrued at the date of termination or expiration.

7.6 Upon expiration or termination of the Agreement for any reason:

- 1) Agent shall cease providing Agency Services, Introducing potential Business Partners, communicating with any other potential partner on behalf of Principal, unless otherwise agreed with the Principal;
- 2) Agent shall immediately cease describing itself as an agent of the Principal and cease using all trademarks, trade names and brand names of the Principal;
- 3) Agent shall have no right or interest in any payment which becomes due after termination of the Agreement for reason of breach or default of Agent, and Agent's right to any Commission shall cease day and date with termination subject only to those payments that are otherwise expressly provided for herein;
- 4) Agent shall execute and deliver any assignments or other documents which Principal may request, and Agent hereby appoints Principal as its lawful attorney-in-fact to execute and deliver such documents if Agent fails or refuses to execute or deliver;
- 5) Agent shall within ten (10) Business Days return to the Principal all samples and any advertising, promotional or sales material relating to the Services then in the possession of the Agent, or otherwise dispose of the same as the Principal may instruct.

7.7 Subject as herein provided and to any rights or obligations accrued prior to termination, neither party shall have any further obligation to the other under the Agreement.

8. INTELLECTUAL PROPERTY

8.1 Agent shall not at any time acquire any right, title or interest of any nature whatsoever in any copyright, trademark or other intellectual properties owned or controlled by Principal by virtue of the Agreement or of Agent's uses thereof.

8.2 The Parties hereto agree that all ownership, copyrights, trademarks and other intellectual property produced in connection with the Agreement, including without limitation, any translations, databases, reporting materials, shall be owned, as between the Parties, by Principal and where appropriate, shall either vest automatically in Principal or be work made-for-hire for Principal and Agent shall provide in its agreement with each writer that

copyright and all rights, title and interest in the said translation shall on creation thereof, become Principal's sole and absolute property, or alternatively, where required under the Applicable Law. Agent shall ensure a written assignment or other appropriate documentation as shall be necessary to ensure Principal's sole and absolute ownership.

The Agent shall not (and shall not allow or direct its Affiliates or any third parties to) register in its own name or in the name of any third party any Intellectual Property Rights of the Principal or the rights to any substantially similar assets (e.g. confusingly similar trademarks) or otherwise try to acquire any interest in the Intellectual Property Rights of the Principal. In case of any such registration of otherwise acquiring, the Agent shall immediately, upon the Principal's request, assign (or ensure any third party to assign) any such rights to the Principal and the Agent hereby irrevocably appoints the Principal to apply for such assignment on behalf of the Agent or respective third parties.

INDEMNITIES

The Agent shall fully and effectively indemnify and keep indemnified the Principal and Affiliates, and all employees, agents, directors and sub-contractors of them (together, the "**Principal Parties**") on demand, from and against any and all losses, damages, liabilities, penalties, suits, judgments and expenses (including reasonable legal expenses) suffered or incurred by the Principal Parties or any of them as a result of or arising out of any breach of the Agreement, including any warranty or representation hereunder.

The Principal shall fully and effectively indemnify and keep indemnified the Agent, and all of its employees, agents, and sub-contractors (together, the "**Agent Parties**") on demand, from and against any and all losses, damages, liabilities, penalties, suits, judgments and expenses (including reasonable legal expenses) suffered or incurred by the Agent Parties or any of them as a result of or arising out of any breach of the Agreement, including any warranty or representation hereunder.

The provisions of this Section 9 shall remain in full force and effect notwithstanding the expiry or earlier termination of the Agreement.

LIMITATION OF LIABILITY

Neither Party excludes or limits its liability under the Agreement for:

- a) death or personal injury caused by its negligence;
- b) fraud or fraudulent misrepresentation; or
- c) any type of liability which cannot be excluded or limited by law.

Subject to Clauses 10.1 and 10.3, neither Party shall be liable to the other under the Agreement whether in contract, tort (or delict) or otherwise (including any liability for any negligent act or omission) for:

- a) any loss of profits, revenue, business, contracts or goodwill (whether direct or indirect); or
- b) any consequential, special or indirect loss or damage, howsoever arising out of or in connection with the Agreement and even if a Party has been advised of the possibility of such loss or damage occurring.

Subject to Clause 10.1, the maximum liability of each Party in respect of the Agreement, whether such liability arises in contract, tort (including negligence), delict or otherwise, shall not in aggregate exceed a sum equivalent to the amount of the Commission payable by the Principal to the Agent hereunder.

The provisions of this Section 10 shall continue to apply notwithstanding the expiry or termination of the

Agreement.

11. CONFIDENTIALITY

- 11.1 Each Party warrants and undertakes to the other:
- to keep all Confidential Information confidential;
 - not to disclose any Confidential Information to any other person without the other Party's prior written consent, save in respect of those of its Affiliates, agents and professional advisers with on a need to know the basis; and
 - to use the Confidential Information solely in connection with the Agreement and not for its own benefit or the benefit of any third party.
- 11.2 The provisions of this Section 11 shall not apply to any Confidential Information that can be shown by the relevant Party to be:
- disclosed as a requirement of law or any regulatory body to whose rule the receiving Party is subject, provided that (to the extent it is legally permitted to do so) the Party making such disclosure supplies a copy of the required disclosure to the other Party before it is disclosed and incorporates any amendments or additions reasonably requested by the other Party;
 - known to the relevant Party prior to the date of the Agreement otherwise than as a result of being obtained directly or indirectly from the other Party;
 - obtained from a third party who lawfully possessed such Confidential Information and which has not been obtained in a breach of a duty of confidence owed to the other Party; or
 - in the public domain other than as a result of a breach of a duty of confidence owed to the other Party.
- 11.3 Each Party further warrants and undertakes to the other to ensure compliance by its directors, employees, agents and professional advisers and the directors, employees and agents of its Affiliates with the provisions of this Section 11.
- 11.4 Neither Party may make or release any statement or announcement to the press or other media or make any other public announcement regarding the conclusion of, terms of or performance of the Agreement; or save as expressly permitted otherwise, make use of or reference to the name of the other Party for any announcement, advertisement, marketing or publicity, unless the same has been approved by the other Party in advance, including in respect of the date, format and content of the same.
- 11.5 The provisions of this Section 11 shall continue to apply notwithstanding the expiry or termination of the Agreement.

12. FORCE MAJEURE

- 12.1 If either Party is prevented or delayed in the performance of any of its obligations under the Agreement by a Force Majeure Event, that Party ("**Claiming Party**") shall, as soon as reasonably possible, serve notice in writing on the other Party specifying the nature and extent of the circumstances giving rise to the Force Majeure Event and shall, subject to service of such notice, have no liability in respect of any delay in performance or any non-performance of its obligations to the extent that the delay or non-performance is due to the Force Majeure Event, provided that:
- the Claiming Party could not have avoided the effect of the Force Majeure Event by taking precautions which, having regard to all matters known to it before the occurrence of the Force Majeure Event and all relevant factors, it ought reasonably to have taken; and
 - the Claiming Party has used reasonable endeavors to mitigate the effect of the Force Majeure Event and to carry on its obligations under the Agreement in any other way that is reasonably practicable.

- 12.2 If the Claiming Party is prevented from performance of all or substantially all of its obligations by a Force Majeure Event for a continuous or aggregate period of more than three (3) months in total, the other Party may terminate the Agreement with immediate effect and (subject to Clause 12.1) without liability, on service of written notice upon the Claiming Party.

- 12.3 Subject to Clause 12.2, the Claiming Party shall promptly notify the other Party in writing of the cessation of the Force Majeure Event and shall resume performance of its obligations under the Agreement.

13. NOTICES

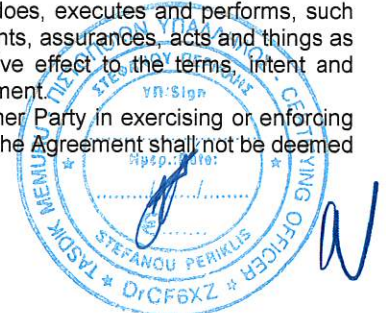
- 13.1 Subject to the Clause 13.2, any notice required or authorized to be given hereunder ("**Notice**") shall be served by email to the email addresses specified in the "Contacts" Clause of the "Agreed Commercial Terms" Section of the ACT (or such other email addresses as may from time to time be notified by Notice to the other Party), and shall be deemed delivered upon leaving the sending Party's server.
- 13.2 Any Notice for service of any claim form, notice, order, judgment or other document relating to or in connection with any proceedings, suit or action arising out of or in connection with the Agreement shall be served at the address set out at the beginning of the Agreement (or such other postal address as may from time to time be notified by Notice to the other Party) and:
- delivered by hand, and in such circumstances shall be deemed to have been received upon delivery; or
 - sent by courier, and in such circumstances (and in the absence of evidence of earlier receipt) shall be deemed to have been received two (2) Business Days after dispatch, provided that the Party giving notice proves that the envelope containing the Notice was properly addressed.

14. GOVERNING LAW AND JURISDICTION

- 14.1 The Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and Wales.
- 14.2 Any dispute, controversy or claim arising out of or in connection with the Agreement, including any question regarding its existence, validity or termination, or the legal relationships established by the Agreement, and including any non-contractual claim, shall be referred to and finally resolved by arbitration under the rules of the London Court of International Arbitration in force at the date of the Agreement, which rules are deemed to be incorporated by reference to this Section 14.
- 14.3 The Parties agree that:
- the tribunal shall consist of one arbitrator;
 - the place of the arbitration shall be London; and
 - the language of the arbitration shall be English.

15. GENERAL

- 15.1 The rights and remedies arising under or in connection with the Agreement are cumulative and, except where otherwise expressly provided in the Agreement, do not exclude any rights or remedies, whether arising under the Agreement or provided by common law or otherwise.
- 15.2 Each Party shall (at its own cost) do, execute and perform, and use all reasonable endeavors to procure that any necessary third party does, executes and performs, such further deeds, documents, assurances, acts and things as may be required to give effect to the terms, intent and purposes of the Agreement.
- 15.3 Failure or delay by either Party in exercising or enforcing any right conferred by the Agreement shall not be deemed



to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof or of any other right on any other occasion.

- 15.4 The Agreement may only be modified or any provision waived if such modification or waiver is in writing and signed by a duly authorized representative of each Party.
- 15.5 Save where expressly stated to the contrary herein, each Party shall be responsible for its own legal costs and other expenses incurred in relation to the preparation and execution of the Agreement.
- 15.6 The Agreement contains the entire agreement of the Parties with respect to the subject matter of the Agreement and cancels and supersedes all prior agreements between the Parties and prior representations made by either Party, whether oral or written relating to the subject matter of the Agreement. Except as required by statute, no terms shall be implied (whether by custom, usage or otherwise) into the Agreement.
- 15.7 Each Party agrees that, in entering into the Agreement, it has not relied on any express or implied representation, warranty, collateral contract or other assurance made by or on behalf of the other Party at any time before the signature of the Agreement.
- 15.8 Each Party waives all rights and remedies which, but for Clause 15.7, might otherwise be available to it in respect of any such express or implied representation, warranty, collateral contract or other assurance.
- 15.9 If any provision of the Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of the Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The Parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.
- 15.10 Neither Party may assign, transfer, sub-license or otherwise deal with its rights or obligations under the Agreement without the prior written approval of the other Party, such approval not to be unreasonably withheld, conditioned or delayed.
- 15.11 Save in respect of the Principal Parties, Agent Parties and the Affiliates of the Principal (and then in each case only to the extent expressly provided herein):
- 1) nothing in the Agreement is intended to confer any benefit on any third party (whether referred to by name, class, description or otherwise); and
 - 2) any person who is not a Party to the Agreement may not enforce its terms.
- 15.12 The Agreement may be executed in any number of counterparts but shall not be effective unless and until each Party has executed at least one counterpart. Each counterpart when executed shall be an original, but all the counterparts together shall constitute one document.



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SOFTWARE DEVELOPMENT AGREEMENT

This Software Development Agreement (hereinafter referred to as the "Agreement") has been executed and entered into this 24th of April 2023 by and between:

Kaliten Limited, company duly registered under the Hong Kong Law, having its registered office at Office 4, 10/F., Kwan Chart Tower, No. 6 Tonnochy Road, Wanchai, Hong Kong, company number 3082012 (hereinafter referred to as the "Developer"), and

BEASTONE N.V., company duly registered under the Curacao Law, having its registered office at Schout Bij Nacht Doormanweg 40, Curacao, company number 160218 (hereinafter referred to as the "Client"),

Developer and Client collectively hereinafter referred to as the "Parties" and each individually as a "Party",

WHEREAS, the Client with to engage Developer for developing certain software and the Developer has the necessary experience and expertise in software programming,

NOW THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the Parties hereby agreed as follows:

I. SOFTWARE DEVELOPMENT

- 1) Developer hereby agrees to develop the software (hereinafter referred to as the "Software"), and deliver the same to the Client, as agreed by the Parties in respective Annexes hereto, specifying respective requirements to the Software to be developed as well as any other relevant terms of the development (e.g. cooperation flow, additional services etc.).
- 2) The Software resulting from the Developer's performance of this Agreement, shall be delivered to the Client in digital form that shall include, without limitation, complete object code and source code of the program(s), technology, software or other material comprising the Software with explanatory comments and a description of the operation of the such program(s), technology, software and other material all in machine-readable form; and any and all designs, inventions, technologies, methods, innovations, ideas, improvements, processes, materials, apparatus, plans, systems and computer programs and the like developed or used by Developer in performance of its obligations contemplated in this Agreement. Once needed Developer shall write descriptions (manuals) to the Software and shall deliver them to Client together with the Software as described above.
- 3) Developer shall deliver the Software within the terms set out in the respective Annex.
- 4) The Software shall be delivered on a media and/or through the channels agreed by the Parties via email.

II. TERM

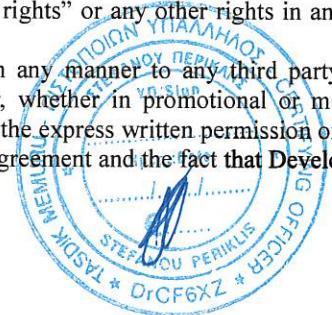
- 1) The term of this Agreement (hereinafter referred to as the "Term") shall commence on the execution date first mentioned above and shall continue for the indefinite term, while obligations of the Parties arising from any Annexes shall be effective till the proper fulfilment thereof, unless early terminated in accordance with this Agreement.

III. OBLIGATION OF DEVELOPER

- 1) Developer shall develop and deliver to Client the Software in accordance with the specifications, agreed by the Parties in respective Annexes. The Parties may agree upon stages of development and intermediate acceptance. Developer shall test the Software (or its respective part, if being the result of respective stage of development) thoroughly prior to delivery to Client for acceptance. Developer represents to Client that it has the qualifications and ability to perform its obligations under this Agreement in a professional manner without the advice, control or supervision of Client. Notwithstanding the foregoing, Client shall have the right to oversee, direct and give advice to the Developer regarding the general scope, direction and nature of developing the Software by Developer under this Agreement.
- 2) During the Term Developer shall use its best efforts in providing reasonable technical and other support to Client in respect of the Software.
- 3) Developer shall obtain and maintain in effect written agreements with each of its employees or subcontractors who participate in any of Developer's work under this Agreement, which agreements shall contain terms sufficient for Developer to comply with all provisions of this Agreement and to ensure all transfers and assignments of rights and ownership in and to the Software under this Agreement. Such agreements also shall impose an obligation of confidentiality on such employees or subcontractors with respect to Client's Confidential Information.

IV. OWNERSHIP

- 1) Client shall exclusively own all right, title and interest in and to the Software developed in accordance with this Agreement and any part thereof. Such rights, title, and interest shall be deemed assigned to Client as of the moment of creation of the Software without the necessity of any further action on the part of either Party. Nevertheless, upon the Client's request, Developer shall execute all reasonably necessary instruments to certify Client's ownership in and to the Software. Developer expressly waives any claims it may have in any jurisdiction to any so-called "moral rights" or any other rights in and to the Software, including any derivative works.
- 2) Developer shall not, under any circumstances or for any purpose, identify itself in any manner to any third party as the developer, programmer or owner of any Software developed for Client hereunder, whether in promotional or marketing materials, business discussions or otherwise in any medium without, in each instance, the express written permission of Client, which permission may be withheld by Client in its sole discretion. The terms of this Agreement and the fact that Developer has developed the Software shall be deemed confidential information hereunder.



V. CLIENT'S LICENSE

- 1) Notwithstanding any provision of Section 4, Client grants to Developer the right, during the Term, to use, only for the purpose of developing the Software according to this Agreement, any and all Software, which were transferred and assigned to Client under this Agreement.

VI. SERVICE FEE

- 1) For the development and delivery of the Software hereunder, as well as for the transfer and assignment of all IP rights thereto, Client shall pay to Developer the amount agreed by the Parties in respective Annex (hereinafter referred to as the "Fee").
- 2) Unless otherwise agreed upon by the Parties in respective Annex, the Fee shall be payable in instalments as follows:
 - a. 50% to be payable upon the execution of the respective Annex; and
 - b. remaining 50% to be payable upon the acceptance of the Software delivered under such an Annex.
- 3) The Fee shall be paid within 15 business days following the receipt of Developer's invoice.
- 4) Client shall make payments by banking transfer to the banking account of Developer indicated in respective invoice. The currency of payment is EURO.
- 5) Each Party shall be solely responsible for its own banking expenses. All the taxes/duties under the laws applicable to either Party shall be paid by such Party respectively, unless otherwise provided for under the applicable laws.

VII. WARRANTIES

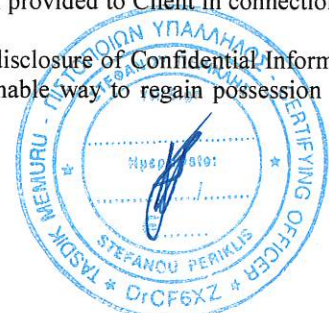
- 1) Developer hereby represents and warrants to Client that:
 - a) the Software, or any portion thereof, do not infringe any intellectual property rights (including trade secret) or privacy or similar right of any third party;
 - b) it is under no obligation or restriction that would in any way interfere or be inconsistent with, or present a conflict of interest concerning, the rights transferred and assigned hereunder or its obligations hereunder;
 - c) it has and will have all rights necessary to enter into and perform its obligations hereunder;
 - d) no claim, whether or not embodied in an action past or present, of infringement of any patent, copyright, trademark, or other intellectual property right (including trade secret), privacy or similar right has been made or is pending against Developer regarding the Software;
 - e) none of the Software includes or will include any harmful or spying programs or codes;
 - f) it possesses and during the Term hereof will possess full power and authority to enter into this Agreement and to fulfill its obligations hereunder;
 - g) it is financially sound and technically competent to perform its obligations hereunder, and agrees that any change in such status shall be immediately communicated in writing to Client;
 - h) the Software and all portions thereof shall be, or have been, developed solely by Developer, through the use of Developer's employees, agents or subcontractors and all such employees, agents and subcontractors have executed an agreement providing that all right, title and interest thereto is assigned to Developer.

VIII. TERMINATION

- 1) This Agreement may be terminated in accordance with any of the following provisions:
 - a) Client may terminate this Agreement at any time for any reason or no reason by providing thirty (30) days' prior written notice to Developer; in this case Developer shall be entitled to the Fee pro rata to the services actually provided, while any overpayment, if any, shall be promptly returned to the Client.
 - b) Either Party may immediately terminate this Agreement if the other Party breaches this Agreement and such a breach has not been remedied within 10 days following respective notice of the other Party.
- 2) Except as otherwise stated herein, the termination of this Agreement by its terms shall not serve to waive, limit, bar or otherwise extinguish any rights that either Party may have for a breach of this Agreement.

IX. CONFIDENTIALITY

- 1) Developer acknowledges that Developer may have access to information of Client that is considered by Client to be confidential or proprietary including, without limitation, all intellectual property rights, trade secrets, copyrights, customer lists, and customer information ("Confidential Information").
- 2) Confidential Information does not include information that (a) has been made public by an act or omission by a third party; (b) Developer receives from an unrelated third party without restriction on disclosure and without breach of a nondisclosure obligation; (c) Developer knew prior to receiving such information; or (d) Developer develops independently without use of Confidential Information.
- 3) Developer agrees to maintain as confidential and not disclose the Confidential Information to any third party and will not use any Confidential Information for any purpose other than for the performance of its obligations under this Agreement. Developer agrees to use all reasonable efforts to prevent any unauthorized disclosure of the Confidential Information disclosed by Client under this Agreement.
- 4) Developer acknowledges and agrees that Client does not wish to receive from Developer any confidential information of Developer or of any third party. Developer represents and warrants that any information provided to Client in connection with this Agreement shall not be confidential or proprietary to Developer or any third party.
- 5) Developer shall immediately notify Client upon discovery of any unauthorized use or disclosure of Confidential Information, or any other breach of this Agreement, and will cooperate with Client in every reasonable way to regain possession of the Confidential Information and prevent its unauthorized use.



- 6) In case of the breach by the Developer of the provision of this section, the Developer shall pay to the Client (1) the amount of all Clients losses connected therewith (including reasonable attorneys fees); or (2) a penalty amount of EUR50,000.00, whichever is greater.

X. INDEMNIFICATION

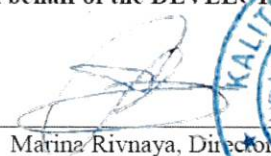
- 1) Developer hereby agrees to indemnify Client, its affiliates, officers and partners, from and against any and all claims, demands, liabilities, and actions, including the payment of all legal expenses, arising out of or connected with any material breach by Developer of any of the terms of this Agreement, and from and against any claim that the Software infringe on the intellectual property rights or proprietary rights of any third party. If Developer becomes aware of any such possible infringement, Developer shall immediately notify Client in writing. Client shall have the right, at its option, to control its own defence and engage counsel acceptable to Client.

XI. MISCELLANEOUS

- 1) All notices or requests, including communications and statements which are required or permitted under the terms of this Agreement, shall be in writing and shall be sent by either email or recognized commercial overnight courier. Notices shall be effective upon receipt.
- 2) Developer shall not be entitled to assign, pledge or transfer any of its rights and obligations under this Agreement without the express written consent of Client. Client shall be entitled to assign any and all rights herein granted to any person, corporation or entity.
- 3) The formation, construction, performance and enforcement of this Agreement shall be in accordance with the law of England and Wales. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by English courts.
- 4) This Agreement constitutes the entire agreement and understanding between the Parties hereto with respect to the subject matter of the Agreement and supersedes any and all other agreements, written or oral, that the Parties heretofore may have had with respect to the subject matters herein.
- 5) No amendment, modification, or waiver of the terms of this Agreement shall be binding unless reduced to writing and signed by both Parties. The Parties herein agreed that facsimile signatures are duly acceptable as signatures for all documents executed by the Parties proceeding from this Agreement (including this Agreement itself).
- 6) This Agreement may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as an original instrument.
- 7) The language of this Agreement is English. Should any translated version hereof be attached hereto (including side-by-side), the English version of the Agreement shall be the only authentic one.
- 8) In the event any provision of this Agreement (or portion thereof) is determined by a court to be invalid, illegal, or otherwise unenforceable, such provision shall be deemed to have been deleted from this Agreement, while the remainder of this Agreement shall remain in full force and effect according to its terms.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

On behalf of the DEVELOPER:


Marina Rivnaya, Director



On behalf of the CLIENT:



E-Magnus N.V., Director



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ANNEX 1

to the Software Development Agreement dated as of 24th of April 2023 (the "Agreement")

This Annex 1 (the "Annex") to the Agreement has been executed and entered into this 24th of April 2023 by and between:

Kaliten Limited, company duly registered under the Hong Kong Law, having its registered office at Office 4, 10/F., Kwan Chart Tower, No. 6 Tonnochy Road, Wanchai, Hong Kong, company number 3082012 (hereinafter referred to as the "Developer"), and

BEASTONE N.V., company duly registered under the Curacao Law, having its registered office at Schout Bij Nacht Doormanweg 40, Curacao, company number 160218 (hereinafter referred to as the "Client"),

Developer and Client collectively hereinafter referred to as the "Parties" and each individually as a "Party",

than hereby agreed as follows:

I. Considering general terms of the Agreement, the Developer shall develop for the Client the following Software for the respective Fees:

1. Journey Builder Module – 200.000 EUR (two hundred thousand euro)
2. CUSTOMER RELATIONS AUTOMATION (CRA) – 170.000 EUR (one hundred and seventy thousand euro)
3. Mass Messages Sender – 135.000 EUR (one hundred and thirty five thousand euro)

The total Fee for the Software development is 505.000 EUR (five hundred and five thousand euro).

Description of the developed Software follows:

1. THE MODEL OF JOURNEY BUILDER MODULE

1.1 Purpose of the module

The Journey Builder module is specifically designed to construct automated scripts for promotions, mailings, and other marketing activities within the application. Its main goal is to engage and retain users while also attracting new ones.

1.2 Implementation objectives

The module is intended to achieve the following objectives:

- Provide a visual representation of the stages involved in creating a promotion.
- Establish communication channels for effective interaction.
- Define the necessary conditions and mechanics for issuing bonuses.
- Customize the promotion's visual presentation and determine where it will be displayed to the user.

1.3 Domain

This module is meant to seamlessly integrate with other modules within the application, ensuring cohesive functionality.

1.4 Components

The Journey Builder module comprises the following components:

- a) Client: This component handles the user interface and interactions.
- b) Server: This component manages the backend operations and data processing.

1.5 End users

The module is intended for use by the CRM managers.

Functional and Non-Functional Requirements for Journey Builder

2.1 User's functionalities

The functionalities of the module are intended exclusively for authorized users. Only users with proper authorization should have access to the following functions:

Sorting the promotion list by name, time and date of creation, as well as time and date of the promotion's start.



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Creating a promotion, which involves the following steps:

- a. Entering the promotion name.
- b. Selecting the time and date for the promotion to begin.
- c. Choosing the brand and currency associated with the promotion.
- d. Specifying the purpose of the promotion.
- e. Selecting users to participate in the promotion through filtering or by uploading a file.
- f. Choosing the promotion mechanics.
- g. Selecting the method of communication with the user.
- h. Selecting the channel (website or application) on which the promotion will be run.
- i. Saving the promotion.
- j. Saving and initiating the promotion.

2.2 Automatic operations

The module provides automatic execution of the following operations:

- Displaying the list of promotions in chronological order based on their creation time and date, with the newest promotions appearing first.
- Assigning a unique ID to each promotion.
- Notifying the successful loading of a CSV file containing a list of promotion participants.
- Sending a message to the participants of the promotion.
- Automatically restarting the module if the connection with the server is lost.
- Displaying error messages when necessary.
- Validating the completion of required fields to ensure data integrity.

2.3. The module should ensure that the following nonfunctional requirements are met:

- Development as a Web Application: The module should be developed and implemented as a web-based application.
- Displaying data as a table: The module should present data in a tabular format for easy visualization.
- Compatibility with Google Chrome: The module should be fully functional and compatible with the current versions of the Google Chrome web browser.
- Data transfer in JSON format: The module should utilize JSON (JavaScript Object Notation) format for efficient and standardized data exchange.
- Interaction via HTTPS protocol: The module should communicate and interact with other modules securely using the HTTPS protocol.
- Recovery mode functionality: The module should incorporate a recovery mode to handle and resolve any malfunctions or errors.
- High availability: The module should aim for a minimum availability of 99.5%, with downtime not exceeding 3.5 hours per month.
- CSV user import: The module should provide the ability to import users from CSV (Comma-Separated Values) files.
- Email and SMS notifications: The module should support email and SMS notifications as communication channels for interacting with promotion participants.

INTERACTION OF THE MODULE WITH OTHER MODULES/SYSTEMS

3.1 The module is designed to seamlessly interact with other application modules and systems in order to receive and transfer the necessary data required to perform its functionality. This interaction ensures smooth collaboration and integration with the broader application ecosystem.



2. THE CUSTOMER RELATIONS AUTOMATION (CRA) MODULE

1.1 Purpose of the module

The Customer Relations Automation (CRA) module belongs to the CRM system class and is designed to effectively manage customer relationships. The module aims to achieve the following objectives:

- Automate the creation and management of various types of promotional campaigns throughout their lifecycle.
- Target promotional campaigns to specific customer segments.
- Collect statistics and analyze the results of these campaigns.

1.2 Implementation objectives

The primary objectives of implementing the CRA module are as follows:

- Attracting new customers to the main platform by utilizing personalized bonuses and other marketing tools.
- Stimulating the activity of existing customers to enhance their engagement and retention.
- Providing a comprehensive system for creating, managing, and analyzing promotional campaigns to achieve business goals.

1.3 Domain

The CRA module is designed to seamlessly work in conjunction with the main platform and other modules within the CRM system. It operates within the broader application domain to effectively manage customer relationships.

1.4 Components

The CRA module comprises the following essential components:

- Client: The user interface component that allows CRM managers, customer support staff, and CRM administrators to interact with the system.
- Server: The backend component responsible for processing requests, executing campaign management functionalities, and managing data.
- Database: Stores relevant data related to promotional campaigns, customer segments, and campaign results.

1.5 End users

The system caters to the following end users:

- CRM managers: This role has access to campaign creation, lifecycle management, and reporting functionalities.
- Customer support staff: This role can view customer profiles in terms of their participation in specific promotional campaigns, as well as add or remove customers from campaigns.
- CRM administrators: This role has full access to all actions within the system, including configuring access rights and settings.

Functional and Non-Functional Requirements for CRA

2.1 User's functionalities

The system provides the following functionalities to authorized users:

- View a list of all created campaigns.
- Create new campaigns.
- Set or edit parameters for campaigns, including:
 - Campaign name.
 - Mechanics type.
 - Promo code.
 - Campaign appearance date on the website.
 - Campaign start date.
 - Campaign end date.
 - Brand and currency.
- Visibility of the campaign for unlogged customers.
- Customer segment eligibility.
- Campaign page or banner appearance.
- Copy the settings of an existing campaign to create a new campaign.



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- Manually change the status of a campaign.
- Search and filter campaigns in the list.
- View a list of clients who have participated in a campaign.
- View campaign statistics.
- Manually add campaign members.
- Download campaign results.
- Create new loyalty programs.
- Set or edit parameters for loyalty programs, including:
 - Loyalty program name.
 - Promo code.
 - Loyalty program start date.
 - Loyalty program end date (optional parameter).
 - Brand and currency.
 - Terms and bonuses.
 - Loyalty program rules text.
- Copy settings of an existing loyalty program to create a new one.
- View statistics of loyalty program participants.
- Manually complete loyalty programs.
- The available functions may vary based on the user's role in the system.

2.2 Automatic operations

The module automatically performs the following operations:

- Starting and ending campaigns or loyalty programs based on pre-set parameters.
- Checking if customers have fulfilled the conditions of a campaign.
- Determining if a campaign banner should be displayed to a specific customer.
- Verifying if a customer's actions comply with the terms of active campaigns.
- Calculating bonuses and rewards for eligible customers.

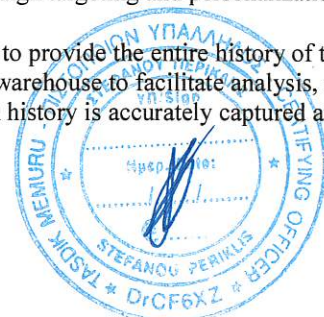
2.3 The module ensures that the following nonfunctional requirements are met:

- The client part of the system is implemented as a web application, providing accessibility and ease of use through web browsers.
- Access permissions and user functionalities are differentiated according to the role model, ensuring appropriate access and actions based on user roles within the system.
- The client application is designed to run and function correctly in the Google Chrome browser, ensuring compatibility and optimal performance.
- Interaction with other modules/systems occurs via the HTTP protocol, facilitating seamless communication and integration with other components of the system.
- The module supports the export of promotional campaign results in CSV (Comma-Separated Values) and XLSX (Microsoft Excel) file formats, enabling convenient data analysis and reporting.
- Customer lists can be imported from CSV file format, allowing easy and efficient data integration for campaign targeting.
- Supported image formats for banners include PNG (Portable Network Graphics) and JPG (Joint Photographic Experts Group), ensuring flexibility in designing visually appealing promotional materials.
- Promo codes follow a specific format: they can be 3 to 20 characters in length and may consist of letters of the Roman alphabet, numbers, and special symbols. This format ensures consistency and usability in managing promo codes.
- Dates are displayed in the format DD.MM.YYYY, and time is displayed in the format HH:MM, providing a standardized and easily understandable format for users interacting with the system.

INTERACTION OF THE MODULE WITH OTHER MODULES/SYSTEMS

3.1 The module interacts with the following modules/systems:

- The platform: The module interacts with the platform to receive relevant data about the customer's account and their activities on the website or in the mobile application. This data is used for campaign targeting and personalization.
- The DWH data warehouse: The module communicates with the data warehouse to provide the entire history of the customer's participation in campaigns. This information is shared with the data warehouse to facilitate analysis, reporting, and further data processing. The module ensures that the campaign participation history is accurately captured and made available for analysis within the data warehouse.



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3. THE MASS MESSAGES SENDER MODULE

1.1 Purpose of the module

The primary purpose of this module is to facilitate mass marketing activities through various channels such as SMS, email, and WebPush messages.

1.2 Implementation objectives

The module is intended to be implemented as a dedicated messaging tool for the company, providing customization options to align with current business requirements. It aims to offer the capability to send messages to regions that may not be accessible through Salesforce's standard SMS messaging services. Essentially, the module's implementation seeks to reduce reliance on third-party solutions and enhance overall flexibility.

1.3 Domain

The module is designed to function either as an integral part of the Salesforce Marketing Cloud or within similar marketing solutions.

1.4 Components

The module comprises the following essential components:

- Client: The user interface component that allows marketers, analysts, and CRM managers to interact with the module.
- Server: The backend component responsible for processing requests, managing data, and executing marketing operations.
- API: Enables communication and integration with other modules or external systems.
- Database: Stores relevant data required for messaging operations and campaign management.

1.5 End users

The module caters to the following end users:

- Marketers: Individuals responsible for designing and executing marketing campaigns.
- Analysts: Professionals who analyze marketing data and extract insights for decision-making.
- CRM managers: Personnel overseeing customer relationship management and ensuring effective utilization of the module's features.

Functional and Non-Functional Requirements for Mass Messages Sender

2.1 User's functionalities

The module should provide the following functionalities to the user:

- Bulk send SMS, email, and push-messages.
- Retrieve the list of active mailings.
- Access the list of active user profiles.
- Retrieve the action list specific to a particular profile.
- Create, modify, and delete user profiles.
- Search for a profile and apply filters to the profiles list.
- Make requests to the Data Warehouse (DWH) to generate reports.
- Check the current status of a report.
- Download generated reports.
- Send individual SMS messages.
- Preview SMS content before sending.
- Subscribe and unsubscribe to WebPush notifications.

2.2 Automatic operations

The module should automatically perform the following operations:

- Conduct mass mailings, including sending scheduled or triggered campaigns.
- Receive event data for a user from the Platform, capturing relevant user interactions and activities.
- Record data about sent messages in the SendLog, ensuring proper tracking and logging of messaging activities.



2.3 The module should ensure that the following nonfunctional requirements are met:

- Masking of customer personal and contact details: By default, the module should implement masking techniques to protect the personal and contact details of customers stored in the module, ensuring that sensitive information is not visible or accessible in its raw form.
- Logging of user actions: All user actions performed within the system should be logged, capturing relevant details such as the action taken, the user responsible, and the timestamp. This logging mechanism aids in auditing, tracking user activities, and maintaining a comprehensive record of system interactions.
- Restriction on customer data export: The module should enforce restrictions to prevent the export of customer data. This ensures that customer data remains within the system and is not easily transferred or shared externally, maintaining data privacy and security.
- Parallel processing of dispatches by region: Dispatches, such as SMS or email campaigns, should be processed in parallel, categorized by region. Within each region, dispatches should be processed sequentially based on the order of submission, following a first-in, first-out (FIFO) approach. This approach optimizes efficiency and ensures timely delivery of messages while maintaining the intended order within each region.

INTERACTION OF THE MODULE WITH OTHER MODULES/SYSTEMS

3.1 The module should interact with the following modules/systems:

- Salesforce Marketing Cloud or similar solution: The module should integrate with Salesforce Marketing Cloud or a similar marketing solution to receive relevant data, such as the list of customers to send messages to, the content of the messages, scheduling information, terms and conditions, and other mailing settings. This integration ensures seamless coordination with the marketing platform for effective campaign execution.
- Data Warehouse (DWH): The module should interact with the DWH to receive client events that serve as triggers for mailings. These events can include user actions or behaviors that initiate specific mailings. Additionally, the module should send reports containing data on mailing list conversions, including metrics such as opens, clicks, and link clicks. This interaction enables the module to leverage data from the DWH for targeted and personalized mailings while also providing analytics and insights on mailing performance.
- nMPC (Notification Message Processing Center): The module should facilitate the automatic sending of trigger-based transactional messages during various processes, such as registration, verification, and similar actions. This interaction allows for the timely and contextually relevant delivery of transactional messages to users, enhancing the overall user experience and engagement.

II. The Parties agreed upon the following workflow with respective timeframes:

- 1) within 21 business days following the signature of this Annex the Developer shall create the initial version of the Software according to the Specification, and shall publish it at the Clients server (as communicated by the Client via email) and Compatible Platforms (at this stage the Software shall be accessible only by the Developer and the Client).
- 2) during 10 business days following the completion the stage 1 the Parties shall cooperate in order to test the Software. Thereafter, should the Software fully comply with the Client's expectations, the Client shall accept the Software. Otherwise, the Client shall communicate its remarks regarding the Software and the Developer shall promptly implement all necessary refinements. In the latter case, the first and second (this) stages of the workflow shall be repeated respectively, but within timeframes specified by the Client.
- 3) after the acceptance of the Software, the Developer shall within 5 days provide the Client with all respective materials as provided for in the clause 2 of section 1 of the Agreement, including all accesses to the Software (its administrative panel).
- 4) the Developer shall additionally provide to the Client support and refinement services regarding the Software, as necessary to maintain its compliance with the Specification, during 1 calendar year following the Software acceptance.
- 5) The Parties agreed that the total Fee for the services under this Annex shall be 505.000 EUR (five hundred and five thousand euro) payable according to the provisions of the Agreement. Furthermore, the Parties agreed that the Fees for the services under this Annex shall be paid in instalments as follows:
 - a. Until 1st of September 2023, the Developer shall issue and Client shall pay the invoice for 135.000 EUR (one hundred and thirty five thousand euro);
 - b. Until 1st of November 2023, the Developer shall issue and Client shall pay the invoice for 170.000 EUR (one hundred and seventy thousand euro);
 - c. Until 1st of December 2023, the Developer shall issue and Client shall pay the invoice for 200.000 EUR (two hundred thousand euro).



SIGNATORY PAGE

On behalf of the DEVELOPER:

Marina Rivnaya, Director



On behalf of the CLIENT:

A handwritten signature in blue ink, appearing to be "E-Magnus".

7/14/2023

E-Magnus N.V., Director



SOFTWARE LICENSE AGREEMENT

This Software License Agreement (the "Agreement") is made today on 03.07.2023 (the "Effective Date") by and between the following Parties hereto (where each – the "Party"):

BEASTONE N.V., a company registered in Curacao with registration number 160218, having its registered office at Schout Bij Nacht Doormanweg 40, Curacao (the "Licensor"), and

RILLIUS HOLDING LIMITED, a company registered in Cyprus with registration number HE 415842, having its registered office at 1 Iakovou Tompazi, VASHIOTIS BUSINESS CENTER, 1st floor, office 101, 3107 Limassol, Cyprus (the "Licensee").

1. DEFINITIONS

Term: the term for which the License (as defined below) is granted under the Agreement, as defined herein.

Services: the entertainment services provided by the Licensee to its customers.

Software: the following computer programs, for which the License (as defined below) is granted to Licensee under the Agreement, and described in details in Appendix 1 hereto and in the Documentation (as defined below):

Documentation: the documentation, which describes the main processes and guidelines to facilitate the installation and use of the Software, and its update if any, as provided to the Licensee by the Licensor.

Scope: personal functional use of the Software by the Licensee for its internal business purposes while providing the Services within the Term. For the avoidance of doubts, however, where the Software includes, inter alia, a so-called 'client interface' (a software component designed for ensuring software user's customers' interaction with such a user or with any part of its business), the Licensee shall be entitled to sublicense such 'client interface' to its respective customers free of charge for such customers strictly within the scope reasonably necessary for such interaction subject to the general Scope as described above.

License: the right to use the Software in accordance with the terms of the Agreement within the Scope.

Environment: the technical prerequisites which correspond to Licensee's minimal computer equipment (computer hardware, operating system, databases, third-party software, subscription to an Internet access service), required for the launching and use of the Software as defined in the Documentation.

Royalty: any amount due to the Licensor by the Licensee hereunder in consideration for the provision of the License to use the Software.

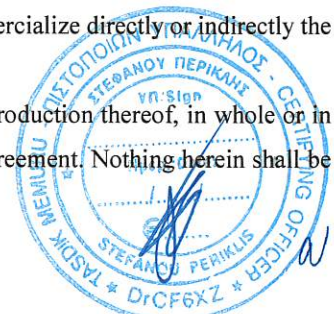
Third-party software: the third parties' open source software, which may be included in the Software defined in the Documentation and subject to their own license terms and conditions, as contained in the Documentation.

2. SUBJECT MATTER

2.1. Subject to the continuous compliance with the terms of the Agreement set out herein, and in consideration for the payment of the Royalty defined herein, the Licensor grants to the Licensee the personal, non-exclusive, non-assignable and non-transferrable right to use the Software under the License within the Scope as set forth herein.

2.2. As the License is being non-exclusive, the Licensor shall reserve the right to commercialize directly or indirectly the Software to any third party.

2.3. The Licensor shall retain the exclusive property of the Software including any reproduction thereof, in whole or in part, if any. The License is strictly limited to the rights expressly granted under the Agreement. Nothing herein shall be



construed as a contract of transfer.

3. RIGHTS GRANTED

3.1. The Licensee is allowed to use the Software under the form of executable object code, for its sole internal needs within the Scope, in accordance with the specifications of the Documentation and the Agreement. The Licensee is authorized to make a reasonable number of inactive copies of the Software, for back-up purpose only.

3.2. The Licensee shall not:

- pledge, assign, sublicense (safe for the sublicensing to its customers subject to respective limits as provided for above), make available, rent, use in timesharing or service bureau, make any other use or allow any other people to use the Software for the benefit of a third-party and/or provide any commercial services corresponding to the operation of the Software for the benefit of a third party;
- translate, adapt, arrange or modify the Software in any way whatsoever;
- integrate or combine any element of the Software to any other software, or create any composite or derivative works based on the Software;
- reverse-engineer, decompile, disassemble, recreate the Software, even partially, or attempt to or enable third parties to perform such acts;
- proceed with the correction of any Software errors - alone or with the assistance of a third party - to bring it into compliance with any given purpose;
- modify, alter or remove any copyright identification, trademarks and any other intellectual property notice appearing on or included in the Software;
- disclose any result of benchmark and tests performed on the Software, if any.

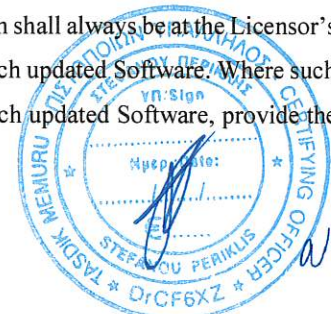
3.3. The Licensee acknowledges and agrees that in the event of any use of the Software by Licensee beyond the Scope and limits defined in the Agreement, the Licensor shall be entitled to invoice Licensee for the amount that would be due if same use was made under the applicable License, without prejudice to any other provision of the Agreement and any other right to which the Licensor may be entitled to.

3.4. The Licensee may print the Documentation for the sole purpose of using the Software and make it available internally to its employees for its own needs only. The Licensee shall not distribute the Documentation to third parties and generally make the Documentation available to third parties by any means whatsoever and/or create derivative works from the Documentation.

3.5. The Licensee acknowledges and agrees that the Software may include Third-party software subject to open source license agreements, notwithstanding any clause to the contrary herein, and provided by the Licensor on an "AS IS" basis, without any warranty of any kind. In no event shall the Licensor be liable for any damage suffered by Licensee or a third party, resulting directly or indirectly of the use of such Third-party software.

4. PROVISION OF THE SOFTWARE

4.1. The Licensor provide a copy of the Software to the Licensee in the form of installation package sufficient for installing and further exploitation of the Software within the Scope. The Licensee hereby confirms, that as of the Effective Date it has already receiver all respective copies of the Software together with all necessary and sufficient Documentation. In the event any Software update is made available to the Licensee by the Licensor (which shall always be at the Licensor's sole discretion) the Parties shall in good faith negotiate a suitable way of provision of such updated Software. Where such update requires amendments of the Documentation, the Licensor will, together with such updated Software, provide the Licensee with the updated Documentation.



4.2. The Agreement does not include any installation and/or setup and/or support services. However, such services may be provided by the Licensor in consideration for the additional fees under respective supplementary agreement if any.

4.3. The Licensee shall be responsible for the purchase, the operation, the related maintenance and, where applicable, the subscriptions and licenses required by the Environment and generally, for the performance of the Software. Licensee acknowledges that the updates may require the modification of the Environment; it being understood that in all extent possible, the Licensor shall inform Licensee at least thirty (30) days in advance, and that Licensee shall be responsible for the costs relating to any evolution of the Environment.

4.4. The Licensee shall comply with the Environment throughout the Term, and acknowledges that any configuration which does not comply with the Environment may alter or even prevent the functioning of the Software, for which, under no circumstances, shall the Licensor be held liable.

5. ROYALTIES

5.1. The Licensee shall pay to the Licensor the monthly Royalty in the amount of EUR 395.000 (three hundred and ninety five thousand Euro) per calendar month.

5.2. The Parties agreed that all Royalties payable hereunder shall be paid in Euros.

5.3. The monthly Royalty hereunder shall be payable within fifteen (15) days following the end of respective month on the basis of the invoices issued by the Licensor. Each Party shall solely bear its expenses connected with remittance and receipt of funds hereunder.

5.4. The Licensee acknowledges that the Royalty shall be payable for the grant of the License regardless of Licensee's actual use of the Software under such License.

5.5. In case of late payment of any amount due by the Licensee under the Agreement, any unpaid amount at the due date shall automatically bear interest on a daily basis at a rate of 1,5% per month until full payment of such amount, without prejudice to any other right to which the Licensor may be entitled.

6. AUDIT

6.1. The Licensor reserves the right to check that the Software is used in accordance with the terms of the Agreement (including the Scope) and all Royalties are duly paid, throughout the Term of the Agreement and one (1) year after the termination/expiry of the Agreement for any reason whatsoever. To this end, the Licensee shall inform Licensee, with a three (3) business days prior notice, that it intends to audit directly or by a third party, Licensee's books and/or premises, to assess that Licensee complies with the terms of the Agreement.

6.2. Such audits shall occur during Licensee's normal working hours, and will not interfere unreasonably with Licensee's business activity. The Licensee shall cooperate in good faith with the Licensor or any auditor appointed by the Licensor, and shall facilitate the performance of the audit, by answering to any question.

6.3. If an audit reveals that any amount is due to the Licensor, the Licensee shall immediately take the measures necessary to comply with the provisions of the Agreement and pay the full amount due to the Licensor; it being understood that in such event, Licensee shall bear all audit costs, without prejudice to any damages that the Licensor might claim.

7. INTELLECTUAL PROPERTY

7.1 The Software is an original intellectual work, protected as such by the relevant national and international legislations, and the exclusive ownership of the Licensor. The Software remains the exclusive ownership of the Licensor and the Third-party software remains the property of their respective owners.

7.2 The Licensee shall promptly inform the Licensor of any unlawful use of the Software or contrary to the Agreement.



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7.3. The Licensor warrants Licensee that the use of the Software by Licensee in accordance with the Documentation and the provisions of the Agreement will not infringe an intellectual property right belonging to any third-party. The Licensor will indemnify the Licensee for any amount of the monetary remedies and any interest accrued resulting from the breach of the aforesaid warranty, provided that Licensee can provide evidence of payment of such sums to the third-party. It is specified that the warranty stated in this clause is restrictive. The Licensor expressly disclaims any express or implied warranty, which is not expressly defined in the Agreement.

8.1. The Licensor declares that it owns the necessary rights to conclude the Agreement, and notably that it is the owner of the Software (to the exclusion of the rights on Third-party software, if any) and the Documentation, for which the right of use is granted to the Licensee under the License.

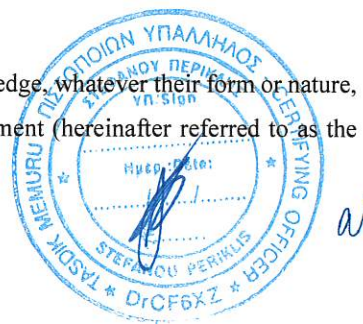
8.3 The Licensee warrants that it owns the necessary rights for the conclusion and the performance of the Agreement, in particular the rights relating to the Environment.

9.1 The Parties expressly agree that notwithstanding the nature and/or the cause for the action, either Party shall only be liable for direct and foreseeable damages. Consequently, under no circumstances shall either Party be held liable for any indirect or unforeseeable, material or immaterial damages, which may be suffered by another Party and/or any third party. In the event that the liability of either Party is recognized, such Party's aggregate liability for all types of causes and damages whatsoever shall not exceed the Royalty paid by Licensee to the Licensor under the ongoing yearly period.

9.2. It is expressly agreed that, in any event, any claim for damages against the Licensor in connection with the Agreement shall be time-barred twelve (12) months after the event that generated the claim.

9.4. The Licensee will defend the Licensor, at Licensee's own expense, against any third-party claim and/or action relating to the data and other information provided by Licensee, and undertakes to bear any indemnification for damages that may have been suffered by Licensor.

10.1. Each Party shall consider as strictly confidential any data, information or knowledge, whatever their form or nature, and on whatever media, disclosed to it by the other Party in performing the Agreement (hereinafter referred to as the



“Confidential Information”), and agrees that it shall not disclose any Confidential Information to any third party.

10.2. The Licensee expressly acknowledges that the structure and the organization of the Software (in particular its software components, applications, technical information, functional and technical specifications, functions, methods, ideas, know-how and similar information) are Confidential Information of the Licensor and/or its licensors. Therefore, Licensee shall not disclose such Confidential Information.

10.3. The Parties may disclose Confidential Information only to those persons allowed to receive such Confidential Information for the exclusive purpose of performing the Agreement and who agree to be bound by the provisions of the Agreement; each Party being responsible for such persons’ compliance with the aforementioned provisions.

10.4. Confidential Information does not include information, documents and/or tools which:

- was part of the public domain at the time of their disclosure or become part of the public domain without any breach to the provisions of this section;
- result from independent development by one of the Parties without any breach to this obligation of confidentiality by the concerned Party, or has been obtained through a third party, not bound by an obligation of confidentiality;
- has been explicitly considered as non-confidential by the disclosing Party for the purpose of the Agreement;
- is required to be disclosed by applicable law or judicial or administrative body order.

10.5. The undertaking provided in this section shall come into force as from the period of negotiations between the Parties and shall survive during five (5) years after the termination/expiry of the Agreement for any reason whatsoever. Nevertheless, in any event such undertaking - when it relates to any Confidential Information relating to the intellectual property rights of Licensor - shall remain valid during the term of the related intellectual property rights.

11. TERM

11.1. The Agreement comes into force as of the Effective Date and shall remain effective for an indefinite period of time (the “Term”).

11.2. Either Party may terminate the Agreement upon thirty (30) days prior written notice to the other Party for any or no reason.

11.3. Upon termination/expiry of the Agreement for any reason whatsoever:

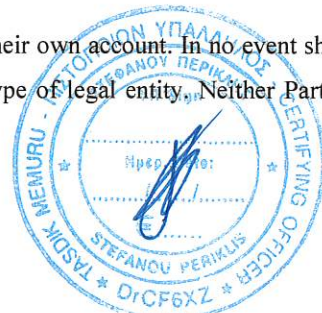
- the Licensee shall cease any use of the Software and immediately withdraw all copies of the Software from the computers’ memory and destroy them, or return the Software to the Licensor;
- each Party shall promptly return to another any Confidential Information, and more generally, any material provided by the latter in order to perform the Agreement.

11.4. All provisions of the Agreement which according to their nature should survive the termination or expiry of the Agreement, shall survive the same in addition to survival provisions expressly stated herein.

12. GENERAL PROVISIONS

12.1. The Licensee shall not assign - whether in whole or in part, free of charge or against payment, for any reason and under any form whatsoever - any of its rights and obligations under the Agreement to any third party, without the prior written consent of the Licensor. The Licensor may transfer any of its rights and obligations under the Agreement to any third party. In case of assignment or transfer of the Agreement pursuant to the conditions defined in this clause, the assignee or the successor will be automatically bound by the Agreement.

12.2. The Parties are independent contractors, acting in their own name and on their own account. ~~In no event shall the Agreement establish any mandate, franchise, employment relationship or any type of legal entity.~~ Neither Party may bindingly commit the other Party with regard to any third party.



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12.3. All notices to be given hereunder shall be transmitted in writing either by email with return confirmation of receipt or by certified or registered mail, return receipt requested. Notice shall be effective upon actual receipt or, in the case of email, on the following business day.

12.4. If any provision of the Agreement is held to be illegal, invalid or unenforceable, as a result of any statutory or regulatory provision or after the decision of a competent court, which has become final, all the other provisions of the Agreement shall continue in full force and effect, unless the purpose of the Agreement is consequently affected. In such event, the Parties shall consult each other to replace such provision by a solution agreeable and which is in the spirit of the Agreement

12.4. The waiver or the failure by either Party to claim a breach by the other Party of any of its obligations under the Agreement shall not be construed as a waiver of such obligation for the future. Any waiver shall only be effective subject to a writing (which may not be a pre-printed form of contract or of terms and conditions) signed by a duly authorized representative of each Party.

12.5. The Agreement constitutes the entire agreement between the Parties. It cancels and replaces all prior or simultaneous agreements and understandings, whether oral or written, relating to the subject matter of this Agreement. The Agreement prevails over any Licensee's general terms and conditions. It cannot be modified unless by written amendment signed by a duly authorized representative of each Party.

12.6. Neither Party shall be liable to the other Party for any failure or delay in performing its obligations under the Agreement when such failure or delay is the exclusive result of the circumstances of force-majeure which are beyond the control of the Parties and directly affect the Parties hereto. The force-majeure event will suspend the performance of the Agreement, excluding payment obligation. As soon as the impediment of performance due to the case of force majeure stops, the said obligations shall continue for the remaining term of the Agreement, increased to take into account the term of the suspension. However, if the case of force majeure lasts longer than forty-five (45) days, the Agreement may be terminated by either Party upon written notice to the other Party.

12.7. This Agreement shall be regulated by the substantive law of Curacao.

IN WITNESS WHEREOF the Parties hereto have executed the Agreement in digital form as an agreement on the Effective Date.

For the Licensor:

Signature: _____

Name: E-Magnus N.V.

Title: Director

For the Licensee:

Signature: _____

Name: Marina Ravnaya

Title: Director



Appendix 1
to the SOFTWARE LICENSE AGREEMENT of 03.07.2023

Software Specifications

List of the software

- A. Journey Builder Module
- B. CUSTOMER RELATIONS AUTOMATION (CRA)
- C. Mass Messages Sender

A) Journey Builder Module

Description

1.1 Purpose of the module

The Journey Builder module is specifically designed to construct automated scripts for promotions, mailings, and other marketing activities within the application. Its main goal is to engage and retain users while also attracting new ones.

1.2 Implementation objectives

The module is intended to achieve the following objectives:

- Provide a visual representation of the stages involved in creating a promotion.
- Establish communication channels for effective interaction.
- Define the necessary conditions and mechanics for issuing bonuses.
- Customize the promotion's visual presentation and determine where it will be displayed to the user.

1.3 Domain

This module is meant to seamlessly integrate with other modules within the application, ensuring cohesive functionality.

1.4 Components

The Journey Builder module comprises the following components:

- a) Client: This component handles the user interface and interactions.
- b) Server: This component manages the backend operations and data processing.

1.5 End users

The module is intended for use by the CRM managers.

Functional and Non-Functional Requirements for Journey Builder

2.1 User's functionalities

The functionalities of the module are intended exclusively for authorized users. Only users with proper authorization should have access to the following functions:

Sorting the promotion list by name, time and date of creation, as well as time and date of the promotion's start.

Creating a promotion, which involves the following steps:

- a) Entering the promotion name.
- b) Selecting the time and date for the promotion to begin.
- c) Choosing the brand and currency associated with the promotion.



- d) Specifying the purpose of the promotion.
- e) Selecting users to participate in the promotion through filtering or by uploading a file.
- f) Choosing the promotion mechanics.
- g) Selecting the method of communication with the user.
- h) Selecting the channel (website or application) on which the promotion will be run.
 - Saving the promotion.
 - Saving and initiating the promotion.

2.2 Automatic operations

The module provides automatic execution of the following operations:

- Displaying the list of promotions in chronological order based on their creation time and date, with the newest promotions appearing first.
- Assigning a unique ID to each promotion.
- Notifying the successful loading of a CSV file containing a list of promotion participants.
- Sending a message to the participants of the promotion.
- Automatically restarting the module if the connection with the server is lost.
- Displaying error messages when necessary.
- Validating the completion of required fields to ensure data integrity.

2.3. The module should ensure that the following nonfunctional requirements are met:

- Development as a Web Application: The module should be developed and implemented as a web-based application.
- Displaying data as a table: The module should present data in a tabular format for easy visualization.
- Compatibility with Google Chrome: The module should be fully functional and compatible with the current versions of the Google Chrome web browser.
- Data transfer in JSON format: The module should utilize JSON (JavaScript Object Notation) format for efficient and standardized data exchange.
- Interaction via HTTPS protocol: The module should communicate and interact with other modules securely using the HTTPS protocol.
- Recovery mode functionality: The module should incorporate a recovery mode to handle and resolve any malfunctions or errors.
- High availability: The module should aim for a minimum availability of 99.5%, with downtime not exceeding 3.5 hours per month.
- CSV user import: The module should provide the ability to import users from CSV (Comma-Separated Values) files.
- Email and SMS notifications: The module should support email and SMS notifications as communication channels for interacting with promotion participants.

INTERACTION OF THE MODULE WITH OTHER MODULES/SYSTEMS

3.1 The module is designed to seamlessly interact with other application modules and systems in order to receive and transfer the necessary data required to perform its functionality. This interaction ensures smooth collaboration and integration with the broader application ecosystem.



B) CUSTOMER RELATIONS AUTOMATION (CRA) MODULE

Description

1.1 Purpose of the module

The Customer Relations Automation (CRA) module belongs to the CRM system class and is designed to effectively manage customer relationships. The module aims to achieve the following objectives:

- Automate the creation and management of various types of promotional campaigns throughout their lifecycle.
- Target promotional campaigns to specific customer segments.
- Collect statistics and analyze the results of these campaigns.

1.2 Implementation objectives

The primary objectives of implementing the CRA module are as follows:

- Attracting new customers to the main platform by utilizing personalized bonuses and other marketing tools.
- Stimulating the activity of existing customers to enhance their engagement and retention.
- Providing a comprehensive system for creating, managing, and analyzing promotional campaigns to achieve business goals.

1.3 Domain

The CRA module is designed to seamlessly work in conjunction with the main platform and other modules within the CRM system. It operates within the broader application domain to effectively manage customer relationships.

1.4 Components

The CRA module comprises the following essential components:

- Client: The user interface component that allows CRM managers, customer support staff, and CRM administrators to interact with the system.
- Server: The backend component responsible for processing requests, executing campaign management functionalities, and managing data.
- Database: Stores relevant data related to promotional campaigns, customer segments, and campaign results.

1.5 End users

The system caters to the following end users:

- CRM managers: This role has access to campaign creation, lifecycle management, and reporting functionalities.
- Customer support staff: This role can view customer profiles in terms of their participation in specific promotional campaigns, as well as add or remove customers from campaigns.
- CRM administrators: This role has full access to all actions within the system, including configuring access rights and settings.

Functional and Non-Functional Requirements for CRA

2.1 User's functionalities

The system provides the following functionalities to authorized users:

- View a list of all created campaigns.
- Create new campaigns.
- Set or edit parameters for campaigns, including:
 - 1) Campaign name.
 - 2) Mechanics type.
 - 3) Promo code.
 - 4) Campaign appearance date on the website.



- 5) Campaign start date.
- 6) Campaign end date.
- 7) Brand and currency.
- 8) Visibility of the campaign for unlogged customers.
- 9) Customer segment eligibility.
- 10) Campaign page or banner appearance.
 - Copy the settings of an existing campaign to create a new campaign.
 - Manually change the status of a campaign.
 - Search and filter campaigns in the list.
 - View a list of clients who have participated in a campaign.
 - View campaign statistics.
 - Manually add campaign members.
 - Download campaign results.
 - Create new loyalty programs.
 - Set or edit parameters for loyalty programs, including:
 - 1) Loyalty program name.
 - 2) Promo code.
 - 3) Loyalty program start date.
 - 4) Loyalty program end date (optional parameter).
 - 5) Brand and currency.
 - 6) Terms and bonuses.
 - 7) Loyalty program rules text.
 - Copy settings of an existing loyalty program to create a new one.
 - View statistics of loyalty program participants.
 - Manually complete loyalty programs.
 - The available functions may vary based on the user's role in the system.

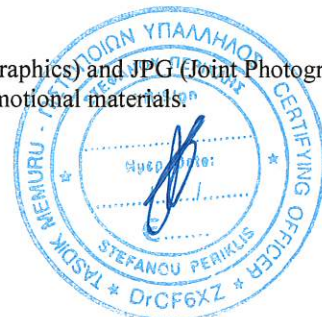
2.2 Automatic operations

The module automatically performs the following operations:

- Starting and ending campaigns or loyalty programs based on pre-set parameters.
- Checking if customers have fulfilled the conditions of a campaign.
- Determining if a campaign banner should be displayed to a specific customer.
- Verifying if a customer's actions comply with the terms of active campaigns.
- Calculating bonuses and rewards for eligible customers.

2.3 The module ensures that the following nonfunctional requirements are met:

- The client part of the system is implemented as a web application, providing accessibility and ease of use through web browsers.
- Access permissions and user functionalities are differentiated according to the role model, ensuring appropriate access and actions based on user roles within the system.
- The client application is designed to run and function correctly in the Google Chrome browser, ensuring compatibility and optimal performance.
- Interaction with other modules/systems occurs via the HTTP protocol, facilitating seamless communication and integration with other components of the system.
- The module supports the export of promotional campaign results in CSV (Comma-Separated Values) and XLSX (Microsoft Excel) file formats, enabling convenient data analysis and reporting.
- Customer lists can be imported from CSV file format, allowing easy and efficient data integration for campaign targeting.
- Supported image formats for banners include PNG (Portable Network Graphics) and JPG (Joint Photographic Experts Group), ensuring flexibility in designing visually appealing promotional materials.



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- Promo codes follow a specific format: they can be 3 to 20 characters in length and may consist of letters of the Roman alphabet, numbers, and special symbols. This format ensures consistency and usability in managing promo codes.
- Dates are displayed in the format DD.MM.YYYY, and time is displayed in the format HH:MM, providing a standardized and easily understandable format for users interacting with the system.

INTERACTION OF THE MODULE WITH OTHER MODULES/SYSTEMS

3.1 The module interacts with the following modules/systems:

- The platform: The module interacts with the platform to receive relevant data about the customer's account and their activities on the website or in the mobile application. This data is used for campaign targeting and personalization.

The DWH data warehouse: The module communicates with the data warehouse to provide the entire history of the customer's participation in campaigns. This information is shared with the data warehouse to facilitate analysis, reporting, and further data processing. The module ensures that the campaign participation history is accurately captured and made available for analysis within the data warehouse.

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C) Mass Messages Sender Module

Description

1.1 Purpose of the module

The primary purpose of this module is to facilitate mass marketing activities through various channels such as SMS, email, and WebPush messages.

1.2 Implementation objectives

The module is intended to be implemented as a dedicated messaging tool for the company, providing customization options to align with current business requirements. It aims to offer the capability to send messages to regions that may not be accessible through Salesforce's standard SMS messaging services. Essentially, the module's implementation seeks to reduce reliance on third-party solutions and enhance overall flexibility.

1.3 Domain

The module is designed to function either as an integral part of the Salesforce Marketing Cloud or within similar marketing solutions.

1.4 Components

The module comprises the following essential components:

- Client: The user interface component that allows marketers, analysts, and CRM managers to interact with the module.
- Server: The backend component responsible for processing requests, managing data, and executing marketing operations.
- API: Enables communication and integration with other modules or external systems.
- Database: Stores relevant data required for messaging operations and campaign management.

1.5 End users

The module caters to the following end users:

- Marketers: Individuals responsible for designing and executing marketing campaigns.
- Analysts: Professionals who analyze marketing data and extract insights for decision-making.
- CRM managers: Personnel overseeing customer relationship management and ensuring effective utilization of the module's features.

Functional and Non-Functional Requirements for Mass Messages Sender

2.1 User's functionalities

The module should provide the following functionalities to the user:

- Bulk send SMS, email, and push-messages.
- Retrieve the list of active mailings.
- Access the list of active user profiles.
- Retrieve the action list specific to a particular profile.
- Create, modify, and delete user profiles.
- Search for a profile and apply filters to the profiles list.
- Make requests to the Data Warehouse (DWH) to generate reports.
- Check the current status of a report.
- Download generated reports.
- Send individual SMS messages.
- Preview SMS content before sending.
- Subscribe and unsubscribe to WebPush notifications.

2.2 Automatic operations



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The module should automatically perform the following operations:

- Conduct mass mailings, including sending scheduled or triggered campaigns.
- Receive event data for a user from the Platform, capturing relevant user interactions and activities.
- Record data about sent messages in the SendLog, ensuring proper tracking and logging of messaging activities.

2.3 The module should ensure that the following nonfunctional requirements are met:

- Masking of customer personal and contact details: By default, the module should implement masking techniques to protect the personal and contact details of customers stored in the module, ensuring that sensitive information is not visible or accessible in its raw form.
- Logging of user actions: All user actions performed within the system should be logged, capturing relevant details such as the action taken, the user responsible, and the timestamp. This logging mechanism aids in auditing, tracking user activities, and maintaining a comprehensive record of system interactions.
- Restriction on customer data export: The module should enforce restrictions to prevent the export of customer data. This ensures that customer data remains within the system and is not easily transferred or shared externally, maintaining data privacy and security.
- Parallel processing of dispatches by region: Dispatches, such as SMS or email campaigns, should be processed in parallel, categorized by region. Within each region, dispatches should be processed sequentially based on the order of submission, following a first-in, first-out (FIFO) approach. This approach optimizes efficiency and ensures timely delivery of messages while maintaining the intended order within each region.

INTERACTION OF THE MODULE WITH OTHER MODULES/SYSTEMS

3.1 The module should interact with the following modules/systems:

- Salesforce Marketing Cloud or similar solution: The module should integrate with Salesforce Marketing Cloud or a similar marketing solution to receive relevant data, such as the list of customers to send messages to, the content of the messages, scheduling information, terms and conditions, and other mailing settings. This integration ensures seamless coordination with the marketing platform for effective campaign execution.
- Data Warehouse (DWH): The module should interact with the DWH to receive client events that serve as triggers for mailings. These events can include user actions or behaviors that initiate specific mailings. Additionally, the module should send reports containing data on mailing list conversions, including metrics such as opens, clicks, and link clicks. This interaction enables the module to leverage data from the DWH for targeted and personalized mailings while also providing analytics and insights on mailing performance.
- nMPC (Notification Message Processing Center): The module should facilitate the automatic sending of trigger-based transactional messages during various processes, such as registration, verification, and similar actions. This interaction allows for the timely and contextually relevant delivery of transactional messages to users, enhancing the overall user experience and engagement.

2





Адрес: бул. "Цариградско шосе" №111 П, гр. София 1784

Тел.: (02) 817 11 00 BIC / SWIFT: FINVBGSF

CREDIT TRANSFER CYPRUS

User Reference No:

Date of presentation:

14 / 07 / 2023

Beneficiary - name and address:

BEASTONE N.V.

SCHOOTBIJNACHTDOORMANWEG 40,

CURACAO

Beneficiary's account №:

MT03PYMX09014000002686220100001

Beneficiary's bank SWIFT/BIC code:

PYMXMTMTXXX

Beneficiary's bank - name and address:

FINANCE INCORPORATED LIMITED

CAPITAL BUSINESS CENTRE

BLOCK A FLOOR 2

Correspondent bank SWIFT/BIC code:

Correspondent bank of the beneficiary's bank:

Rate code:

Currency: Amount:

EUR 395,000.00

Details of the payment - Information for the beneficiary:

ACC TO SOFTWARE LICENSE AGR

DD 03.07.23

Ordering customer - name:

RILLIUS HOLDING LIMITED

Please debit our account with IBAN:

CY31116015070002140090003209

Currency:

EUR

Bank BIC:

FINVCY2N

FIB charges are:

Shared expense

Transfer value:

Status	Status date	Role	User
Created	14/07/2023 15:17:07	A	ANASTASIIA MUZYCHUK
Signed	14/07/2023 15:18:04	A	ANASTASIIA MUZYCHUK



Sign schema: A

**ANASTASIIA
MUZYCHUK**

Signed from My Fibank
Channel: Mobile; P: 93.109.240 34
Device ID: 97178077-***
Token ID: BC024766
Date: 2023.07.14 15:17 07 EET





Адрес: бул. "Цариградско шосе" №111 П, гр. София 1784

Тел.: (02) 817 11 00 BIC / SWIFT: FINVBGSF

CREDIT TRANSFER CYPRUS

User Reference No:

Date of presentation:

21 / 08 / 2023

Beneficiary - name and address:

BEASTONE N.V.
SCHOUT BIJ NACHT DOORMANWEG 40,
CURACAO

Beneficiary's account №:

MT03PYMX09014000002686220100001

Beneficiary's bank SWIFT/BIC code:

PYMXMTMTXXX

Beneficiary's bank - name and address:

FINANCE INCORPORATED LIMITED
CAPITAL BUSINESS CENTRE
BLOCK A FLOOR 2

Correspondent bank SWIFT/BIC code:

Correspondent bank of the beneficiary's bank:

Rate code:

Currency: Amount:

EUR 395,000.00

Details of the payment - Information for the beneficiary:

ACC TO SOFTWARE LICENSE AGR
DD 03,07,23

Ordering customer - name:

RILLIUS HOLDING LIMITED

Please debit our account with IBAN:

CY31116015070002140090003209

Currency:

EUR

Bank BIC:

FINVCY2N

FIB charges are:

Shared expense

Transfer value:

Status	Status date	Role	User
Created	21/08/2023 12:40:09	A	ANASTASIIA MUZYCHUK
Signed	21/08/2023 12:41:14	A	ANASTASIIA MUZYCHUK



Sign schema: A

ANASTASIIA
MUZYCHUK

Signed from My Fibank
Channel: Mobile; P: 93.109.240 34
Device ID: 97178077-***
Token ID: BC024766
Date: 2023.08 21 12:40 09 EET





Адрес: бул. "Цариградско шосе" №111 П, гр. София 1784

Тел.: (02) 817 11 00 BIC / SWIFT: FINVBGSF

CREDIT TRANSFER CYPRUS

User Reference No:

Date of presentation:

04 / 09 / 2023

Beneficiary - name and address:

BEASTONE N.V.

SCHOOTBIJNACHTDOORMANWEG 40,

CURACAO

Beneficiary's account №:

MT03PYMX09014000002686220100001

Beneficiary's bank SWIFT/BIC code:

PYMXMTMTXXX

Beneficiary's bank - name and address:

FINANCE INCORPORATED LIMITED

CAPITAL BUSINESS CENTRE

BLOCK A FLOOR 2

Correspondent bank SWIFT/BIC code:

Correspondent bank of the beneficiary's bank:

Rate code:

Currency: Amount:

EUR 395,000.00

Details of the payment - Information for the beneficiary:

ROYALTY PAYMENT FOR SEPTEMBER 2023

ACC TO SOFTWARE LICENSE AGR DD

03.07.23

Ordering customer - name:

RILLIUS HOLDING LIMITED

Please debit our account with IBAN:

CY31116015070002140090003209

Currency:

EUR

Bank BIC:

FINVCY2N

FIB charges are:

Shared expense

Transfer value:

Status

Status date

Role

User

Created

04/09/2023 14:49:27

A

ANASTASIIA MUZYCHUK

Signed

04/09/2023 14:52:24

A

ANASTASIIA MUZYCHUK



Sign schema: A

ANASTASIIA
MUZYCHUK

Signed from My Fibank
Channel: Mobile; P: 93.109.240 34
Device ID: 97178077-***
Token ID: BC024766
Date: 2023.09 04 14:49 27 EET

