

PAYMENT AGENT SERVICES AGREEMENT

01 August 2023

This Payment Agent services Agreement (this “**Agreement**”) is concluded between:

FRESHERA LTD., registered in Cyprus, under the Reg. No. HE 436547, having its registered address at Griva Digeni, 3, Patsalos House, 4th floor, Flat/Office 401, 6030, Larnaca, Cyprus (hereinafter called “**Subsidiary**”).

and

CETUS TECHNOLOGY N.V., registered in Curacao, under the Reg. No. 160923, having its registered address at Abraham de Veerstraat 9 Curaçao P.O. Box 3421 (hereinafter called “**Parent Company**”).

WHEREAS, “Parent Company” operates gaming platform

WHEREAS, “Parent Company” has all necessary authorizations and permits on the territory where incorporated

WHEREAS, “Subsidiary” would like to act as a payment agent for its Parent company.

WHEREAS, both companies have the same beneficial owners and therefore form a joint group of companies so both are jointly

interested such structure operates;

WHEREAS, both companies shall gain income in the process that shall be distributed as defined below.

1. SUBJECT

“Subsidiary” and “Parent Company” shall cooperate in a way which was described herein in order to provide services. During cooperation each Party shall undertake a specific role and tasks. All income gained from operations shall be distributed as described below.

2. OBLIGATIONS OF THE “PARENT COMPANY”

At all time “Parent Company” shall ensure all authorizations and permits required under the local laws shall be effective and maintained in due manner.

“Parent Company” shall be solely liable for services it provides to eventual customer.

“Parent Company” shall be solely liable for any delay in supply of services.

“Parent Company” shall at regular basis inform the Subsidiary on all changes in services including its specifications, quality, models, supply volume, stock remaining, warranty terms etc. So the “Subsidiary” be able make relevant changes on website.

“Parent Company” shall provide all documents, proof of orders, and proof of delivery as “Subsidiary” requires in case of Chargeback and other requests.



"Parent Company" authorizes the "Subsidiary" to act as an agent and enter into relevant agreements on acquiring in order to facilitate these services. "Parent Company" shall authorize "Subsidiary" to agree on specific terms including fees etc.

3. OBLIGATIONS OF THE "SUBSIDIERY"

"Subsidiary" may assist Parent company with all matters regarding business development, technical maintenance and relevant updating and support.

"Subsidiary" may communicate and cooperate with bank-acquirer and / or data processor on behalf of Parent company under relevant agreement.

"Subsidiary" upon Parent company's request, shall amend information about specific services as "Parent Company" asks.

4. SETTLEMENTS

All funds received as a result of Parent Company's business shall be wired to the "Subsidiary" according to relevant agency agreement hereto. Both parties understand that from funds will be deducted the following amounts:

- Bank's fees
- Data processors fees
- Rolling deposit (for a period up to 180 days)

5. FINAL PROVISIONS

This agreement is executed in two exemplars in English in equal legal force.

The agreement comes into force on the moment of its signing by both Parties and remain valid for the period of 10 year if not prior terminated by written notice.

The Agreement shall be extended for successive terms of 1 year if neither Party notifies the other Party of its intent to terminate this Agreement at least 30 days before the end of the term.

6. SIGNATURES OF THE PARTIES



FRESHERA LTD

David Jose Avila Sherwood

Date: 01.08.2023

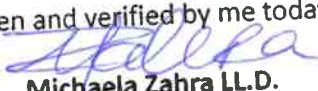


CETUS TECHNOLOGY N.V

David Jose Avila Sherwood

Date: 01.08.2023

Certified true copy of the original document
seen and verified by me today 14/11/2025


Michaela Zahra LL.D.

Notary Public & Commissioner for Oaths
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