

CONSULTANCY AGREEMENT

This Consultancy Agreement ("Agreement") is made and entered into as of 1st of July 2025, by and between:

Ads Global Limited, a Company duly incorporate in Hong Kong with business registration number 73692602, having its registered address at Unit 704C, 7/F, Block 3, Nan Fung Industrial City, 18 Tin Hau Road, Tuen Mun, N.T., Hong Kong, (hereinafter referred to as the “Client”)

and

Win Pro Games B.V., a Company duly incorporate in Curacao with registration number 164229 having its registered address at Abraham Mendez Chumaceiro Boulevard 03 4750, Curacao, (hereinafter referred to as the “Consultant”).

1. Engagement of Services

The Client hereby engages the Consultant, and the Consultant agrees to provide the consulting services described below:

Scope of Services:

The Consultant shall provide professional consulting services to the Client, including but not limited to:

- 1.1. Advising on the strategic direction of the Client to ensure alignment with its business objectives in analytical services and digital marketing.
- 1.2. Assisting in the identification and management of risks, including market, operational, regulatory, and financial risks; recommending policies and procedures to mitigate such risks.
- 1.3. Recommending best practices in corporate governance, including board effectiveness, transparency, and ethical business conduct.
- 1.4. Facilitating effective stakeholder management, including engagement with clients, shareholders, regulators, and external parties; advising on reputation and brand management.
- 1.5. Providing any other consultancy services mutually agreed upon in writing by the parties.

2. Term of Agreement

This Agreement shall begin on 1st of July, 2025 and shall continue for a period of twelve (12) months, unless earlier terminated in accordance with clause 6. of this Agreement. The term may be extended by mutual written agreement.

3. Fees and Payment

The Client shall pay the Consultant fees at a rate of €250 (two hundred fifty euros) per hour for services rendered under this Agreement. Payments shall be made by the Client to the Consultant's designated bank account, details of which will be provided on each invoice.

Invoices will be issued monthly in arrears and shall be payable within 30 days of the date of invoice.

4. Independent Contractor Status

The Consultant shall provide the Services as an independent contractor. Nothing in this Agreement shall be construed to create a partnership, joint venture, or employment relationship between the Client and Consultant.

The Consultant shall be solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including insurance and employee benefits, if applicable.

5. Confidentiality

5.1 Confidential Information

Both parties agree to keep confidential and not disclose to any third party any confidential or proprietary information received during the course of this Agreement, including but not limited to business operations, strategies, customer information, or intellectual property.

5.2 Exceptions

This obligation shall not apply to information that:

- (a) was known to the receiving party prior to disclosure;
- (b) becomes publicly known through no fault of the receiving party; or
- (c) is disclosed pursuant to legal obligation, provided notice is given to the other party.

This clause shall survive the termination of this Agreement.

6. Termination

6.1 Termination for Convenience

Either party may terminate this Agreement for any reason upon thirty (30) days' written notice.

6.2 Termination for Cause

Either party may terminate this Agreement immediately if the other party materially breaches any provision and fails to cure such breach within ten (10) days of receiving written notice.

6.3 Effect of Termination

Upon termination:

- The Consultant shall cease work and deliver all work completed to date.
- The Client shall pay the Consultant for Services rendered up to the date of termination.

7. Indemnification

Each party agrees to indemnify, defend, and hold harmless the other from any and all claims, damages, liabilities, and expenses arising out of its own acts or omissions in connection with this Agreement.

8. Limitation of Liability

In no event shall either party be liable to the other for any indirect, incidental, consequential, or special damages, including lost profits, even if advised of the possibility of such damages.

9. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Hong Kong, without regard to its conflict of law principles. Any disputes shall be resolved in the courts located in Hong Kong.

10. Notices

Any notices, confirmations or any other kind of notifications required to be given under this Agreement shall be made in writing and delivered to the respective Party at the e-mail addresses specified below or at such address as either Party may specify in writing:

For the Client: legal@adsgloballimited.com

For the Consultant: legal@winprogames.com

11. Entire Agreement

This Agreement constitutes the entire agreement between the parties. It supersedes all prior or contemporaneous understandings or agreements, whether written or oral, relating to the subject matter.

Any amendments or modifications must be in writing and signed by both parties.

12. Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

13. Force Majeure

Neither party shall be liable for delays or failure in performance resulting from acts beyond its reasonable control, including but not limited to acts of God, acts of war, epidemics, or government restrictions.

14. Counterparts and Electronic Signatures

This Agreement may be executed in counterparts and via electronic signature, each of which shall be deemed an original and together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Consultancy Agreement as of the date first written above.

For the Client

For the Consultant



Juris Lazdans
Director



Christos Rialas
Director