



Services Agreement

Ref. No.: EVERUMNV250225

This Services Agreement (the “**Agreement**”) is made and entered into this on the [25/FEB/2025], by and between:

IGA Group Ltd (IGAdvisors Ltd C81520, IGAML Ltd C97042 and IGA Corp Services Ltd C98983), companies duly registered under the laws of Malta, having registered address at 64, 'Excalibur', B.Bontadini Street, Birkirkara, BKR 1737, Malta (hereinafter referred to as “**IGA**” or the “**Service Provider**”).

AND

Everum N.V., a company duly registered under the laws of Curacao bearer of company registration number 138729, having registered address at Kaya Richard J.Beaujon Z/N, Curaçao (the “**Client**”).

WHEREAS the Client desires to engage the Service Provider to provide the Services as described in detail in the attached Appendix or Appendices, as the case may be, and the Service Provider has accepted the engagement to perform such Services in accordance with the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the terms and conditions set forth in this Agreement, the Parties agree as follows:

1. DEFINITIONS & INTERPRETATIONS

1.1. For the purpose of this Agreement, and unless otherwise expressly states, the following terms shall have the following meaning respectively assigned to them:

“ Agreement ”	means this agreement, including any schedules, annexes or appendices hereto, and any document expressly incorporated in this Agreement;
“ Applicable Law ”	means any law, rule or regulation of Malta which is applicable to the Parties; any lawful determination, decision or direction of a Government

	Agency applicable to Service Provider or the Client's use of the Service; and any applicable international convention or agreement;
"Business Day"	means any day other than Saturday, Sunday or a public holiday in Malta, provided that the working hours during any particular Business Day is the time between 09:00 and 17:00;
"Claim"	means any claim or cause of action, including but not limited to, a claim arising in contract, in tort, out of criminal act or omission or otherwise at law;
"Client Information"	means all data collected and stored on a Client, including, without limitation, name, identification number, address, telephone and facsimile number, email address, Services required and/or rendered and Fees incurred and/ or paid;
"Client"	means the legal entity or individual named as the client in the Agreement;
"Commencement Date"	means the date on which this Agreement would have been executed by both Parties;
"Confidential Information"	means any and all information or material in any written, oral, electronic or other form, furnished or disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") including, without limitation all information, documents, charts, sheets, diagrams, agreements, policies, opinions and letters, formulations, computer programs, data, technology of the Disclosing Party's system, network and interfaces, know-how, designs, inventions not yet revealed to the public, discoveries, marketing models and plans, clients and customers of either of the Parties, information arising out of the use of confidential information, trade and business secrets, finances, business plans and models of the Disclosing Party. Except as otherwise indicated in this Agreement, the term "Disclosing Party" shall also mean all entities associated or affiliated with or related to the Disclosing Party. For the avoidance of doubt, Confidential Information shall include any such information disclosed by the Disclosing Party to the Receiving Party prior to the signing of this Agreement;



<i>“Due Date”</i>	means the date or period by when an invoice or a request for payment must be paid, as specified in its relevant Appendix or otherwise in the said invoice or request for payment, or if no such date or period is specified, seven (7) days from the date of issuance as indicated on that particular invoice or request for payment;
<i>“Duration”</i>	means the duration of this Agreement commencing on the Commencement Date and ending on the Termination Date as may be indicated in the relevant Appendices;
<i>“Fees”</i>	means the fees payable by the Client to the Service Provider in respect of the Services, as more specifically defined in in the Appendix or each of the respective Appendices to this Agreement, as the case may be;
<i>“Force Majeure”</i>	means anything outside the reasonable control of the Parties affected and without its fault or negligence excluding inability to pay the Fees in terms Clause 3 of this Agreement, however including, but not limited to: acts of God, acts or omissions of civil or military authority, war declared or undeclared, blockade, disturbance, any natural disaster such as lightning, fire, earthquake, typhoon, storm, flood, unusually severe weather conditions, explosion or meteor, embargoes, epidemics, pandemics, terrorist acts, riots, insurrections, government regulations, or by law or any power lawfully exercised by a Government Agency, any change in an Applicable Law, compliance with any statutory, regulatory or legal obligation, work stoppages, industrial disputes of any kind, inability to secure products or services of other persons or transportation facilities or acts or omissions or transportation carriers;
<i>“Government Agency”</i>	means any government or government department, administrative, fiscal, governmental, judicial, or supervisory or regulatory agency, authority, body, commission, department, tribunal in any part of the world;
<i>“Intellectual Property Rights”</i>	means any current and future registered and unregistered rights in respect of patents, designs, trademarks, domain names, copyright, design rights, data base rights, Confidential Information, trade secrets,

	brand names or logos, inventions or discoveries, the right to use any trade names, property rights and all rights or forms of similar protection;
<i>“Official”</i>	means the 'Key Official' i.e. natural person nominated to assume the commensurate key function as agreed between Service Provider and the Client, as indicated in the relevant Appendices;
<i>“Related Entity”</i>	means IGA Advisors (CY) Ltd HE430060, IGA CORP Services (CY) Ltd HE430064, IGAML Ltd HE432489, IGA Trust B.V 154605 and any person, firm or entity which, directly or indirectly, is controlled by, or under common control with the Service Provider, including the ultimate controlling entity, provided that the term <i>“control”</i> means at least ten percent (10%) of the shares or voting rights, as the case may be;
<i>“Service Provider”</i>	means IGAdvisors Ltd C81520, IGAML Ltd C97042, IGA Corp Services Ltd C98983, and/or any other Official that will be specified in the relevant Appendix
<i>“Services”</i>	means the Service Provider’s services, as more specifically defined in the Appendix or each of the respective Appendices to this Agreement, as the case may be;
<i>“Termination Date”</i>	means the date when the Service is completed or the date when the Agreement is terminated in terms of Clause 5 hereof;

- 1.2. The headings are being inserted for convenience only and shall not affect the construction and interpretation of this Agreement.
- 1.3. Words importing one gender include all other genders and words importing the singular include the plural and vice versa, and reference to a ‘person’ shall include a natural person, a company, partnership, joint venture, association, corporation or other body corporate and a Government Agency.
- 1.4. References to statutory provisions shall be construed as references to those provisions as respectively amended or re-enacted or as their application is modified by other provisions (whether before or after the date hereof) from time to time and shall include any provisions of which they are re-enactments (whether with or without modification).



- 1.5. References to a document includes all amendments or supplements to that document, or its replacements.
- 1.6. References to a Party to a document includes that Party's successors and permitted assignees.
- 1.7. References to an agreement, other than this Agreement, includes an undertaking, deed, agreement or legally enforceable arrangement or understanding, in writing.
- 1.8. Any covenant by a Party not to do any act or thing shall be deemed to include an obligation not to permit or suffer such an act or thing to be done by another person.
- 1.9. Where the day on or by which something must be done by Service Provider is not a Business Day in Malta that thing must be done on or by the following Business Day.

2. ENGAGEMENT FOR THE PROVISION OF SERVICES

- 2.1. By virtue of this Agreement, Client hereby engages the Service Provider who accepts to provide the Services, as more specifically defined in the Appendix or each of the respective Appendices, as the case may be, to the Client as agreed to in writing from time to time, which engagement shall be subject to the terms and conditions of this Agreement and any other specific requirements or conditions as specified in any Appendix or Appendices. Such Appendix or Appendices shall be deemed to be an integral part of this Agreement.
- 2.2. The Service Provider may perform any of the obligations or exercise any of the rights under this Agreement either itself or through a sub-contractor, at its own discretion, provided that the Service Provider shall at all times remain the responsible party towards the Client. In the event of the appointment of a sub-contractor, the Service Provider shall ensure that the sub-contractor is bound by all the Service Provider's obligations under this Agreement in general and in particular in relation to all confidentiality obligations as contained herein.

3. FEES



- 3.1. In consideration for the Services rendered by the Service Provider pursuant to this Agreement, the Client shall pay or cause payment to the Service Provider the applicable Fees as defined in each of the respective Appendices and any disbursements or other charges, where applicable and mutually agreed to in writing from before.
- 3.2. Any deposits due according to the respective Appendices shall be due prior to the commencement of any work herein envisaged, if and where applicable.
- 3.3. The Client agrees to pay the Service Provider for any ancillary services not specified in any Appendix, but which are integral for the fulfilment of the specified Services, provided that the Service Provider would have obtained prior written consent from the Client for such ancillary services as per the modes stipulated in Clause 24.1
- 3.4. The Client hereby agrees to be liable to the Service Provider for any disbursements and/or out of pocket expenses made by the Service Provider in the process of adhering to this Agreement and/or the Appendices, provided that the Service Provider would have obtained the prior written consent by the Client before incurring any such disbursements and/or out of pocket expenses.
- 3.5. The Fees and other charges, where applicable and mutually agreed, payable by the Client to the Service Provider, do not include any Value Added Tax (VAT) or any other form of indirect taxation, duties, taxes or similar imposts which may be imposed on the Client from time to time in relation to the Services.
- 3.6. The Service Provider reserves the right to re-issue any invoice if any error is subsequently discovered.
- 3.7. The Service Provider shall invoice the Client in line with the provision of this Agreement and the respective Appendices. The Client shall pay each invoice or request for payment in accordance with the respective Appendices. Unless the specific consent of the Service Provider is obtained, the Client shall pay without set off or counterclaim and free and clear of any withholding or deduction and in the manner specified in the invoice or request for payment.



- 3.8. If a payment due by the Client to the Service Provider under the Agreement is not received by the Due Date, without prejudice to the Service Provider's right to terminate this Agreement in accordance with Clause 5 below, the Service Provider reserves the right to charge interest in respect of the overdue amount calculated daily from the Due Date until the date of payment at an interest rate of eight percent (8%) per annum. The Client shall also be responsible for all costs incurred by the Service Provider (including legal costs) in the collection of any payment not received by the Due Date.
- 3.9. The Service Provider reserves the right to adjust service fees at its discretion, provided that such adjustments do not exceed 5% per annum. The Service Provider shall provide reasonable notice of any fee adjustments, and continued use of services by the Client after such notification shall constitute acceptance of the revised fees.
- 3.10. All enquiries concerning any invoice or request for payment shall be made to Service Provider within five (5) days of the date shown in that particular invoice or request for payment, or otherwise such invoice or request for payment shall be deemed to be accepted by the Client.
- 3.11. For work carried out by the Service Provider outside Business Hours, the following rates shall apply:
- i. Double the hourly rate on weekdays, outside Business Hours; and
 - ii. Triple the hourly rate on weekends.

4. PAYMENT OF TAX

- 4.1. Both Parties warrant that each respective Party shall be solely liable to pay any and all applicable foreign, national, state and local taxes, including without limitation to use, sales, value-added, withholding, surcharges, excise, franchise, property, commercial, gross receipts, licence, privilege or other similar taxes, levies, surcharges, duties, fees, or other tax-related surcharges that may arise as a result of this Agreement.



5. DURATION AND TERMINATION

- 5.1. This Agreement shall commence on the Commencement Date and shall remain in full force and effect for one (1) year (i) The last Service which would have been completed and delivered by the Service Provider to the Client in accordance with its respective Appendix, or (ii) the last payment made by the Client to the Service Provider in respect of any Fees, disbursements or other charges for any Service provided in accordance with its respective Appendix, whichever occurs the latest, unless terminated earlier by any of the Parties in terms of this Agreement
- 5.2. This Agreement shall be automatically renewed after one (1) year unless agreed otherwise by the parties in writing.
- 5.3. The Service Provider may terminate this Agreement with immediate effect by giving written notice to the Client to that effect if:
- a. the Client has committed a material breach of any of the terms and conditions of this Agreement, including the non-payment of any amounts due to the Service Provider, Related Entities and/or Official/s under this Agreement, and has failed to remedy such breach within thirty (30) days of receipt of a written notice (or seven (7) days if such breach is for non-payment of any amounts due under this Agreement) from the Service Provider specifying the nature of the breach and containing a warning of an intention to terminate this Agreement if the breach is not remedied;
 - b. the Client fails to comply with any of its obligations under Clause 11, Clause 13 and Clause 14;
 - c. the Client becomes or there is reasonable suspicion for the Service Provider to believe that the Client will become insolvent or bankrupt, subject to a winding up proceeding, has a provisional administrator, liquidator or receiver appointed, is dissolved or in the process of dissolution, makes any arrangement for the benefit of creditors, ceases or threatens to cease to carry on business or initiates or becomes subject to any other form of insolvency proceeding; provided that this sub-paragraph shall apply to natural persons *mutatis mutandis*;
 - d. the Service Provider has become aware that material information provided by the Client was false, misleading or otherwise incorrect;



- e. a judgment is issued against the Client, the subject of which coincides with the subject matter of this Agreement;
 - f. the Client's business or main line of activity ceases or there is substantial change in the nature of its enterprise for any reason;
 - g. the Service Provider may no longer represent or assist the Client in terms of Applicable Law;
 - h. the Service Provider is unable to establish contact with the Client for a period longer than sixty (60) days;
 - i. the Client fails to collaborate in an adequate manner;
 - j. the Client's activities fall beyond the risk appetite of the Service Provider;
 - k. an interruption in Service caused by a Force Majeure event that continues for more than ninety (90) days.
- 5.4. The Client may terminate this Agreement with immediate effect by giving written notice to the Service Provider to that effect if:
- a. the Service Provider has committed a material breach of any of the terms and conditions of this Agreement and has failed to remedy such breach within thirty (30) days of receipt of a written notice from the Client specifying the nature of the breach and containing a warning of an intention to terminate this Agreement if the breach is not remedied;
 - b. the Service Provider fails to comply with any of its obligations under Clause 11, Clause 13 and Clause 14;
 - c. the Service Provider becomes insolvent or bankrupt, subject to a winding up proceeding, has a provisional administrator, liquidator or receiver appointed, is dissolved or in the process of dissolution, makes any arrangement for the benefit of creditors, ceases or threatens to cease to carry on business or initiates or becomes subject to any other form of insolvency proceeding.
- 5.5. Either Party may terminate the Agreement without cause only by giving three (3) months notice in writing to the other Party.



6. EFFECTS OF TERMINATION

- 6.1. If this Agreement is terminated due to the material breach of the Client under paragraphs a to d of Clause 5.3, the Client shall be liable to immediately pay to the Service Provider the total Fees, including any expenses and costs due under this Agreement, even if the Service is not as yet completed.
- 6.2. Termination shall not be of any prejudice to the Parties accrued rights arising from this Agreement or to the Parties obligations or clauses which by their very nature, must continue in force.
- 6.3. Without limiting the exclusions of limitations of liability in Clause 18, the Service Provider shall not be liable to the Client nor to any third-party for any loss resulting from or in connection with termination of the Agreement under Clause 5.

7. SURVIVAL CLAUSES

- 7.1. Those provisions of this Agreement which by their nature or implication are required to survive expiry or termination of this Agreement, including without limitation, the provisions of Clause 11, Clause 12, Clause 13, Clause 14 and Clause 17 shall so survive and continue in full force and effect, together with any other provisions of this Agreement necessary to give effect to such provisions.
- 7.2. Unless otherwise agreed in writing, this Agreement contains all the terms which the Parties have agreed in relation to the subject matter of the Agreement, and the Services and supersede any prior written or oral agreements, representations or understandings between the Parties relating to such subject matters.

8. CONFLICTS OF INTEREST

- 8.1. The Service Provider provides a wide range of services to a large number of clients and may be in a position where it provides services to entities whose interests may conflict/compete with those of the Client. The Service Provider cannot be certain that it will identify all such



situations which exist or may develop, and it is difficult for the Service Provider to anticipate all situations which the Client might perceive as conflicts of interest. The Service Provider does not consider itself as having a conflicting interest representing another client who is a business competitor, customer, supplier of the Client or who otherwise has an interest in an entity with which the Client has a relationship through ownership, contract or otherwise.

- 8.2. Notwithstanding the last preceding paragraph, should the Service Provider, Related Entities and/or Official/s learn, while servicing the Client, that such engagement creates substantial risk to an extent that it may adversely and materially affect the Service Provider's provision of Services to the Client, the Service Provider shall inform Client in writing of any conflict of interest or potential conflict.

Provided that in so doing, the Service Provider shall not breach Non-Disclosure Clauses governing the relationship between it and the 'conflicting client/s' and shall limit disclosure to descriptions of the conflicting interest.

9. INDEPENDENT CONTRACTOR STATUS

- 9.1. The Service Provider (and any person employed by the Service Provider) shall carry out and perform the Services as an independent contractor and is neither the employee nor the representative or agent of the Client. The Service Provider shall, accordingly, not present itself as the Client's employee, representative or agent in its dealings with third-parties to this Agreement. Similarly, the Service Provider shall enjoy full discretion and independence in the way it operates its business and conducts its operations, and shall be free to offer its professional services to other clients without having to consult the Client.

10. PROVISION OF INFORMATION BY THE CLIENT

- 10.1. The Client undertakes to make available and provide the Service Provider with all the documentation and information that is reasonably required by the Service Provider in order to provide the Services indicated herein, in a timely manner, and to allow a reasonable time and manner for the completion of a specific Services and/or carry out any procedural requirements having a deadline. The Client shall remain responsible and shall indemnify the



Service Provider, its Related Entities and/or Official/s for any damages, whether material or reputational, to the extent any document provided is fraudulent, and/or contains any misleading information, and/or is misrepresented by the Client.

- 10.2. In providing the Services, the Service Provider shall rely on information and documents provided by the Client and shall not be responsible for verifying their accuracy or completeness. The Client accepts full responsibility for the accuracy and completeness of the information and/or documentation it presents to the Service Provider. The Client binds itself to inform the Service Provider of any changes to the information originally presented by it.
- 10.3. The Service Provider shall not be held liable and shall not be responsible for any delays in providing the Services, or the inability to do so, to the extent such delay or inability is caused solely by the Client failing to provide such information necessary for carrying out such task whether *in toto* or through delays. The Client shall be charged as applicable for essential Services performed by the Service Provider to the extent caused solely by any failure to conclude any such Service due to the Client's lack of co-operation.

11. CONFIDENTIAL INFORMATION

- 11.1. The Parties agree and bind themselves to maintain as strictly confidential the contents of this Agreement and shall take all practical measures to ensure that information concerning each other's activities are not revealed to any third-party without the consent of the other Party.
- 11.2. Each Party shall take all reasonable steps to safeguard and protect Confidential Information. Such information is to be kept in a secure location and should be safeguarded and protected from any theft, loss, unauthorized use, unauthorized duplication or disclosure.
- 11.3. Each Party may only disclose the other Party's Confidential Information:
- a. to its employees, officers, representatives, agents, bankers, insurers or advisers who need to know such information for the purposes of carrying out the Party's obligations under this Agreement. Each Party must ensure that its employees, officers, representatives or



advisers to whom it discloses the other Parties' Confidential Information, comply with this Clause; and

- b. to the extent that this is required by law, by any court of competent jurisdiction, or by a Government Agency, or where there is a legal right, duty or requirement to disclose. Insofar as not prohibited, the disclosing Party shall use reasonable efforts to inform the other Party of the timing and content of any such mandatory disclosure prior to such disclosure being made.

- 11.4. Each Party undertakes that any member of its staff, employees, officer, agent, legal advisor, accountant or other professional engaged by it shall be bound by the confidentiality obligations set out in this Clause 11 and consequently shall offer an adequate standard of protection of data equivalent to the protection offered under the laws in force in Malta.
- 11.5. If the need to disclose any Confidential Information to any other third-party which does not fall within the scope of the exceptions set forth in Clause 11.3 above arises, the Party looking to make such disclosure shall seek prior written approval by the other Party to share any such information and shall only disclose such information once consent is given.
- 11.6. Each Party will accept full liability and will indemnify the other Party against any loss or damage, sustained or incurred, as a result of any breach of confidentiality.

12. INTELLECTUAL PROPERTY

- 12.1. Any Intellectual Property Rights relating to files and/or documents requested by the Client, as specified in more detail in the Appendix or Appendices, as the case may be, and delivered by the Service Provider to the Client, in their finalized state as part of the Service, shall be assigned to the Client. For the avoidance of doubt, the Service Provider shall retain all pre-existing Intellectual Property Rights, any Intellectual Property Rights created or acquired by the Service Provider through the Service Provider's own research, studies, deliberations and/or analyses carried out during the provision of the Service, including the creation of any drafts, and any intellectual property developed independently of the Services which is not based on the Client's intellectual property.



- 12.2. The Service Provider undertakes not to use, exploit, grant rights over or in any manner benefit from the Intellectual Property Rights of the Client except with the Client's prior written consent and subject to such terms and limitations as the Client may impose. The Service Provider further undertakes and warrants that it shall not make use, in any manner, of the Client's identity or co-operation for any marketing purposes unless written consent is previously obtained from the Client.

13. DATA PROTECTION

- 13.1. The Client acknowledges that during the performance of this Agreement, the Service Provider may process data relating to individual persons (the "***Personal Data***") such as the Client's shareholders, officers or employees, including, without limit, transferring it outside the country in which it is collected and/or disclosing it to third parties. For the purposes of this Agreement, the term "***Personal Data***" shall have the meaning set forth in Article 4 of the EU Regulation 2016/679, known as the General Data Protection Regulation ("***GDPR***").
- 13.2. The Service Provider acknowledges that during the performance of this Agreement it may act as data controller, as defined in the GDPR, and shall therefore ensure the full compliance with any and all data protection applicable laws and shall undertake to process any data (including, without limitations, any Personal Data) in accordance and in compliance with any and all applicable laws of the European Union, including GDPR, and any implementing legislation, rules, or regulations issued by applicable supervisory authorities.
- 13.3. The Service Provider undertakes to maintain strict security and confidentiality of the Personal Data, including but not limited, the Client Information. For the removal of any doubt, the Client Information should be considered as "***Confidential Information***" and be treated in accordance with the Clause 11 above.

14. ANTI-MONEY LAUNDERING

- 14.1. Both Parties undertake to comply with any internationally applicable laws, regulations and directives, particularly relating to the area of Anti-Money Laundering and Combating Financing of Terrorism.



- 14.2. For the purposes of this Section 14, the Client irrevocably waives all its rights relating to its Confidential Information including Personal Data, Intellectual Property Rights and/or other Client Information in the event there is reasonable suspicion of crime (including but not limited to financial crime) and such suspicion is reported by the Service Provider to the relevant Government Agency.

15. REPRESENTATIONS & WARRANTIES

- 15.1. Each Party represents and warrants that:

- a. it has understood the terms of the Agreement;
- b. it is a legal entity of good standing which has been established and validly exists under the laws of the country of its incorporation, or is a person of good conduct and repute, as the case may be;
- c. it has the capacity, power and authority to execute, deliver and perform its obligations under this Agreement;
- d. the execution, delivery and performance of this Agreement has been duly authorised and all other actions required to be taken by it under its organisational documents or by Applicable Law, and by all contracts and agreements binding upon it have been undertaken;
- e. the execution, delivery and performance of this Agreement and the completion of the undertakings contemplated hereby will not violate or result in a breach of or default under any instrument or agreement to which any of the Parties is a party or is bound to, or violate any judgment, order, injunction, decree, or award against or binding upon that Party;
- f. it shall ensure that the performance of their activities is at all times in compliance with any Applicable Laws and/ or regulations;
- g. it will inform the other Party promptly in writing of any material changes to its constitution or business activity.

- 15.2. The Client further represents and warrants that it shall review and verify all its materials. The Client declares that any and all such materials shall be free of factual inaccuracies to the best of the Client's knowledge or any statements that may violate any Applicable Laws.



Additionally, the Client represents and warrants that to the best of its knowledge, the information contained in such materials shall be accurate in compliance with any Applicable Laws.

15.3. Moreover, the Client warrants and guarantees that its web properties, advertising, and any and all communications regarding its business activities do not, to the best of the Client's knowledge:

- a. contain malware, automatically download content, malicious scripts, or password phishing scams;
- b. contain material that infringes the rights of third parties (including, but not limited to, copyright, patent, trademark or any other intellectual property rights) or which promote copyright piracy;
- c. contain gratuitous displays of violence, obscene or vulgar language, abusive content or content which endorses or threatens physical harm;
- d. promote any type of hate speech or discrimination, whether based racial, political, ethnic, religious, gender-based, sexuality-based or any other identification;
- e. contain inappropriate newsgroup postings or unsolicited email (spam);
- f. contain fraudulent or misleading material, false representations or notifications;
- g. impersonate an entity, company, or organization of a third party;
- h. mimic functionality or warnings from an operating system, software or other content of a third party;
- i. disclose Personal Data or Confidential Information that is not publicly accessible and/or lacks required consent(s);
- j. disclose Personal Data or Confidential Information that is illegal to disclose;
- k. contain illegal, false, or deceptive investment advice and/or fraudulent money-making opportunities or schemes;
- l. contains material or information which require authorisation by a national competent authority, without the Client being actually authorised by such national competent authority;
- m. contain material which may be deemed indecent and/or violate the laws of any jurisdiction in which the Client is to engage, advertise or otherwise sell into;



- n. contain links to other sites, applications, or any other type of content presenting the characteristics details above.

15.4. The Service Provider further represents and warrants that it shall apply all of the experience, expertise and ability in providing the Services and in the performance of all work that may be necessary or advantageous to further the Client's business interests.

16. FORCE MAJEURE

16.1. In no event shall the Service Provider be responsible or liable for any failure, delay or interruption in the performance of its obligations under this Agreement arising out of or caused by, directly or indirectly, cases of Force Majeure, or for any loss or damage arising from it however long it shall last; provided however, that the Service Provider shall, as soon as reasonably practicable after the occurrence of any such event, (a) provide written notice to the Client of the nature and extent of any such Force Majeure condition and its effects on its ability to perform the Services; and (b) use commercially reasonable efforts, actions and precautions to remove any such causes and resume performance under this Agreement and the Appendices, as applicable.

17. NON-SOLICITATION

17.1. During the period commencing on the Commencement Date and ending two (2) year following the Termination Date, the Client shall not:

- a. without the Service Provider's prior written consent, directly or indirectly:
 - solicit or encourage any person to leave the employment or other service of the Service Provider, its Related Entities and/or Official/s; or
 - hire, on behalf of the Client or any other person or entity, any person who has left the employment within the two (2) year period following the termination of that person's employment with the Service Provider, its Related Entities, and/or Official/s.



- b. whether for its own account or for the account of any other person, intentionally interfere with the relationship of the Service Provider, its Related Entities and/or Official/s with, or endeavour to entice away from the Service Provider, its Related Entities and/or Official/s, any person who during the term of the Agreement is, or during the preceding one-year period, was an agent, officer, joint-venturer or other customer of the Service Provider, its Related Entities and/or Official/s.

18. INDEMNIFICATION AND LIMITATION OF LIABILITY

- 18.1. The Client hereby indemnifies and holds harmless the Service Provider, its Related Entities, including their officers and/or Official/s in their personal capacity, in respect of any costs, damages, expenses or loss of any nature arising directly or indirectly from this Agreement and/or the performance by the Service Provider of its obligations in terms of this Agreement.
- 18.2. Indemnity shall extend to cover any costs, damages, expenses or loss of any nature arising directly or indirectly from any omission, or inaction or imprecision or verification in respect of any information which is to be provided by the Client to the Service Provider in terms of Clause 10 herein, irrespective of whether this involves negligence or otherwise on the part of the Client.
- 18.3. The Client further undertakes at all times to keep the Service Provider, its Related Entities, Official/s and their directors, employees and mandatories harmless and fully indemnified against and in respect of all penalties, costs, expenses, damages, actions, proceedings, Claims, demands or liabilities whatsoever which may be brought, commenced or prosecuted against or incurred by the Service Provider relating to Services provided under this Agreement or which the Service Provider may be condemned to pay, and also against all costs, damages and expenses which the Service Provider may in any way pay or incur in defending or settling the same or otherwise in consequence of the Service Provider acting in the performance of its obligations under this Agreement, except in cases of any wilful misconduct or gross negligence of the Service Provider.



- 18.4. The Service Provider, its Related Entities and/or Official/s shall not be held responsible for any loss occasioned to any third-party acting or refraining from acting, as a result of any Services rendered to the Client, including but not limited to advice or guidance provided to the Client.
- 18.5. In the event of the Service Provider's suspension of its activities under this Agreement due to power failure or hardware malfunction, the Service Provider, its Related Entities (and their officers, agents or dependants), and/or Official/s shall not be held responsible for any damages or losses, direct or consequential.
- 18.6. The Service Provider, its Related Entities, and/or Official/s shall not be held responsible for any losses, penalties, surcharges, interest or additional tax liabilities arising from any late, incorrect or incomplete information provided by the Client or its representatives; or from the failure by the Client or its representatives to supply any important and relevant information; or from the Client's failure to act on the advice or guidance of the Service Provider or to respond promptly to the Service Provider or any Government Agency's communications.
- 18.7. In no event shall the Service Provider, its Related Entities, their directors or any employees, and/or Official/s be liable for any loss, damage, cost, or expense arising in any way from or in connection with fraudulent acts, fraudulent omissions, misrepresentation or wilful default on the part of the Client, except and only to the extent that the Service Provider, its directors or employees would have knowingly and intentionally contributed to such loss, damage, cost or expense through their own bad faith or wilful default.
- 18.8. Any liability to pay damages for any losses or damages arising from the breach of this Agreement by the Service Provider shall be limited to the Fees the Service Provider would have received for the specific Service from which such losses or damages would have arisen. No liability for loss of business or ancillary damage of the Client shall be incurred by the Service Provider.

19. WAIVER

- 19.1. No assent, express or implied, by one Party, to any breach or default by the other Party, shall be deemed to constitute a waiver or assent to any subsequent breach or default of the same or other term or condition of this Agreement.



- 19.2. No exercise or failure to exercise or delay in exercising any right or power or remedy vested in any of the Parties under or pursuant to this Agreement shall at any time constitute a waiver by that Party of that or any other right, power or remedy.
- 19.3. Any waiver, release or compromise or any other arrangement of any kind whatsoever which a Party gives or enters into in connection with this Agreement shall not affect any right or remedy of the same Party as regards the other Party or the liabilities of any other such Party under or in relation to this Agreement.
- 19.4. Any waiver of any right under this Agreement is only effective if it is in writing and it applies only to the Party to whom the waiver is addressed and to the circumstances for which it is given and shall not prevent the Party who has given the waiver from subsequently relying on the provision it has waived.

20. ALTERATIONS AND MODIFICATIONS

- 20.1. No amendments, alteration or modification of this Agreement shall be valid unless made in writing and executed by both Parties.

21. ASSIGNMENT & SUB-CONTRACTING

- 21.1. Neither Party shall assign, novate or otherwise transfer any right or obligation under this Agreement without the prior written consent of the other Party, provided that the Service Provider may assign, novate or otherwise transfer any of the said rights or obligations under this Agreement to a Related Entity and/or Official/s without the written consent of the Client.

22. SEVERABILITY

- 22.1. If any provision of this Agreement or part of a provision of such Agreement thereof is found by any Court or administrative body in Malta to be invalid, unenforceable or illegal, then the remaining provisions (other than the provision deemed to be invalid, unenforceable or illegal in terms of this Article) shall remain in force.



- 22.2. If any invalid unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the Parties.

23. ENTIRE AGREEMENT

- 23.1. The terms and conditions set forth herein, including any Appendices hereto, constitute the entire agreement between the Parties and superseded any communications or previous agreements, arrangement and negotiations with respect to the subject matter of this Agreement.

24. NOTICE

- 24.1. Any written notice which is required or permitted to be given or served under this Agreement shall be sent via email for the attention of and to the below respective addresses, and such notice shall be deemed duly served immediately.

To the Service Provider:

Attention: **Mario Fiorini**
E-mail: corporate@igagroup.com

To the Client:

Attention: **Maxim Brovko**
E-mail: max@everum.eu
and copy to everum@g-force-corporate-services.com

LANGUAGE

- 24.2. This Agreement and all documents and notices issued in connection thereto, shall be in the English language.

25. GOVERNING LAW

- 25.1. This Agreement, including all amendments, supplements, modifications, waivers and consents relating thereto, and all rights and obligations hereunder, including matters of validity and



performance shall be deemed to have been made in Malta, and the construction, validity, performance and enforcement of this Agreement shall be governed in all respects in accordance with the laws of the Republic of Malta, without giving effect to its conflicts of law provisions.

26. DISPUTE RESOLUTION

- 26.1. In the event that no settlement can be reached amicably within thirty (30) days in case of a dispute, such dispute, controversy, Claim or disagreement shall be settled by reference to arbitration under the Arbitration Rules of the Malta Arbitration Centre, in accordance with Part IV (Domestic Arbitration) of the Malta Arbitration Act (Cap. 387).
- 26.2. The arbitration shall be heard by (1) one single arbitrator appointed mutually by the Parties within a period of fifteen (15) days from the written notice of the dispute served by either Party upon the other. In default of such appointment, the arbitration shall be heard and determined by a majority of three (3) arbitrators, one (1) each appointed by the Parties and a third (3rd) appointed by the Parties' two (2) appointees.
- 26.3. The language of the hearing shall be English. All documents shall be submitted in English.
- 26.4. The award shall be subject to the Appellate jurisdiction of the Courts of Malta.

IN WITNESS WHEREOF, the Parties acknowledge that each has fully read and understood the terms of this Agreement, and, intending to be legally bound thereby, executed this Agreement on the date set forth above.



Director
Mario Fiorini
on behalf of IGA Group Ltd



Director
Global Related Services B.V. /Gouloud Hammoud
on behalf of Everum N.V.



Appendix 1 – Services and Fees

Ref. No.: EVERUMNV250225

Date: 25/FEB/2025

Services and Fees

The services to be provided by or procured by the Service Provider to or in respect of the Client are as indicated below:

Description	Fees / hourly rate
Secretarial Service	€ 65
Administration Service	€ 85
Accounting	€ 85
Corporate Advisory	€ 100
Gaming Advisory	€ 150
Legal Advisory	€ 200
AML/CFT Advisory	€ 250
Tax Advisory	€ 250

Terms of Payment

- Payment for Services outlined hereinabove shall be paid within fifteen (15) days from presentation of invoice or request for payment.
- Payment for service shall be paid monthly.
- Work on the Services indicated above shall commence following the receipt of the payment or the proof of payment by the Service Provider, whichever comes first.

Further Terms and Conditions

- a. This Appendix is subject to the terms and conditions of the Services Agreement entered into between the Parties. In case of conflicting terms and conditions between the two documents, this Appendix shall prevail.
- b. The conditions specifically set forth in this Appendix are applicable only to the abovementioned Services.
- c. The scope of the abovementioned Services is limited to the description/s set forth hereinabove.
- d. Any further requested services not specified hereinabove shall be charged at the applicable hourly rates.



Director

Mario Fiorini

on behalf of IGA Group Ltd



Director

Global Related Services B.V. / Gouloud Hammoud

on behalf of Everum N.V.