

ADDENDUM No. 1

to the Payment Agent Agreement No. 01/02-2023 dated February 14, 2023

This Addendum № 1 (hereinafter "**Addendum**") to the Payment Agent Agreement No. 01/02-2023 dated February 14, 2023 (hereinafter "**Agreement**") is made and entered into on February 15, 2023 (hereinafter "**Effective date**") between:

- 1) **GAMEPLAY INTERNATIONAL B.V.**, limited liability company incorporated under the laws of Curacao and having its registered office at: 1, Dr. Henri Fergusonweg, Willemstad, Curacao (the "Principal"), and
- 2) **FESTIVEX LIMITED**, limited liability company incorporated under the laws of the Republic of Cyprus and having its registered office at: 5, A.G. Leventi, THE LEVENTIS GALLERY TOWER, Fl.: 13th, Apt.: 1301, Nicosia, 1097, Cyprus (the "Agent"),

collectively referred to as the "Parties" and individually as a "Party"

WHEREAS, the Parties have previously entered into the Agreement;

AND WHEREAS, the Parties wish to supplement the Agreement with provisions concerning payment execution on behalf of the Principal;

NOW, THEREFORE, the Parties hereby agree as follows:

1. PAYMENT EXECUTION

The Parties agree that the following obligations shall be incorporated into and deemed part of the Agreement:

1.1 The Principal authorizes the Agent to act as its designated payment facilitators for the purpose of executing payments to third-party beneficiaries on behalf of the Principal in connection with its contractual obligations, including but not limited to obligations arising from software licensing agreements, service agreements, consulting engagements, intellectual property arrangements, and other commercial or operational contracts entered into by the Principal in the ordinary course of its business.

1.2 This authorization applies not only to payments relating to the operation of the Website, but to any payment obligation validly incurred by the Principal, regardless of whether it arises from Website-related activities or other projects conducted under the License.

1.3 Any such payment shall be made only pursuant to a written instruction issued by the Principal. The instruction shall be in the form attached as **Appendix A** hereto and shall include, at minimum:

- (a) the beneficiary's legal name and payment details;
- (b) the amount and currency of the payment;
- (c) the scheduled payment date; and
- (d) the contractual basis or reference for the payment.

1.4 Appendix A may be updated from time to time by the Principal by written notice to the other Parties. Instructions issued substantially in accordance with Appendix A shall be considered valid for execution.

1.5 The Agent shall execute payment instructions in good faith and without undue delay, using funds held on behalf of the Principal. They shall not acquire any proprietary or beneficial interest in such funds and shall act solely in an administrative capacity.

1.6 Such payments shall be treated as pass-through disbursements and shall not be deemed part of the Agent's commission defined in Appendix No. 1 of the Agreement. They shall be accounted

for separately and shall not reduce or offset the Parties' entitlement to their respective fees under the Agreement, unless expressly agreed otherwise.

1.7 The Parties shall ensure that all payment instructions and executions comply with applicable regulatory, banking, and anti-money laundering standards.

2. APPENDIX A – PAYMENT INSTRUCTION TEMPLATE

PAYMENT INSTRUCTION

From: GAMEPLAY INTERNATIONAL B.V.,

To: FESTIVEX LIMITED

Date of Instruction:

Pursuant to Section 1 "PAYMENT EXECUTION" of the Addendum No. 1 to the Payment Agent Agreement dated February 14, 2023, you are hereby instructed to execute the following payment on behalf of the Principal:

- Beneficiary Name:
- Beneficiary Bank Details:
 - Bank Name:
 - SWIFT/BIC:
 - IBAN / Account Number:
- Amount:
- Currency:
- Payment Date:
- Invoice Reference:
- Description of Service:

3. MISCELLANEOUS

3.1 This Addendum forms an integral part of the Agreement and is governed by the same governing law and dispute resolution provisions.

3.2 All other terms of the Agreement remain unchanged and in full force and effect.

3.3 This Addendum may be executed in counterparts, each of which shall be deemed an original

THE PRINCIPAL

(SMES) Solutions for
Management and *
Employment Support N.V.
Director



THE AGENT

Demetra Philippou
Director



Date: 18.07.2025