



AGREEMENT FOR

VIRTUAL OFFICE SERVICES AND/OR USE OF DESIGNATED CENTER

THIS AGREEMENT is effective as per October 1st, 2022, by and between

CURMAAC N.V. d.b.a. Soli Virtual Office Park, a company duly organized and existing under the laws of Curaçao, at the Chamber of Commerce of Curacao registered under registration number 76107, having a principal place of business at Chuchubiweg 17. (Hereinafter referred to as the Provider ("the Provider")) and.

Carletta N.V., a company duly organized and existing under the laws of Curaçao, at the Chamber of Commerce of Curacao registered under registration number 142346, for the term of this Agreement having a principal place of business at Chuchubiweg 17, Curaçao (hereinafter referred to as the Client ("the Client")),

The parties hereby agree as follows:

1. Services Provided.

1.1. The provider shall provide the services selected below to Client on a nonexclusive basis:

Services	Monthly Fee	Selected Plan
1. Mailbox Plus Entitles the Client to receive mail at the Provider's Center specified in this Agreement ("designated Center"). The Client may use the address of the designated Center for business correspondence only ("Postadres").		
2. Telephone Answering Entitles the Client to a local telephone number and fax number determined by the Provider in the designated Center, personalized call answering service during normal business hours, and after business hours and weekend voicemail access.		
3. Virtual Office Includes all services detailed in sections 1 and 2.	EUR 125.00	X
4. Virtual Office Plus Includes all services detailed in sections 1 and 2; and in addition, the client is entitled the use of 2 days flex space and the use of 2 hours of meeting room at the designated Center.		

1.2. Additional Pay-as- you use, and additional variable services may be provided to Client on request. These services shall be invoiced separately in accordance with Section 4.2 hereof.

A handwritten signature in blue ink, appearing to be 'A10'.

Soli Deo Virtual Offices
Chuchubiweg 17
Willemstad, Curaçao

Phone : +599 9 844-0000
Fax : +599 9 461-0103

Email address : info@solideo.b
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A handwritten signature in blue ink, appearing to be a stylized 'C' or 'K'.

2. Location of Designated Center.

The designated Center shall be located at Chuchubiweg 17, Willemstad, Curaçao, or any other location as the Provider shall provide for during the term of this Agreement.

3. Automatic renewal/continuation of Agreement.

This agreement is effective as of the date stated above (The Commencement Date) and shall last until terminated by the client or by the provider pursuant to section 2.3 but shall last no less than one (1) month. As of the commencement date, the term shall be extended automatically for successive periods. All periods shall run to the last day to of the month.

4. Fees and Payment.

- 4.1 Standard services:** Fees for the selected Services by Client shall be charged to the Client at monthly intervals. The monthly fee and any recurring services selected by the Client are payable monthly in advance. Unless otherwise agreed in writing, these recurring services will be provided by the Provider at the specified rates for the duration of this Agreement (including any renewal). Specific due dates will be specified in the invoice to the Client.
- 4.2 Pay-as-you-use and Additional Variable Services:** Fees for pay-as-you-use services, plus applicable taxes, in accordance with the Provider's rates which may change from time to time, are invoiced in arrears and payable the month following the calendar month in which the additional services were provided. Specific due dates will be specified in the invoice to the Client. Where a daily rate applies, the charge for any such month will be 10 times the daily fee. For a period of less than a month the fee will be applied daily.
- 4.3 Registration Fee.** No registration fee will be charged.
- 4.4 Taxes and duty charges.** The Client agrees to pay promptly (i) all sales, use, excise and any other taxes and license fees which the Client is required to pay to any governmental authority (and, at the Provider's request, will provide to the Provider evidence of such payment) and (ii) any taxes paid by the Provider to any governmental authority that are attributable to the accommodation, where applicable, including, without limitation, any gross receipts, rent and occupancy taxes, tangible personal property taxes, stamp tax or other documentary taxes and fees.
- 4.5 Payments:** The Provider is continually striving to reduce its environmental impact and supports its clients in doing the same. Therefore, the Provider will send all invoices electronically (where allowed by law) and the Client will make payments via an automated method such as Direct Debit or Credit Card, wherever local banking systems permit unless another form of payment is offered to the Client as a qualified and current.
- 4.6 Key Account.** All amounts payable by the Client under this agreement may be assigned to other members of the Provider's group.
- 4.7 Late payment:** If the Client does not pay fees when due, a fee can be charged on all overdue balances. If the Client disputes any part of an invoice the Client must pay the amount not in dispute by the due date or be subject to late fees. The Provider also reserves the right to withhold services (including for the avoidance of doubt, denying the Client access to its accommodation, where



applicable) while there are any outstanding fees and/or interest or the Client is in breach of this Agreement.

- 4.8 **Changes to Fees:** The Client acknowledges that from time to time after the commencement date, the Provider may increase all Fee(s) upon thirty days written notice to the Client, in an amount equal to the greater of no more than (5) five percent, with respect to the first such increase and since the date of the immediately preceding increase with respect to all subsequent increases; provided, however, that the Provider may not increase the Fee(s) more than one time during any twelve-month period.
- 4.9 **Discounts, Promotions and Offers:** If the Client benefited from a special discount, promotion or offer, the Provider may discontinue that discount, promotion or offer without notice if the Client breaches these terms and conditions or becomes past due on two or more occasions.

5. Use.

- 5.1 The Client must not carry on a business that competes with the Provider's business of providing serviced office accommodations, virtual offices, or its ancillary services.
- 5.2 **The Client's name and address:** The Client may only carry on that business in its name or some other name that the Provider previously agrees.
- 5.3 Client's business activities include:
1. **To organize, market, promote, manage, support and operate all types of remote gaming activities, comprising of all types of games, betting and other operation of betting exchange, interactive casinos, bingos, lotteries, poker and other interactive games.**
 2. **The business of the company shall exclusively be conducted in an economic zone as expressed in the National Ordinance Economic Zones 2000 dated the twelfth day of February two thousand and one (P.B. 2001, number 18).**
- 5.4 **Permitted Use:** Client agrees to use the Services only for legal purposes. Use of the Services for any illegal or illicit purposes shall be considered a breach of this Agreement and grounds for immediate termination.

- a. **Use of the Center Address:** The Client may use the address of the designated center as Correspondence/ mailing address ("Postadres"). The Client is not permitted to use the address of the designated Center as their registered office address unless permitted by law and by the Provider and (if relevant) by local compliance rules. Any other uses are also prohibited without the Provider's prior written consent.

Use of Center address by Client only: Only the Client may use the address of the designated Center as either their business address and/or their correspondence address, and in accordance with section 5.5 hereof. The Client may not use the address of the designated Center for its own Clients or other



affiliated companies within the Group of the Client without entering into a similar and separate agreement with the Provider on the terms and conditions as agreed upon between Client and Provider.

- b. The Client can only register the company and/or person at the Chamber of Commerce and Industry of Curaçao together with a completed and signed **Address registration Permission form** as provided to the Client by Provider. This form must be presented upon registration of the company at the Chamber of Commerce and Industry of Curaçao.
- c. **Limited Power of Attorney.** Upon termination of this Agreement, the Client agrees to remove The Provider's address from all licenses, contracts, policies, etc., and remove or change the Client's address at the Chamber of Commerce and Industry in Curacao within thirty (7) days after termination of this Agreement. If the Client fails to make these changes at the Chamber of Commerce, the Client hereby expressly grants the Provider a limited power of attorney to make all necessary changes at the Chamber of Commerce and Industry of Curaçao in connection with the change of address (deregistration) of the Client.

2. Termination.

- a. Either the provider or the client can terminate this agreement at the end of any extension or renewal period, by giving at least one month written notice to the other.
- b. **Ending this Agreement immediately:** To the maximum extent permitted by applicable law, the Provider may put an end to this Agreement immediately by giving the Client notice and without need to follow any additional procedure if.

(a) the Client becomes insolvent, bankrupt, goes into liquidation, or becomes unable to pay its debts as they fall due, or

(b) the Client is in breach of one of its obligations which cannot be put right, or (c) its conduct, or that of someone at the Center with its permission or invitation, is incompatible with ordinary office use which shall be determined at the Provider's sole discretion.

If the Provider puts an end to this Agreement for any of these reasons it does not put an end to any outstanding obligations, including the payment of any additional services used as well as the monthly fee for the remainder of the period for which this Agreement would have lasted if the Provider had not ended it.

- c. **If the Center is no longer available:** If the Provider is no longer able to provide the services at the designated Center, then this agreement will end, and the Client will only have to pay monthly fees up to the date it ends and for the

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additional services the Client has used. The Provider will not be responsible to provide an alternative designated center to Client.

3. The Provider's Liability.

- a. To the maximum extent permitted by applicable law, the Provider will not be liable for any loss sustained because of the Provider's failure to provide a service because of any mechanical breakdown, strike, or termination of the Provider's interest in the building containing the Center.
- b. The client expressly and specifically agrees to waive and agrees not to make, any claim for damages, direct, indirect, punitive, special or consequential, including, but not limited to, loss of business, revenue, profits, or data, for any reason whatsoever arising out of or in connection with this agreement, any failure to furnish any service provided hereunder, any error or omission with respect thereto, from failure of all courier service to deliver on time or otherwise deliver any items (mail, packages, etc.) or any interruption of services.

4. Confidentiality.

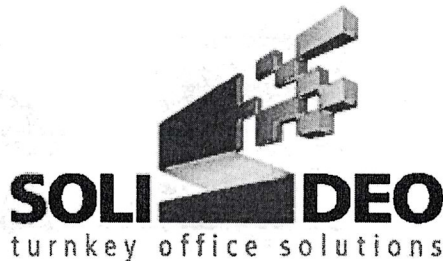
The terms of this Agreement are confidential. Neither the Provider nor the Client may disclose them without the other's consent unless required to do so by law or an official authority. This obligation continues after this Agreement ends.

5. Compliance.

The Client must comply with all relevant laws and regulations in the conduct of its business. The Client must do nothing illegal in connection with its use of the Business Center. The Client must not do anything that may interfere with the use of the Center by the Provider or by others, cause any nuisance or annoyance, increase the insurance premiums the Provider must pay, or cause loss or damage to the Provider (including damage to reputation) or to the owner of any interest in the building which contains the Center the Client is using. The Client acknowledges that (a) the terms of the foregoing sentence are a material inducement in the Provider's execution of this agreement and (b) any violation by the Client of the foregoing sentence shall constitute a material default by the Client hereunder, entitling the Provider to terminate this agreement, without further notice or procedure.

6. Miscellaneous.

- a. **Employees:** While this Agreement is in force and for a period of six months after it ends, neither the Provider nor the Client may knowingly solicit or offer employment to any of the other's staff employed in the designated Center. This obligation applies to any employee employed at the designated Center up to that employee's termination of employment, and for three months thereafter.



It is stipulated that the breaching party shall pay the non-breaching party the equivalent of one year's salary for any employee concerned. Nothing in this clause shall prevent either the Provider or the Client from employing an individual who responds in good faith and independently to an advertisement which is made to the public at large.

- b. **Client Representation of the Provider's employees:** Throughout the duration of this agreement, Client agrees that neither Client, nor any of Client's partners, members, officers, or employees will represent, or otherwise provide legal counsel to, any of the Provider's current or former employees in any dispute with, or legal proceeding against, the Provider, or any of the Provider's affiliates, members, officers, or employees.
- c. **License:** This Agreement is not a lease, nor does it convey any interest in real property. It merely creates a revocable license. The Provider retains legal possession and control of the facility located at Chuchubiweg 17 ("Designated Center"). The Provider shall not be responsible for any debts, (liability) claims of - or any taxes imposed by any third party of the Client such as the Tax Authority, or any other persons and/or affiliates related to the Client. All or any material part of the property or properties of the Provider or its affiliates shall not be subject to seizure or forfeiture or lien of any kind in connection with debts or claims of the Client or any of the persons and/or affiliates related to the Client.

The Client shall have no right to encumber, pledge, hypothecate or otherwise transfer this Agreement or any of Provider's Property, as security for any obligation or liability of the Client.

- d. **Notices:** All formal notices must be in writing to the address first written on the front page of the Agreement. It is the Client's responsibility to always keep their address of record up to date with the designated Center.
- e. **Rules and Regulations:** Any Client utilizing the physical space agrees to abide by the Provider's posted rules and regulations. Failure to do so may result in Client's use of the facilities being suspended or terminated.
- f. **Personal Data:** The Client acknowledges and accepts that its personal data may be transferred or made accessible to all entities of the Provider group, wherever located, for the purposes of providing the services herein.

7. **Applicable law.**

This agreement is interpreted and enforced in accordance with the law of the place where the relevant Center is located. If any provision of these terms and conditions is held void or unenforceable under the applicable law, the other provisions shall remain in force.

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8. Enforcing this agreement.

The Client must pay any reasonable and proper costs including legal fees that the Provider incurs in enforcing this agreement except that the Provider and the Client will bear their own arbitration costs in the event of arbitration.

IN WITNESS WHERE OF, the Parties or their authorized representatives have hereunder set their respective hands on the day and year first above written.

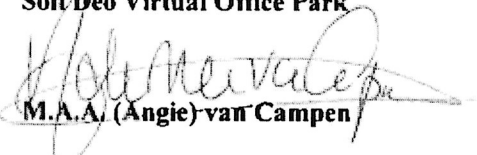
SIGNED for and on behalf of

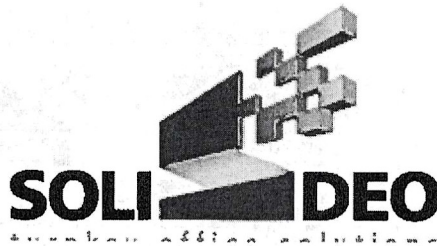
Carletta N.V.

Ms. Valentina Nedelco


SIGNED for and on behalf of

**CURMAAC N.V., d.b.a.
Soli Deo Virtual Office Park**


M.A.A. (Angie) van Campen



ADDRESS REGISTRATION PERMISSION FORM

Declaration Primary occupant/ Owner

I, the undersigned,

Company: CURMAAC N.V.
D.b.a.: Soli Deo Virtual Office Park
Registration number: 76107
Managing Director(s): Maria A.A. van Campen

Owner/ Primary occupant of:

Address: Chuchubiweg 17
City: Willemstad
Country: Curaçao

Hereby declare that:

- The company/person(s) as stated below shall have permission to register at the above-mentioned address for the purpose of:

- ☐ Use of Address as Mailing address only ("Correspondentieadres")
☐ Use of Address as Business address only ("Vestigingsadres")
☒ Use of Address as Mailing address and business address

Company/person

Name: Carletta N.V.,

Ultimate Beneficial Owner:

Ms. Valentina Nedelco

Signature

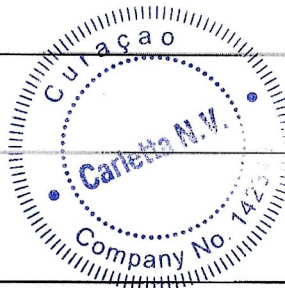
The undersigned hereby declares this information is true.

Place: Willemstad, Curaçao

Date: 1 October 2022

Signature:

Maria A.A. van Campen



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