



ADD-ON 3: REGULATORY LOCAL PRESENCE & COMMERCIAL CLARIFICATION ADDENDUM

To the Aquila Master Service Agreement, Add-On 1 (SLA), and Add-On 2 (DPA)

This Add-On 3 (“Addendum”) is entered into between Aquila B.V. (“Service Provider”) and the applicable client (“Client”) and supplements the Aquila Master Service Agreement together with all schedules and prior addenda. Execution of the Order Form constitutes acceptance of this Addendum.

In the event of conflict, this Addendum shall govern solely with respect to the matters expressly stated herein.

1. Regulatory Purpose / Non-Core Hosting Use

The Services consist solely of virtual infrastructure resources, connectivity, and related datacenter facilities located in Curaçao. Aquila does not provide compliance management, regulatory services, managed backup services, business continuity services, disaster recovery services, record management services, legal advice, licensing services, or regulatory advisory services unless expressly agreed in a separate written agreement.

2. Curaçao Local Server Requirement Clarification

The Service Provider has made infrastructure available in Curaçao for purposes of supporting applicable local presence requirements. No representation is made that such infrastructure alone satisfies any licensing, regulatory, compliance, audit, retention, or operational requirement.

The Parties acknowledge that applicable laws or regulator expectations may require certain records or systems to be available locally and that complete technical specifications, implementation standards, approval processes, retention rules, monitoring standards, or security requirements may evolve or remain unpublished.

Accordingly:

- (a) No absolute warranty, guarantee, or representation of regulatory sufficiency is given by the Service Provider.
- (b) The Service Provider does not guarantee issuance, renewal, maintenance, or approval of any license, permit, certification, or regulatory status.

- (c) The Service Provider has made commercially reasonable efforts to seek clarification from relevant authorities where appropriate.
- (d) The Services are provided as infrastructure only and remain subject to regulator interpretation, future guidance, and Client implementation.
- (e) Client confirms it has not relied upon the Service Provider for legal, tax, licensing, or regulatory advice.
- (f) Client acknowledges that satisfaction of any local presence, data retention, backup, recordkeeping, licensing, compliance, or regulatory requirement remains subject to the interpretation, discretion, approval, audit findings, guidance, policies, and enforcement position of the applicable regulator or governmental authority, and Aquila shall have no liability for any change thereto.

3. Client Compliance and System Responsibility

Client remains solely responsible for all filings, submissions, disclosures, representations, controls, and evidence required by any regulator or authority in connection with its business activities. Client is solely responsible for:

- (a) all applications, databases, operating systems, records, logs, backups, retention policies, reporting systems, compliance systems, and data stored or processed on the Services;
- (b) maintaining compliance with all applicable regulatory, licensing, legal, reporting, retention, and operational requirements;
- (c) validating that any records required by regulators are properly stored, accessible, complete, accurate, and retained for the required period.

Aquila has no obligation to review, verify, monitor, audit, validate, certify, or confirm any such matters.

4. Regulatory Change Requests

Client acknowledges that regulatory interpretations, expectations, standards, and technical requirements may change over time.

Aquila shall have no obligation to modify infrastructure, architecture, controls, retention policies, integrations, reporting capabilities, monitoring systems, certifications, or operational procedures except pursuant to a separately executed written agreement.

5. Suspension Notice / Cure Rights

Except where immediate action is reasonably necessary, as determined by the Service Provider in its sole reasonable discretion, due to security threats, fraud, sanctions or AML

concerns, legal or regulatory order, infrastructure emergency, or material risk to systems or third parties, the Service Provider shall provide prior written notice of suspension for breach and allow a reasonable cure period of not less than seven (7) calendar days where commercially practicable.

6. Valid Payment to Billing Designee

Client acknowledges that Aquila B.V. may utilize IGAdvisors Ltd., affiliates, payment processors, treasury entities, merchant-of-record providers, or other designated billing representatives for invoicing, collection, settlement, or payment administration purposes.

Unless otherwise expressly agreed in writing by Aquila B.V., Client payment obligations shall be deemed satisfied only upon actual receipt of cleared funds by Aquila B.V. or its designated treasury recipient.

Accordingly:

- (a) payment transmission to any intermediary, processor, correspondent institution, wallet provider, exchange, billing representative, or other third party utilized by Client shall remain at Client's risk until final receipt of cleared funds;
- (b) any failed transfer, intermediary insolvency, payment freeze, processor hold, compliance block, reversal, chargeback, unauthorized deduction, correspondent banking issue, currency conversion loss, or remittance failure occurring prior to final receipt shall not discharge Client's payment obligations; and
- (c) Aquila B.V. may suspend or refuse Services for nonpayment until cleared funds are fully received.

For avoidance of doubt, issuance of an invoice identifying a billing representative or payment channel does not constitute assumption by Aquila B.V. of intermediary insolvency, remittance, settlement, processor, banking, or collection risk unless expressly agreed in writing.

7. Data Retention / Deletion Notice

The Service Provider shall maintain reasonable baseline retention of Client data consistent with ordinary operational practices. Except where immediate deletion is required by law, security necessity, or written Client request, the Service Provider shall provide at least fourteen (14) days' prior written notice before permanent deletion of Client data.

No archival, backup, or restoration guarantee is created except where separately contracted in writing.

For avoidance of doubt, the notice period in this Section supersedes any shorter deletion or retrieval period stated in the MSA.

8. Client Early Termination Right After Initial Period

Sections 9.4, 9.5 and 9.6 of the Master Service Agreement are hereby superseded and replaced in their entirety by this Section.

Client may terminate the Agreement at any time upon thirty (30) days' prior written notice.

Where termination occurs before completion of the first two (2) months of the Initial Term, Client shall remain liable for all recurring fees that would have become due through the end of such two (2) month period, together with any unrecovered third-party commitments, reserved resources, dedicated infrastructure, custom implementation costs, migration costs, onboarding costs, or other non-cancellable commitments incurred specifically for Client.

Following completion of the first two (2) months of the Initial Term, Client may terminate the Agreement upon thirty (30) days' prior written notice, provided all accrued fees are paid in full and Client reimburses Aquila for any unrecovered third-party commitments, reserved resources, dedicated infrastructure, custom implementation costs, migration costs, onboarding costs, or other non-cancellable commitments incurred specifically for Client.

No additional early termination penalty shall apply.

9. No Advisory Relationship and No Reliance

Nothing in this Addendum creates any fiduciary, advisory, partnership, agency, or joint venture relationship between the Parties.

Client acknowledges and agrees that any discussions, meetings, calls, video conferences, emails, text messages, instant messages, presentations, proposals, demonstrations, technical recommendations, architectural guidance, regulatory discussions, commercial communications, implementation suggestions, or other communications provided by Aquila, its affiliates, employees, officers, contractors, agents, or representatives are provided solely for informational and commercial purposes.

Unless expressly stated in a separate written agreement signed by an authorized representative of Aquila, no such communication shall constitute legal, regulatory, licensing, tax, accounting, compliance, audit, operational, business continuity, disaster recovery, recordkeeping, or other professional advice.

Client acknowledges that it has not relied and shall not rely upon any such communication as a substitute for obtaining its own independent legal, regulatory, licensing, tax, accounting, compliance, technical, or professional advice.

Aquila shall have no liability arising from or relating to any action, omission, implementation decision, regulatory submission, licensing decision, business decision, or compliance determination made by Client in reliance upon any such communication.

10. Liability and Existing Protections

All Services provided under this Addendum remain subject to the liability caps, exclusions, disclaimers, and other protections contained in the Master Service Agreement.

Except as expressly amended herein, all terms of the Master Service Agreement, Add-On 1, and Add-On 2 remain in full force and effect.

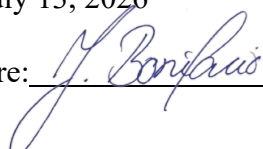
11. Signatures

For Aquila B.V.

Name: Johven Bonifacio

Title: Managing Director

Date: July 13, 2026

Signature: 

For Client

Name: eMagnus Curacao B.V.

Title: Managing Director

Date: 7/14/2026

Signature: 