



AQUILA MASTER SERVICE AGREEMENT

This Master Service Agreement (the "Agreement") is entered into as of July 13, 2026, by and between:

Aquila B.V., a company organized under the laws of Curaçao ("Aquila"); and **Great Star N.V.** (kvk **122623**), a company organized under the laws of Curaçao ("Client").

Aquila and Client may each be referred to individually as a "Party" and collectively as the "Parties."

1 Scope of Services

Aquila shall provide cloud hosting, virtual infrastructure, storage, connectivity, managed or unmanaged technical services, consulting services, and related offerings ordered by Client and accepted by Aquila (collectively, the "Services").

All Services are provided subject to this Agreement, any applicable order forms, invoices, service schedules, technical policies, acceptable use standards, and operational procedures, each as updated in accordance with this Agreement.

No order shall be binding unless accepted by Aquila.

2 Service Orders and Changes

Services may be requested through signed order forms, invoices, email confirmations, customer portals, support tickets, purchase orders, or other written records accepted by Aquila.

Aquila may accept or reject any request for Services in its sole discretion.

Upgrades, downgrades, migrations, expansions, custom work, professional services, or changes in scope may result in revised fees, specifications, timelines, or supplemental commercial terms.

Aquila may utilize subcontractors, carriers, cloud providers, software vendors, upstream providers, affiliates, or third-party service providers in delivering the Services.

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3 Fees and Payment Terms

All fees may be invoiced and collected by Aquila, IGAdvisors Ltd., Malta, any Aquila affiliate, treasury company, merchant of record, payment processor, or designated billing representative (each a "Billing Agent").

Payment instructions may identify Aquila, a Billing Agent, treasury company, merchant-of-record, affiliate, or designated payment recipient.

Client payment obligations shall be deemed satisfied only upon actual receipt of cleared funds by Aquila or its designated treasury recipient.

Transmission of funds to an intermediary, processor, exchange, wallet provider, correspondent institution, or other third party shall not discharge Client's payment obligations until cleared funds are actually received.

Unless otherwise agreed in writing, invoices are due within seven (7) calendar days of issuance.

Overdue amounts shall accrue simple interest at the lesser of one and one-half percent (1.5%) per month or the maximum lawful rate.

All payments shall be made in EUR in cleared funds and free of deductions, setoffs, counterclaims, chargebacks, reversals, withholding taxes, or similar offsets.

Client shall be responsible for all taxes, VAT, duties, levies, processor fees, banking fees, transfer costs, and similar charges, excluding taxes imposed solely upon Aquila's net income.

Any chargeback, reversal, disputed payment, returned transfer, or failure to pay when due constitutes immediate payment default.

Aquila and/or any Billing Agent may suspend Services immediately upon payment default.

Client shall reimburse Aquila and any Billing Agent for all reasonable collection costs, attorneys' fees, legal fees, expert fees, court costs, processor penalties, foreign exchange losses, enforcement expenses, and related costs incurred in connection with the collection or enforcement of Client's obligations under this Agreement.

4 Service Basis

Services are supplied on a commercially reasonable basis.

Unless expressly agreed in a separate written Service Level Agreement signed by Aquila, no guaranteed uptime, response time, restoration time, or performance metric applies.

Scheduled maintenance, emergency maintenance, denial-of-service mitigation, carrier

failures, upstream outages, routing changes, security responses, software updates, or infrastructure changes shall not constitute breach.

Aquila may modify hardware, software, vendors, routes, virtualization layers, network architecture, operating methods, or infrastructure components in the ordinary course of business provided that the Services remain materially consistent in overall functionality.

5 Backups and Data

Any backups, snapshots, replication, redundancy, or disaster recovery measures are courtesy operational measures unless expressly contracted as managed backup services.

Aquila does not warrant backup completion, retention continuity, restoration success, recovery point objectives, or recovery timelines.

Client remains solely responsible for maintaining independent backups of all systems, applications, credentials, databases, and critical data.

Following the effective termination date of this Agreement, Aquila may permanently delete Client data, records, backups, snapshots, images, virtual machines, archives, and related materials after ten (10) calendar days without liability to Client.

Aquila shall have no obligation to retain logs, archives, images, backups, snapshots, or historical records beyond its standard retention periods.

6 Acceptable Use and Compliance

Client shall not use the Services for unlawful conduct, fraud, phishing, malware distribution, spam, sanctioned activity, unauthorized cryptocurrency mining, intellectual property infringement, abusive resource consumption, unlicensed gaming activity, or conduct exposing Aquila to legal, regulatory, banking, card scheme, operational, or reputational risk.

Client is solely responsible for compliance with all laws, regulations, licensing requirements, reporting obligations, tax obligations, corporate obligations, anti-money laundering (AML) obligations, know-your-customer (KYC) obligations, sanctions requirements, consumer protection requirements, privacy requirements, gaming regulations, financial services regulations, payment services regulations, virtual asset regulations, blockchain regulations, digital asset compliance requirements, and any other legal, regulatory, or governmental obligations applicable to Client's business, operations, customers, users, products, services, transactions, content, or activities.

Aquila may request beneficial ownership information, source-of-funds information, corporate documentation, KYC documentation, compliance certifications, or similar information. Failure to provide such information may result in suspension or termination.



7 Security Responsibilities

Aquila is responsible only for commercially reasonable security measures over infrastructure directly administered by Aquila.

Client remains solely responsible for operating systems, credentials, user access controls, applications, code, databases, encryption keys, endpoint security, MFA, software patching, and all user activity within Client-controlled environments.

Aquila shall not be liable for incidents arising from Client negligence, social engineering, insider misuse, weak credentials, third-party software vulnerabilities, insecure applications, or misconfiguration.

Suspension and Refusal Rights

Aquila or any Billing Agent may suspend, throttle, isolate, refuse, block, or terminate Services immediately, with or without notice, where reasonably necessary due to payment default, fraud, abuse reports, sanctions concerns, AML concerns, regulator inquiries, legal requests, security threats, infrastructure stability concerns, reputational risk, or emergency maintenance.

Any such action shall not create liability for Aquila.

Aquila may immediately suspend, restrict, isolate, refuse, or terminate Services where Aquila reasonably believes continuation of Services may expose Aquila, its affiliates, banking partners, payment providers, insurers, regulators, shareholders, directors, officers, or employees to sanctions risk, export control risk, anti-money laundering risk, terrorist financing risk, card scheme risk, banking risk, legal risk, regulatory risk, or reputational risk.

8 Banking and Provider Requirements

Aquila may suspend, modify, restrict, or terminate Services where reasonably necessary to comply with requirements, recommendations, restrictions, directives, risk assessments, onboarding standards, or compliance obligations imposed by any bank, payment provider, acquiring institution, insurer, regulator, upstream provider, datacenter operator, software vendor, or third-party service provider upon which Aquila relies.

9 Term and Termination

Initial Term

The initial term of this Agreement shall commence on the Effective Date and continue for one (1) year unless earlier terminated in accordance with this Agreement.

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Automatic Renewal

Thereafter, this Agreement shall automatically renew for successive one-year terms unless either Party provides at least sixty (60) days' prior written notice of non-renewal before the expiration of the then-current term.

Termination by Aquila for Cause

Aquila may terminate this Agreement and/or any Services immediately upon written notice in the event of material breach, abuse of the Services, payment default, insolvency concerns, fraud, sanctions risk, banking risk, unlawful activity, or reputational concerns.

Limited Termination for Convenience by Client

Client may terminate this Agreement and any associated Services for convenience, with or without cause, by providing thirty (30) days' prior written notice to Aquila, provided that such termination right may only be exercised during the first six (6) months of the initial term of this Agreement.

Following the expiration of the first six (6) months of the initial term, Client shall no longer have the right to terminate for convenience and shall remain committed to the Agreement through the remainder of the then-current term, except where termination is otherwise expressly permitted by this Agreement or required by applicable law.

For the avoidance of doubt, this termination right shall not renew, reset, or apply during any renewal term.

Effect of Valid Client Termination

Where Client validly exercises its termination right under Section 9.4 and the thirty (30) day notice period expires within the first six (6) months of the initial term:

- (a) all Services shall terminate unless otherwise agreed in writing by the Parties;
- (b) Client shall remain responsible only for fees, charges, and obligations accrued up to the effective termination date;
- (c) Client shall have no further payment obligations, recurring charges, minimum commitments, early termination fees, penalties, or future service fees arising after the effective termination date; and
- (d) any prepaid amounts relating to Services provided after the effective termination date shall be refunded on a pro rata basis unless otherwise expressly agreed in writing.

Effect of Termination After the Initial Six-Month Period



Except where Aquila terminates for cause or where termination is otherwise expressly permitted by this Agreement or applicable law, Client shall remain liable for all fees and commitments due for the remainder of the then-current contract term.

Outstanding Obligations

Termination shall not affect rights, remedies, liabilities, or obligations accrued prior to the effective termination date.

Data Retrieval

Following the effective termination date, Client shall have ten (10) calendar days to retrieve its data, systems, backups, configurations, and other materials stored within the Services. Upon expiration of such ten (10) day period, Aquila may permanently delete all Client data and related materials without further notice or liability.

10 Confidentiality

Each Party shall keep confidential all non-public commercial, technical, financial, operational, pricing, customer, and business information received from the other Party.

Confidential Information shall not include information that is publicly available without breach, already lawfully known, independently developed, or lawfully received from a third party without restriction.

A Party may disclose Confidential Information where required by law, regulation, or court order.

This Section survives termination for five (5) years, except for trade secrets, which remain protected while confidential.

11 Intellectual Property

Aquila retains all right, title, and interest in its infrastructure, software, systems, tooling, methods, trademarks, branding, documentation, and service improvements.

Client retains ownership of its content and data.

No implied license or transfer of ownership is granted.

Client shall not use Aquila's name, logo, trademarks, or branding without prior written consent.

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12 Disclaimer of Warranties

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE.

13 Client Indemnity

Client shall defend, indemnify, and hold harmless Aquila, its affiliates, directors, officers, employees, contractors, shareholders, and Billing Agents from claims, losses, liabilities, penalties, investigations, fines, damages, and expenses arising from Client operations, content, data, misuse of Services, payment disputes, regulatory breaches, sanctions violations, or infringement claims.

14 Regulatory and Third-Party Claims

Client shall defend, indemnify, and hold harmless Aquila, its affiliates, officers, directors, employees, contractors, payment providers, banking partners, and service providers from any claim, investigation, inquiry, audit, enforcement action, fine, penalty, assessment, regulatory proceeding, licensing dispute, sanctions matter, AML investigation, or third-party claim arising from Client's operations, content, activities, transactions, customers, users, products, services, or regulatory obligations. Client's indemnification obligations are independent of and shall not be limited by any liability limitation contained in this Agreement.

15 Limitation of Liability

Neither Aquila nor any Billing Agent shall be liable for lost profits, lost revenue, lost data, business interruption, reputational loss, or indirect, incidental, punitive, special, or consequential damages.

The aggregate liability of Aquila and all related parties shall not exceed the fees actually paid by Client during the three (3) months preceding the event giving rise to the claim.

Multiple claims shall not enlarge this limitation.

The Parties acknowledge that fees reflect this allocation of risk.

No claim may be brought more than twelve (12) months after the event giving rise to the claim.

Cybersecurity and Third-Party Risk

Aquila shall not be liable for any security incident, cyberattack, ransomware event, malware infection, denial-of-service attack, credential compromise, account takeover, phishing event, insider misuse, software vulnerability, third-party software defect, supply



chain compromise, encryption failure, or unauthorized access except to the extent directly caused by Aquila's gross negligence or willful misconduct.

Regulatory Outcomes

Under no circumstances shall Aquila be liable for denial, suspension, revocation, delay, non-renewal, restriction, investigation, sanction, enforcement action, regulatory finding, licensing outcome, permit outcome, certification outcome, or governmental determination affecting Client.

Digital Assets and Blockchain Systems

To the maximum extent permitted by applicable law, Aquila shall not be liable for any loss, theft, destruction, corruption, inaccessibility, devaluation, freezing, seizure, forfeiture, transfer failure, smart contract failure, blockchain fork, consensus failure, validator failure, mining failure, staking event, exchange insolvency, wallet compromise, private key compromise, custody failure, token malfunction, digital asset market fluctuation, or other event affecting cryptocurrencies, digital assets, virtual assets, tokens, stablecoins, NFTs, blockchain systems, distributed ledger systems, or related technologies, whether arising directly or indirectly from the Services.

Client acknowledges that it remains solely responsible for custody, security, backup, recovery, management, and monitoring of all digital assets, wallets, private keys, seed phrases, smart contracts, blockchain applications, and related infrastructure.

16 Force Majeure

Aquila shall not be liable for delay, outage, suspension, or failure caused by events beyond its reasonable control, including cyberattacks, utility failures, internet disruptions, labor disputes, natural disasters, epidemics, war, sanctions, supplier defaults, transportation interruptions, or governmental actions.

17 Notices

Notices may be delivered by email to the designated business contact of each Party.

Email notices are deemed received upon transmission unless a delivery failure notice is received.

Aquila may also provide notices through invoices, customer portals, or support tickets.

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18 Governing Law and Jurisdiction

This Agreement shall be governed exclusively by the laws of Curaçao.

Any dispute arising out of or relating to this Agreement shall be submitted exclusively to the competent courts of Curaçao.

In any action, proceeding, arbitration, enforcement action, collection action, or dispute arising out of or relating to this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party its reasonable attorneys' fees, legal fees, expert witness fees, court costs, collection costs, enforcement expenses, and related disbursements, in addition to any other relief to which it may be entitled.

19 Entire Agreement; Amendments

This Agreement, together with all Order Forms, invoices, schedules, addenda, policies, technical standards, and documents expressly incorporated by reference, constitutes the entire agreement between the Parties and supersedes and replaces all prior and contemporaneous agreements, contracts, understandings, negotiations, representations, and arrangements, whether written or oral, relating to its subject matter. Any material commercial amendment must be in writing and signed by authorized representatives of both Parties.

20 Order of Precedence

In the event of any conflict, inconsistency, or ambiguity among the contractual documents, the order of precedence shall be:

- (a) executed Order Forms;
- (b) Add-On 3 version 3.0– Regulatory Local Presence & Commercial Clarification Addendum;
- (c) Add-On 2 version 3.0 – Data Processing & Privacy Addendum;
- (d) Add-On 1 version 3.0 – Enterprise Service Level Agreement Addendum;
- (e) this Master Service Agreement version 10.

The higher-ranking document shall govern solely with respect to the conflicting subject matter.





21 Assignment

Client may not assign, transfer, sublicense, or novate this Agreement without Aquila's prior written consent.

Aquila may assign or transfer this Agreement to any affiliate, successor, acquirer, financing party, or group company.

22 Survival

All provisions intended by their nature to survive termination shall survive, including payment obligations, confidentiality obligations, intellectual property provisions, indemnities, liability limitations, and dispute resolution provisions.

23 Severability

If any provision is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

A handwritten signature in blue ink, appearing to be a stylized 'A' or 'W', is located in the bottom right corner of the page.

24 Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, including PDF and electronic signature formats, each of which shall be deemed an original.

Execution of any Order Form, invoice approval, electronic acceptance, portal acceptance, email confirmation, purchase order acceptance, or commencement of Services shall constitute acceptance of this Agreement and all incorporated addenda and schedules.

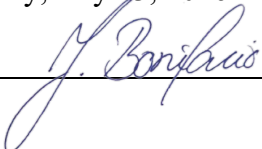
25 Signatures

For Aquila B.V.

Name: Johven Bonifacio

Title: Managing Director

Date: Monday, July 13, 2026

Signature: 

For Client

Name: eMagnus Curacao B.V.

Title: Managing Director

Date: 7/14/2026

Signature: 