

Payment Agent Agreement

This Payment Agent Agreement (hereinafter referred to as **the Agreement**) is made this 17 August 2023 (**the Effective Date**) by and between:

LAVENCIA LTD. (hereinafter referred to as **the Agent**), represented by Mr. Andreas Timotheou, who is acting in a capacity of Director,

GOODFLY N.V. (hereinafter referred to as **the Principal**), represented by Mr. Yaroslav Antonenko, who is acting in a capacity of Director.

Whereas:

- a. The Principal provides services via a website(s) as per License no. 365/JAZ Sub-License GLH-OCCHKW0708072022 (hereinafter referred to as the Website).
- b. The Principal desires to receive and perform payments related to its services through the Website.
- c. The Agent has expressed its willingness to (i) assist the Principal in receiving and transferring funds on behalf of the Principal for the services the Principal offers via the Website and (ii) act as a payment agent for the Principal accordingly.

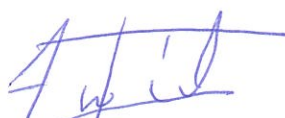
Now therefore it is hereby agreed as follows:

1. Subject of the Agreement

- 1.1. Considering the section "Whereas" herein above, the parties hereto have agreed that Agent shall provide payment agent services to Principal for the purpose of facilitating the Principal's business via the Website and acceptance of payments made by payment instruments for the services provided via the Website in exchange of a Fee on the terms and conditions stated herein.

2. Operational provisions

- 2.1. The Agent on behalf of its own name, but for the benefit of the Principal, shall enter into contractual relations with an acquirer/payment services provider/facilitator (hereinafter referred to as **the Service Provider**) at its choice and on terms and conditions at the Agent's sole discretion.
- 2.2. The Agent shall deliver to the Principal a copy of an agreement (hereinafter referred to as **the Merchant Agreement**) with the Service Provider, as well as all amendments and supplements (as the case may be) immediately upon signing.
- 2.3. The Agent shall use its own current/payment account (hereinafter referred to as **the Account**) in order to receive and accumulate money (hereinafter referred to as **the Funds**) from the Service Provider under the Merchant Agreement and transfer the Funds further to the Principal pursuant to this Agreement.
- 2.4. For the purpose of the Agreement the Agent is authorized and granted all rights to declare that it ensures payment acceptance on the Website on behalf of the Principal for the services provided by the Principal via the Website.


Agent's signature
Principal's signature

- 2.5. The Agent shall accumulate funds received via his intermediary from the Service Provider on its own Account and transfer the accumulated funds to the Principal in accordance with time frames and other provisions as stated herein.
- 2.6. The Agent shall notify the Principal on the Account's details that is used for the receiving funds from the Service Provider.
- 2.7. The Agent shall provide its Account statements to the Principal immediately upon a request of the latter for the verification of the Funds credited to the Account from the Service Provider.

3. Transfer of the Funds to the Principal

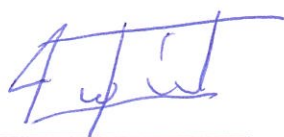
- 3.1. Upon receipt of the Funds from the Service Provider, the Agent shall ensure that the received amount of the Funds is transferred to the Principal to the latter's account.
- 3.2. The Agent's payment obligations under the Agreement shall be deemed performed properly and duly when particular funds are transferred to the Principal. For this purpose and at the end of each calendar month, the Principal shall within 3 working days, complete a report outlining all the funds that were transferred from the Agent and that no further claims arise between each party.
- 3.3. The Agent bears risk and liability in case funds or their part are not credited to the account of the Principal.

4. Fee and settlements

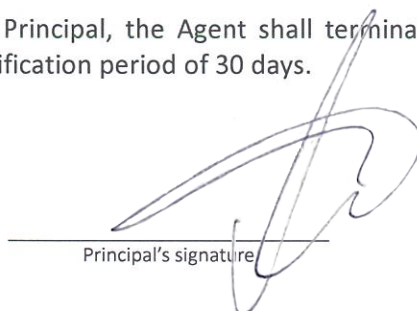
- 4.1. For the payment agent service, the Principal shall pay the Agent a fee (hereinafter referred to as **the Fee**) in amount of 3700 (three thousand seven hundred) EUR per month.
- 4.2. Agent shall transfer the Funds (less the Fee and other deductibles, if any) after providing an overview of the deductible fees, to the Principal and perform settlements with the Principal in accordance with the instructions of the Principal.
- 4.3. The Agent shall check the correctness of the received Funds and whether the Account was credited with all Funds due from the Service Provider and all risks, including losses and damages, that arise out of or in connection with the said are exclusively the Agent's risks.
- 4.4. The parties hereto have agreed that the Agent at its sole and absolute discretion may settle its financial obligations under this Agreement, namely transfer of the Funds (less the Fee and other deductibles, if any) received from the Service Provider to the Principal, either from the Account where the funds were accumulated or any other account of the Agent.

5. Acknowledgements

- 5.1. The Principal prior to review and approved, acknowledges bears any and all risks of whatever nature and type whether existing now or that may arise at any time in future in connection with the Merchant Agreement and any amendments and changes to the Merchant Agreement and its termination, cancellation and suspension as well.
- 5.2. The Principal prior to review and approved acknowledges its consent to the Agent's right to terminate, cancel and suspend the Merchant Agreement at the Agent's sole discretion with a notification period of 30 days.
- 5.3. Upon request of the Principal, the Agent shall terminate, cancel or suspend the Merchant Agreement with a notification period of 30 days.



Agent's signature



Principal's signature

- 5.4. It is understood by the parties hereto and the Principal irrevocably acknowledges and confirms that the Principal and not the Agent shall perform all and any responsibilities, liabilities, obligations and duties of whatever nature and type whether existing now or that may arise at any time in future under the Merchant Agreement (including amendments, supplements and changes to the Merchant Agreement).
- 5.5. The Principal shall fully and immediately indemnify any and all direct and indirect losses and damages of whatever nature and type whether existing now or that may arise at any time in future that are suffered or may be suffered by the Agent in connection with the Merchant Agreement and/or this Agreement.
- 5.6. The Principal irrevocably acknowledges and consents to the Agent's absolute and unlimited right to withhold any and all Principal's assets and funds of whatever nature and type that are in the possession of the Agent on whatever basis and ground (including, but not limited to the Funds received under the Merchant Agreement) in order to secure the Principal's obligations before the Agent and/or indemnify the Agent and/or protect the Agent; the Agent may withhold the Principal's assets and funds at the Agent's sole discretion at any time and in any amount and volume with any prior notice to the Principal.
- 5.7. The Principal shall make all settlements (if necessary) with its clients and shall bear exclusive and sole responsibility for performing its relevant obligations before its clients. Upon agreement with the Agent, the Principal may entrust the Agent to make settlements (if necessary) with the Principal's clients.
- 5.8. In order to avoid any misunderstanding of the role of the Agent under the Merchant Agreement and this Agreement, it shall be understood that: (i) the Funds received by the Agent from the Service Provider do not belong to the Agent and/or its clientele, and (ii) the Agent provides only facility of its Account to accumulate and transfer the Funds received from the Service Provider as a result of the acquiring and processing of payment instruments.

6. Indemnification by Principal

- 6.1. Principal shall indemnify and hold harmless the Agent and their affiliates, employees, representatives, directors and shareholders, from and against any and all Service Provider's and other third parties' claims, actions, proceedings, and suits and all related liabilities, damages, settlements, penalties, fines, costs or expenses (including reasonable attorneys' fees and other litigation expenses) arising out of or relating to the Merchant Agreement and/or this Agreement. This section shall survive termination of the Agreement.

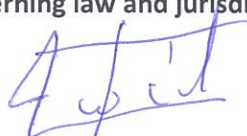
7. Duration and termination

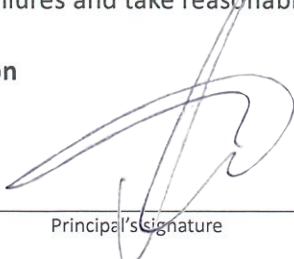
- 7.1. The Agreement shall become effective when signed by all parties hereto and will continue in full force and effect unless and until either party terminates the Agreement as set forth herein. Either party hereto may terminate the Agreement by notifying the other one 30 days before.

8. Force majeure

- 8.1. Either party shall not be liable for any delays or failure to perform its obligations under the Agreement due to causes beyond its reasonable control. Such delays and failures include, but are not limited to, an act of war, hostility, sabotage, act of God, fire, explosion, flood or other natural catastrophe, electrical, internet or telecommunication outage, governmental legislation, acts, orders, or regulation, strikes or labour difficulties, actions of banks; other event outside the reasonable control of a party. However, a respective party shall use its best efforts to minimize the delays or failures and take reasonable steps.

9. Governing law and jurisdiction


Agent's signature


Principal's signature

9.1. The Agreement shall be governed by and construed in accordance with the laws of the Curacao.

10. Entire agreement

10.1. The Agreement constitutes the entire agreement and understanding between the parties with respect to the scope of the Agreement.

11. Amendments

11.1. Any changes, supplements and amendments to the Agreement shall become effective upon mutual execution of relevant document in writing.

12. Severability

12.1. If any provision in the Agreement is deemed to be, or becomes invalid, illegal, void or unenforceable under applicable laws, such provision will be deemed amended to conform to applicable laws so as to be valid and enforceable, or if it cannot be so amended without material altering the intention of the parties, it will be deleted, but the validity, legality and enforceability of the remaining provisions of the Agreement shall not be impaired or affected in any way.

13. Waiver

13.1. No waiver of any terms, conditions, defaults or breach shall be effective unless granted in writing. The waiver by either party of any default or breach of the Agreement shall not constitute a waiver of any other or subsequent default or breach.

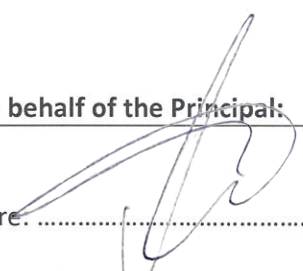
14. Survival

14.1. All rights and obligations of the parties existing hereunder as of the effective time of termination of the Agreement shall survive the termination, including payments due, indemnification, liability, confidentiality, and any provisions which expressly or by their nature are required to survive such termination in order to achieve their purpose, shall so survive until it shall no longer be necessary for them to survive in order to achieve their purpose.

15. Headings

15.1. The headings in the Agreement are for convenience only and shall not to be considered in connection with the interpretation or enforcement of the Agreement.

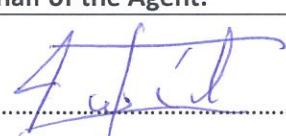
For and behalf of the Principal:

Signature: 

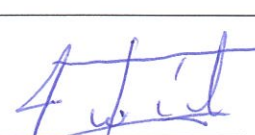
Name: Yaroslav Antonenko
Company's details: GOODFLY N.V.LLC,
reg.# 163359,
Address: Abraham de Veerstraat 9, Curaçao.

Position: Director
Date: 18.08.2023

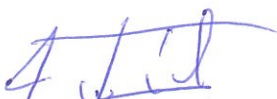
For and behalf of the Agent:

Signature: 

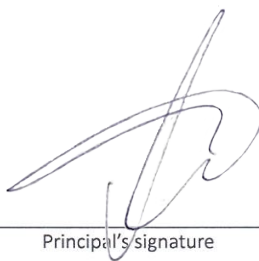
Name: Andreas Timotheou
Company's details: LAVENCIA LTD. LLC,
reg.# HE 435436
Address: 25 Martiou, 0031 Palaioomercho, 2682,
Nicosia, Cyprus
Position: Director
Date: 18.08.2023


Agent's signature


Principal's signature



Agent's signature



Principal's signature