

CONSULTANCY AGREEMENT № 23112023/01

23.11.2023

This CONSULTANCY AGREEMENT (this "Agreement") is made and entered into as of November 23d, 2023 ("the Effective Date") by and between:

THE CONSULTANT:

Andrejs Jakimovs, holder of Latvian passport no LV4922066, registered address at 8-19 Palangas Street, Riga, Latvia,

THE CLIENT:

SGL Stipulus Gate, a company incorporated under the laws of the Republic of Cyprus, under company number HE 391079, with its registered address Riga Feraio, 7-9, LIZANTIA COURT, Flat/Office 310, Holy Confessors, 1087, Nicosia, Cyprus, represented by its Director Andrey Eltsev,

This Agreement is concluded between the Consultant and the Client referred to individually as a «**Party**», and collectively as the «**Parties**».

Background:

The Client is interested in establishing and managing an online gambling business and seeks the expertise and consulting services of the Consultant to provide guidance and assistance in this regard.

1. Scope of Services:

The Consultant agrees to provide consulting services to the Client regarding the establishment and management of an online gambling business (the "Services").

The Services may include but are not limited to:

- Advising on legal and regulatory requirements for operating an online gambling business.
- Providing guidance on business strategy, market analysis, and competitive

positioning.

- Assisting in the development of business plans, operational procedures, and policies.
- Advising on technology platforms, software solutions, and payment processing systems.
- Offering expertise on marketing, customer acquisition, and player retention strategies.
- Providing ongoing support and advice as needed by the Client.

Consultant's Obligations:

- The Consultant agrees to perform the Services diligently, professionally, and to the best of their abilities.
- The Consultant shall maintain the confidentiality of all information provided by the Client and shall not disclose such information to third parties without the prior written consent of the Client.
- The Consultant represents that they have the necessary expertise, qualifications, and experience to provide the Services.

Client's Obligations:

- The Client agrees to provide the Consultant with access to relevant information, documents, and resources necessary for the performance of the Services.
- The Client shall promptly respond to requests for information and cooperation from the Consultant to facilitate the timely completion of the Services.

2. Fees and Payment:

In consideration for the Services provided by the Consultant, the Client agrees to pay the Consultant a fee of 10,000 EURO (the "Fee").

The Fee shall be payable during 60 sixty days and shall be invoiced by the Consultant to the Client.

All payments shall be made in EURO to the bank account specified by the Consultant within 10 days days from the date of receipt of the invoice.

3. Term.

3.1. The term of this Agreement shall commence as of the Effective Date and shall continue in effect for 1 (one) year or until the full scope of the services is provided (the "Initial Term") unless either the Consultant or Client terminates this Agreement following a breach of a material term of this Agreement.

4. Relationship of the Parties.

4.1. At no time shall the Employees, any independent contractors engaged by the Consultant, and/or the employees of any such independent contractors be considered employees of the Client. Consultant shall be responsible for complying with all state and local labor and tax laws and regulations with respect to Employees. This Agreement is not one of agency between the Consultant and the Client, but one in which Consultant is engaged to provide Project Management oversight and legal support services as an independent contractor. All employment arrangements are therefore solely the Consultant's concern, and the Client shall not have any liability with respect thereto except as otherwise expressly set forth herein.

5. Confidentiality.

5.1. Definition of Confidential Information

"Confidential Information" means all information disclosed by a party (**"Disclosing Party"**) to the other party (**"Receiving Party"**), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. The Confidential Information includes Your Data; The Confidential Information includes the Services and Content; and the Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that **(i)** is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, **(ii)** was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, **(iii)** is received from a third party without breach of any obligation owed to the Disclosing Party, or **(iv)** was independently developed by the Receiving Party.

5.2. Protection of Confidential Information

The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) **(i)** not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and **(ii)** except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party will disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates, legal counsel, and accountants without the other party's prior written consent, provided

that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate's, legal counsel's or accountant's compliance with this Section 6.2.

5.3. Compelled Disclosure

The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

6. Assignment.

6.1. Neither Party may assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other Party. However, either party may assign this Agreement in its entirety (including all Order Forms), without the other party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a direct competitor of the other party, then such other party may terminate this Agreement upon written notice. In the event of such termination, Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors, and permitted assigns.

7. Governed Law

7.1. This Agreement shall be governed by and construed following the laws of Republic of Latvia.

8. Entire Agreement

8.1. This Agreement, together with all Schedules/Annexes hereto, constitutes the entire agreement between the Parties of the subject matter hereof and supersede all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the Parties, and there are no other warranties, representations or other agreements between the parties in connection with the subject matter hereof. No amendment, supplement, modification, or waiver of this Agreement shall be binding unless executed in writing by all Parties hereto. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless expressly agreed to in writing by the affected Party.

9. References, Headings, and Interpretation.

9.1. All references in this Agreement to Exhibits, Articles, Sections, subsections, and other subdivisions refer to the corresponding Exhibits, Articles, Sections, subsections, and other subdivisions of or to this Agreement unless expressly provided otherwise. Titles appearing at the beginning of any Articles, Sections, subsections, or other subdivisions of this Agreement are for convenience only, do not constitute any part of this Agreement, and shall be disregarded in construing the language hereof. The words "this Agreement," "herein," "hereby," "hereunder" and "hereof" and words of similar import refer to this Agreement as a whole and not to any particular subdivision unless expressly so limited. The words "this Article," "this Section" and "this subsection" and words of similar import refer only to the Article, Section, or subsection hereof in which such words occur. The word "or" is not exclusive, and the word "including" (in its various forms) means "including, without limitation." Pronouns in masculine, feminine, or neuter genders shall be construed to state and include any other gender, and words, terms, and titles (including terms defined herein) in the singular form shall be construed to include the plural and vice versa unless the context otherwise requires.

10. Notices.

11.1. Unless otherwise provided herein, any notice, request, consent, instruction or other documents to be given hereunder by any Party hereto to another Party hereto shall be in writing and sent to the following email address:

to the Consultant:

jakimovsandrejs026@gmail.com

11. Counterparts.

11.1. This Agreement may be executed in one or more counterparts, including by facsimile and portable document format (.pdf) delivery, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument. The Parties agree and acknowledge that delivery of a signature by facsimile or in .pdf form shall constitute execution by such signatory.

12. Invalidity.

12.1. In the event that any one or more of the provisions contained in this Agreement or in any other instrument referred to herein shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or any other such instrument, and the such invalid, illegal or unenforceable provision shall be interpreted so as to give the maximum effect of such provision allowable by law.

13. Additional Documents.

13.1. Each of the Parties hereto agrees to execute any document or documents that may be requested from time to time by the other Party to implement or complete such Party's obligations pursuant to this Agreement and to otherwise cooperate fully with such other Party in connection with the performance of such Party's obligations under this Agreement.

14. Successors and Assigns.

14.1. Except as herein otherwise specifically provided, this Agreement shall be binding and inure to the benefit of the Parties and their successors and permitted assigns.

15. No Third-Party Beneficiaries.

15.1. This Agreement is solely for the benefit of the Parties hereto and their successors and assigns permitted under this Agreement, and no provisions of this Agreement shall be deemed to confer upon any other persons any remedy, claim, liability, reimbursement, cause of action or other rights except as expressly provided herein.

16. No Presumption Against Any Party.

16.1. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against any Party, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by each of the Parties and their counsel and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all Parties hereto.

17. Language and Signatures of the Agreement.

17.1. The Parties agree that this Agreement is concluded in the English language that is equally binding.

17.2. This Agreement may be signed electronically and will have the same legal effect as if signed in ink.

18. Dispute Resolution.

18.1. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity, or termination, shall be resolved initially through negotiations within 30 (thirty) calendar days after one of the Parties has notified another on the matter of dispute and initiated negotiation.

18.2. If these disputes were not resolved by negotiations, any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity, or termination, shall be referred to and finally resolved by the relevant court.

IN WITNESS WHEREOF, the Parties acknowledge the intention to implement all the provisions of this Agreement, signing the Agreement below:

THE CLIENT

SGL Stipulus Gate,
company number HE 391079,
registered address Riga Feraio, 7-9,
LIZANTIA COURT, Flat/Office 310, Holy
Confessors, 1087, Nicosia, Cyprus,

THE CONSULTANT

Andrejs Jakimovs, holder of Latvian
passport no LV4922066, registered
address at 8-19 Palangas Street, Riga,
Latvia

Represented by Director Andrey Eltsev



(signature)



(signature)