

# Ocean Communications Ltd

## INFORMATION SERVICE PROVIDER AGREEMENT

THIS AGREEMENT is made as of the 15<sup>th</sup> day of March 2024, by and between Grote Vreugde N.V d/b/a Ocean Communications, having its principal office at 9 Abraham de Veerstraat, PO Box 3421. Willemstad Curaçao, Netherlands Antilles (hereinafter referred to as "SP")

AND

**Poinder N.V.** hereinafter referred to as the "Client"). having its principal office at: Abraham Mendez Chumaceiro Blvd. 03, Willemstad Curaçao

The parties agree as follows:

### Article 1: Service and Fee

The Client shall provide offshore games of chance and wagering as referred to in the Internet gaming license issued by the Government of Curaçao (formerly the Netherlands Antilles) (hereafter: the "LICENSE"). This Service shall to be referred to for all purposes (including any and all marketing and advertisement) as Poinder N.V. with domain names [www.najahbet.com](http://www.najahbet.com)

1.1 The fee shall be 1,800.00USD per 5 months

1.2 Included in the initial fee: Setting up Folder for Db Backups

Set up and racking of server.

Hosting fees:

As Above USD

Included in the fees are:

Rack Space-1 shared server-virtual (dell)

Internet Bandwidth 1mbps

Firewall Service

Related legal documents

DDOS Protection

Server Monitoring

24/7 Customer Support-Hardware

APC Delta-conversion "Green" UPS

Fully redundant on-site backup diesel generators

Redundant (N+1) HVAC (Heating Ventilation Air Conditioning)

Motion and heat sensors Secured and Monitored access

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1.3 The hosting fees shall be due in advance and paid per this agreement. In addition to the annual fees there is a use tax imposed by the government, Curaçao for all services rendered.

1.4 SP reserves the right to halt access to all games at any time that the hosting fees, late fees and or the licensing fees are not paid when due. The Client shall have five (5) days to pay all fees due after notification of arrears. Any payments received after the 5th day of any month in which the fees are due will be charged a late fee of 15%. If servers are disconnected for non-payment, a reconnection charge of \$ 350.00 per server will be assessed.

## Article 2: Non-exclusivity

2.1 SP may grant additional Rights to Operate to third parties for the purpose of exploiting Games of Chance via the Internet and telephone service lines under its License during and after the term of this Agreement.

## Article 3: Hardware Support

3.1 SP shall provide 24-hour/7 days a week hardware support. SP will ensure the continual operation of the Client's servers. Should the Client's server go down SP will endeavor to have all servers up and running within one hour after notification of such down time. Unless the servers have crashed and SP is unable to replace parts for the specific machine supplied by the Client. In such case SP will use its best efforts to locate the replacement parts and have them delivered by the fastest means possible. SP has no control over the Internet connection, should there be a technical problem with the Internet lines SP will use its best efforts to have the line repaired. SP has been notified by its Internet provider that any problems with the line will be fixed within 6 hours.

## Article 4: Back up Power Supply

4.1 SP shall provide backup power supply with automatic transfer switch, generator service. Client shall provide uninterrupted power for its servers (Uninterruptible Power Supply "UPS"). The UPS should be for at least for 6 minutes allowing the generator to take over the power load.

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## Article 5: Firewall

5.1 Client shall provide any firewall: hardware or software solutions if required.

## Article 6: Term and Termination

6.1 The initial term agreement shall be for a period of five (5) months from the effective date and shall terminate upon the earlier of the following occurrences:

a) The termination of SP's authorization to operate its business by the government of Curaçao, its telecommunications carrier, and or its master license provider in order to legally continue its operations;

b) Notwithstanding any contravention of the preceding clauses, the initial term of this agreement is five (5) months.

6.2 SP can terminate this Agreement immediately, without prior written notice to the client in the event:

a) The Client requests for a moratorium of payment, or a moratorium of payment is granted to the Client ;

b) The Client files for a bankruptcy petition or is placed in a state of bankruptcy; obligations, which because of their nature are meant to continue after the termination, will continue after the termination (such as but not limited to: safeguarding to third party actions regarding intellectual property rights, filing of records and data, confidentiality, applicable laws and choice of jurisdiction).

c) The Government of Curacao can decide that the Master Licenses are revoked before that date, in which case the sub-license and ISP agreement will automatically be null and void upon expiration.

## Article 7: Confidentiality

7.1 Neither party will disclose know-how, trade secrets or any information, such as but not limited to processes, formulas, and procedures regarding either parties organization to any third party either during the term of the Agreement or for as long thereafter as the know-how does not become public, unless it receives prior written notice from the pertaining party. Both parties shall nevertheless not be entitled to contest the secrecy of the knowledge except where either party has in some way contributed to its disclosure. The pertaining shall, immediately after discovering that the know-how is being unlawfully used, inform in the other party writing.

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## Article 8: Force Majeure

8.1 Neither Party hereto shall be in any way responsible for failure to perform hereunder due to force majeure, which shall include, but not be limited to, fires, floods, riots, strikes, power failures, labor disputes, freight embargo's, transportation delays, acts of vendors and suppliers, concealed acts of workmen, alteration of domestic or international rules and regulations, disconnection from the service lines or any other cause which is beyond the reasonable control of such Party. If force majeure shall occur, the affected Party shall promptly give notice thereof to the other Party, and use best efforts to cure or correct such event of force majeure. Any Party hereto may, during a period of shortage or delay due to any such causes, prorate its supply in such a manner as deemed equitable in the judgment of the Party.

## Article 9: No Waiver

9.1 Such other party shall not construe the waiver by any party of any breach of any term of this Agreement by any other party as a waiver of any subsequent or other breach.

## Article 10: Default

10.1 In the event a party is in default, or negligent, in the performance of its duties under this Agreement, the LICENSE, or the Rules, Restrictions and Regulations set by the Government of Curaçao (formerly the Netherlands Antilles). The other party shall have the right to terminate this Agreement on thirty (30) days written notice, provided the defaulting Party was notified, in writing, of the breach or non-compliance and given no less than thirty (30) days to rectify same and come to compliance.

## Article 11: Binding of SP decisions

11.1 Any decisions of SP with respect to the services shall be final and binding on the Client so long as those decisions do not substantially alter the nature of the services contemplated under the Agreement. SP shall give notice to the Client of any such decisions by telephone, confirmed by notice in writing.

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## Article 12: Severability

12.1 If any of the terms hereof shall be for any reason held invalid, illegal or unenforceable, such invalidity, illegality, or unenforceability shall not affect the remaining terms of this Agreement and this Agreement shall be construed as if such invalid, illegal, or unenforceable term or terms had never been contained herein. In such an event the offending part, term or provision shall be deemed not to be part of this Agreement and any resulting necessary consequential amendment shall be deemed to be incorporated in this Agreement.

## Article 13: Notices

13.1 Any notice, communication, request, instruction or other document required or permitted hereunder shall be given in writing either delivered in person, Federal Express or by telegram and delivered as follows;

If to SP: 9 Abraham de Veerstraat, PO Box 3421. Willemstad Curaçao,

If to the Client: Abraham Mendez Chumaceiro Blvd. 03, Willemstad Curaçao,

(Or at such other address or in care of such other person as hereafter shall be designated in writing by a party to the other party) and shall be deemed to have been given as of the date of receipt.

## Article 14: Applicable law -governing law / venue

14.1 This Agreement and all the terms and provisions and conditions of this Agreement and all questions of construction validity and performance hereunder shall be governed by Curaçao (formerly Netherlands Antilles) Law in the Dutch language and both Parties hereby submit to the exclusive jurisdiction of Curaçao (formerly the Netherlands Antilles) Courts in Curaçao.

## Article 15: Successors and Assigns

15.1 No interest or right of the Client under this Agreement shall be assigned or transferred in any manner by the client to any person or entity without the express written consent of SP, which consent may be arbitrarily withheld, and any such attempted assignment or transfer without their express consent shall be null and void.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representative as of the day and year first above written.

**Execution by Grote Vreugde N.V. d/b/a**

**Ocean Communications**

SIGNED and DELIVERED )  
for and on behalf of )  
Grote Vreugde N.V d/b/a )  
Ocean Communications )

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**Execution by the Poinder N.V.**

SIGNED and DELIVERED by )  
**Poinder N.V.** )  
)

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Director

*Bijla*