

CO – OPERATION AGREEMENT

THIS CO-OPERATION AGREEMENT is entered into on 24/10/2023 (the "Agreement") by and between:

PARTIES:

(1) **GEEKER TECHNOLOGY CO., LTD**, a company duly registered and incorporated under the laws of the Republic of Cyprus with registration number HE 415878 and registered office address at 6 Agias Marinas, Germasogeia, 4044, Cyprus (the "**Billing Agent**"); and

(2) **GEEKER TECHNOLOGY N.V.**, a company duly registered and incorporated under the laws of Curaçao with registration number 156493 and registered office address at Zuikertuintjeweg Z/N (the "**Company**");

(the Billing Agent and the Company hereinafter may be referred to herein individually as the "**Party**" and collectively as the "**Parties**").

WHEREAS:

(A) The Billing Agent has the necessary expertise, industry contacts, and experience in the field of payment processing, and works closely with various payment service providers.

(B) The Company wishes to engage the Billing Agent to assist with the development of a website (the "**Website**"), which will be operated by the Company for the purpose of conducting its business online.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. ENGAGEMENT

1.1. The Parties agree to cooperate in providing services to the Website as set out below:

- 1.1.1. The Company shall be responsible for providing customer support service, IT infrastructure and marketing services to ensure the business continuity and profitability.
- 1.1.2. The Billing Agent shall use its best efforts to develop and implement a payment processing solution for the Website and to receive payments made through the Website on behalf of the Company.

2. TERMS AND RENEWAL

- 2.1. The terms of the present Agreement shall run for five (5) years from the date of signing by both Parties, unless sooner terminated or subsequently continued in accordance with the terms and conditions of the present Agreement.
- 2.2. The Parties may, at their option, renew the Agreement for an additional period of 1 (one) year, provided that at the end of the initial term the Parties have given appropriate written notices of such election to renew not less than 1 (one) month and not more than 2 (two) months prior to the expiry of the initial term to each other.

3. FEES AND PAYMENT

- 3.1. The Billing Agent's input shall be limited to the initial set up and subsequent receipt and transfer of the processed funds to the bank account of the Company, as agreed between themselves, the Parties hereby agree that all payments that will be paid by the users of the Website will be paid directly to the bank account of the Billing Agent. Any charges incurred during the acceptance of the user payments will be owned by the Billing agent.
- 3.2. The Billing Agent shall pay to the Company 97% of the payments that it has received from the users of the Website once a month to the bank account of the Company that shall be separately provided to the Billing Agent by the Company. The 3% deducted is the service fee for the billing agent services offered.

4. OBLIGATIONS AND RESPONSIBILITIES OF THE PARTIES

- 4.1. It is understood and acknowledged and agreed to by the Parties, that this Agreement is not exclusive, and that the Parties may provide the same services to other individuals, persons, corporations, partnerships or other legal entities.

5. DEFAULT AND TERMINATION

- 5.1. The Parties shall be deemed to be in default under this Agreement upon the occurrence of any of the following events:
 - 5.1.1. if the relevant Party shall become insolvent, or bankrupt, or shall go into liquidation, either voluntarily or under an order of a Court of competent jurisdiction, or shall make a general assignment for the benefit of its creditors, or otherwise acknowledge its insolvency;
 - 5.1.2. if a liquidator or liquidators or receiver or receivers or a trustee or trustees in bankruptcy, be appointed to the relevant Party, or if its secured creditors take possession of the property of the relevant Party;
 - 5.1.3. if the relevant Party fails, refuses or neglects to promptly pay any monies owing to the other Party when due under this Agreement.
- 5.2. Upon the occurrence of any event of default outlined in clause
- 5.3. hereinabove, the party not in default shall be entitled, at its option, to immediately terminate the present Agreement.
- 5.4. Any termination of this Agreement shall not relieve the Parties of their obligation to pay the other party any money due under Agreement payment of which accrued prior thereto as well as any interest accruing after such termination in accordance with the terms of the present Agreement.

6. RELATIONSHIP OF THE PARTIES AND INDEMNIFICATION

- 6.1. It is understood and agreed to and acknowledged by the Parties hereto that this Agreement does not create any fiduciary relationship between them, and that nothing in this Agreement is intended to, nor shall it be construed to, constitute either party a partner or joint venturer of the other, or to create any commercial or other partnership between the Parties hereto.
- 6.2. The Parties undertake to hold the Billing Agent harmless in respect of any claims that arise in respect of the Website or performance of this Agreement and to reimburse the Billing Agent the

amount of any expense which the Billing Agent may make or incur in connection with performance of this Agreement or operation of the Website.

7. ASSIGNMENT

- 7.1. This Agreement shall be binding on and ensure to the benefit of and be enforceable by and against respective successors and assignees of the Parties.
- 7.2. The Parties may assign or transfer all or any part of the rights or obligations under the present Agreement to any third party providing that other Parties are duly notified about such assignment.

8. CONFIDENTIALITY

- 8.1. Except to the extent required by law, the Parties hereto agree that no disclosure or public announcement with respect to this Agreement or the transactions herein contemplated shall be made by any Party hereto without the prior written consent of the other Parties.

9. SEVERABILITY AND CONSTRUCTION

- 9.1. The Parties acknowledge that this Agreement is reasonable, valid and enforceable. However, if any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the Parties' intent that such provision be changed in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.
- 9.2. All captions, titles, headings and article numbers herein have been inserted and are intended solely for the convenience of the parties, and none such shall be construed or deemed to affect the meaning or construction of any provisions hereof, nor to limit the scope of the provision to which they refer.
- 9.3. All references herein to the masculine gender shall include the feminine and neuter genders, and all references herein to the singular shall include the plural, where applicable.
- 9.4. This Agreement constitutes the entire, full and complete agreement between the Parties concerning the subject matter hereof, and shall supersede all prior agreements. No representation, inducement, promises or agreements, oral or otherwise, between the Parties not included herein or attached hereto, unless of subsequent date, have been made by either Party and none such shall be of any force or effect with reference to this Agreement or otherwise.
- 9.5. No amendment, change or variance of this Agreement shall be binding upon either Party, unless mutually agreed to by all the Parties and executed by them in writing.

10. WAIVER

- 10.1. Nor failure, delay, waiver, forbearance or omission by either of the parties hereto of the conditions or of the breach of any term, provision, covenant or warranty contained herein, whether by conduct or otherwise, and no custom or practice of the parties not in accordance with the terms and conditions hereof, shall constitute or be deemed to be or be construed as being a further or

continuing waiver of any such condition or breach, or the waiver of any other condition or of the breach of any other term, provision, covenant or warranty of this Agreement.

11. NOTICES

- 11.1. Any and all notices required or submitted under this Agreement shall be given in writing and shall be personally delivered or mailed by registered mail, postage prepaid and return receipt requested, to the respective party at the following addresses, unless and until a different address has been designated by notice in writing to the other Parties.

12. LANGUAGE

- 12.1. The parties hereto acknowledge that they requested that this Agreement and all related documents be drafted in English, that any notice to be given hereunder be given in English, and that any proceedings between the parties relating to this Agreement be drafted in English.

13. GOVERNING LAW AND ARBITRATION

- 13.1. This Agreement shall be governed by and construed and enforced in accordance with the laws of the Republic of Cyprus.
- 13.2. In the event of any dispute or difference arising between the Parties in connection with this Agreement, the Parties shall use their best efforts to settle the dispute amicably and by mutual agreement. If the Parties are unable to resolve the dispute by mutual agreement, any Party may notify the other Party that it wishes to commence court proceedings under the provisions of this Agreement. All disputes under the present Agreement, if cannot be resolved by negotiations between the Parties, shall be resolved in courts of the Republic of Cyprus.

14. COUNTERPARTS

- 14.1. This Agreement shall be executed in 2 (two) copies, one copy for each Party, each of which shall be deemed an original.

[execution page follows]

IN WITNESS WHEREOF, each Party to this Agreement has caused it to be executed on the date indicated above.

The Billing Agent:

For and on behalf of
GEEKER TECHNOLOGY CO., LTD

Signed by:

21E9DC2DE0214D8...
Name: OLIVER DE BONO
Title: Director

The Company:

For and on behalf of
GEEKER TECHNOLOGY N.V.

Signed by:

21E9DC2DE0214D8...
For and on behalf of
GEEKER TECHNOLOGY CO., LTD
Name: OLIVER DE BONO
Title: Director

Valantios Tsappas
FCCA
ICPAC Number: 5782
+357 99789815
vtsappas@hotmail.com

This is a true copy of the original document and
I have seen & verified the original document.


19/08/2025