

SERVICES AGREEMENT

VELUND INVESTMENT LTD

ID: HE 419468

With its registered office at: Stratigou Timagia 26 SIANTONA BUILDING, Flat/Office, 102, 6047, Larnaca, Cyprus

(“**Provider**”)

and

WoT N.V.

ID: 129742

With its registered office at: Kaya Richard J. Beaujon Z/N Landhuis Joonchi II, Curaçao

(“**Customer**”)

and

Limesco Limited

ID: HE 261682

With its registered office at: Arch. Makariou III, 155, PROTEAS HOUSE, Floor 5, 3026, Limassol, Cyprus

(“**Payment Processor**”)

(jointly referred to as the “**Parties**” and separately as the “**Party**”)

RECITALS

- A.** Whereas the Provider is a legal entity which offers advisory/consulting services relevant for online gaming Customers or other entities, these services including assistance with setting up of companies or other legal entities, with applying for various gambling (or similar) licenses and approvals, opening bank accounts etc.
- B.** Whereas the Customer is a legal entity which wishes to operate an online casino and wishes to receive the Provider’s services under the conditions stipulated in this Agreement.
- C.** Whereas the Payment Processor is a legal entity that processes Customer’s payment operations connected with the requested Provider’s services under the conditions stipulated in this Agreement. Therefore, the Payment Processor shall process Customer’s payment operations on the Customer’s behalf which the Customer is obligated to make under this Agreement.
- D.** Whereas it is the express objective and intention of the Parties to this Agreement to achieve as high as possible degree of efficiency in their professional relationship, to their mutual benefit.

Now, therefore, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

I. SUBJECT MATTER



- 1.1. This Agreement sets out conditions under which the Provider will provide the Services (as specified in the clause 2.1. of this Agreement) to the Customer.

II. SERVICES

- 2.1. The Provider shall provide to the Customer the services which are specified in the Annex 1 to this Agreement ("**Services**").
- 2.2. The Provider is entitled to engage or use services of third parties in connection with arrangement of any part of the Services, as the Provider may seem appropriate.
- 2.3. The Customer shall provide the Provider with all cooperation which the Provider may deem necessary for proper provision of the Services. This cooperation may include, without limitation, provision of any information or document relating to the Customer, its business, corporate structure; provision of any information or document relating to physical persons or legal entities involved in the Customer's company etc. The Provider shall not be responsible for any delay in provision of a certain Service (or for a failure to provide it), if such delay or failure is caused by the fact that the Customer did not provide cooperation in time or that information provided by him was inaccurate.

III. REMUNERATION

- 3.1. The Customer shall pay to the Provider the remuneration that is further specified in the Annex 1 to this Agreement ("**Remuneration**").
- 3.2. If the Customer fails to pay the Remuneration within the deadlines stipulated in the Annex 1 to this Agreement, the Provider shall be entitled to charge interest on the overdue amount, from the due date up to the date of actual payment, at the rate of 15 % per annum.
- 3.3. The Customer hereby acknowledges that the Remuneration under this Agreement is strictly a net amount and is not inclusive of any foreign, state, value added tax, withholding, or other taxes, customs duties, similar tariffs and fees, or any other tax imposed or otherwise levied by any regulatory authority on the Customer's payment of the Remuneration, on its activities or on the Provider's provision of the Services to the Customer. The Customer hereby agrees and undertakes to pay any such tax, levy or other costs incurred in accordance with the previous sentence.
- 3.4. The Remuneration is under any circumstance non-refundable (this explicitly including cases where this Agreement is terminated after the Remuneration becomes payable or where a certain Service cannot be provided due to events as per clause 8.1.). It is at the sole discretion of the Provider whether the Remuneration may be refunded to the Customer. However, if the Provider approves the refund of the Remuneration, the Provider shall be entitled to deduct from the Remuneration the reasonable costs reflecting the current stage of the provided Services to the Customer.
- 3.5. The Customer shall reimburse to the Provider any reasonable costs or expenses incurred by the Provider in connection with the provision of the Services (unless the given cost or expense is explicitly included in the Remuneration, as shown in the Annex 1 to this Agreement).
- 3.6. The Customer hereby agrees that the Provider shall render the Services stipulated in the Annex 1 to the Agreement only after the Remuneration is fully credited to Provider's account. For the avoidance of doubts, if the Customer is in delay with any payments under this Agreement, the Provider shall not render any Services under this Agreement to the Customer.



- 3.7. If the Customer wishes to pay any amount stipulated in this Agreement in a cryptocurrency, a processing fee of 2.5 % (two point five percent) of the original amount due must be paid by the Customer in addition to the original amount.
- 3.8. All payment operations connected with the Customer's obligations arising out of this Agreement shall be processed and performed by the Payment Processor on the Customer's behalf. The Customer shall be solely liable for the Payment Processor's failure to properly perform any operation according to this section for any reason. Any such Payment Processor's failure shall be without prejudice to the Customer's obligation to pay the Remuneration (or any other obligation) in accordance with this Agreement.
- 3.9. When processing Customer's payments according to the section 3.8., the Payment Processor shall act as the Customer's agent. For avoidance of doubts, the Payment Processor is not entitled to perform any Customer's rights or duties under this Agreement other than the payment operations in accordance with the section 3.8., nor can he act as the Customer's agent in these other matters.

IV. NON-SOLICITATION

- 4.1. During the effectiveness of this Agreement and also for a period of 1 year after its termination for any reason, the Customer shall not (and will ensure that any of its affiliated entities belonging into the same group of companies or trading under the same brand as the Customer shall not), without the Provider's prior written consent, either directly or indirectly, hire, employ, solicit, or contact for these aforementioned purposes any employee or other representative working for the Provider (or for an affiliated entity trading under the same brand as the Provider), or encourage such person to leave employment or other service for the Provider or its said affiliated entity. In case of a breach of this non-solicitation clause, the Customer shall pay to the Provider compensation amounting to 12 times the given employee's gross monthly salary earned by the employee prior to the Customer's breach of this clause.

V. TERM AND TERMINATION

- 5.1. This Agreement shall come into effect on the date of its signing by the Parties.
- 5.2. Each Party shall be entitled to terminate this Agreement based on a 3-month prior written notice given to the other Party.
- 5.3. Termination of this Agreement for any or no reason shall be without prejudice to any rights that have accrued to the benefit of either Party prior to such termination. More specifically, any Remuneration which is payable in accordance with this Agreement for the period before such termination shall remain to be payable.
- 5.4. Any obligations in this Agreement which, by their nature, are meant to last beyond the term of this Agreement (including but not limited to the sections IV., VI. and VII. etc.) shall survive the termination of this Agreement for any reason. Termination is not an exclusive remedy and all other remedies shall be available to the Provider whether or not the Agreement is terminated.
- 5.5. The Customer acknowledges that after this Agreement is terminated for any or no reason, all costs and expenses connected with the maintenance of companies established for the Customer by the Provider (as a Service) or any other similar ongoing expenses shall be solely Customer's responsibility.

VI. INDEMNIFICATION, LIABILITY



- 6.1. The Customer shall be liable and shall indemnify the Provider for any loss, liability, damage (either direct, indirect, special or consequential) or expense caused to or incurred by the Provider in connection with the provision of the Services to the Customer.
- 6.2. Except as otherwise provided in this Agreement and unless and insofar as such limitation of liability is restricted by the applicable laws, the Provider shall not be liable to the Customer for any loss, liability, damage or expense arising out of or in connection with the provision of the Services contemplated by this Agreement.
- 6.3. Subject to clause 6.2., the total liability of the Provider under or in connection to this Agreement whether in contract, tort (including negligence), misrepresentation, breach of statutory duty or otherwise, shall not under any circumstance exceed the total amount paid by the Customer to the Provider as the Remuneration in accordance with this Agreement.

VII. CONFIDENTIALITY AND NON – DISCLOSURE

- 7.1. The Parties are obliged not to disclose any information that would damage the good name of the other Party.
- 7.2. The Parties may come into contact with confidential information of the other Party or information intended for internal use by the other Party or other information constituting a trade secret of either Party in connection with this Agreement, the disclosure of which to any third party would be contrary to the interests of either Party. The Parties agree to maintain confidentiality of all such information and any other information obtained in connection with activities under this Agreement, including information that will detect any information relating to, inter alia, customers, know-how and working methods of either Party. The Parties shall not use such confidential information of the other Party for any purpose other than performance of this Agreement.
- 7.3. The Parties are obliged to maintain confidentiality of all facts that are contained in this Agreement or directly related to it or related to the other Party's business affairs of which they may become aware, unless such information has been disclosed to the public without breach of this Agreement.
- 7.4. A Party is not bound by these confidentiality obligations if the other Party agrees via a prior written consent to disclose such information, if such information is available to the public, if public authorities require such information in the exercise of their powers or in other cases stipulated by law. If a public authority requires such information, the relevant Party is obliged to immediately notify the other Party before it provides such information so the other Party may make a qualified objection against such procedure of the public authority if it so desires.
- 7.5. The Provider is entitled to disclose the Customer's information or documents to its third party agents or partners whom the Provider engages for the purpose of arrangement of the Services, if such disclosure is necessary for efficient provision of the Services.
- 7.6. Each Party shall make maximum effort to protect confidential information from being leaked or lost due to an infringement of confidentiality, theft or infringement of confidentiality by third parties.
- 7.7. Each Party shall promptly report to the other any actual or suspected violation of the terms of this Agreement and shall take all reasonable steps to prevent, control or remedy such violations.



VIII. MISCELLANEOUS

- 8.1. In no event shall any of the Parties be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services. For avoidance of doubts, this includes also cases where the Provider is unable to provide any of the Services due to any act or omission of any third party and/or the Customer which the Provider is unable to affect (e.g. refusal of a licensing authority to grant a gaming license; failure of a third party to provide cooperation necessary for provision of the Service; refusal of a bank to open an account; a decision or other intervention by a public authority etc.).
- 8.2. The Customer acknowledges that all timeframes provided or discussed by the Parties in connection with the Services are merely estimates, since exact deadlines for provision of the Services are largely dependent on conduct of third parties which the Provider is unable to affect.
- 8.3. All notices shall be in writing and given by personal delivery, certified mail, return receipt requested, by commercial overnight courier, by facsimile or by email, to the authorised representative at the recipient's address set forth on the first page of this Agreement or that is specified below or to such other address as either Party may specify by the written notice to the other. Notice shall be deemed given on (a) the date of personal delivery, (b) the third business day after mailing, or (c) the next business day after sending the email, facsimile, or after the sending the notice via an overnight courier (unless the return receipt of the courier's record evidences a later delivery).

Provider: account@slotegrator.com
 Customer: limescoltd@gmail.com
 and copy to info@g-force-corporate-services.com

- 8.4. In case that any provision of this Agreement becomes invalid or ineffective or if for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, the other provisions of the Agreement are not affected and are still valid and effective. Such provisions of the Agreement shall be enforced to the maximum extent permissible so as to the intent of the Parties and the remainder of this Agreement shall remain in full force and effect.
- 8.5. This Agreement shall be governed and construed in accordance with the laws of Malta. Any litigation or other dispute resolution between the Parties relating to this Agreement shall take place in Malta. All disputes arising from the present Agreement and/or in connection with it shall be finally decided by the Malta Arbitration Centre.
- 8.6. The headings of the paragraphs of this Agreement are descriptive and for convenience of reference only and shall in no way define, limit or describe the scope or intent of the provisions of this Agreement.
- 8.7. The Parties agree that they have each materially and fully participated in the negotiation and drafting of this Agreement and, if this Agreement ever should be the subject of interpretation by a court or arbitration, it shall not be construed or interpreted against either Party for the reason that it was drafted by only one Party.

- 8.8. Amendments may be made to this Agreement at any time with the consent of the Parties. Any amendments made to this Agreement shall have no force or effect whatsoever unless made in writing and signed by each of the Parties hereto.
- 8.9. Terms of computer or software terminology which are not otherwise defined herein will have the meanings normally attributed thereto in the computer or software industry, unless the context of the use of such terminology would suggest otherwise.
- 8.10. This Agreement with its all annexes represents the entire agreement and understanding of the Parties regarding the subject matter thereof and supersedes all prior and contemporaneous understandings or agreements of the Parties. Except as expressly provided in this Agreement, all conditions, warranties, terms and undertakings, express or implied, statutory or otherwise in relation to the undertaking of the activities provided for in this Agreement are hereby excluded to the maximum extent permitted by law.



Signatory page

03 January 2023
Date _____
On behalf of the **Provider**

DocuSigned by:

23DC19543D16444

SIGNED volodymyr Riazhechkin
BY _____

Date: December 23, 2022
On behalf of the **Customer**



SIGNED BY: Gouloud Hammoud
Director for and on behalf of G-Force
Corporate Services B.V.
Director for and on behalf of Guardian
Corporation Curacao B.V.

Date _____
On behalf of the **Payment Processor**



SIGNED
BY 

Annex 1
Specification of Services and Remuneration

Service	Remuneration
Arranging an online gambling license in Curacao on behalf of the Customer - This includes initial application fee and local ISP service for compliance backups	11,000 EUR - The remuneration shall be paid in within 10 days from the date of signing of the Agreement.
Assistance in matters not mentioned above	200 EUR per hour - An hourly fee for each hour spent by the Provider on providing of the Services not mentioned above to the Customer. - Payable within 10 days from the Customer's receipt of the Provider's invoice (which shall specify the services and hours spent on their provision). - NOTE: The Provider shall always specify the nature of these services and inform the Customer in advance about these and the Customer shall always confirm the provision of these specified services.

