

Contract of Employment

THIS EMPLOYMENT AGREEMENT [the "Agreement"] is made this 1st day of the month of April of the year two thousand and twenty-six [2026] and shall be effective as from the Start Date as defined in Section 3 of this Agreement.

BETWEEN

- (1) **SNOWBARK N.V.**, a company registered in accordance to the laws in force in Curaçao, bearing company registration number 155264) and having its registered address at Seru Loraweg 17C in Curacao, Willemstad, Curaçao, Curacao, Dutch Caribbean, (the "**Company**"); and
- (2) **Mr. Rayshawn Gabriel-Alexander Martina**, of Dutch National and holder of Curacao ID Card Number 2003062701 and residing at Schonegevelstraat 64 6 in Curaçao (the "**Employee**").

The Company and the Employee are hereinafter collectively referred to as the "Parties", or individually as "Party".

1. PRELIMINARY

- 1.1 The headings in this Contract are inserted for convenience only and shall not affect its construction.
- 1.2 References in this Contract to any law includes any modification, amendment or re-enactment of that law.
- 1.3 References in this Contract to the singular include the plural and the masculine shall include the feminine and vice-versa.

2. EMPLOYMENT

- 2.1 The Company hereby employs the Employee to serve as a **Branch Manager**.
- 2.2 The Employee hereby accepts employment with the Company upon the terms and conditions set forth in this agreement and agrees to devote all his time, energy and ability to the interests of the Company and to perform his duties in a professional, proficient and trustworthy manner as his position as Employee requires or may require of him.
- 2.3 The Employee acknowledges that he is to also abide by and adhere to any rules, policies, guidelines, regulations and procedures of the Company and any rules or other procedures set out in the Company Handbook. It is the Employee's responsibility to be aware of the clauses, procedures and rules set forth within the Company Handbook or any other internal procedures of the Company even when these are not found within the Company Handbook but have been in some way notified to the Employee, whether by email or any other means and at any time, in writing or otherwise.
- 2.4 The Employee warrants that he is not aware of any material fact which may affect his Employment or his performance in terms of his Employment with the Company and that all such material facts within his knowledge have been disclosed to the Company.
- 2.5 The Employee acknowledges that he must notify the Company of any financial or business interest and/or activity, whether current or planned/intended, which he may have in any other business (including but not limited to that held in or with any business partners, suppliers or competitors of the Company) immediately upon becoming associated or employed by the Company. Failure to notify the Company about such financial or business

interests and/or activity shall constitute a serious breach of this Agreement and may constitute good and sufficient cause to terminate employment as outlined under Clause 14 herein.

- 2.6 The Employee also acknowledges that he is bound to inform, declare or notify the Company of any other interest or activities that may affect the performance of the Employee in his employment with the Company or where there may be the appearance of any conflict, whether or not any actual conflict exists. Failure to make any such declaration or notification shall constitute a serious breach of this Agreement and may also constitute good and sufficient cause to terminate employment as outlined under Clause 14 herein.
- 2.7 The Employee warrants that he has not been convicted of any criminal offence in Curaçao or abroad and that he is not an accused party subject to any criminal proceedings or under criminal investigation in Curaçao or abroad. The Employee is obliged to provide any information to the Company in terms of his being convicted or accused of any criminal activity and is obliged to provide a police conduct certificate to the Company on the Start Date as defined below or as soon as practicable.
- 2.8 It is understood that the Employee shall terminate any other Employment in which he may be presently engaged in such a way that the Employee may be able to take up employment with the Company by the Start Date as defined below. The Employee acknowledges that he may not take up any other employment with any other business/entity/company whilst employed by the Company, unless authorisation by the Company is given in writing.

3. TERM

- 3.1. The Employment shall be for a defined period to commence for one **(1) year on April 15th, 2026 (15.04.2026) (the "Start Date")** and terminates by operation of law on April 14th, 2027 (14.04.2027)

4. TRIAL PERIOD

- 4.1 The first two (2) months following the date of employment shall be a trial period. During the trial period either party shall have the right to terminate this agreement with immediate effect.

5. EFFECTIVE DATE

- 5.1 The Effective Date of this Agreement shall be the date set forth above in Clause 3 above and, saving such provisions intended to survive and/or operate following termination of this Agreement, the provisions under this Agreement shall continue in force and shall bind the Parties hereto until the earlier of:
- i. The Effective Date of any Subsequent Employment Agreement agreed to and concluded between the parties hereto in substitution hereof;
 - ii. The Effective Date of termination of the Employee's employment in accordance with the provisions of this Agreement;

6. PLACE OF BUSINESS

- 6.1 The Employee must attend for work and carry out his duties under this Agreement at the Company's usual place of business at Rooi Catootjeweg 4C, Willemstad, Curaçao, or at such other place as the Company may from time to time determine or require, at its absolute discretion.
- 6.2 The Employee may be required to work at other locations from time to time to meet the needs of the Company's business and to travel on the business of the Company in Curaçao or abroad to such places as may be reasonably necessary for the proper performance of his duties.

7. HOURS OF WORK

- 7.1 The Employment shall be full-time based on a forty (40) hour week.
- 7.2 The Employee shall work as a schedule worker according to a periodical work schedule (schema werker) as stipulated in the "arbeidsregeling 2000".
- 7.3 The Employee acknowledges that the Company may require the Employee to work such additional hours as may be necessary. Remuneration for overtime ration is granted as Time Back. The employee will receive the equal amount of time back for the additional hours worked.
- 7.4 For the purposes of calculating the average number of weekly working hours worked by the Employee, the Employee's working time shall only consist of those periods during which he is carrying out his activities for the Company. Lunch breaks and time spent travelling to and from the Company's premises at the beginning and end of the working day will not be working time for these purposes.

8. DUTIES

- 8.1 The Employee shall during the continuance of the Employment devote his best efforts and working time to the business of the Company and to such duties as are consistent with his position described in clause 8.2 hereunder and shall endeavour to act in a diligent and prudent manner, safeguard the Company's interest and refrain from acting in a manner which could or may prejudice the business, interests or reputation of the Company.
- 8.2 The Employee will be employed in the capacity of **Branch Manager**, which duties and responsibilities among others include those specified in the job description attached to this Employment Contract.
- 8.3 The Employee may furthermore be required to perform such duties consistent with his position as necessary to meet the needs of the Company's business.
- 8.4 The Employee shall at all times and in all respects conform to and comply with the directions and instructions of the Company and shall be answerable to the Board of Directors or such other person as may from time to time be designated by the Company.
- 8.5 The Company shall have the authority to establish from time to time the policies and procedures to be followed by the Employee in the administration of the Company's business and affairs and the Employee shall abide by the said policies and procedures which the Company may issue or amend from time to time.
- 8.6 The Employee shall not utilise the Company's e-mail and information technology facilities for his personal use unless so authorised by the Company, and the use of such facilities shall be such as not to compromise the interests of the Company. The Company further reserves the

right to access, view and/or delete the Employee's mailboxes or e-mail messages without the consent and/or knowledge of the Employee.

9. LIMITS OF AUTHORITY

- 9.1 The Employee is not permitted to do anything which is inconsistent with his position within the Company.
- 9.2 The Employee is not permitted to entertain any of the Company's clients or temporary workers in or out of the office nor receive any gifts from the same unless authorised by the Company.

10. SALARY, BENEFITS & EXPENSES

- 10.1 In consideration of the services under this Agreement the Company shall pay the Employee a gross salary ("**Gross Salary**") at the rate of **(Two Thousand Sixty Seven and Eighty Seven cents) Caribbean Guilders (XCG 2,067.87)** per month, payable monthly in arrears consistent with the Company's payroll practices, less deductions for tax, National Insurance contributions and any other deductions which the Company is required to make, but including any bonuses to which the Employee may be entitled in terms of law.
- 10.2 The Employee shall be responsible for his own expenses, unless expressly stipulated otherwise under this Section.
- 10.3 In the event that the Employee may be required to travel abroad on business of the Company, the Company shall cover those expenses incurred for travel, and accommodation costs, provided the Employee delivers to the Company receipts and other official confirmations of costs incurred.

11. ACCEPTANCE OF GIFTS

- 11.1 The Employee may not, without the prior written consent of the Company, accept any gift and/or favour of whatever kind from any officer or client of the Company or any prospective officer or client or candidate or any third party whatsoever.

12. HOLIDAY ENTITLEMENT

- 12.1 The Company's holiday year runs from first (1st) January to thirty first (31st) December. In each holiday year the Employee's holiday entitlement shall be 20 working days per calendar year.
- 12.2 Vacation leave shall be granted according to the exigencies of the Company. The Company reserves the right at its sole and absolute discretion to require the Employee to take vacation leave on a particular day or days or between particular period or periods and to require the Employee to refrain from taking leave on particular day or days or particular period or periods. The Employee shall also be entitled to all statutory national holidays and public holidays according to law.

- 12.3 The Employee is allowed to carry forward a maximum of 10 days of holiday entitlement to the next calendar year.
- 12.4 Holiday entitlement in any holiday year in which the Employment commences or terminates other than at the beginning or end of that year shall be proportionate to the period of employment in that year in whole months.
- 12.5 Upon termination of the Employment, the Employee will be entitled to a pro rata payment in lieu of any unused holiday entitlement up to the statutory limit of paid annual leave. Holiday entitlement in excess of statutory leave will only be paid at the discretion of the Company. The Company reserves the right to deduct payment for holidays taken in excess of holiday entitlement under this clause from the final payment of salary to be made to the Employee. The Company also reserves the right to require the Employee to take any outstanding holiday leave during his notice period.

13. SICKNESS AND SICKNESS PAY

- 13.1 During illness the Employee will be entitled to 100% of his gross salary based on article 10.1 of this agreement for the first six (6) months, 80% of his gross salary for the months 6 – 24 during illness per annum, less any sickness benefit to which he may be entitled.
- 13.2 The Company may require the Employee to furnish the Company with adequate medical certificates certifying his unavoidable absence from work, and the Company reserves the right to make the necessary deductions, on a pro rata basis, from the Employee's salary for such days in respect of which the Employee shall fail to produce satisfactory evidence of his absence.
- 13.3 The Company reserves the right to request the Employee to submit to a medical examination with a medical practitioner of its choice during any period of absence due to illness or incapacity. For the purposes of the Data Protection Act 2001, the Employee hereby expressly consents to the Company retaining information about his health supplied by such medical practitioner on his personal file for as long as is reasonably necessary.

14. TERMINATION

- 14.1 The Company may terminate the Employment of the Employee ipso facto without notice, compensation or payment in lieu of notice and without payment in lieu of untaken holiday entitlement in excess of statutory leave entitlement, in, inter alia, the following circumstances, which shall be deemed to be good and sufficient cause to terminate:
- i. in the event of gross misconduct by the Employee relating to the Company or any of its clients, or any other company within the Group Companies or any of their clients, or;
 - ii. where the Employee commits any serious breach or persistent breaches or non-observance of the terms of this Agreement or of his Employment generally; or
 - iii. of the Employee is, in the reasonable opinion of the Board, negligent and incompetent in the performance of his duties; or
 - iv. Any act or omission which is illegal including theft, drug-related activity, fraud or any other act or omission effecting public trust, whether this was committed on within the premises of the Company or any other place; or
 - v. if the Employee is convicted of a criminal offence other than a minor road

traffic offence in Curaçao or elsewhere, and unless such road traffic offence results in a custodial sentence, and unless such conviction is in respect of a criminal offence committed by the Employee in the course of his employment with the company and in execution of his duties under this agreement unless such conviction results in a custodial sentence; or

- vi. if the Employee fails to provide a clean Police Conduct or any other document as required by the Company or fails to disclose that he has been found guilty of a criminal offence or that he is the accused party in on-going criminal proceedings against him in Curaçao or elsewhere.
- vii. If the Employee fails to disclose any information or to notify the Company as required within this Agreement, including that in regard to any material fact that may affect the Employee's performance or role within the Company, and any business or financial interest that the Employee may have in any other business/company; or
- viii. If the Employee repeatedly fails to adhere to any rules, policies, guidelines or regulations outlined within the Company Handbook and any other company policies which have been notified to the Employee by any means and at any time in writing or otherwise.
- ix. if the Employee does not continue to devote his whole time and attention to the business of the Company during his notice period; or
- x. where the Employee acts in a manner which has a detrimental effect on the business or reputation of the Company, including but not limited to circumstance in which the Employee is found to be guilty of any fraud or dishonesty or acts in any manner which in the opinion of the Board brings or is likely to bring the Employee, any Group Company or any Client into disrepute or is materially adverse to the interests of any Group Company or any Client; or
- xi. where the Employee has improperly disclosed confidential or proprietary information of the Company; or
- xii. ceases to be authorised by the relevant gaming authority to work with the Company where necessary;
- xiii. if the Employee fails or becomes incapable to assume his duties as Employee or any other duties assigned to him, and fails to cure such failure or inability after having been granted a reasonable opportunity in writing to cure such failure or inability; or
- xiv. if the Employee ceases to be eligible to work in Curaçao; or
- xv. if the Employee ceases to habitually reside in Curaçao and establishes himself outside Curaçao.

14.2 Upon termination of the Employee's employment in accordance with the preceding Article, the Company shall be under no further obligation to the Employee save in respect of payment of all accrued and unpaid base salary to the date of termination calculated on a pro rata basis, this without prejudice to any other right of recourse the Company may have against the Employee for such breach.

- 14.3 The Employment may also be terminated by the Company via email or phone or verbally communicated or any other source of communication as the Company deems adequate; or by the Employee without cause, provided that the statutory period of notice is given.
- 14.4 Any notice of termination given by the Employee which is in excess of the above period of notice shall be disregarded and shall be deemed to take effect as a notice of the correct length. For any avoidance of doubt, termination date is last day worked by the employee after the expiration of relevant notice period.
- 14.5 Failure to give notice in accordance with the above by the Employee, shall result in the liability of the Employee to pay to the Company a sum, equal to half the wages that would be payable in respect of the period of notice. The Company reserves the right to make the necessary deductions in terms of any failure by the Employee to give notice from the Employee's final salary. If the Company fails to give the said notice, the Company shall be liable to pay to such Employee a sum equal to the wages that would have been payable in respect of the period of notice.
- 14.6 The Company reserves the right to require the Employee to work at the usual place of work and pay the Employee his salary in lieu of notice or to require the Employee to remain away from work during the notice period, whichever may be appropriate. Any payment in lieu of notice will have tax, National Insurance contributions, any sums due to the Company and any other sums which may be due deducted at source. Where the Company requires the Employee to remain away from work during the notice period, whether the Employee or the Company gave notice, the Employee is required to comply with all other terms of this Agreement and any other conditions laid down by the Company and during such time whilst on full pay will not be permitted to work for any other person, firm, corporate body or on his own behalf without the Company's prior written permission.
- 14.7 On termination, the Employee shall co-operate with the Company to effect a transition of the Employee's responsibilities and to ensure that the Company is aware of all business and matters being handled by the Employee prior to the termination of his Employment.

15. RETURN OF PROPERTY

- 15.1 Upon termination of the Employee's Employment for whatever reason, the Employee shall immediately deliver to the Company all books, mobiles, files, documents, keys or key cards, paper, records, materials and other property of or relating to the Company, any company from the Group Companies or any of their clients, together with all copies thereof.
- 15.2 If requested to do so by the Company, the Employee shall forthwith certify in writing that all Company property has been returned to the Company and that the Employee does not possess and has not retained or supplied at any time during or immediately following the termination of this Agreement any copies of the same to any third party.

16. CONFIDENTIALITY

- 16.1 In this Agreement, the following expressions shall have the following respective meanings:
- i. "the Business" means any business carried on by the Company, or any other Group Company, at the date on which the Employee's employment with the company has terminated ("Termination Date") :
 - a. in which the Employee was engaged during the period of twelve (12) months immediately preceding the Termination Date; and / or

- b. in relation to which the Employee is, by virtue of the Employment, in possession of Confidential Information at the Termination Date.
 - ii. "Client" means any person to whom any goods or services were supplied by the Company, or any other Group Company, in the period of twelve (12) months immediately preceding the Termination Date:
 - a. with whom the Employee had material dealings, or for whom the Employee was responsible, in the performance of his duties during the same period of twelve months; and / or
 - b. in relation to whom the Employee is in possession of Confidential Information at the Termination Date.
 - iii. "Competing Business" means any person, firm or corporate body providing, or about to provide, services directly or indirectly in competition with the Company for whom the Employee provides, or intends to provide, his services in any capacity whatsoever following the termination of his Employment with the Company.
 - iv. "Confidential Information" shall include, but shall not be limited to, Intellectual Property, information in any form (including databases, paper, electronically stored data, magnetic media, film, microfilm and information committed to memory) relating to the Company's or the Group's financial position, corporate strategy, business development, business plans, business methods, sales information, fee structures, pricing methods, buying methods, client contacts, client invoicing procedures, client payment arrangements, agreements with clients or prospective clients, agreements with managed service provider organisations or other supplier organisations, agreements with employees, temporary workers, candidates, agreements, consultants, suppliers or agents, management accounts, speculative projects and any other information relating to the business of the Company or the Group which may come to the Employee during the course of his Employment. For the avoidance of doubt it is declared and understood that all such information which may come to the Employee during the course of his Employment shall be deemed to be Confidential information and should any dispute arise it shall be incumbent on the Employee to prove that the information used, disclosed, divulged or communicated was, prior to such use, disclosure or communication, in the public domain.
 - v. "The Group" for the purposes of this section and every other section within this Agreement shall mean the Company and any other company which is its subsidiary or its holding company or a subsidiary of any such holding company provided that such reference shall, if the context so requires, be interpreted so as to refer to any one or more Group Company;
 - vi. "Group Company" for the purposes of this section and every other section within this Agreement shall mean any company in the Group;
- 16.2 The Employee is aware that in the course of the Employment he will have access to and be entrusted with Confidential Information.
- 16.3 The Employee shall not, except in the proper course of his duties or with the written permission of the Company, during the Employment divulge or communicate to any person whatever or otherwise make use of any trade secret or Confidential Information which the Employee has received or obtained during the course of the Employment.

- 16.4 The Employee shall not, except in the proper course of his duties or with the written permission of the Company, at any time after the termination of his employment divulge or communicate to any person whatever or otherwise make use of any Confidential Information or trade secrets which the Employee has received or obtained during the course of his employment.
- 16.5 The Employee shall not, without the Company's prior written permission, during or at any time after the Employment remove, send (by any means, including by email) or download any Confidential Information for his personal use or the use of a competitor or any third party.
- 16.6 The restrictions in this Clause shall not apply in respect of any information which is or has entered the public domain, in any manner other than by a breach of this section of the Agreement by the Employee, or which the Employee is required to disclose by any court or competent authority or which by virtue of the Employment is part of the Employee's own skill and knowledge.
- 16.7 During his Employment with the Company the Employee will not knowingly disclose or use any proprietary or Confidential Information or Intellectual Property which he may have acquired because of employment with a company other than the Company or acquired from any other third party, whether such information is in his memory or embodied in a written or other physical form, if such disclosure or use would breach any agreement between the Employee and such other company or other third party.

17. ENTIRE AGREEMENT & AMENDMENT

- 17.1 This Agreement contains the entire agreement between the Parties and supersedes all or any previous agreements, whether oral or in writing, made between the Parties hereto with regard to the subject matter hereof.
- 17.2 Any amendment to this Agreement shall only be effective if executed in writing and signed by the Employee and an authorised representative of the Company.

18. SEVERABILITY

- 18.1 If any term, covenant, condition or provision in this Agreement shall be held to be illegal or unenforceable, whether in whole or in part, the Agreement shall be construed in all respects as if such term or provision was omitted and the validity and enforceability of the remainder of this Agreement shall not be affected and shall remain in full force and effect.

19. WAIVER & RIGHTS CUMULATIVE

- 19.1 The rights and remedies provided in this Agreement are cumulative, and the exercise of any right or remedy by either Party hereto or its successors, whether pursuant to this Agreement or to law, shall not preclude or waive its rights to exercise any or all other rights and remedies.
- 19.2 The waiver or forbearance or failure of a Party in insisting in any one or more instances upon the performance of any provisions of this Agreement shall not be construed as a waiver or relinquishment of that Party's rights to future performance of such provision and the other Party's obligations in respect of such future performance shall continue in full force and effect.

20. ASSIGNMENT & TRANSFER

20.1 The Employee's rights and obligations under this Agreement shall not be transferable by assignment or otherwise and any purported assignment, transfer or delegation or any of the rights and obligations incumbent on the Employee shall be void.

21. CHOICE OF LAW AND JURISDICTION

21.1 This Agreement shall be governed by and construed in accordance with the laws of Curaçao, and the Company and the Employee agree to the exclusive jurisdiction of the Curaçao courts.

This Agreement is executed in two original counterparts, with one counterpart intended for each Party.

Snowbark N.V.

Rayshawn Gabriel-Alexander Martina



(SMES) Solutions for Management and
Employment Support N.V.
Date: 02.04.2026





Mr Martina