

AGREEMENT FOR SERVICES

This Agreement is made the 07th day of July, 2020 between:

- (1) **WINLINK B.V.**, a company incorporated under the laws of the Curacao, with its registered address at Fransche Bloemweg 4, Curacao (hereinafter referred to as "**the Company**")
- (2) **Mr Andrii Podvysotskyi**, holder of an international passport with number ET 398531 (hereinafter referred to as "**the Beneficiary**")
- (3) **Oneworld Limited**, of 75 Prodromou Avenue, Oneworld Parkview House, 2063, Nicosia, Cyprus (hereinafter referred to as "**the Service Providers**")

WHEREAS

The Beneficiary/ies, in their capacity as the beneficial shareholder/s of the Company and the Company, wish that the Service Providers provide through their subsidiaries and/or affiliated companies, employees and associates selected corporate and advisory services.

NOW, THEREFORE, it is agreed as follows:

1. Engagement

The Company engages the Service Providers to provide; *Registration of entity, Domiciliary services, Corporate and administration, Accounting and VAT, Tax advice, Management and IFRS accounts and Other* (hereinafter be referred to as "**the Services**") and the Service Providers accept to provide such Services upon the terms and conditions of this agreement.

2. Remuneration

- 2.1 All fees for the rendering of the Services will be charged by the Service Providers to the Company unless otherwise agreed. All invoices issued shall be payable within three weeks of their issue.
- 2.2 Such fees will be based on the Annual Charges Schedule issued by the Service Providers and any services not included therein will be calculated on a time basis depending on the level of responsibility and the charge out rate of the staff. Out of pocket expenses and any disbursements will be charged in addition.

3. Guarantee and Indemnity by the Beneficiary

- 3.1 Each/the Beneficiary guarantees the payment of all invoices issued by the Service Providers. If the Company in any respect fails to perform its obligations under this agreement, each/the Beneficiary indemnifies the Service Providers against all losses, damages, costs and expenses that they may incur by reason of any default on the part of the Company in performing and observing its obligations under this agreement.

4. Instructions

- 4.1 The Beneficiary/ies and/ or the Company shall provide the Service Providers promptly and accurately with all such instructions, information, consents and documents as shall be required by the Service Providers and shall not give or cause or allow any of their officials to give the Service Providers any

directions which are unlawful or which would give rise to any liability by the Service Providers as aforesaid;

- 4.2 Unless otherwise agreed in writing the Service Providers may only act upon any direction or instruction received by or notified to them by the Beneficiary/ies or through one of their duly authorised officials listed below:

Name	Passport No	Address:	Authority:	Signature specimen
Andrii Podvysotskyi	ET 398531	29 Akademika Zabolotnoho Str. Apt 9, 65069 ODESA, Ukraine	unlimited	

5. Information

The Beneficiary/ies and or the Company shall immediately inform the Service Providers of any matter adversely affecting the Company or the performance of the Services and in particular, without prejudice to the generality of the foregoing, of the happening of any of the following events:

- (i) the commencement of any proceedings for the appointment of an administrator, receiver or similar officer to manage the affairs or the assets of the Company or the Beneficiary/ies;
- (ii) the change of the Beneficiary/ies. Upon such change this agreement will be either terminated or novated, as may be agreed by the Parties;

6. Termination

- 6.1. Any of the parties may terminate this agreement at any time upon giving not less than 30 days' notice in writing to the other party.
- 6.2. The Service Providers shall be entitled to terminate this agreement by giving notice in writing to the Company and the Beneficiary/ies with immediate effect forthwith upon breach of any of the obligations undertaken by the Company or the Beneficiary/ies and further to termination the Company and/ or the Beneficiary/ies shall immediately pay to the Service Providers all sums due.

7. Confidentiality

- 7.1. None of the parties hereto will disclose to any third party, without the other party's prior written consent, any information concerning their respective affairs which is received for the purpose of providing or receiving the Services ("Confidential Information"). This restriction will not apply to any information which:
- (a) is or becomes generally available to the public other than as a result of a breach of the parties' respective obligations not to disclose; or
 - (b) is acquired from a third party who owes no obligation of confidence to any of the parties.
- 7.2. Notwithstanding the above, any of the parties hereto will be entitled to disclose Confidential Information to a third party to the extent that this is required by law, by any court of competent jurisdiction, or by a governmental or regulatory authority, or where is a legal duty or requirement to disclose.

8. Miscellaneous

8.1. Obligations regarding Financial Statements

The Company is required by law to prepare, audit and file with the local authorities annual financial statements in accordance with the International Financial Reporting Standards as well as pay the relevant taxes (if any) within time deadlines. Each/the Beneficiary hereby agrees to fully cooperate with the Service Providers and take all necessary steps so as to abide with the said obligation.

8.2. Obligations regarding Due Diligence

The Beneficiary/ies shall provide the Service Providers with the necessary Know Your Customer ("KYC") information and documents, as such may be requested from time to time, in accordance with the respective legal framework, the Service Providers' Regulator and the firm's internal policies. Subject to the provisions of Clause 7, the KYC provided will be processed only for compliance purposes and will be safely kept at the Service Providers' premises.

8.3. Severance

The invalidity of one or more of the provision of this agreement shall not invalidate or otherwise affect any of the other provisions of this agreement which shall remain in full force and effect.

8.4. Notices and Change of address

Any notice to be served on any of the parties hereto shall be sent by prepaid recorded delivery or registered post to the address of the relevant party shown at the head of this agreement or by facsimile transmission or by electronic mail. Each of the parties hereto shall give notice to the others of the change of any address or e-mail address or telephone or similar number, within 72 hours of such change.

8.5. Assignment

This agreement and all rights under it may be assigned by the Service Providers.

8.6. Proper law and jurisdiction

This agreement shall be governed by Cyprus law and any proceedings arising out of or in connection with this agreement may be brought in any court of competent jurisdiction in Nicosia, Cyprus. Notwithstanding the above, the Service Providers may commence any proceedings arising out of this agreement in any other jurisdiction as they consider appropriate.

AS WITNESSED this Agreement has been signed by the duly authorised signatories of the aforementioned parties hereto on the date first above written:-

By: Christopher van Rosberg / Andy P. Senior

 Name: Xecutive Corporate Management B.V. For and on behalf of WINLINK B.V.	 Name: Theodoros Theodorou For and on behalf of Oneworld Limited	 Name: Andrii Podvysotskyi Beneficiary
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