

SERVICE AGREEMENT

This Service Agreement (the “**Agreement**”), dated ____ 2023 and effective ____ **2023** (the “**Effective Date**”), is made by and between **KASHXA LIMITED**, a company duly incorporated pursuant to the laws of Cyprus, holding company number HE 427606, having its principal place of business 12 Aigyptou, Nicosia, 1097, Cyprus and represented by Ms Ekaterini Ioannou, Director of Octoplus Consultants Limited, in accordance with the memorandum and articles of the Company (the “**Company**”) and _____, located at _____ and registered under _____, duly represented by _____ (the “**Service Co.**”).

WHEREAS, the Company desires to receive from the Service Co. Services (as defined below) and Service Co. represents that she is capable of providing such Services and is willing to provide such Services to the Company in accordance with the terms and conditions of this Agreement; and

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, the parties hereto, intending to be legally bound hereby, agree as follows:

1. General

- 1.1. The preamble and exhibits to this Agreement constitute an integral part thereof.
- 1.2. The headings in this Agreement are for convenience purposes only and shall not be construed in the interpretation thereof.
- 1.3. “Group Company” shall mean the Company, its subsidiaries or holding companies from time to time and any subsidiary of any holding company from time to time.

2. Appointment

- 2.1. Upon the terms and subject to the conditions set forth in this Agreement, the Company hereby retains Service Co. to provide it with _____ advice services (the “**Services**”) through its representative _____. Service Co. shall report regularly and shall be subject to the direction and control of the CEO of the Company and/or any other office holder designated by the Company.
- 2.2. During the Term of the Agreement (as defined below), the Service Co. agrees to devote all of her business time, professional attention, best efforts and ability to the business and affairs of the Company and to the performance of the Services hereunder.
- 2.3. Service Co. shall not be allowed to undertake or accept any other paid or unpaid engagement or occupation or be associated with, directly or indirectly, any other business, duties or pursuits without the prior written consent of the Company of such engagement and provided it will not interfere with Service Co. duties to the Company.
- 2.4. Service Co. shall perform her duties diligently, conscientiously and in furtherance of the Company's best interests. Service Co. agrees and undertakes to inform the Company, immediately after Service Co. becomes aware, of any contract and/or matter that may in any way raise a conflict of interest between Service Co. and the Company.
- 2.5. During the Term of this Agreement, Service Co. shall not receive any payment, compensation or benefit from any third party in connection, directly or indirectly, with the performance by Service Co. of the Services. In the event that, subject to the Company's approval, the Service Co. will provide similar Services to another Group Company or third party and will receive any payment for such, the amount of such payment will be deducted from the Consideration amount the Service Co. is entitled to receive in accordance with clause 5.1 herein.
- 2.6. Service Co. shall perform all of the Service Co. duties hereunder remotely; however, Service Co. understands and agrees that Service Co. s position may involve travel abroad from time to time, in accordance with the Company's needs and requirements.
- 2.7. The Company may instruct Service Co. to provide the Services to the Company's affiliates or subsidiaries of the Company, or another third party, whereupon such affiliate or third party shall be third party beneficiaries of this Agreement and the applicable provisions of this Agreement shall apply also with respect to such affiliate or third party.

- 2.8. If the Service Co. is unable to provide the Services due to illness or injury, she shall advise the Company of that fact as soon as reasonably practicable. For the avoidance of doubt, no fee shall be payable in accordance with Section 4 in respect of any period during which the Services are not provided.

3. Term and Termination

- 3.1. Service Co. shall assume her duties on the Effective Date and shall continue until it is terminated as hereafter provided (the “**Term**”). The Company shall have the right to terminate this Agreement immediately during any period of the Term should it result that the due diligence conducted by the Company on the Service Co. or any of its representatives is unsatisfactory to the Company standards.
- 3.2. Service Co. shall provide the Services 365 calendar days per year, excluding annual vacation leave, weekends and public holidays.
- 3.3. Service Co. is entitled to Five business weeks of paid vacation or 25 working days in a calendar year plus statutory public holidays in their country.
- 3.4. Each party may terminate this Agreement by giving the other party no less than 30 (thirty) days’ prior written notice, subject to Section 3.4 below (the “**Notice Period**”). However, the Company reserves the right to terminate the Agreement immediately by giving written notice to the Service Co. during the first three (3) months from the Effective Date.
- 3.5. Notwithstanding the aforesaid, in the event of Cause (as defined hereafter), or an event of the Disability of the Service Co. (as defined below), the Company shall be entitled to terminate this Agreement immediately and this Agreement shall be deemed effectively terminated as of the time of delivery of such notice. The term “Cause” shall mean: (a) the Service Co. commits any gross misconduct affecting the business of the Company or any Group Company; (b) the Service Co. commits any fraud or dishonesty or acts in any manner which in the opinion of the Company brings or is likely to bring the Service Co. or the Company or any Group Company into disrepute or is materially adverse to the interests of the Company or any Group Company; (c) any breach of Sections 6, 7 or 8 of this Agreement which, to the extent curable, is not cured within 7 (seven) days of notice by the Company thereof; (d) the Service Co. is, in the reasonable opinion of the Company, negligent or incompetent in the performance of the Services; (e) conviction of the Service Co. of any criminal offence; (f) the Service Co. is declared bankrupt or makes arrangement with or for the benefit of her creditors; (g) the Service Co. commits any breach of the Company’s policies and procedures or commits any offence under the Bribery Act; and/or (g) if a Claim (as defined below) has occurred. The term “Disability” shall mean any physical or mental illness or injury as a result of which the Service Co. remains absent from work for a period of 6 (six) successive months, or an aggregate of 6 (six) months in any 12 (twelve) month period. Disability shall be considered as occurred upon the end of such six-month period.
- 3.6. During the Notice Period, this Agreement shall remain in full force and effect and there shall be no change in Service Co. position with the Company or any obligations hereunder. Notwithstanding the foregoing or anything else to the contrary in this Agreement, the Company may, at its sole discretion, terminate this Agreement with immediate effect upon a written notice to Service Co. and payment to Service Co., within not more than 30 (thirty) days thereafter, of a one-time amount equal to all Consideration payments to which Service Co. would have been entitled during the Notice Period, in lieu of such prior notice. In the event of continuing services of Service Co. during the Notice Period (if the Company did not choose to terminate the Agreement with immediate effect as provided above), Service Co. shall cooperate with the Company and use Service Co. best efforts to assist the integration into the Company’s organisation of the person or persons who will assume Service Co. responsibilities.
- 3.7. The termination of this Agreement, for any reason, shall not affect any of the parties rights and obligations in accordance with Sections 5, 6, 7, 10, 11 and 13 hereof, and such rights and obligations shall remain in full force and effect.

4. Policies and Acknowledgement

- 4.1. Service Co. agrees and acknowledges that any and all technological information of the Company, including in relation to any technological systems, to which she shall have access during the course of this Agreement, are the sole and exclusive property of the Company and that all such systems are and shall be monitored by the Company regularly, at its discretion. Service Co. understands that she should have no expectation of privacy in its use of such systems.
 - 4.2. Service Co. shall otherwise comply with all policies and instructions of the Company, as the same are issued in writing to all other service consultants or employees from time to time.
5. Consideration
 - 5.1. In consideration for providing the Services to the Company hereunder, the Company agrees to pay to Service Co. a fixed fee of _____ (_____) per year (the “**Consideration**”), payable monthly in arrears within 10 (ten) days after the end of each calendar month with respect to the preceding month, subject to the receipt of a tax invoice duly issued by Service Co. to the Company and a maximum of ____ (____ **per cents**) **annual bonus**. The Consideration shall be inclusive of VAT and inclusive of other applicable taxes.
 - 5.2. Service Co. shall be also entitled to reimbursement of all reasonable and customary out of pocket expenses incurred in connection with the provision of the Services to the Company, against having obtained the Company’s prior approval and providing the Company with supporting documents in accordance with Company policies. Such reimbursement of expenses shall be made on a monthly basis, together with the payment of the Consideration.
 - 5.3. Service Co. shall bear and be solely responsible for any taxes (including, without limitation, VAT, if applicable), duties, levies and other statutory payments imposed as a result of the payment of the Consideration and any other payments made to him by the Company, if any, and the Company shall be entitled to deduct all taxes and other payments from the Consideration and from all other payments made to Service Co. if any.
 - 5.4. The Company shall be entitled to withhold any amounts out of the Consideration and any other payments made to the Service Co. by the Company, if any, in accordance with applicable law. Any amounts so withheld shall be considered as paid to the Service Co..
 - 5.5. Service Co. shall be solely responsible for all tax returns and payments required to be filed with or made to any tax authority with respect to Service Co.'s performance of the Services and receipt of any and all payments and reimbursement of expenses hereunder and any advance on account of the same.
 - 5.6. Service Co. agrees that the Consideration and the reimbursement of expenses are and shall be the exclusive compensation that Service Co. is entitled to receive under this Agreement in connection with the provisions of the Services, and Service Co. shall not be entitled to any additional fee, compensation, reimbursement of expenses or other form of payment therefor, unless specifically agreed in writing by the Company.
6. Confidentiality; Proprietary Information
 - 6.1. Subject to the terms of this Agreement, Company hereby grants to Service Co. a non-exclusive, non-transferable, royalty-free license to use its Proprietary Information (as defined below), for the sole purpose of providing the Services to the Company.
 - 6.2. Service Co. acknowledges and agrees that in order to perform the Services, she will have access to confidential and proprietary information concerning the business, financial and other activities of the Company and its affiliates and shareholders including, without limitation, product specification, information relating to the Company's research and development, manufacturing or distribution methods and processes, business plans, computer software and programs (including object code and source code), database technologies, systems’ structures, business methods, investments, financial statements, investors, shareholders, properties, employees, marketing plans, sales, customers, suppliers, trade secrets, test results, processes, data, know-how, ideas, improvements, inventions, techniques and products (actual or planned). Such information, whether in written, oral or computer-generated form, shall be considered as “**Proprietary Information**”.

- 6.3. Proprietary Information shall be deemed to include any and all proprietary information disclosed by or on behalf of the Company, irrespective of form, however excluding information that (i) is or shall become part of the public knowledge, except as a result of the breach by Service Co. of any of her obligations towards the Company under any agreement; (ii) reflects general skills and experience; (iii) reflects information and data generally known in the industries or trades in which the Company operates; or (iv) is required to be disclosed pursuant to any applicable legal requirement or legal process issued by any court or any competent government authority or rules or regulations of any relevant regulatory body, provided that prior notice, if practicable and allowed, is given to the Company before any such disclosure is made and the disclosure is restricted only to that part of the information which its disclosure is absolutely required.
 - 6.4. Service Co. recognises that the Company received and will receive confidential or proprietary information from third parties, subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. In connection with such duties, such information shall be deemed Proprietary Information hereunder, *mutatis mutandis*.
 - 6.5. Service Co. agrees that all Proprietary Information, patents, trademarks, copyrights and any other intellectual property and ownership rights in connection therewith shall be the sole and exclusive property of the Company and its assignees. At all times, both during Service Co.'s engagement by the Company and after termination of the engagement, Service Co. will keep in confidence and trust all Proprietary Information, and Service Co. will not use or disclose any Proprietary Information without the prior written consent of the Company, except as may be necessary for Service Co. in the ordinary course of providing services to the Company.
 - 6.6. Service Co. agrees not to remove from the Company's facilities (except to the extent such removal is for purposes of the performance of the Services) any document, record, notebook, plan, model, component, device or computer software or code, whether embodied in a disk or in any other form; upon the termination of this Agreement, Service Co. shall promptly return to the Company all documents and materials of any nature pertaining to Service Co. engagement with the Company and will not take or retain any documents or materials or copies thereof containing any Proprietary Information.
 - 6.7. Service Co. undertakes and confirms that she has not and will not, make or participate in making, directly or indirectly, through any device or technology whatsoever, any recording or other physical embodiment of any conversations or discussions with the Company, the Company's personnel, representatives or direct or indirect owners, on any matters whatsoever, and she agrees that, if such recordings or other physical embodiments have been made, they shall not be admissible in any court, arbitration or other legal proceedings for any purposes whatsoever.
 - 6.8. Any reference to the Company in this Section 6 shall be deemed to include also any other Group Company, and Service Co.'s obligations hereunder shall be valid, as applicable, with respect to and in favor of such Group Company.
7. Disclosure and Assignment of Inventions; Transfer of Knowledge
 - 7.1. Service Co. understands that the Company is engaged in a continuous program of research, development, production and marketing in connection with its business and that, as an essential part of the Services to the Company, Service Co. is expected to make new contributions, create and promote the creation of inventions of value for the Company.
 - 7.2. From and after the date of the Effective Date, Service Co. undertakes and covenants that she shall promptly disclose to the Company in confidence all inventions, improvements, designs, concepts, techniques, methods, systems, processes, know how, computer software programs, databases, mask works and trade secrets, whether or not patentable, copyrightable or protectable as trade secrets, that are made or conceived or first reduced to practice or created by the Service Co., either alone or jointly with others, during the period in which Service Co. provides the Services to the Company, which (i) are developed in whole or in part during providing the Services to the Company and/or with the use of any of the Company's equipment, supplies, facilities, trade secrets or any other Proprietary Information; (ii) result from or relate to any work Service Co. performs for the Company; (iii) relate to the Company's business and/or Company's research and development (as they shall be from time to time); or (iv) relate to any of the

activities which are handled by the Service Co. or that the Service Co. may be involved in (as they shall be from time to time) as part of her engagement hereunder (the “**Company Inventions**”).

- 7.3. Service Co. represents and warrants that all Company Inventions will be original work of the Service Co., newly designed and developed exclusively for the Company. Service Co. agrees that all Company Inventions shall be the sole and exclusive property of the Company and shall be deemed to be “works made for hire” and will not acquire any rights with respect to Company Invention, even if her efforts hereunder contributed to the same, and the Service Co. hereby waives any claim with respect thereto including, but not limited to, any claim arising from an applicable patent law.
- 7.4. Service Co. hereby irrevocably transfers and assigns to the Company, for the consideration described herein, whether in the form of royalties or otherwise, all worldwide patents, patent applications, copyrights, mask works, trade secrets and other intellectual property rights in any Company Invention, and any and all moral rights that Service Co. may have in or with respect to any Company Invention, and Service Co. hereby irrevocably waives any rights of any kind whatsoever she may have with respect to any such assignment and transfer.
- 7.5. Service Co. agrees to assist the Company, at the Company's expense, in every proper way to obtain for the Company and enforce patents, copyrights, mask work rights and other legal protections for the Company Inventions in any and all countries. Service Co. shall execute any documents that the Company may reasonably request for use in obtaining or enforcing such patents, copyrights, trade secrets and other legal protections. Such obligation shall continue beyond the termination of Service Co.'s services to the Company provided that the Company shall compensate Service Co. at a reasonable rate after the termination of the services for time actually spent by Service Co. at the Company's request on such assistance, and for all of Service Co.'s reasonable expenses related to such assistance. Service Co. hereby irrevocably designates and appoints the Company and its authorised officers and agents as Service Co.'s agent and attorney in fact, coupled with an interest to act for and on Service Co.'s behalf and in Service Co.'s stead to execute and file any document needed to apply for or prosecute any patent, copyright, trademark, trade secret, any applications regarding same or any other right or protection relating to any Proprietary Information (including Company Inventions), and to do all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights, trademarks, trade secrets or any other right or protection relating to any Proprietary Information (including Company Inventions), with the same legal force and effect as if executed by Service Co. herself.
- 7.6. After the Effective Date and during the Term of this Agreement, at any time which the Company (as instructed by its Board of Directors) shall reasonably require, Service Co. shall perform and do any action reasonably required and shall cooperate in good faith with the Company and any of its employees or consultants, in order to cause a full and complete transfer or sharing of knowledge and information from Service Co. to such Company employees or consultants, relating to all aspects of the Company's business, intellectual property and to any other activities which are handled by the Service Co. or that the Service Co. may be involved in (as they shall be from time to time) as part of her engagement hereunder. Without derogating from the generality of the foregoing, Service Co. shall transfer to such employees or consultants designated by the Company the following information and documents, and shall take the following actions: (i) transfer all user names, passwords and codes in its possession or control in connection with the Company and the Company's business; (ii) deliver all information and material, on any media, concerning the Company's intellectual property and proprietary information which is in its possession or control; (iii) deliver a list of all business contacts maintained by him in connection with the Company; (iv) transfer in an orderly way all communication and status information and documents relating to the Company's patents, trademarks and domain names and any applications relating thereto; (v) deliver all information and material, on any media, otherwise relating to the Company and the Company's business, which is in its possession or control; and (vi) provide any explanations, details and supplementary information relating to the Company and the Company's business as may be required by the designated employees and consultants.

- 7.7. The Service Co. warrants that (i) he has not given and will not give permission to any third party to use any of the Company Inventions, and (ii) the use of the Company Inventions by the Company will not infringe the rights of any third party.
8. Non-Solicitation; Other Restrictions
- 8.1. Service Co. agrees and undertakes that from the Effective Date and until 3 (three) months after Service Co.'s Services to the Company are terminated for any reason whatsoever (the "Restricted Period"), Service Co. will comply with this clause 8.
- 8.2. Service Co. agrees and undertakes that during the Restricted Period, Service Co. will not, directly or indirectly, including personally or in any business in which Service Co. is an officer or director or shareholder, for any purpose or in any place, solicit for employment or employ any person employed by the Company (or retained by the Company as a consultant, if such consultant is prevented thereby from continuing to render its services to the Company) on the date of Service Co.'s termination of the Services or during the preceding 12 (twelve) months period.
- 8.3. Service Co. agrees and undertakes that during the Restricted Period, Service Co. will not, directly or indirectly: (i) do or say anything which may lead to any person ceasing to do business with the Company on substantially the same terms as before; (ii) attempt to entice away from the Company, solicit or have any dealings (except for the benefit of the Company and at the Company's request) with any person or entity who was upon the termination of this Agreement or during 12 (twelve) months prior to such termination, a customer, supplier, agent, affiliate or other business associate of the Company or is in a prospect for becoming any of the above, with regard to which Service Co. was privy due to confidential information or communication exchanged by them with the Company during the period in which Service Co. provided the Services to the Company; (iii) disparage the Company or any of its directors, officers or employees; or (iv) expect as required for the provision of services under this Agreement, to the extent required, make any public statements, speak at conventions or otherwise publicly speak, advertise or publish anything with regard to the Company or its business, or the terms of engagement or termination of engagement of Service Co. with the Company, without the prior written approval of the Company.
- 8.4. Without derogating from the aforementioned in Section 8.1 above, any reference to the Company in this Section 8, shall be deemed to include also any Group Company, and Service Co.'s obligations hereunder shall be valid, as applicable, with respect to and in favor of such Group Company.
9. Service Co.'s Acknowledgments and Agreements.
- 9.1. Service Co. confirms that she reviewed this Agreement carefully and that he understands that the Company considers this Agreement to be vitally important to the protection of its business, intellectual property and confidential information and assures the benefit of the business and goodwill of the Company.
- 9.2. Service Co. acknowledges and agrees that Service Co.'s obligations and limitations in this Agreement are fair and reasonable.
- 9.3. If any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad with regard to time, geographic scope or activity, the relevant provision shall be construed in a manner to enable it to be enforced to the extent compatible with applicable law and such determination shall not affect the remaining provisions of this Agreement unless the business purpose of this Agreement is substantially frustrated thereby.
- 9.4. Service Co. agrees that if a provision of this Agreement is held to be illegal or unenforceable, in whole or in part, and cannot be amended in accordance with Section 9.3 to make it lawful and enforceable, the Company may require Service Co. to enter into a new agreement under which the Service Co. will undertake the terms of the original provision, but subject to such amendments as the Company may reasonably request which are a necessary condition in order to make the provision lawful and enforceable. Service Co. will not be obligated to enter into a new agreement that would increase Service Co.'s liability, responsibilities or obligations beyond that contained in this Agreement had all its provisions been lawful and enforceable.

- 9.5. Service Co. recognises, acknowledges and agrees that the Company and/or any other Group Company may be irreparably harmed if her obligations and undertakings herein are not specifically enforced, and that the Company and any Group Company would not have an adequate remedy at law in the event of actual or threatened violation by him of such obligations and undertakings. Therefore, Service Co. agrees that the Company and/or any Group Company shall be entitled to seek and obtain an injunction or an appropriate decree of specific performance or any other appropriate equitable relief, without waiving any other rights or remedies in accordance with the law.
10. Representations by the Parties
- 10.1. Each party represents and warrants to the other party that the execution and delivery of this Agreement and the fulfillment of the terms hereof (i) will not constitute a default under or conflict with any agreement, its incorporation documents (if applicable) or other instrument to which it is a party or by which it is bound as well as any applicable law, and (ii) do not require the consent of any person or entity.
- 10.2. Service Co. represents and warrants that she has the ability and the knowledge to provide the Services to the Company in accordance with the provisions hereof.
- 10.3. Service Co. represents and warrants that she has not been convicted of any criminal offence.
11. Legal Relationship: Independent Service Co.
- 11.1. It is the intention of the parties hereto that the relation of the parties shall be that of independent Service Co.s and that no partnership, joint venture or employer-employee relationship will be created or construed to be created by this Agreement.
- 11.2. For the avoidance of doubt, Service Co. acts hereunder only in an advisory capacity, is not authorised hereby to act as agent on behalf of the Company to negotiate or enter into, or amend or waive any provision of, any contract or commitment or otherwise to bind or obligate the Company in any way, and Service Co. shall not purport to do so.
- 11.3. If, contrary to the parties' intention and against the parties' explicit will, it will be determined that there is an employer-employee relationship between the Company and Service Co., Service Co. shall indemnify the Company and hold it harmless for and against any loss, damage, liability and expense arising out of such determination.
12. Liability; Indemnification; Limitation of Liability
- 12.1. Company shall bear all of the responsibility for the operation of its business and/or any actions or omissions of its employees, Service Co.s or any other third party participating in the activities in connection herewith. For avoidance of doubt, Company alone is and shall at all times be and remain, fully responsible for obtaining, and complying with, all permits and licenses which may be required for the activities and operating in accordance with all applicable laws, directives, rules and regulations. Each party shall notify the other party immediately if it becomes aware that it is, or is likely to become, a party to any legal action which relates to the Services (a "**Claim**").
- 12.2. Each party shall indemnify, defend and hold the other party and its officers, directors, employees and representatives, harmless from and against any and all claims arising from or related to: (i) the other party's negligence, willful misconduct or breach of this Agreement; or (ii) any claim for rights infringement by a third party arising out of the other party's activities pursuant to this Agreement. Further, Company shall indemnify, defend and hold Service Co. and its officers, directors, employees and representatives, harmless from and against any and all claims arising from or related to operation of Company's business.
- 12.3. Unless expressly stated and/or contemplated in this Agreement, in no event will a party be liable to the other party, whether for breach of contract, in tort or otherwise, for incidental, indirect, special, exemplary or consequential damages, such as loss of revenues, profits or business opportunity.
- 12.4. The Company's entire liability towards the Service Co. under this Agreement for any damages from any cause whatsoever, regardless of form or action, whether in contract, tort

or otherwise, shall in no event exceed in aggregate, for all events, an amount equivalent to **€20,000 (Twenty Thousand Euro)**.

13. No Third Party Rights

It is the express intention of the parties hereto that no creditor of the Company or any other third party shall be deemed to be a third party beneficiary of or have any rights under or by virtue of this Agreement.

14. Prevention of Money Laundering and Counter-Terrorist Financing; Anti-Bribery And Anti-Corruption

14.1. Service Co. warrants that it is aware of, and during the Term shall strictly comply with, any and all requirements under Applicable Law for the prevention of money laundering and counter-terrorist financing.

14.2. Each Party warrants as follows (and for the purposes of this section, "Associated Person" shall mean any person (including an officer, director, employee, consultant or sub-Service Co.) who performs services for or on behalf of the respective party):

- a) each Party will not engage in any activity, practice or conduct which would constitute an offence under any anti-corruption law or regulation; and
- b) no Associated Person is either a government official or is owned or controlled, directly or indirectly, by any government or government official.

14.3. Each Party shall notify the other Party immediately if at any time any of the warranties it gives in this section 13 cease to be true and correct.

15. Modern Slavery

Both parties undertake that in performing their respective obligations under this Agreement, they shall comply and shall ensure that each of their respective subService Co.s shall comply with all applicable laws, statutes, regulations and codes from time to time in force relating to the prevention of slavery and human trafficking including but not limited to the Modern Slavery Act 2015.

16. Miscellaneous

16.1. This Agreement constitutes the entire understanding and agreement between the parties hereto with regard to the subject matter, supersedes any and all prior discussions, agreements and correspondence with regard to the subject matter hereof, whether oral or written, and may not be amended, modified or supplemented in any respect, except by a subsequent writing executed by both parties.

16.2. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement, including the representations and warranties herein, may not be assigned by Service Co. without the prior written consent of the Company, but may be assigned by the Company (by written notice to the Service Co.) to a Group Company or to a corporation or other business entity succeeding to all or substantially all the assets and business of the Company by merger or purchase, provided that such assignment shall not derogate from any rights of the Service Co. hereunder.

16.3. This Agreement shall be governed by and construed in accordance with the laws of Cyprus without regard to its conflict of laws provisions thereof, and any dispute shall be finally and exclusively resolved by the courts of Cyprus, and for such purposes the parties hereby irrevocably submit to the jurisdiction of such courts.

16.4. No failure, delay of forbearance of either party in exercising any power or right hereunder shall in any way restrict or diminish such party's rights and powers under this Agreement, or operate as a waiver of any breach or nonperformance by either party of any terms of conditions hereof.

16.5. Service Co. acknowledges and confirms that all the terms of this Agreement and Service Co.'s engagement hereunder are personal and confidential and undertakes to keep such terms in confidence and refrain from disclosing such terms to any third party.

16.6. Subject to Section 9.3 above, if any provision of this Agreement is held invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of

this Agreement, and, to that extent, the provisions of this Agreement are intended to be and shall be deemed severable.

- 16.7. The addresses of the parties for purposes of this Agreement shall be the addresses set forth above, or any other address which shall be provided by due notice. All notices or other communications provided for in this Agreement shall be in writing and shall be given in person, by an overnight courier service which obtains a receipt to evidence delivery, by registered mail addressed as set forth above, postage prepaid, or by e-mail, to an email address provided by the other party or such other address as any party may designate to the other in accordance with the aforesaid procedure. All notices and other communications delivered in person shall be deemed to have been given on the date of actual delivery; those delivered by courier service shall be deemed to have been given one (1) business day (at the place of receipt) after the date of dispatch; those delivered by registered mail shall be deemed to have been given five (5) business days after the date of dispatch; and those given by email shall be deemed to have been given on the date of transmittal (provided that such date is a business day in the place of receipt and if not, the next business day).
- 16.8. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts together shall constitute one and the same instrument.

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

KASHXA LIMITED

By: Ekaterini Ioannou
obo Octoplus Consultants Limited
Title: Director