

SERVICE AGREEMENT

This Service Agreement (hereinafter referred to as "Agreement") is made and entered into in Philippines as of 10 January 2025 by and between:

I. Contractual Parties Information

1. Parties to the Agreement

Party A: Flash Cash 101 Lending Corp.

Address: Unit 3006 One Corporate Centre Bldg. Julia Vargas Ave. Ortigas Center Barangay San Antonio,

Pasig City, 1605, Philippines

Registered Number: 09065772723

Authorized Representative: Rochelle Bautista

Party B: AstroVant Technology Inc.

Address: 40/F, PBCOM Tower 6795 Ayala Ave. cor. V.A., Rufino Street, Salcedo Village, Makati City, 1226,

Philippines

Registered Number: 09951564716

Authorized Representative: Angeline B. Darro

2. Background of Cooperation

In order to legally carry out Valley loan operations in the Philippines, AstroVant Technology Inc. (hereinafter referred to as the "Authorized Operator" or "Party B") and Flash Cash 101 Lending Corp. (hereinafter referred to as the "License Lender" or "Party A") have entered into a Joint Venture Agreement, establishing an "Authorized Operation" relationship. Under this arrangement, Party B is granted permission to list and operate a business loan application in partnership with Party A. Aside from the Joint Venture Agreement, the two parties have no other substantial relationship and are completely independent in terms of legal and financial matters.

II. Cooperation Model

1. Scope of Authorization

a. Party A, as the licensed lender, provides its SEC financial license authorization (SEC No. CS201915317; CA No. 3083) and assumes responsibility for the lending of funds and the ultimate ownership of the debt claims. Party A shall also grant Party B limited license strictly within the scope of this agreement to process its intellectual property such as but not limited to its corporate registration details, trademarks, and such other official information that may be required under the purview of this agreement;

b. Party B, as the technical operator, shall independently list and operate the self-developed Valley loan application through its own developer account. Party B is responsible for the full business implementation, including:

- Application development and listing;
- Risk control model design and development: user entry review, anti-fraud model design;
- Product design: Unsecured personal cash loans (loan term ≥ 91 days, APR $\leq 180\%$);
- Service operations: Customer service, compliance-based collections;
- Marketing and product promotion;
- System maintenance: APP iteration, data security, and disaster recovery management, etc.

2. Operational Independence

a. Independence of Entities: Both parties are completely independent in terms of legal status, financial accounting, and business management. The two entities have no cross-ownership or related control;

b. Liability Segmentation:

- Party A is responsible for the validity of the license and compliance with lending qualifications;
- Party B assumes direct responsibility for the legality of operational activities (such as privacy protection, and advertising authenticity);
- Party A's past business activities and potential liabilities are unrelated to Party B.

Flash Cash 101 Lending Corp. hereby authorizes Party B to use Party A's financial license to list and independently operate the loan application. This authorization shall take effect on March 20, 2025, and terminate on March 20, 2030.

III. Rights and Obligations of Both Parties

1. Obligations of Party A

- a. Provide legally valid financial license qualifications and other documents, and cooperate with Party B to complete regulatory filing. The provided documents include but are not limited to scanned copies of the SEC documents, trademark certifications, relevant agreements, etc.;
- b. Supervise Party B's business to ensure compliance with the requirements of the Securities & Exchange Commission (SEC), the Philippine Central Bank (BSP) and the "Fintech Regulatory Framework";
- c. Collect the agreed authorization fees, and shall not unilaterally adjust the fee structure;
- d. Party A shall not intervene in Party B's daily operational decisions except to the extent necessary to protect its rights under this agreement.

2. Obligations of Party B

- a. Party B has the full independent operational rights over the loan application;
- b. Independently bear the costs of product development, operations, and all business risks;
- c. Ensure business compliance;
- d. Pay the authorization fees to Party A;
- e. Without Party A's consent, Party B shall not disclose license information;
- f. Party B may only use user data for business operations, and must destroy the data after the termination of the cooperation.

IV. Fees and Settlement Clause

1. Authorization Fee Structure

- a. Variable Fee: The fee shall be based on a percentage of the business transaction volume, with Party A receiving 10% of the net income as the revenue share;
- b. Payment Method: Bank transfer.

2. Financial Independence

- a. Both parties shall maintain independent financial accounting, and the commingling of funds is prohibited;
- b. Party B must provide an independent audit report to confirm that there are no related-party transactions

with Party A.

V. Compliance and Risk Clause

1. Compliance Requirements

a. Party A is responsible for providing the license qualification and funding for loan issuance and collection,

but shall not be involved in Party B's actual business operations, including but not limited to:

- Not intervening in Party B's product risk control models and loan approvals;
- Not accessing Party B's user data or operational systems;
- Not assuming Party B's operational, legal, or financial risks.

b. Party A must ensure the validity of the license and regularly update the SEC filing.

c. Party B shall bear the consequences of any legal issues regarding Party A's license arising from Party B's

non-compliance with operational regulations.

d. Party B must comply with the following Philippine regulations:

- BSP Circular 1108;
- Data Privacy Act;
- Lending Company Regulation Act.

e. Party B is strictly prohibited from selling or sharing user data with any third parties.

2. Risk Assumption

a. If Party B's business is hindered due to issues with Party A's license qualification (e.g., revocation or

suspension), Party A shall compensate Party B for direct losses.

b. Any user complaints, regulatory penalties, legal disputes, or other issues arising from Party B's operation

of the Valley loan application shall be solely borne by Party B.

VI. Confidentiality and Intellectual Property

1. Confidentiality Obligations

a. Neither party shall disclose the details of the cooperation to any third party without authorization;

b. Party B is strictly prohibited from disclosing user data.

2. Ownership of Intellectual Property

a. The ownership, code, and algorithms developed used pursuant to this agreement to operate of the Valley loan

application shall belong to Party B;

b. All intellectual properties over "Valley loan" shall remain with Party A.

VII. Breach of Contract and Dispute Resolution

1. Breach of Contract

a. Party A: Failure to provide the financial license qualification on time or intervening in Party B's operations;

b. Party B: Failure to pay fees, violation of Google policies, or non-compliance with Philippine laws and regulations.

2. Dispute Resolution

a. Governing Law: Philippine Law;

b. Arbitration Institution: Philippine Dispute Resolution Center (PDRC) or an agreed international arbitration institution.

VIII. Termination Clause

1. Conditions for Termination

a. Expiration of the cooperation term without renewal;

b. Failure of one party to strictly fulfill its obligations or breach of contract;

c. Revocation of the license or loss of qualification by Party A;

d. Changes in Philippine regulatory policies making the cooperation unfeasible.

2. Obligations After Termination

a. Party B shall cease using Party A's qualifications and remove all associated markings;

b. Both parties shall complete financial settlement.

IX. Dispute Resolution

1. The applicable laws for this agreement;

2. Mechanism for dispute negotiation;

3. In case negotiation fails, disputes shall be submitted to the arbitration institution/court in the Philippines.

X. Force Majeure

1. Includes natural disasters, government bans, wars, major pandemics, and other uncontrollable events.

XI. Annexes

- 1. Scanned copy of the original SEC financial license;
- 2. Company registration documents, business licenses, and shareholder structure of both parties.

Signature Page

IN WITNESS WHEREOF, the Parties have executed this Cooperation Authorization Agreement as of the date first above written.

Rochelle Bautista
 Corporate Secretary
 Flash Cash 101 Lending Corp.

Ceeline Angeline B. Darro
 President
 AstroVant Technology Inc.

R. Bautista
 January 10, 2025



JAN 10 2025

SUBSCRIBED AND SWORN to before me this 10 day of JANUARY, 2025 at MAKATI CITY affiant exhibiting to me his competent evidence of identity, duly known to me to be the same person who executed the foregoing instrument and acknowledged to me that the same is his free act and voluntary deed and that of the corporation herein represented.

Doc. No. 142;

Page No. 70;

Book No. 8;

Series of 2025.

JR

ATTY. JOSHUA P. LAPUZ
 Notary Public Makati City
 Until Dec. 31, 2025
 Appointment No. M-016 - (2024-2025)
 PTR No. 10466007 Jan. 2, 2025 / Makati
 IBP Lifetime No. 04897 Roll No. 45790
 MCLE Compliance No. VII-0016370
 Valid until April 14, 2025
 G/F Fedman Bldg., 199 Salcedo St.
 Legaspi Village, Makati City