

NEXGEN Entertainment Ltd

SOFTWARE AS A SERVICE (SAAS) AGREEMENT

This Software as a Services Agreement (this “**Agreement**”) is dated and effective as of 20/11/2025 (the “**Effective Date**”), and is hereby made and entered into by and between **NEXGEN Entertainment Ltd**, with registered company number 16035 (“**NexGen**”) and R Bostock Enterprises, with registered company number 127003 (“**Merchant**”). NexGen and the Merchant may each be referred to as a “Party” and, collectively, as the “Parties.”

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the Parties hereby agree as follows:

1. Definitions.

- 1.1. “Affiliate” of a person means any other person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such person.
- 1.2. “Authorized Users” means (i) Merchant's employees, consultants, contractors, and agents who are authorized by Merchant to access and use the administrative functions of the Platform for the purpose of managing Merchant's online gambling operations (“**Administrative Users**”), and (ii) End Users (as defined below), who register on Merchant's branded instance of the Platform to participate in online gambling activities offered by Merchant. The number of Administrative Users may be limited as specified in the applicable Order Form.
- 1.3. “Agreement” this Software as a Service (SaaS) Agreement, including any schedules, exhibits, or appendices hereto, as may be amended from time to time.
- 1.4. “End Users” means individuals who register and participate in online gambling activities on the Merchant’s branded instance of the Platform. End Users may include players or bettors who engage with the Platform for the purpose of placing wagers, participating in online casino games, or engaging in other interactive gaming activities as offered by the Merchant.
- 1.5. “Merchant Data” means information, data, and other content, in any form or medium, that is submitted, posted, uploaded or otherwise transmitted by or on behalf of Merchant or an Authorized User through the Platform.
- 1.6. “Merchant Branding” means the domain name, trademarks, logos, and other branding elements provided by Merchant for use in connection with the Platform.
- 1.7. “Documentation” means NexGen's then-current technical and functional documentation for the Platform as made available to Merchant.
- 1.8. “Fee” has the meaning set forth in Section 5.1.

NEXGEN Entertainment Ltd

- 1.9. "Intellectual Property Rights" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
- 1.10. "Managed Services" means the managed casino services and managed trading services provided by NexGen, as described in Schedule B attached hereto, and as expressly agreed to in the applicable Order Form.
- 1.11. "Order Form" means the ordering document, purchase order, or similar document executed by the Merchant and NexGen, specifying the specific services, pricing, and other terms and conditions applicable to the Merchant' subscription to the Platform.
- 1.12. "Platform" means the hosted sportsbook and iGaming platform provided by NexGen, accessible via the internet at a domain specified by the Merchant, including NexGen player account management, mobile responsive client wagering website, mobile apps, pre-match and live sports betting, reporting, API integrations, and any other services as described on the NexGen's website or documentation provided by NexGen from time to time. The Platform includes all necessary hosting services to make it accessible and functional for the Merchant and its Authorized Users. The Platform excludes casino games, which are available separately, subject to additional fees and terms to be mutually agreed between the Parties.
- 1.13. "Services" means the Platform services, as well as any Managed Services, including managed casino services and managed trading services, provided pursuant to Schedule B.
- 1.14. "Service Levels" means the service level standards set forth in Schedule A attached hereto.
- 1.15. "Updates" means any modifications, enhancements, or improvements to the Platform made by NexGen, including bug fixes, patches, or new features, that are made generally available to all customers at no additional cost.

2. LICENCE GRANT.

- 2.1. License Grant. Subject to the terms and conditions of this Agreement and Order Form, NexGen hereby grants to Merchant a non-exclusive, non-transferable, non-sublicensable license during the Term to (a) access and use the Platform solely for Merchant's internal business purposes; (b) allow Authorized Users to access and use

NEXGEN Entertainment Ltd

the Platform in accordance with the terms of this Agreement; and (c) use the Documentation in connection with Merchant's use of the Platform.

- 2.2. Authorized Users. Merchant may permit its Authorized Users to access and use the Platform, provided that such access is solely for the benefit of Merchant and its business operations. Merchant is responsible for ensuring that all Authorized Users comply with the terms and conditions of this Agreement. Any breach of this Agreement by an Authorized User shall be considered a breach by Merchant.
- 2.3. License Restrictions. Merchant shall not, and shall not permit any Authorized Users or third parties to (a) use the Platform for any purpose other than as expressly permitted under this Agreement; (b) copy, modify, adapt, translate, or otherwise create derivative works of the Platform or Documentation; (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Platform; (d) rent, lease, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Platform to any third party; (e) remove or alter any proprietary notices or labels on the Platform or Documentation; (f) use the Platform in any manner that could damage, disable, overburden, or impair NexGen's systems or networks, or interfere with any other Party's use of the Platform; (g) attempt to gain unauthorized access to the Platform or related systems or networks; (h) use the Platform to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (i) use the Platform to store or transmit malicious code or viruses; (j) interfere with or disrupt the integrity or performance of the Platform or third-party data contained therein; or (k) use the Platform in violation of any applicable laws or regulations, including those specific to the gambling industry.
- 2.4. Merchant Branding. Merchant shall provide NexGen with Merchant Branding elements for use in connection with the Platform. Merchant hereby grants NexGen a non-exclusive license to use, reproduce, and display the Merchant Branding solely in connection with providing the Services under this Agreement.
- 2.5. Reservation of Rights. NexGen reserves all rights not expressly granted to Merchant under this Agreement. Except for the limited rights and license expressly granted under this Agreement, NexGen retains all right, title, and interest in and to the Platform, including all related Intellectual Property Rights. No rights are granted to Merchant under this Agreement other than as expressly set forth herein.
- 2.6. Support and Service Levels. NexGen shall provide the Platforms in accordance with the Service Levels and Support provisions set forth in Schedule A. Merchant's sole and exclusive remedy for NexGen's failure to meet the Service Levels shall be the service credits described in Schedule A, subject to the terms and conditions set forth therein.

NEXGEN Entertainment Ltd

- 2.7. Updates. NexGen may, from time to time, provide Updates to the Platform. These Updates will be made available to Merchant at no additional charge, provided such Updates are made generally available to all of NexGen's customers. NexGen reserves the right to apply necessary patches, bug fixes, or other modifications to maintain the performance and security of the Platform. Merchant acknowledges that such Updates may result in temporary interruptions to access and use of the Platform, which shall not constitute a breach of NexGen's obligations under this Agreement
- 2.8. Subcontractors. NexGen may from time to time in its discretion engage third parties to perform Services (each, a "Subcontractor").

3. MERCHANT RESPONSIBILITIES.

- 3.1. General. Merchant is responsible and liable for all uses of the Platform, and Documentation resulting from access provided by Merchant, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Merchant is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Merchant will be deemed a breach of this Agreement by Merchant. Merchant shall ensure all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Platform, and shall cause Authorized Users to comply with such provisions.
- 3.2. Merchant Systems and Data. Merchant is solely responsible for obtaining and maintaining all computer hardware, software, and communications equipment needed to access the Platform, and for paying all third-party access charges incurred while using the Platform. Merchant shall ensure that all Merchant Data is accurate, of sufficient quality, and in a format suitable for use with the Platform. Merchant acknowledges that the quality and accuracy of any outputs from the Platform depend on the quality and accuracy of the Merchant Data provided.
- 3.3. Cooperation. Merchant shall provide all cooperation and assistance as NexGen may reasonably request to enable NexGen to exercise its rights and perform its obligations under this Agreement.
- 3.4. Compliance with Laws. Merchant shall comply with all applicable laws and regulations in its use of the Services, including without limitation, all applicable data protection, privacy, and gambling laws and regulations. Merchant is responsible for obtaining and maintaining all necessary licenses, permits, and approvals required to operate a gambling business in its jurisdiction(s) of operation
- 3.5. Security. Merchant shall maintain appropriate security measures to safeguard its systems, facilities, and Merchant Data. Merchant is solely responsible for determining

NEXGEN Entertainment Ltd

the suitability of the Platform for Merchant's business and for complying with any regulations, laws, or conventions applicable to Merchant Data and Merchant's use of the Platform.

- 3.6. Merchant Data. Merchant is solely responsible for the content of all Merchant Data. Merchant represents and warrants that it has all rights necessary to provide the Merchant Data to NexGen for use in connection with the Platform. Merchant shall ensure that its collection, use, and transfer of Merchant Data to NexGen complies with all applicable data protection and privacy laws.
- 3.7. Third-Party Products. NexGen may from time to time offer or integrate third-party products or services in connection with the Platform. Use of any such third-party products will be subject to their own terms and conditions, which may include additional fees payable by the Merchant. Certain third-party services, including but not limited to Know Your Customer (KYC) and anti-money laundering (AML) compliance, are mandatory for the operation of the Platform and will incur additional charges. NexGen does not warrant or guarantee the performance of any third-party products.
- 3.8. Responsible Gambling. Merchant shall implement and maintain responsible gambling policies and practices in accordance with applicable laws and regulations. This includes, but is not limited to, providing tools for self-exclusion, setting betting limits, and monitoring for problematic gambling behavior.

4. PLAYER COMPLIANCE.

- 4.1. Responsibility for End User Compliance. The Merchant is solely responsible for ensuring that all End Users accessing and using the Platform comply with applicable legal and regulatory requirements in the relevant jurisdictions. This includes the implementation and management of all necessary compliance checks and protocols for player verification, anti-money laundering (AML), and responsible gambling, as mandated by law.
- 4.2. Merchant Obligations for End Users. The Merchant's compliance obligations with respect to End Users include, but are not limited to, the following:
 - 4.2.1. Know Your Customer (KYC): Verifying the identity, age, and eligibility of End Users through appropriate KYC procedures to ensure compliance with jurisdictional requirements.
 - 4.2.2. Anti-Money Laundering (AML): Implementing AML measures to monitor, detect, and report suspicious activities in accordance with applicable AML laws and regulations.

NEXGEN Entertainment Ltd

- 4.2.3. Source of Funds (SOF): Conducting checks to verify the legitimacy of the funds used by End Users for wagering and other gaming activities.
- 4.2.4. Customer Due Diligence (CDD): Performing standard due diligence on End Users to assess and mitigate potential risks.
- 4.2.5. Enhanced Due Diligence (EDD): Where required, conducting enhanced due diligence for high-risk End Users, including politically exposed persons (PEPs) or those engaging in high-value transactions.
- 4.2.6. Responsible Gambling and Player Interaction: Monitoring End User behavior to promote responsible gambling practices, intervening when necessary to prevent gambling-related harm.
- 4.3. Use of Third-Party Compliance Tools. NexGen provides technical integrations within the Platform to facilitate the use of third-party compliance services (e.g., identity verification, KYC, AML providers). However, the Merchant is fully responsible for configuring and managing these services to meet all legal and regulatory obligations related to End Users. NexGen does not assume liability for the Merchant's compliance failures or mismanagement of these tools.
- 4.4. No Liability for Non-Compliance. NexGen shall not be liable for any non-compliance by the Merchant with respect to legal or regulatory requirements concerning End Users, including but not limited to KYC, AML, SOF, CDD, EDD, or responsible gambling obligations. The Merchant agrees to indemnify, defend, and hold harmless NexGen against any fines, penalties, claims, or liabilities arising from the Merchant's failure to comply with these obligations.

5. FEES AND PAYMENT.

- 5.1. Fees. Merchant agrees to pay NexGen the fees set forth in the applicable Order Form (the "**Fees**"). The Fees may include but are not limited to: (a) Platform subscription fees ("**Platform Subscription Fee**"), which cover the Merchant's access to and use of the Platform; (b) Managed Services fee ("**Managed Services Fee**"); and (c) any additional fees for optional services or features, as agreed upon in the Order Form.
- 5.2. Invoicing and Payment. NexGen shall invoice Merchant for the applicable Fees as specified in the Order Form. Unless otherwise agreed in the Order Form: (a) all Fees shall be invoiced monthly in advance; (b) Payment shall be due within thirty (30) days from the date of the invoice, unless otherwise specified in the Order Form; and (c) all payments shall be made in USDT or USDC, by wire transfer or any other payment method agreed upon by the Parties

NEXGEN Entertainment Ltd

- 5.3. Late Payment. If Merchant fails to make any payment when due, without prejudice to any other rights and remedies available under this Agreement or at law, NexGen may (a) charge interest on the overdue amount at the rate of 1.5% per month or the maximum rate permitted by law, whichever is lower; (b) suspend access to the Platform until such overdue payment is made in full; and (c) recover any costs associated with the collection of overdue payments, including reasonable legal fees.
- 5.4. Fee Increases. NexGen reserves the right to modify the Platform Subscription Fee and Managed Services Fee once per calendar year, provided that any increase in the Fees shall not exceed ten percent (10%) of the then-current fees during any twelve (12) month period. NexGen will provide the Merchant with at least thirty (30) days' prior written notice of any fee increases, and such increases shall apply to the next renewal term of this Agreement. Notwithstanding the above, NexGen may pass through to the Merchant any increases in third-party costs that are outside of NexGen's control, including but not limited to costs associated with data feed providers, casino game providers, hosting services, and other third-party services integrated with or necessary for the operation of the Platform. These third-party cost increases shall not be subject to the 10% cap, and NexGen shall provide reasonable notice of any such increases as soon as practicable. If the Merchant does not agree to any increase in the Platform Subscription Fee and Managed Services Fee that exceeds the cap or to any pass-through third-party cost increases, the Merchant may terminate this Agreement by providing written notice of termination within thirty (30) days following NexGen's notice of the increase.
- 5.5. Taxes and External Costs. All Fees and other amounts payable by Merchant under this Agreement are exclusive of taxes, duties, levies, and similar assessments. Merchant is solely responsible for all sales, use, and excise taxes, and any other similar taxes, duties, tariffs, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Merchant hereunder, other than any taxes imposed on NexGen's income. In addition, the Merchant shall bear full responsibility for all external costs related to the use of the Platform and Managed Services, including but not limited to any horse racing levy, fees payable to data rights holders for the use of sports data, gambling duties, licensing fees, regulatory costs, and any other similar fees, levies, or charges imposed by third-party service providers, regulators, or other external entities. These external costs are not included in the fees payable to NexGen and shall be paid directly by the Merchant or immediately reimbursed to NexGen if incurred on the Merchant's behalf.
- 5.6. No Set-Off. Merchant shall pay all Fees due under this Agreement without any set-off, counterclaim, deduction, or withholding, except as required by law. If any withholding tax or deduction is required by law, Merchant shall pay such additional amounts to ensure that NexGen receives the full amount of the Fees as if no such deduction or withholding had been required.

NEXGEN Entertainment Ltd

- 5.7. Refunds and Credits. Except as expressly provided in this Agreement or in the applicable Order Form, all Fees are non-refundable. In the event of any service credits owed to Merchant as per the Service Levels defined in Schedule A, such credits shall be applied to future invoices and cannot be exchanged for cash.

6. INTELLECTUAL PROPERTY.

- 6.1. NexGen Intellectual Property. All rights, title, and interest in and to the Platform, including any and all software, tools, features, documentation, data, trademarks, service marks, logos, designs, and other materials provided by NexGen in connection with the Platform (collectively, “NexGen’s Intellectual Property”), are and shall remain the sole and exclusive property of NexGen or its licensors. No rights are granted to Merchant under this Agreement other than as expressly set forth herein.
- 6.2. Merchant Data. Merchant retains all rights, title, and interest in and to any data or materials it uploads to the Platform, including Merchant Data, as defined in this Agreement. By uploading or providing such data, Merchant grants NexGen a limited, non-exclusive license to use, host, and process Merchant Data for the purpose of providing the Platform services and fulfilling NexGen’s obligations under this Agreement. NexGen will process and protect Merchant Data in accordance with the terms of this Agreement and any applicable laws.
- 6.3. Feedback. If Merchant provides any suggestions, comments, or feedback regarding the Platform (“Feedback”), NexGen may use such Feedback freely and without restriction. Merchant agrees that any Feedback provided is non-confidential and that NexGen is free to use it to improve its products and services without any obligation to Merchant.
- 6.4. Third-Party Technology. The Platform may include or rely upon third-party software, services, or intellectual property licensed by NexGen from third parties. Merchant’s use of such third-party intellectual property is subject to the terms and conditions imposed by the relevant third-party provider, which NexGen shall make available to Merchant upon request. NexGen makes no representation or warranty regarding third-party intellectual property.
- 6.5. Merchant Branding. Merchant retains all rights, title, and interest in and to the Merchant Branding. Merchant grants NexGen a limited, non-exclusive, non-transferable license to use, reproduce, and display the Merchant Branding for the purpose of providing the Services under this Agreement.
- 6.6. Improvements and Developments. Any improvements, modifications, or developments made to the Platform or Services by NexGen, whether or not based on

NEXGEN Entertainment Ltd

Merchant feedback, shall be the sole and exclusive property of NexGen. Merchant agrees that it shall have no claim or right to any such improvements, modifications, or developments.

7. **DATA PROTECTION.** If the performance of this Agreement involves the exchange or processing of personal data between the Parties, the Parties agree to enter into a separate Data Processing Agreement (DPA) in compliance with applicable data protection laws, including but not limited to the General Data Protection Regulation (GDPR) and the UK Data Protection Act 2018. The DPA will govern the roles and responsibilities of each Party concerning the protection and processing of personal data.

8. **CONFIDENTIAL INFORMATION.**

- 8.1. Definition. "Confidential Information" means any and all non-public information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), in any form or medium, whether oral, written, or electronic, either directly or indirectly, which is designated as confidential or proprietary, or which a reasonable person would understand to be confidential or proprietary. Confidential Information includes, but is not limited to, Merchant Data; the Services (including without limitation all software code, algorithms, methods, techniques, and processes); either party's business plans, operations, strategies, product plans, technologies, know-how, trade secrets, inventions, innovations, concepts, ideas, designs, research and development, pricing, financial information, forecasts, customer and supplier lists, marketing plans and strategies; information about the Parties' systems, infrastructure, and security measures; technical specifications, configurations, and integration methods; performance metrics and analytics; unpublished financial information; the terms and conditions of this Agreement and all Order Form(s); any information relating to the current, future, and proposed products or services of either Party; any technical information, design, process, procedure, formula, improvement, technology or method; any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets; and any other information that should reasonably be recognized as confidential information of the Disclosing Party. Confidential Information also includes copies, summaries, notes, analyses, compilations, studies, interpretations, or other documents prepared by the Receiving Party that contain, reflect, or are based upon, in whole or in part, any Confidential Information furnished by the Disclosing Party. Confidential Information may also include information disclosed to a Disclosing Party by third parties, which the Disclosing Party is obligated to treat as confidential.
- 8.2. Exclusions. Confidential Information does not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the

NEXGEN Entertainment Ltd

Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) is received from a third party without breach of any obligation owed to the Disclosing Party; or (iv) was independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

- 8.3. Protection of Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to: (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement; and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.
- 8.4. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information
- 8.5. Return or Destruction. Upon termination or expiration of this Agreement, the Receiving Party shall promptly return or destroy all Confidential Information of the Disclosing Party and all copies thereof. The Receiving Party shall certify in writing to the Disclosing Party that it has complied with the requirements of this clause.
- 8.6. Remedies. The Parties acknowledge that a breach of this Section may cause irreparable damage which money cannot satisfactorily remedy and therefore, the Parties agree that in addition to any other remedies available at law or hereunder, the Disclosing Party will be entitled to seek injunctive relief for any threatened or actual breach of this Section.
- 8.7. Duration. The confidentiality obligations set forth herein shall continue during the term of this Agreement and for a period of five (5) years after the expiration or termination of this Agreement, except with respect to trade secrets, which shall remain protected indefinitely or to the maximum extent permitted by law applicable to trade secrets.

9. WARRANTY DISCLAIMER.

NEXGEN Entertainment Ltd

- 9.1. Limited Warranty. NexGen warrants that the Platform will perform materially in accordance with the Documentation under normal use and circumstances. If Merchant notifies NexGen in writing of any breach of this warranty, NexGen will use reasonable efforts to repair or replace the non-conforming Platform services at no additional charge to Merchant. The foregoing shall be Merchant's sole and exclusive remedy for any breach of this warranty.
- 9.2. Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, THE PLATFORM AND SERVICES ARE PROVIDED "AS IS" AND NEXGEN HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEXGEN MAKES NO WARRANTY THAT THE PLATFORM OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF WILL MEET MERCHANT'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS," AND ANY REPRESENTATION OR WARRANTY CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN MERCHANT AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO MERCHANT, IN WHICH CASE NEXGEN'S WARRANTIES SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.
- 9.3. Additional Disclaimers. NexGen does not warrant or guarantee the accuracy of any betting odds, game outcomes, or financial results derived from use of the Platform. Merchant acknowledges that it is solely responsible for ensuring that its use of the Platform complies with all applicable gambling laws and regulations in the jurisdictions where it operates. While NexGen strives to maintain regulatory compliance, it makes no warranty or representation that the Platform will be compliant with the laws and regulations of all jurisdictions where Merchant may choose to operate.
10. **INDEMNIFICATION.** Merchant shall defend, indemnify, and hold harmless NexGen, its officers, directors, employees, agents, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind (including reasonable attorneys' fees) incurred by NexGen arising out of or related to any third-party claim alleging or relating to: (a) Merchant's use of the Services in violation of this

NEXGEN Entertainment Ltd

Agreement or applicable law; (b) Merchant Data, including any claim involving alleged infringement or misappropriation of third-party rights; (c) Merchant's failure to comply with any applicable laws or regulations in connection with its use of the Platform and Services; (d) personal injury or property damage resulting from Merchant's acts or omissions; or (e) Merchant's breach of its data privacy and security obligations under this Agreement. NexGen shall promptly notify Merchant in writing of any such claim, cooperate with Merchant in defending the claim, and allow Merchant to control the defense and any related settlement negotiations, provided that Merchant may not settle any claim unless it unconditionally releases NexGen from all liability. NexGen reserves the right, at its option and expense, to participate in the defense of any claim through counsel of its own choosing.

11. LIMITATION OF LIABILITY. IN NO EVENT WILL NEXGEN BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (A) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (B) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (C) LOSS OF GOODWILL OR REPUTATION; (D) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (E) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER NEXGEN WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL NEXGEN'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO NEXGEN UNDER THIS AGREEMENT IN THE THREE (3) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

12. TERM AND TERMINATION.

12.1. Term. This Agreement shall commence on the Effective Date specified in the applicable Order Form and shall continue for an initial period of one (1) year (the "Initial Term"), unless earlier terminated as provided in this Agreement. Following the Initial Term, this Agreement shall automatically renew for additional periods of one (1) year (each a "Renewal Term"), unless either Party provides the other with written notice of its intention not to renew at least thirty (30) days prior to the end of the then-current Term. NexGen may terminate the Order Form or the Agreement with thirty (30) days written notice.

NEXGEN Entertainment Ltd

- 12.2. Termination for Cause. Either Party may terminate this Agreement, effective upon written notice to the other Party, if the other Party: (a) materially breaches this Agreement and such breach is not capable of remedy, or, if capable of remedy, fails to cure such breach within thirty (30) days after receipt of written notice of such breach; (b) becomes insolvent, files for bankruptcy or similar protection, or is unable to pay its debts as they come due; or (c) ceases its business operations or undergoes a substantial change in control.
- 12.3. Effects of Termination. Upon the expiration or termination of this Agreement for any reason: (a) All rights granted to Merchant under this Agreement, including access to the Platform, shall immediately cease; (b) Merchant shall promptly return or destroy all copies of any Confidential Information and Documentation provided by NexGen, as directed by NexGen, and certify in writing that it has done so; and (c) Merchant shall immediately pay any outstanding fees owed to NexGen for services provided up to the date of termination. For the avoidance of doubt, termination of this Agreement for any reason will automatically terminate the provision of any Managed Services under Schedule B.
- 12.4. Termination for Regulatory Reasons. NexGen may terminate this Agreement immediately upon written notice if continued performance of the Agreement would cause it to be in violation of applicable gambling laws or regulations.
- 12.5. Surviving Terms. The provisions of this Agreement that by their nature should survive termination or expiration shall survive, including, but not limited to, Sections 5 (Fees and Payment), 6 (Intellectual Property Rights), 7 (Data Protection), 8 (Confidential Information), 9 (Warranty Disclaimer), 10 (Indemnification), 11 (Limitation of Liability), Sections 12.3, 12.4, and 13 (Miscellaneous).

13. MISCELLANEOUS.

- 13.1. Entire Agreement. This Agreement, including all Schedules and Exhibits hereto, constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter.
- 13.2. Amendments. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both Parties.
- 13.3. Assignment. NexGen may assign or transfer this Agreement, or any of its rights or obligations hereunder, without the prior consent of Merchant. Merchant may not assign or transfer this Agreement, or any rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of NexGen. Merchant

NEXGEN Entertainment Ltd

may assign this Agreement in its entirety, without NexGen's consent, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Any attempt by Merchant to assign its rights or obligations under this Agreement in breach of this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the Parties, their respective successors, and permitted assigns.

- 13.4. Relationship of the Parties. The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
- 13.5. Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.
- 13.6. Waiver. No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right.
- 13.7. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.
- 13.8. Force Majeure. Neither Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected Party's reasonable control, including, without limitation: acts of God; flood, fire, earthquake, or explosion; war, invasion, hostilities, terrorist threats or acts, riot, or other civil unrest; government order or law; actions, embargoes, or blockades in effect on or after the date of this Agreement; action by any governmental authority; national or regional emergency; strikes, labor stoppages or slowdowns, or other industrial disturbances; or shortage of adequate power or transportation facilities.
- 13.9. Export Compliance. Each Party shall comply with all applicable export control laws and regulations in its performance under this Agreement.
- 13.10. Governing Law and Jurisdiction. This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of Anjouan. Each Party irrevocably agrees that the courts of Anjouan shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation. The Parties agree that the courts of Anjouan are the most appropriate and

NEXGEN Entertainment Ltd

convenient courts to settle any dispute and accordingly, no Party will argue to the contrary.

- 13.11. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by email (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.
- 13.12. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. Electronic signatures that comply with applicable law are deemed original signatures.

NEXGEN Entertainment Ltd

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

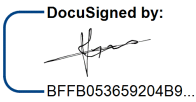
NexGen Entertainment Ltd

By: 

Name: Patrick Kinghorn

Title: Director

R Bostock Enterprises

By: 

Name: Kurason Trust Curacao NV

Title: Director

NEXGEN Entertainment Ltd

SCHEDULE A

(SERVICE LEVELS)

This Schedule outlines the terms under which support, and maintenance services will be provided to the Merchant in relation to the Platform.

1. Support Hours

- Standard support hours: Monday-Friday, 09:00 – 17:00 GMT.
- Emergency support hours: 7 days a week / 24 hours a day / 365 days a year. Emergency support is for all “Priority Level 1” cases and “Priority Level 2” cases if it is impacting the game play for more than 10 users.

2. Support Services

The NexGen will offer support services for the Platform, including:

- Resolution of faults and outages.
- System administrative tasks.
- Assistance with the use of the platform and configuration.
- Investigation and resolution of incidents or issues.

3. Support Contact and Requests

- Support team contact: Telegram
- Support requests must include a detailed description of the issue and occurrence frequency.

4. Response and Resolution Times

- P1 Fault: Critical issues affecting overall operation. Target resolution time: 4 hours.
- P2 Fault: Significant issues affecting key functions. Target resolution time: 8 hours.
- P3 Fault: Minor issues affecting some functions. Target resolution time: 72 hours.
- P4 Fault: Non-critical issues or advice requests. Resolution time: As agreed.

5. System Monitoring

- As part of the Support Services, the Support Team shall continuously check that the main components of the Platform function correctly and that there are no issues with the environment.

6. Scheduled Downtime

NEXGEN Entertainment Ltd

- Planned scheduled downtime will be communicated in advance, primarily outside of the customers core working hours.
- Unplanned schedule downtime will be communicated and will be kept to a minimum.

7. Availability and Service Credits

- The Platform shall be available 99.7% of the time each month, excluding Planned Scheduled Downtime.
- Service credits for availability below 99.7%. If the uptime for a given month falls below 99.7% in a given month, then NexGen will discount the cost of services for the current month by 20%.

NEXGEN Entertainment Ltd

SCHEDULE B

(MANAGED SERVICES SCHEDULE)

This Managed Services Schedule (the "**Schedule**") is entered into pursuant to and forms part of the Software as a Service (SaaS) Agreement dated 01/11/2025 (the "**Agreement**") between NexGen Limited ("**NexGen**") and R Bostock Enterprises ("**Merchant**"). This Schedule to the Agreement applies if Merchant purchases any Managed Services. In which event, this Schedule is incorporated into and forms an integral part of the Agreement. In the event of any conflict or inconsistency between the provisions of this Schedule and the main body of the Agreement, the provisions of this Schedule shall prevail to the extent of such conflict or inconsistency, but solely with respect to the subject matter of this Schedule.

1. MANAGED SERVICES. NexGen shall provide the following Managed Services to Merchant:

1.1. Managed Trading Services. NexGen shall provide the following Managed Trading Services: (a) setup, review, and manage financial liabilities associated with bets placed on the Platform, (b) review and analyze user trading patterns to identify trends, potential risks, and opportunities for optimization, (c) review user behavior and implement best practices, (d) conduct ongoing market analysis and develop pricing strategies to maintain competitiveness and optimize profitability, (e) develop and implement bonus reward programs and other strategies to enhance customer retention, (f) setup and configure key sporting events on a daily basis to ensure optimal presentation and user engagement, and (g) continuously adjust and optimize platform settings to enhance performance and user experience.

1.2. Managed Casino Services. NexGen shall provide the following Managed Casino Services: (a) setup and configure existing casino games on the Platform, ensuring proper integration and functionality, (b) develop and implement promotional strategies, including bonus rewards such as free spins, to enhance user engagement and retention, (c) review new casino games for potential addition to the Platform, considering factors such as user appeal, profitability, and technical compatibility, and (d) configure and integrate new games into the Platform as they become available, ensuring seamless user experience and compliance with relevant regulations.

2. AVAILABILITY OF MANAGED SERVICES. The availability and scope of NexGen's Managed Services, including but not limited to Managed Trading Services and Managed Casino Services, will be determined by mutual agreement between NexGen and the Merchant, taking into account regional regulatory requirements, local licensing conditions, market preferences, and external factors such as the global sports calendar. NexGen reserves the right to modify, limit, or suspend any Managed Services to ensure compliance with applicable laws or due to the cancellation, postponement, or unavailability of sporting events or related data feeds. The Merchant acknowledges that

NEXGEN Entertainment Ltd

NexGen shall not be liable for any interruptions, modifications, or limitations to the Managed Services resulting from such regional or external factors, and that NexGen's obligations are contingent upon these dependencies without liability for disruptions beyond its control.

3. MERCHANT RESPONSIBILITIES.

- 3.1. Merchant shall provide NexGen with all necessary and accurate data required for the performance of the Managed Services, including but not limited to player data, betting activity, game performance metrics, and other relevant information. Merchant shall ensure that such data is provided in a timely manner to enable NexGen to configure games, set and adjust odds, execute promotions, and manage risk effectively.
- 3.2. If any third-party systems, software, or data feeds owned or used by the Merchant are required for the provision of NexGen's Managed Services, Merchant shall ensure the proper integration and ongoing functionality of such systems or data feeds required for the provision of the Managed Services. This includes but is not limited to external payment processing systems, or customer databases. NexGen shall not be responsible for any interruptions or issues arising from the failure or unavailability of such third-party systems or feeds provided by the Merchant.
- 3.3. Merchant shall manage the communication and distribution of promotions, bonuses, and rewards configured by NexGen as part of the Managed Services. Merchant is responsible for ensuring that these promotions comply with applicable regulations and are delivered to players in accordance with the agreed-upon strategy.
- 3.4. Merchant shall ensure that the Managed Services, including all promotions and odds adjustments, are conducted in compliance with applicable gambling laws and regulations. While NexGen may provide responsible gambling reports or insights based on user behavior, it is the Merchant's responsibility to act on this data to maintain regulatory compliance.

4. INTELLECTUAL PROPERTY.

- 4.1. NexGen Intellectual Property. All Intellectual Property Rights in and to the Managed Services, including but not limited to the software, algorithms, tools, and methodologies used to provide such services, shall remain the sole and exclusive property of NexGen. Nothing in this Schedule shall be construed as transferring any ownership rights in NexGen's Intellectual Property to Merchant.

NEXGEN Entertainment Ltd

- 4.2. Merchant Data. Merchant retains all rights, title, and interest in and to any data provided to NexGen for the purposes of performing the Managed Services, including but not limited to player data, betting activity, and promotional data (collectively, "Merchant Data"). NexGen is granted a non-exclusive license to use Merchant Data for the purpose of providing the Managed Services under this Schedule.
- 4.3. Third-Party Intellectual Property. Any third-party intellectual property used by NexGen in connection with the Managed Services, including but not limited to data feeds, casino game content, or sports data, remains the property of the respective third-party providers. Merchant's use of such third-party intellectual property is subject to the terms of NexGen's agreements with the third-party providers.
- 4.4. Limited License to Managed Services. NexGen grants Merchant a limited, non-exclusive, non-transferable license to use the outputs and configurations generated by the Managed Services during the term of this Agreement, solely for the operation of Merchant's platform. This license is revocable upon termination of this Schedule or the Agreement.
- 4.5. Feedback and Improvements. Any suggestions, feedback, or recommendations provided by Merchant regarding the Managed Services may be freely used by NexGen to improve its services. Such feedback shall not confer any rights or ownership in the Managed Services or related intellectual property to the Merchant.
5. **REGULATORY COMPLIANCE**. NexGen shall monitor relevant regulatory changes and promptly notify Merchant of any such changes that may impact the provision of Managed Services. In the event of regulatory changes requiring modifications to the Managed Services, the parties shall cooperate in good faith to implement necessary changes in a timely manner.
6. **TERM AND TERMINATION**. The Managed Services provided under this Schedule shall commence on the start date specified in the applicable Order Form and shall continue for the duration of the Initial Term of the Agreement, unless earlier terminated in accordance with the terms of the Agreement. Either Party may terminate this Schedule for cause in accordance with the termination provisions of the Agreement. Upon termination, all Managed Services shall cease, and Merchant shall promptly pay any outstanding fees due up to the termination date. NexGen shall have no further obligations to provide Managed Services after the effective date of termination.

NEXGEN Entertainment Ltd

ORDER FORM

This Order Form is entered into by and between NexGen and the Merchant pursuant to the terms of the Software as a Service (SaaS) Agreement (the “Agreement”). This Order Form incorporates the terms and conditions of the Agreement. By signing this Order Form, Merchant agrees to be bound by the terms of the Agreement and this Order Form.

1. MERCHANT DETAILS.

Merchant Name:	R Bostock Enterprises
Merchant Address:	Schottegatweg Oost 10 Unit 1-9, Bon Bini Business Center, Curacao
Contact Name:	Jonathan Heymans
Contact Email:	Jonathan.heyman@gmail.com
Contact Phone:	

2. SERVICES.

2.1. Initial Setup and Configuration:

- One-time flat fee: 30,000 USDT/USDC
- Due on signing of this agreement.

2.2. Platform Subscription:

- Planned Start Date: November 2025
- The Merchant shall pay the greater of the following each month:
 - i) Minimum Monthly Revenue Guarantee (MRG): 30,000 USDT/USDC

OR

- ii) 15% Gross Gaming Revenue (GGR) from the Sportsbook and 15% Net Gaming Revenue (NGR) from the Casino.
- Bet Builder Bets will not count towards the MRG.

2.3. Gateway Fees:

- Payment Deposit / Withdrawal Fee: 0.24 USDT/USDC per transaction

NEXGEN Entertainment Ltd

2.4. Platform Subscription Costs include:

- Sportsbook
- Casino
- Hosting
- Tech Support
- Updates and new features
- Sports Feeds
- Racing Feeds
- Payment Gateway

Third Party Costs are excluded from the platform subscription. These include but are not limited to:

- Sumsub KYC/AML/PEP/Adverse Media (Mandatory)
- Data Rights (RMG, ARC, SIS etc)
- Income Access for Affiliate Marketing (Optional)
- Payment Service Providers (Cards, Open Banking, Wallets etc)

3. TERM

3.1. Initial Term: The Initial Term of this Schedule shall commence on the Start Date and will continue for twelve (12) months, as specified in the table under Section 2 (Services).

3.2. Renewal Term: Automatically renews for additional periods of 12 months, unless terminated in accordance with the Agreement.

4. PAYMENT TERMS.

4.1. Billing Cycle: Monthly

4.2. Payment Method: Bank Transfer

4.3. Payment Due Date: 30 Days from invoice date

NEXGEN Entertainment Ltd

4.4. Late Payment Terms: Interest will accrue on late payments at a rate of 1.5% per month or the maximum rate permitted by law, whichever is lower.

5. SERVICE LEVELS. The services provided under this Order Form shall be subject to the Service Level Agreement (SLA) as set forth in Schedule A of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

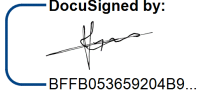
NexGen Entertainment Ltd

By: *Patrick Kinghorn*

Name: Patrick Kinghorn

Title: Director

R Bostock Enterprises

By:  DocuSigned by:
BFFB053659204B9...

Name: Kurason Trust Curacao NV

Title: Director

NEXGEN Entertainment Ltd

ADDENDUM TO THE SOFTWARE AS A SERVICE (SAAS) AGREEMENT

Addendum No. 1 — Merchant Branding / Additional Brands

This Addendum (“Addendum”) is made pursuant to the Software as a Service (SaaS) Agreement dated 20/11/2025 (the “Agreement”) between:

NexGen Entertainment Ltd (“NexGen”)

and

R Bostock Enterprises (“Merchant”).

This Addendum is effective as of the date of the last signature below.

1. Purpose

The Parties agree to update and supplement the Agreement to formally list and authorize additional brand names that the Merchant may operate under the same registered entity, R Bostock Enterprises, for use on the Platform and in connection with all Services provided by NexGen under the Agreement.

2. Authorized Merchant Brands

The following brand names are hereby approved for use:

- bet-40.vip
- elitebet.io
- ukingbet.com
- puntersvip.io

3. No Change to Fees or Responsibilities

Except as expressly modified by this Addendum:

- All Fees, responsibilities, and obligations of the Merchant under the Agreement continue to apply to each listed brand.
- NexGen has no obligation to provide separate pricing, support levels, or service credits per brand unless expressly agreed in writing.
- All use of these brands remains subject to compliance with applicable gambling laws and regulations.

4. Ratification

Except as expressly amended by this Addendum, all provisions of the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Addendum as of the dates

NEXGEN Entertainment Ltd

below.

NexGen Entertainment Ltd

Signature: Patrick Kinghorn

Name: Patrick Kinghorn

Title: Director

Date: 11/20/2025

R Bostock Enterprises

Signature: _____

Name: Kurason Trust Curacao NV

Title: Director

Date: 1/29/2026

DocuSigned by:

BFFB053659204B9...