

ALTERNATIVE DISPUTE RESOLUTION AGREEMENT

THIS ALTERNATIVE DISPUTE RESOLUTION AGREEMENT (the “**Agreement**”) is made effective as of April 14th, 2026 (the “**Commencement Date**”).

PARTIES

- (1) **GEM Solutions B.V.**, a company incorporated in Curaçao company number 159207 whose registered address is at Kaya Richard J. Beaujon Z/N Incorporated, November 13th, 2023 (the “**Operator**”).
- (2) **EGIS – FZCO**, a company incorporated in Dubai with trade licence number 22105 whose registered address is at Unit 22105-001, IFZA Business Park, DDP, Dubai, United Arab Emirates (the “**Provider**”).

Each of the Operator and Provider may be individually referred to as “**Party**” and, collectively, as “**Parties**”.

BACKGROUND

- (A) The Operator is a gaming operator licensed by the Curaçao Gaming Authority (CGA). The Provider specialises in the provision of Alternative Dispute Resolution Services to gaming operators and is approved in the UAE as an alternative dispute resolution provider for the provision of such Services, as hereinafter defined.
- (B) The Operator desires to use the Provider for the provision of all Alternative Dispute Resolution Services between customers of the Website(s) (as listed in Schedule 2) and the Operator as required.

In consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree as follows.

1. SERVICES

- 1.1. The Provider shall provide alternative dispute resolution by handling disputes that have not been resolved at the Operator’s level, the scope of which is described and listed in Schedule 1 (the “**Services**”), (each such dispute dealt with by Provider shall be regarded as a “**Case**”).
- 1.2. Any additional work outside of the scope of these Services must be pre-approved and accepted mutually between the Parties. Provider has full discretion in accepting work outside of scope of the aforementioned Cases.
- 1.3. Provider shall aim to handle each Case within an estimated 7-10 business days. Such timeframe shall however be dependent on the complexity of the Case and speed of communication between Operator and customers, as applicable.
- 1.4. The effect and result of Providers alternative dispute resolution Services are final and binding on the parties to the Case.

2. FEES AND INVOICING

- 2.1. In consideration of the Services provided by Provider, the Operator shall pay to Provider a payment in the amount of €350 (three-hundred fifty) EUR (the “**Operator Fee**”) per Case.
- 2.2. Where the Provider deals with cases outside of the scope of defined Services such as those which should not have been escalated to Provider, any efforts by Provider to redirect such case back to Operator shall be subject to a fee of €15 EUR per case (the “**Nuisance Fee**”) payable by Operator.
- 2.3. Provider shall submit invoices for the Operator Fees and any Nuisance Fees to Operator at the beginning of every month outlining each Case handled and the total amount owed by Operator.

- 2.4. Invoices shall be sent to Operator at:
nick@ngigamingconsultancy.com
Emails shall be deemed received on the next working day.
- 2.5. Failure by the Operator to pay the Operator Fees within 30 (thirty) days of receipt of the applicable invoice may result in Provider revoking its Services to Operator.
- 2.6. Payment shall be made by Operator in such currency or cryptocurrency as may be mutually agreed between the Parties.

3. TERM

- 3.1. This Agreement will commence on the Commencement Date and shall continue in force unless and until terminated in accordance with the terms specified herein.

4. TERMINATION

- 4.1. Either Party may terminate this Agreement without cause upon 3 (three) months' written notice to the other Party.
- 4.2. Either Party may terminate this Agreement immediately upon giving written notice to the other Party if that other Party:
- (i) commits a material breach of its obligations under the Agreement which, if capable of remedy, it fails to remedy within 14 (fourteen) days after being given written notice specifying full particulars of the breach and requiring it to be remedied. For the avoidance of doubt, non-payment of an invoice by Operator for over 30 (thirty) days will constitute a material breach;
 - (ii) is dissolved, ceases to conduct substantially all of its business or becomes unable to pay its debts as they fall due;
 - (iii) is a company over any of whose assets or property a receiver is appointed;
 - (iv) makes any voluntary arrangement with its creditors or becomes subject to an administration; or
 - (v) has a bankruptcy order made against it or goes into liquidation.

5. CONSEQUENCES OF TERMINATION

- 5.1. In the event of termination of this Agreement for any reason, on the effective date of such expiry or termination the Operator shall pay to Provider any outstanding unpaid invoices. In respect of Operator Fees and Nuisance Fees already rendered for which no invoice has been submitted, the Provider may submit an invoice, which shall be payable within 30 days of receipt where Operator does not dispute the Operator Fees and Nuisance Fees (if any).

6. CONFIDENTIALITY

- 6.1. Both Parties agree to endeavour to take all reasonable measures to keep in confidence the execution, terms and conditions as well as performance of this Agreement, and the confidential data and information of either Party and that the other Party may know or access during performance of this Agreement and the Providers provision of the Services, and shall not disclose, make available or assign such confidential information to any third party without the prior written consent of the Party providing the information.

7. NO AGENCY

- 7.1. It is understood and agreed that Provider is an independent contractor and that Provider has performed the Services and has at all times complied with applicable law. The Operator shall therefore have no control, effect or influence on the outcome of the alternative dispute resolution Services to be performed and handled by Provider. It is also expressly understood that the Provider will not be considered Operator's agents or employees, and have no authority whatsoever to bind Operator by contract or otherwise.

8. LIABILITY

- 8.1. Nothing in this Agreement shall limit or exclude either Party's liability for:
- i) death or personal injury caused by its negligence; or
 - ii) any other liability which cannot be limited or excluded by applicable law.
- 8.2. Subject to clause 8.1, in no event shall either Party have any liability to the other under or in connection with the Agreement for any loss of profit, data, savings, business, revenue, and/or goodwill, or any indirect, consequential, incidental or special loss or damage of any kind even if such Party has been advised of the possibility of such damages.
- 8.3. Subject to clauses 8.1 and 8.2, and except for a breach of clause 6 (Confidentiality) and clause 10 (Data Protection), the maximum aggregate liability owed by either Party to other arising out of or in relation to this Agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise shall be limited to Operator Fees paid by the Operator during the term of this Agreement in the one (1) month preceding the date that such liability arose. The Parties agree that the preceding limitations represent a reasonable allocation of risk.

9. EXCLUSIVITY

- 9.1. This Agreement does not establish an exclusive relationship between the Parties.

10. DATA PROTECTION

- 10.1. Each Party shall comply with its applicable obligations under the Data Protection Legislation. Data Protection Legislation means any applicable law relating to the processing, privacy and use of personal data, as applicable to either party or the Services under this Agreement, including the GDPR (General Data Protection Regulation (EU) 2016/679), and/or any corresponding or equivalent national laws or regulations.
- 10.2. The personal data of the customers of the Website(s) as well as any other personal data which becomes available to Provider in connection with the Services shall herein be referred to as the "Protected Data".
- 10.3. The Parties agree that the Operator is a Controller and the Provider is a Processor for the processing of Protected Data pursuant to this Agreement. Provider shall, and shall ensure each of its personnel and Sub-Processors will comply with the Data Protection Legislation in connection with the processing of Protected Data for the purpose of performing the Services.

11. INDEMNITY

- 11.1. Operator shall indemnify, defend, and hold Provider and its parent and affiliated companies, successors, officers, directors and employees harmless from any and all actions, causes of action, claims, demands, costs, liabilities, expenses and damages arising out of or in connection with: (i) any material or information provided by Operator to Provider in order to facilitate Provider's provision of Services; (ii) any failure of Operator to comply with its material obligations hereunder; or (iii) any delay or prevention in the performance of the Provider's obligations hereunder caused by an act or omission of Operator, its agents, sub-contractors, consultants or employees.

12. ASSIGNMENT

- 12.1. The rights of the Provider under this Agreement are personal to the Provider and may not be assigned or transferred to any other person, firm corporation, or other entity without the prior, express, and written consent of the Operator.
- 12.2. The rights of the Operator under this Agreement may be assigned to any of its affiliated entities by written notice to the Provider.

13. GOVERNING LAW

13.1. This Agreement shall be governed by and construed under the laws of England. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the London Court of International Arbitration (LCIA) in accordance with the Arbitration Rules of the LCIA for the time being in force, which Rules are deemed to be incorporated by reference in this clause. The tribunal shall consist of one (1) arbitrator. The language of the arbitration shall be English. The seat of arbitration shall be in London, England.

This Agreement has been entered into on the date stated at the beginning of it.

Signed by: **Gouloud Hammoud**

For and on behalf of Guardian
Corporation Curaçao B.V.
(**Operator**)



Director

Date:

Signed by **Hazem Eldine** for and
on behalf of EGIS - FZCO
(**Provider**)



H. Eldine (Apr 17, 2026 16:30:49 EDT)

Director

Date:

SCHEDULE 1 – SERVICES

Services

The Provider shall assist in providing alternative dispute resolution by handling disputes that have not been resolved at the gaming operators level in connection with any of the following circumstances (each such dispute dealt with by Provider shall be regarded as a “**Case**”):

- Wagering disputes (sports, casino, poker) – including LIVE dealer disputes
- Bonus disputes (promotional terms, bonus abuse etc.)
- Probability disputes (Random Number Generator – RNG)
- Deposit/Withdrawal disputes (FIAT & crypto)
- Responsible gambling disputes
- Problem gambling disputes (including self-exclusion)
- Legal threats/demand letters
- Cases of underage players
- Jurisdictional cases
- ATOs (account take overs – players claiming others have accessed their account)
- Alleged unfair treatment towards the player by Customer Services/Management
- Seizure or voiding of funds (often due to fraudulent activity in the account)
- Player verification/identity disputes
- Fraud case disputes involving:
 - Stolen identity
 - Multi-accounting
 - Non-recreational gameplay (often in relation to referral abuse)
 - System vulnerability cases (software malfunctions)
 - Bots/'Robot' software
 - Collusion/Chip dumping or other poker-related violations
 - False claims

SCHEDULE 2 – WEBSITE(S)

The following shall be defined as the Website(s) owned and controlled by Operator, and Provider shall provide Services to the following:

WEBSITE(S):

www.chapinwin.com

www.zoecasino.com

The Provider hyperlink, as provided by Provider, must be made available on all Operator Terms of Use/Terms of Service/Terms and Conditions and on the main page of the Website(s) under 'ADR – Alternative Dispute Resolution'.

In the event that we require information regarding a dispute, please provide a point of contact email. This could be the Compliance Officer, a senior member of the CS team, or any other individual who is in a position to provide us with information that could serve as the point of contact.