

Mr. Federico Fogli
Genco Pura B.V.
Reg No: 163609
Abraham Mendez Chumaceiro Boulevard 03
P.O. Box 4750,
Curaçao

15/07/2026

Dear Sirs,

Engagement for the Provision of Alternative Dispute Resolution Services

We write to confirm the terms upon which iGamingADR Limited (the "Company", "we" or "us") agrees to provide independent alternative dispute resolution services ("ADR Services") to you (the "Client" or "you").

This letter (the "Engagement Letter"), together with the attached Terms and Conditions (the "Terms"), forms the entire agreement between the parties (the "Agreement").

This Agreement shall take effect on the earlier of:

- Execution of this Engagement Letter; or
- The Client subscribing for services, purchasing ADR credits, or submitting a dispute.

Scope of Appointment

The Client appoints the Company as an independent provider of ADR Services in respect of disputes referred to it under the Client's complaints framework. The Company shall:

- Assess the admissibility of disputes;
- Review submissions and supporting materials;
- Conduct the ADR process in accordance with its procedures; and
- Issue a determination, recommendation or outcome as appropriate.

The Company shall act independently and impartially at all times. For the avoidance of doubt:

- The Company does not act as legal adviser, regulatory adviser, fiduciary or agent;
- The ADR Services do not constitute legal advice or regulatory determinations;
- The Client acknowledges that outcomes may be adverse to its interests.

Fees and Charging Structure

Subscription

The Client shall pay an annual subscription fee of €2,500, which provides access to the Company's ADR framework, systems and administrative support.

Credit-Based ADR Fees

ADR Services are provided on a prepaid credit basis. As at the date of this Engagement Letter:

- Annual Subscription Fee - €2,500
- 10 ADR credits - €2,500 (€250 per ADR)
- 20 ADR credits - €4,000 (€200 per ADR)

Each credit entitles the Client to submit one standard dispute for ADR. Credits must be purchased in advance and are applied per dispute.

Complex or Non-Standard Disputes

Not all disputes require the same level of work. The Company reserves the right, acting reasonably, to classify a dispute as complex or non-standard, including where it involves:

- Extensive documentation or evidence
- Allegations of fraud or misconduct
- Multiple parties or issues
- Technical or specialist subject matter
- Urgent or expedited handling
- Jurisdictional or regulatory sensitivities
- Translation or multi-language requirements

In such cases, the Company may:

- Apply more than one credit;
- Charge an additional fixed fee; or
- Agree a bespoke fee arrangement with the Client

The Company will, where reasonably practicable, notify the Client in advance. The Company may suspend the matter pending fee approval.

General Fee Provisions

- Credits are non-refundable and non-transferable (unless required by law).
- Fees may be subject to VAT where applicable.
- The Company may revise pricing on reasonable notice.

Independence and Integrity of Process

The Client acknowledges that:

- The Company is engaged and paid by the Client; however
- All ADR Services are performed independently and impartially

Payment of fees does not:

- Confer any influence over outcomes; or
- Affect the Company's decision-making

The Company may decline or discontinue a matter where independence, fairness, or compliance concerns arise.

Client Obligations

The Client shall:

- Cooperate fully and in good faith;
- Provide complete, accurate and timely information;
- Comply with all procedural directions;
- Ensure its complaints process aligns with applicable regulatory expectations
- The Client remains solely responsible for:
 - Its regulatory compliance
 - Its commercial decisions
 - Implementation of ADR outcomes

Regulatory Status

The Company provides ADR Services only and:

- Does not act as a regulator;
- Does not exercise supervisory authority;

ADR outcomes are issued within a private dispute resolution framework.

Governing Law

This Agreement shall be governed by the laws of the Isle of Man, with exclusive jurisdiction of its courts.

If the foregoing accurately reflects your understanding of our engagement, please sign and return the enclosed copy of this Engagement Letter.

Yours faithfully,



For and on behalf of iGamingADR Limited

Signed: Mike Belen
Name: Mike Belen
Title: Director
Date: 15.7.26

Accepted and agreed for and on behalf of the Client

Signed: _____
Name: Federico Fogli
Title: Director
Date: July 21, 2026



ADR Services Terms & Conditions

1. Definitions and Interpretation

- 1.1. In this Agreement, unless the context otherwise requires, the following expressions shall have the following meanings:
- 1.2. "ADR Services" means the alternative dispute resolution services provided by the Company;
- 1.3. "Agreement" means the Engagement Letter together with these Terms;
- 1.4. "Client" means the entity entering into the Agreement;
- 1.5. "Company" means iGaming ADR Limited;
- 1.6. "Credits" means prepaid units entitling the Client to submit Disputes for consideration under the ADR process;
- 1.7. "Dispute" means any complaint or dispute referred to the Company for ADR determination.
- 1.8. References to any statute or statutory provision include any amendment, extension or re-enactment thereof. Words importing the singular shall include the plural and vice versa. Headings are for convenience only and shall not affect interpretation.

2. Nature of Appointment and Independence

- 2.1. The Company is appointed as an independent and impartial provider of ADR Services. Nothing in this Agreement shall be construed as creating any partnership, joint venture, agency, fiduciary or employment relationship between the Company and the Client.
- 2.2. The Company does not provide legal, regulatory or professional advice and shall not be treated as doing so. The Client acknowledges that the Company operates independently of both the Client and any complainant.

3. ADR Procedure and Status of Determinations

- 3.1. ADR proceedings shall be conducted in accordance with the Company's procedures as amended from time to time.
- 3.2. The Company shall have sole discretion as to the manner in which any Dispute is handled, including (without limitation) matters relating to admissibility, procedure, evidence, timing, suspension or discontinuance, provided always that such discretion is exercised fairly and reasonably.
- 3.3. Any determination, recommendation or outcome issued by the Company is made solely for the purposes of the ADR process. Such determination shall not constitute an arbitral award, shall not be legally binding unless expressly stated otherwise, and shall not be directly enforceable in any court or tribunal.

4. Client Obligations and Regulatory Responsibility

- 4.1. The Client shall cooperate with the Company in good faith in connection with the ADR process and shall provide such information and documentation as the Company may reasonably request for the purposes of considering any Dispute. The Client shall ensure that all information provided to the Company is accurate, complete and not misleading in any material respect.
- 4.2. The Client acknowledges and agrees that the Company conducts the ADR process independently and that the Client retains full responsibility for its own commercial decisions and for compliance with all applicable laws, regulations, licence conditions and regulatory requirements. Nothing in this Agreement shall be construed as granting the Company any authority to direct or control the Client's business or operations, and the Company assumes no responsibility in that regard.

5. Fees, Credits and Provision of Services

- 5.1. The provision of ADR Services is conditional upon the prior purchase of Credits. Credits shall be applied on a per-Dispute basis in accordance with the Company's applicable policies.
- 5.2. Credits are non-refundable and non-transferable, save to the extent required by applicable law. The Company reserves the right to amend its fees, pricing structure and credit arrangements on reasonable notice.
- 5.3. The Company reserves the right to amend its fees, pricing structure and credit arrangements by giving the Client not less than seven (7) days' prior written notice in accordance with Clause 28.

6. No Warranty

- 6.1. The Company makes no representation or warranty as to the outcome of any ADR process. The Client acknowledges that determinations may be adverse to its interests.

7. Indemnity

- 7.1. The Client shall indemnify and keep indemnified the Company against all losses, liabilities, costs and expenses (including legal costs) arising out of or in connection with any breach of this Agreement by the Client or the provision of inaccurate, incomplete or misleading information.

8. Confidentiality and Publication

- 8.1. All ADR proceedings and related materials shall be confidential, save to the extent disclosure is required by law, regulation or any competent authority.
- 8.2. The Company may publish anonymised summaries, decisions or statistical information relating to Disputes, provided that no information is disclosed which identifies the Client or any complainant.

9. Intellectual Property

- 9.1. All intellectual property rights in and to the ADR procedures, methodologies, systems, materials and determinations shall remain vested in the Company.
- 9.2. The Client shall not reproduce, distribute or otherwise exploit such materials other than to the extent strictly necessary for its internal purposes in connection with the ADR process.

10. Data Protection

- 10.1. The Company shall process personal data in accordance with applicable data protection legislation in the Isle of Man.
- 10.2. The Client warrants that it has obtained all necessary consents and authorisations to provide personal data to the Company for the purposes of the ADR process.

11. Termination

- 11.1. Either party may terminate this Agreement by giving not less than three (3) months' prior written notice to the other party.
- 11.2. The Company may terminate this Agreement with immediate effect by written notice if the Client fails to pay any sums due, commits a material breach which is not remedied within fourteen (14) days (where capable of remedy), or where the Company reasonably considers that continued provision of the ADR Services would expose it to legal, regulatory, reputational or compliance risk.
- 11.3. Termination shall not affect any rights or obligations accrued prior to termination. Any Dispute already commenced and any Credits already purchased shall remain subject to this Agreement.
- 11.4. Any provision which is expressly or by implication intended to survive termination shall remain in full force and effect.

12. Force Majeure

- 12.1. The Company shall not be in breach of this Agreement, nor liable for any failure or delay in the performance of its obligations, if such failure or delay results from events beyond its reasonable control, including (without limitation) acts of God, natural disasters, pandemics, war, civil unrest, cyber incidents, failure of utilities or telecommunications, industrial disputes, or acts of government or regulatory authorities.
- 12.2. The Company shall be entitled to suspend performance of its obligations for the duration of such event and shall use reasonable endeavours to mitigate its effects and resume performance as soon as reasonably practicable.
- 12.3. Where such circumstances continue for a period exceeding ninety (90) consecutive days, the Company may terminate this Agreement by written notice without liability, save for rights accrued prior to termination.

13. Entire Agreement

- 13.1. This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations and understandings.

14. Non-Reliance

- 14.1. The Client acknowledges that it has not relied upon any statement, representation or assurance not expressly set out in this Agreement.
- 14.2. The Company shall not be liable for any reliance placed upon any ADR determination, recommendation or outcome.

15. Third Party Rights

15.1. A person who is not a party to this Agreement shall have no right to enforce any of its terms.

16. Assignment

16.1. The Client may not assign, transfer or otherwise dispose of its rights or obligations under this Agreement without the prior written consent of the Company.

16.2. The Company may assign, transfer or subcontract its rights and obligations in whole or in part.

17. Waiver

17.1. No failure or delay in exercising any right or remedy shall constitute a waiver of that or any other right or remedy. Any waiver must be in writing.

18. Severability

18.1. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

19. No Duty to Complainants or Third Parties

19.1. The ADR Services are provided solely to the Client pursuant to this Agreement. Nothing in this Agreement shall create any contractual relationship between the Company and any complainant or any other third party.

19.2. The Company does not owe, assume or undertake any duty of care, fiduciary duty, advisory duty or other responsibility to any complainant or third party in connection with the ADR Services, any ADR process, or any determination, recommendation, opinion, finding or outcome issued by the Company.

19.3. No complainant or third party shall be entitled to rely upon any ADR determination, recommendation, opinion, finding or outcome as creating any legal right, cause of action or entitlement against the Company.

19.4. The Client shall ensure, so far as reasonably practicable, that complainants are informed that the Company acts as an independent dispute resolution provider, does not provide legal or regulatory advice, and accepts no responsibility to complainants in respect of any ADR determination, recommendation, opinion, finding or outcome.

19.5. To the fullest extent permitted by law, no complainant or other third party shall have any right to bring any claim, action or proceeding against the Company, whether in contract, tort (including negligence), misrepresentation, breach of statutory duty or otherwise, arising out of or in connection with the ADR Services, any ADR process, or any determination, recommendation, opinion, finding or outcome issued by the Company.

19.6. For the avoidance of doubt, the Company provides ADR Services solely as an independent and impartial dispute resolution body and shall not be regarded as acting as agent, representative, advocate, fiduciary or adviser for either the Client or any complainant.

20. No Duty to Third Parties

- 20.1. The Company does not assume any duty of care or responsibility to any complainant or third party in connection with the ADR Services.

21. Complainant Non-Reliance

- 21.1. The Client shall ensure that complainants are informed that ADR determinations do not constitute legal or regulatory advice and must not be relied upon as such.

22. Limitation Period

- 22.1. Any claim arising out of or in connection with this Agreement shall be brought within the period prescribed by applicable law, and, to the extent permitted by law, within twelve (12) months of the date on which the cause of action arose.

23. Collective Proceedings

- 23.1. To the fullest extent permitted by law, no proceedings shall be brought against the Company on a class, collective or representative basis.

24. Costs

- 24.1. The Client shall be responsible for payment of all fees and charges of the Company in accordance with this Agreement.

25. Independent ADR Function

- 25.1. The Client acknowledges that the Company acts as an independent and impartial provider of ADR Services and that the conduct of any ADR process necessarily involves the exercise of judgement and discretion. Neither the Company nor any of its directors, officers, employees, consultants, adjudicators, mediators, case handlers or agents shall be liable for any act, omission, determination, recommendation, opinion or decision made in good faith in connection with the performance of such functions.

26. Variation of Terms

- 26.1. The Company may amend these Terms from time to time by giving the Client not less than seven (7) days' prior written notice.
- 26.2. Notice of any amendment may be given by email to the email address most recently notified by the Client to the Company. The notice shall specify the date on which the amended Terms will take effect and shall include, or provide access to, a copy of the amended Terms.
- 26.3. Any amendment shall apply from the effective date stated in the notice and shall not affect any rights or obligations accrued before that date.
- 26.4. The Client's continued use of the ADR Services after the effective date of the amended Terms shall constitute acceptance of those amended Terms.
- 26.5. If the Client does not agree to an amendment, it may terminate the Agreement by giving written notice before the amendment takes effect. Any Dispute already commenced and any Credits already purchased shall remain subject to the Terms applicable immediately before the amendment took effect, unless otherwise agreed in writing.

27. Notices and Service by Email

- 27.1. Any notice or other communication given under or in connection with this Agreement shall be in writing and may be delivered by email.
- 27.2. A notice to the Client may be sent to the email address specified in the Engagement Letter or to any replacement email address subsequently notified by the Client to the Company.
- 27.3. A notice to the Company shall be sent to the email address specified in the Engagement Letter or to any replacement email address subsequently notified by the Company to the Client.
- 27.4. An email shall be deemed to have been received at the time it is transmitted, provided that the sender does not receive an automated notification that delivery has failed. Where an email is transmitted outside normal business hours at the recipient's place of business, it shall be deemed received at 9:00 a.m. on the next Business Day.
- 27.5. Each party shall be responsible for ensuring that its contact details are kept up to date and shall notify the other party promptly of any change to its email address.

28. Limitation and Exclusion of Liability

- 28.1. The Client acknowledges and agrees that the Company provides an independent alternative dispute resolution service and that the conduct of any ADR process necessarily involves the exercise of professional judgement and discretion. The Company does not guarantee any particular outcome and shall not be liable merely because a determination, recommendation or outcome is adverse to the interests of the Client or any other person.
- 28.2. To the fullest extent permitted by applicable law, the Company shall not be liable for any loss, damage, cost, expense or liability arising out of or in connection with any ADR determination, recommendation, outcome, finding, opinion or decision issued in good faith in the course of providing the ADR Services, nor for any action taken or omitted to be taken by the Client, a complainant or any third party in reliance upon such determination, recommendation, outcome, finding, opinion or decision.
- 28.3. The Company shall not be liable for any indirect, consequential or economic loss, including loss of profit, revenue, business or goodwill.
- 28.4. The Company shall not be responsible for any loss arising from inaccurate, incomplete or misleading information provided by the Client, any complainant or any third party, nor shall it be liable for any loss arising from the implementation or non-implementation of an ADR outcome, any commercial decision made by the Client, or any regulatory, licensing, compliance or enforcement action taken by any regulatory authority in relation to the Client's business.
- 28.5. Subject always to clause 28.9, the aggregate liability of the Company arising out of or in connection with this Agreement, the ADR Services or any dispute referred to the Company, whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise, shall in no circumstances exceed the greater of (i) £20,000 or (ii) the total fees paid by the Client to the Company during the three (3) months immediately preceding the event giving rise to the claim.
- 28.6. Under no circumstances shall the Company be liable for any indirect, consequential, incidental, special or punitive loss or damage, or for any loss of profit, revenue, business, contracts, opportunity, anticipated savings, goodwill, reputation or management time, whether such losses are direct or indirect and whether or not they were foreseeable.

- 28.7. No director, officer, employee, consultant, contractor, adjudicator, mediator, case handler or agent of the Company shall have any personal liability whatsoever to the Client in connection with the ADR Services, this Agreement or any dispute referred to the Company, and the Client agrees that any claim arising out of or in connection with the ADR Services shall be brought solely against the Company.
- 28.8. Any claim arising out of or in connection with this Agreement or the ADR Services must be commenced within twelve months of the date upon which the Client first became aware, or ought reasonably to have become aware, of the circumstances giving rise to the claim, failing which the Company shall have no liability whatsoever in respect of such claim.
- 28.9. Nothing in this Agreement shall exclude or limit liability for fraud, fraudulent misrepresentation, wilful misconduct, death or personal injury caused by negligence, or any other liability which cannot lawfully be excluded or limited.

29. Governing Law and Jurisdiction

- 29.1. This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of the Isle of Man. The courts of the Isle of Man shall have exclusive jurisdiction.