

Curaçao Alternative Dispute Resolution Entity (CADRE)

ORDER FORM FOR SERVICES

By this Agreement the License Holder submits to the alternative dispute resolution of the Curaçao Alternative Dispute Resolution Entity (CADRE), operated by CADRE B.V., a private limited liability company registered under the laws of Curaçao under registry number 165229 with registered address at Scharlooweg 39, Willemstad, Curaçao (hereinafter referred to as "CADRE" or "we") and Alisium B.V. a private limited liability company registered under the laws of Curacao under registry number 161507 with registered address at Hanchi Snoa 19 Trias Building, Curacao (hereinafter referred to as "the License Holder", together referred to as "the Parties").

CADRE is a certified ADR by the Curaçao Gaming Authority under certificate number CGA/ADR/2025/01. CADRE serves to resolve disputes between customers of gambling operators licensed in Curaçao. The services of CADRE constitute a dispute resolution according to the Curaçao ADR Policy.

By accepting the services of CADRE, the License Holder submits to the rules of procedure as currently published on the company website. The fees are detailed in the below fee table.

LICENSE HOLDER DETAILS	
Company Name	Alisium B.V.
Registration Number	161507
REGISTERED CONTACTS	
Street, No.	Hanchi Snoa 19 Trias Building
Town, Post Code	Willemstad, P.O. Box 3394
Country	Curaçao
INVOICING Channel	
E-mail for invoicing	compliance@softgamings.com
Contacts of contact person / department (phone number direct line or email)	compliance@softgamings.com
No. and type of Licenses held by License Holder	OGL/2024/227/0112 B2C

Provision of Services on ad hoc or subscription basis (please mark)

O Provision of Service on ad hoc basis for the case of (please state name and details of player below)

.....

O Provision of Services on Subscription starting on (please state date of commencement of services below)

11/05/2026

The agreement is valid for 1 year from the commencement date and is renewed automatically for further yearly periods unless either party provides written notice the other party of its intention not to renew at least thirty (30) days prior to the expiration of the initial term or any renewal term

In addition, either Party may terminate this Agreement for convenience at any time by providing not less than thirty (30) days' prior written notice to the other Party.

With the commencement of services, the License Holder is allowed to inform the CGA accordingly and to announce on the relevant websites about the offering of the services of CADRE to their online customers, and similarly the same process can be followed for notification in other jurisdictions.

License Holder publicly claiming to offer the CADRE service without a valid subscription will incur a penal fee equivalent to two annual subscription fees and will be reported to the relevant authorities.

CADRE will provide the CGA regularly with a list of all license holders which have subscribed to the services in compliance with the ADR Policy.

CADRE will follow rules to the acceptance and processing of disputes submitted to the ADR:

- **Multiple Complaints by the Same Player**

Where a player submits multiple complaints that are unfounded or relate to the same incident, such complaints shall be treated as a single ADR case in accordance with the Rules of Procedure.

- **Minimum Dispute Value**
The ADR shall not accept disputes with a value of less than €500. This threshold shall not apply to disputes concerning responsible gambling matters unless there are no objectives from the CGA.

- **License Holder Complaint Procedure Requirement**
The ADR may only accept disputes after the player has fully completed the License Holder's internal complaint procedure, and at least 30 days have elapsed from the date of the final decision. This 30-day requirement shall not apply to disputes related to responsible gambling.

- **Insufficiently Substantiated Complaints**
The ADR should reject disputes where the player does not provide a clear and sufficiently detailed explanation and supporting evidence for the claim, except where the assessment of the dispute requires specific evidence held by the License Holder's back office and which is not accessible to the player.

- **Failure to Support Claims**
The ADR should reject disputes where the player does not provide supporting information or documentation reasonably required to assess the claim.

- **Scope and Jurisdiction**
The ADR shall reject any disputes that fall outside the License Holder's Terms and Conditions, applicable regulations, or the ADR's jurisdictional scope.

The License Holder is required to implement a Disputes Procedure. This procedure should clearly explain to the Player when and how to take a dispute to the ADR. We recommend adjusting the Terms and Conditions accordingly and to use a clause similar to the example given below.

Should a Player feel that the dispute was not resolved to his satisfaction, the Player can refer the to CADRE. CADRE is an independent alternative dispute resolution entity. The dispute resolution procedure at CADRE is free of charge for the Player independent of the outcome.

Decisions of CADRE are binding upon the License Holder and the Player. The procedure before CADRE does not restrict or prejudice the Player's right to bring proceedings against the License Holder in any court of competent jurisdiction

The annual subscription fee and/or the hourly fees are detailed in the current fee schedule. They are accepted by entering into this agreement. Any changes to the retainer or other fees shall be mutually agreed by the Parties and documented in a written addendum, and shall not be applied unilaterally.

The total ADR case fees per year shall not exceed €5,000, unless expressly approved in writing by the License Holder.

Any amendments to the CADRE's rules or procedures shall be subject to prior agreement between the Parties and reflected in this Agreement or its addenda.

The License Holder reserves the right to engage additional ADR providers at its discretion.

The Service Agreement between the Parties consists of this Order Form and CADRE's Rules Of Procedure, a copy of which you have received with this form (please check regularly for any updates on <https://cadre.online/rules-of-procedure/>)

The License Holder is required to submit the following documents together with the signed Order Form:

- Copy of License Holder's Terms and Conditions including reference to CADRE for dispute resolution
- Copy of the License Holder's Dispute Resolution Procedure

Date: 11 / 05 / 2026

The License Holder

Signature:

M. Rutenbergs

Name:

Maksims Rutenbergs

Job Title:

Authorized Signatory

Signature:

Name:

Job Title:

CADRE

Signature:

J. Micallef

Name:

John Micallef

Job Title:

CEO

Signature:

Name:

Job Title:

Fee schedule 2025

Deluxe Package – The below table outlines the fees to be applied for the total cases received during a 12-month subscription period:

<u>Disputes Range</u>	<u>Fee to be charged per dispute</u>
First 25 cases	€ 175 per dispute
Second 25 cases	€ 160 per dispute
Third 25 cases	€ 150 per dispute
Any amount of subsequent cases	€ 140 per dispute

An initial deposit of €250 shall be required upon subscription. Once the deposit has been depleted, the CADRE Provider shall issue an invoice to replenish the deposit, which shall be payable in 10 business days upon receipt. Upon termination of the Agreement, any remaining balance of the deposit shall be returned to the License Holder. For clarity, the License holder pays ADR case fee only after the dispute is confirmed admissible by CADRE and not classified as frivolous or vexatious

For internal use only (To be completed by CADRE)

Received on		Reference Number	
Accepted by		Client Number	