

[REDACTED]
[REDACTED]
[REDACTED]

20 December 2023

Dear Sir

Agreement between Arrow Wood N.V. and [REDACTED]

The purpose of this letter is to set out our agreed terms for the relationship between Arrow Wood N.V. ("**Arrow Wood**") and [REDACTED].

Background

Arrow Wood has developed an online betting platform, licensed by the Gaming Curacao ("**Site**").

[REDACTED] is a registered customer of Arrow Wood.

The responsibilities and rights of the parties are as follows:

Arrow Wood

Arrow Wood will facilitate [REDACTED] betting activity by acting as a betting intermediary for [REDACTED]. In particular, Arrow Wood will provide the ability for [REDACTED] to place bets on the Betfair exchange ("**Betfair**") through Arrow Wood's Betfair Exchange Facility ("**Facility**")

Arrow Wood will set up a dedicated account for [REDACTED] with Betfair ("**Account**") which will be used exclusively by Arrow Wood for the purpose of placing bets on behalf of [REDACTED] through the Facility.

Arrow Wood will not provide any technology services or products or undertake any Site development or maintenance work for [REDACTED] or provide any other services except as expressly requested and agreed between the parties and at such price as may be agreed in advance of the work commencing.

Arrow Wood will not be liable to [REDACTED] for any loss, damage or inability to bet caused by technical outages or faults on Betfair.

Arrow Wood will be responsible for reporting issues with bet settlement and the operation of the Accounts to Betfair and notifying [REDACTED] of any matters which may affect their ability to place bets on Betfair.

Arrow Wood will be responsible for accounting to [REDACTED] for any refunds or debits made by Betfair on the Account. All amounts due to [REDACTED] arising from the Account will be calculated at the end of each calendar month and may be offset against any amounts owing to Arrow Wood as set out below:

██████████

██████████ will provide Arrow Wood with any information requested by Arrow Wood in order to become a registered customer of Arrow Wood and to enable Arrow Wood to setup the Account.

██████████ shall accept Arrow Wood's standard terms and conditions in relation to the betting activity carried on by Arrow Wood on its behalf through the Account.

██████████ will send Arrow Wood funds to enable Arrow Wood to place bets on his behalf through the Account. The amount of any deposit shall be as agreed between the parties.

██████████ agrees to maintain a balance in the Account of such sum as may be agreed between the parties from time to time calculated by reference to the amount required to be available for betting under the Facility. ("**Settlement Threshold**")

If at any time the balance in the Account is below the Settlement Threshold, ██████████ shall be responsible for providing sufficient additional funds to Arrow Wood as soon as reasonably practical to maintain the Settlement Threshold.

██████████ agrees that Arrow Wood may suspend all betting activity through the Account if the balance in the Account falls to zero or is otherwise below the Settlement Threshold for longer than one day.

Consideration

In consideration of Arrow Wood providing ██████████ with the Account and access to the Facility, ██████████

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Any sums calculated as owing to Arrow Wood under (B) or (C) above may be added to the next monthly fixed fee payment.

The fees shall be reviewed every six months or any other time in good faith, and the parties may agree to any appropriate adjustments which may be dependent upon the level of actual or anticipated betting activity.

Settlement of fees and other payment

Arrow Wood agrees that payments between the parties will be done in the bank account in the name of ██████████.

██████████ shall account to Arrow Wood for all payments made and shall supply Arrow Wood with such records of payments as Arrow Wood shall require.

All payments due from ██████████ to Arrow Wood shall be made to such bank accounts as may be notified to ██████████ from time to time.

Arrow Wood agrees that if, at any time, it owes ██████████ any sums due as a result of the Account holding a positive balance, it shall pay such sums to ██████████ as soon as reasonably practical.

Termination

This agreement will continue in force until it is terminated by either party upon 30 day's written notice.

Either party may terminate this agreement with immediate effect upon written notice in the event that:

- (i) the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment;
- (ii) the other party commits a breach of any material term of this agreement (other than failure to pay any amounts due under this agreement) and (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
- (iii) the other party repeatedly breaches any of the terms of this agreement in such a manner as to justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement; or
- (iv) it becomes illegal or unlawful for it to perform the services or obligations under this agreement under the laws or regulations of any country.

Any notices required to be given in respect of termination shall be sent by email to the parties' registered offices or to such other addresses as may be provided by the parties' representatives from time to time

If, it is proven that as a direct result of any actions taken by [REDACTED] under this agreement, Arrow Wood is found to have breached any of its regulatory or legal obligations, [REDACTED] agrees to indemnify Arrow Wood as far as possible for any costs, proceedings, fees, losses or damages arising directly from that breach.

This agreement will be governed by and construed in accordance with Curacao law, the courts of which shall have exclusive jurisdiction.

Please sign and return this letter to indicate your agreement to these terms.

On Behalf of Arrow Wood N.V.

Ok Rye You - Managing Director

[REDACTED]