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Bullish Entertainment B.V.
Reg No: 162815
Kaya Richard J. Beaujon Z/N
Landhuis Joonchi II
Curaçao

28/04/2026

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.

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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

- 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. The Client also acknowledges that 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, and does not exercise supervisory authority. ADR outcomes are issued within a private dispute resolution framework.

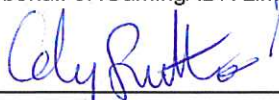
Governing Law

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: 
Name: CAROLYN P. STRATTON
Title: _____
Date: 20/05/26

Accepted and agreed for and on behalf of the Client

Signed: 
Name: Gouloud Hammoud f/obo Guardian Corporation B.V.
Title: Director
Date: May 13th, 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.

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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.
- 5.3. The Company reserves the right to amend its fees, pricing structure and credit arrangements on one month notice.
- 5.4. All Credits purchased by the Client shall be valid for use only during the twelve (12) month period commencing on the date of purchase or, where applicable, the start date of the relevant subscription period (the "Validity Period").
- 5.5. Any Credits which remain unused at the expiry of the Validity Period shall automatically lapse and shall no longer be available for use, and no refund, credit, or compensation shall be payable in respect of such unused Credits.
- 5.6. The Client acknowledges that Credits are priced and structured on the basis of such time-limited availability and that the expiry of unused Credits forms an integral part of the commercial basis of this Agreement.
- 5.7. The Company may decline to accept, suspend or discontinue the provision of ADR Services where it reasonably considers it appropriate to do so, including (without limitation) in cases of non-payment, non-cooperation, abusive conduct or where there is a legal, regulatory or reputational risk.

6. No Warranty

- 6.1. The Company makes no representation or warranty as to the outcome of any ADR process.
- 6.2. 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.

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. Exclusion of Implied Terms

- 19.1. All conditions, warranties and other terms which might otherwise be implied by statute or common law are excluded to the fullest extent permitted by law.

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.

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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. Compliance and Sanctions

- 25.1. The Client represents and warrants that it is in compliance with all applicable anti-money laundering, counter-terrorist financing and sanctions laws. The Company reserves the right to suspend or terminate the provision of ADR Services where it reasonably considers there to be a compliance risk.

26. Limitation and Exclusion of Liability

- 26.1. To the fullest extent permitted by law, the Company's total aggregate liability arising out of or in connection with this Agreement, whether in contract, tort (including negligence), misrepresentation, breach of statutory duty or otherwise, shall be limited to the total fees paid by the Client to the Company in the three (3) months preceding the event giving rise to the claim.
- 26.2. The Company shall not be liable for any indirect, consequential or economic loss, including loss of profit, revenue, business or goodwill.
- 26.3. No director, officer, employee, consultant or agent of the Company shall incur any personal liability whatsoever in connection with the ADR Services or this Agreement.
- 26.4. Nothing in this Agreement shall exclude or limit liability for fraud or any liability which cannot lawfully be excluded.

27. Governing Law and Jurisdiction

- 27.1. 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.