

ALTERNATIVE DISPUTE RESOLUTION AGREEMENT

THIS ALTERNATIVE DISPUTE RESOLUTION AGREEMENT (the “**Agreement**”) is made effective as of 17th March 2026 (the “**Commencement Date**”).

PARTIES

- (1) **Ridley Media N.V.**, a company incorporated in Curaçao company number 140544 whose registered address is at Kaya Richard J. Beaujon Z/N (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 engaged in the provision of licensed online gaming and related services. The Provider specialises in the delivery of independent alternative dispute resolution services (“**ADR Services**”) to licensed gaming operators, including the review, assessment, and determination of customer complaints and disputes.
- (B) The Operator desires to engage the Provider to deliver the ADR Services on an as-required basis in relation to disputes arising between the Operator and customers of the website(s) owned and controlled by Operator, as listed in Schedule 2 (“**Websites**”), including the independent assessment, investigation, and resolution of such disputes in accordance with agreed procedures.

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 the ADR Services by handling disputes that have not been resolved at the Operator’s level within the applicable timeframe prescribed by the Operator’s applicable gaming regulatory authority and any other relevant laws, regulations, or industry standards. the detailed scope of the ADR Services are described and set out in Schedule 1. Each such dispute handled by the Provider shall be regarded as a “**Case**”.
- 1.2 The Provider shall accept all Cases that fall within the scope of applicable requirements, guidelines, or standards issued by any relevant gaming regulatory authority, or otherwise within the agreed scope of the ADR Services.
- 1.3 Any requests from the Operator for additional work to be performed by the Provider outside of the scope of the ADR Services shall be accepted at the Provider’s discretion, and subject to terms mutually agreed between the Parties.

- 1.4 Provider shall aim to handle each Case within an estimated timeframe of 7-10 business days. The final timeframe for the resolution of a Case shall be dependent on the complexity of the Case and speed of communication between Operator and customers, as applicable. Provider shall include Operator in any and all communication with the customers of the Website(s) and other communication related to Case(s), unless this is expressly prohibited by applicable law.
- 1.5 The effect and result of any ADR Services provided by the Provider hereunder ADR Services shall be final and binding on the parties to the Case.

2. ADR SERVICES SAFEGUARDS

- 2.1 The Provider shall perform the ADR Services independently, impartially, and in good faith, and the Operator shall not seek to influence, interfere with, or otherwise affect the assessment, handling, or outcome of any Case. The Provider shall have full discretion over the conduct of each Case, including the procedures followed, communications with the parties involved, and the determination of outcomes, subject to applicable law and any agreed procedures.
- 2.2 The Operator shall cooperate fully with the Provider in connection with the handling of each Case and shall provide all information, documentation, and assistance reasonably required by the Provider in a timely, complete, and accurate manner. The Provider shall not be responsible for any delay in the handling of a Case or any impact on the outcome of a Case arising from any failure or delay by the Operator to comply with its obligations under this Clause.
- 2.3 The Operator acknowledges that the ADR Services are provided on an independent basis and that the Provider does not guarantee any particular outcome, result, or level of customer satisfaction in relation to each Case.
- 2.4 Unless otherwise required by applicable law, the outcome of each Case shall be final and binding on the parties to that Case, and the Operator shall implement any such outcome within a reasonable period of time.

3. RIGHT TO REFUSE OR CLOSE CASES

- 3.1 The Provider shall have the right, acting reasonably and at its sole discretion, to refuse to accept, suspend, or close any Case where:
- (i) the Case falls outside the scope of the ADR Services;
 - (ii) insufficient, incomplete, or inaccurate information has been provided by the Operator or the customer;
 - (iii) the Operator fails to cooperate or comply with its obligations under this Agreement; or
 - (iv) the conduct of any party to the Case is abusive, vexatious, fraudulent, or otherwise inappropriate.

- 3.2 Where a Case is refused, suspended, or closed pursuant to Clause 3.1, the Provider shall notify the Operator and, where appropriate, provide a brief explanation of the reasons for such decision.
- 3.3 The Provider shall not be liable for any loss, delay, or consequence arising from the refusal, suspension, or closure of a Case in accordance with Clause 3.1.

4. FEES AND INVOICING

- 4.1 In consideration of the ADR Services provided by Provider, the Operator shall pay to Provider €350 (three-hundred fifty) EUR per Case (the “**Operator Fees**”)
- 4.2 Where the Provider deals with cases outside of the scope of ADR Services as specified herein (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 Fees**”) payable by Operator.
- 4.3 Provider shall submit invoices for the Operator Fees and any applicable Nuisance Fees (collectively, “**Fees**”) to Operator at the beginning of every month, outlining each Case handled and the total amount owed by Operator.
- 4.4 Invoices shall be sent to Operator via email and shall be payable within thirty (30) days of receipt.
- 4.5 Where Fees are payable in cryptocurrency, the Provider will specify the relevant cryptocurrency wallet address on the applicable invoice.
- 4.6 If the Operator, in good faith, disputes the accuracy of any Fees set out in an invoice issued by the Provider, the Operator shall notify Provider in writing within thirty (30) days of the receipt of the given invoice. The Operator’s failure to contest an invoice within such period shall be deemed to indicate acceptance of the applicable Fees. Provider and the Operator shall use their best endeavours to reach an agreement regarding the disputed amount within 30 days from the Provider raising such a dispute (“**Resolution Period**”). For the avoidance of doubt, the Operator’s payment obligations shall be suspended in relation to any disputed Fees until such dispute is resolved. If the dispute has not been resolved between the parties in the Resolution Period, the parties shall be entitled to refer such dispute to be resolved by the arbitration, in accordance with clause 15.2.
- 4.7 Failure by the Operator to pay any undisputed invoices for more than thirty (30) days of following the payment date of the applicable invoice shall constitute a material breach and entitle the Provider to suspend the provision of the ADR Services, or terminate the Agreement in accordance with clause 6.2(i).
- 4.8 Payment of amounts due under this Agreement shall be made by Operator in such currency or cryptocurrency as may be mutually agreed between the Parties.

5. TERM



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

6. TERMINATION

- 6.1 Either Party may terminate this Agreement without cause upon thirty (30) days' written notice to the other Party.
- 6.2 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 as specified in Clause 4.5 will constitute a material breach;
 - (ii) is dissolved or ceases to conduct substantially all of its business;
 - (iii) becomes unable to pay its debts as they fall due;
 - (iv) has a receiver appointed over its assets or property;
 - (v) makes any voluntary arrangement with its creditors or becomes subject to an administration; or
 - (vi) has a bankruptcy order made against it or goes into liquidation.

7. CONSEQUENCES OF TERMINATION

- 7.1 In the event of termination of this Agreement for any reason:
- (i) the Operator shall pay to Provider any outstanding unpaid invoices On the effective date of such termination. In respect ADR Services already rendered for which no invoice has been submitted, the Provider may submit an invoice, which shall be payable within thirty (30) days of receipt where Operator does not dispute the Operator Fees and Nuisance Fees (if any);
 - (ii) The Operator acknowledges that it may be subject to applicable legal, regulatory, or industry requirements to maintain access to an independent alternative dispute resolution provider for the escalation of disputes and shall remain responsible for ensuring ongoing compliance with such requirements.
 - (iii) Termination shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination.

8. CONFIDENTIALITY

- 8.1 In connection with this Agreement, each Party (the "**Disclosing Party**") may disclose or make available confidential or proprietary information relating to the Disclosing Party ("**Confidential Information**") to the other Party (the "**Receiving Party**"). For the avoidance of doubt, Confidential Information shall, include, without limitation, the terms and conditions, and performance of this Agreement, as well as any know-how, trade secrets, technical, commercial, financial, operational, customer, or other business

information of the Disclosing Party (whether in an oral, written or other medium or format)

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- 8.2 Each Receiving Party undertakes that it shall keep the Confidential Information strictly confidential and shall not, disclose, make available, or otherwise permit any third party to have access to the Confidential Information without the prior written consent of the Disclosing Party or except as otherwise permitted by this Clause 8,
- 8.3 The Receiving Party shall use the Confidential Information solely for the purposes of performing its obligations and exercising its rights under this Agreement and shall take all reasonable measures to protect such Confidential Information from unauthorised use, disclosure, or access, including implementing appropriate administrative, technical, and organisational safeguards.
- 8.4 The Receiving Party may disclose Confidential Information only to those of its employees, officers, professional advisers, contractors, or affiliates ("**Representatives**") who have a strict need to know such information for the purposes of this Agreement and who are bound by written confidentiality obligations no less stringent than those set out herein. The Receiving Party shall remain responsible for any breach of this Clause by such Representatives.
- 8.5 The obligations set out in this Clause 8 shall not apply to information which:
- (i) is or becomes publicly available other than through a breach of this Agreement;
 - (ii) was lawfully in the possession of the Receiving Party prior to disclosure;
 - (iii) is lawfully obtained from a third party without restriction on disclosure; or
 - (iv) is required to be disclosed by law or a regulatory authority or court of competent jurisdiction, provided that (to the extent legally permitted) the Receiving Party provides prompt written notice to the Disclosing Party and cooperates with the Disclosing Party's efforts in seeking to limit such disclosure.
- 8.6 The Parties acknowledge that any breach of their obligations under this Clause 8 may cause irreparable injury to the Disclosing Party for which damages alone would be inadequate remedy. Accordingly, the non-breaching Party shall be entitled to seek immediate equitable or injunctive relief for any actual or threatened breach of Clause 8, in addition to all other rights or remedies that the disclosing Party may have under this Agreement or are available at law or in equity.
- 8.7 The obligations of confidentiality under this Clause 8 shall continue for a period of five (5) years following the termination of this Agreement.
- 8.8 Upon termination of this Agreement, each Party shall return, destroy or otherwise deal with any Confidential Information as the disclosing Party shall wish for it to be dealt with.

9. RELATIONSHIP OF THE PARTIES

- 9.1 It is understood and agreed that Provider is an independent contractor and warrants to Provider the Services in times compliance with applicable law. The Operator shall therefore have no control, effect or influence on the outcome of the ADR Services performed and handled by Provider. It is also expressly understood that the Provider will not be considered Operator's agent, employee or joint venturer and shall have no authority whatsoever to bind Operator, by contract or otherwise.

10. WARRANTIES

- 10.1 Each Party represents and warrants to the other Party that:

- (i) it has full power and authority to enter into this Agreement;
- (ii) it has and all necessary powers, authority and consents to fully perform its obligations under this Agreement; and
- (iii) it shall comply with all applicable laws when performing its obligations under this Agreement.

11. LIABILITY

- 11.1 Nothing in this Agreement shall limit or exclude either Party's liability for:

- (i) death or personal injury caused by its negligence;
- (ii) fraud or fraudulent misrepresentation; or
- (iii) any other liability which cannot be limited or excluded by applicable law.

- 11.2 Subject to Clause 11.1, neither Party shall be liable to the other, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any loss of profit, loss of revenue, loss of business, loss of anticipated savings, loss or corruption of data, loss of goodwill, or for any indirect, consequential, incidental, or special loss or damage of any kind, even if such Party has been advised of the possibility of such losses or damage.

- 11.3 Subject to Clauses 11.1 and 11.2, and except in respect of any breach of Clause 8 (Confidentiality), Clause 14 (Data Protection), or any wilful misconduct or gross negligence by a Party, the total aggregate liability of either Party arising out of or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall in no event exceed the total Operator Fees paid by the Operator to the Provider in the one (1) month immediately preceding the event giving rise to the claim.

- 11.4 The Parties acknowledge and agree that the limitations and exclusions of liability set out in this Clause 10 are reasonable and proportionate, having regard to the nature of the ADR Services, the allocation of risk between the Parties, and the fees payable under this Agreement.

- 11.5 The Provider shall have no liability to the Operator for any claims, complaints, actions, investigations, or proceedings brought by any third party, including any customer of the Operator or any regulatory or supervisory authority, arising out of or in connection with:
- (i) the subject matter of any Case; (ii) any decision, determination, or outcome reached

by the Provider in the course of providing the ADR Services; or (iii) the Operator's compliance or non-compliance with any such outcome. The Operator shall remain solely responsible for its relationship with its customers and for compliance with any applicable legal, regulatory, or contractual obligations relating to the operation of the Website(s).

12. INDEMNITY

12.1 The Operator shall indemnify, defend, and hold harmless the Provider, its affiliates, and their respective officers, directors, employees, and successors from and against any and all claims, demands, actions, liabilities, costs, and expenses (including reasonable legal fees) arising out of or in connection with: (i) any materials or information provided by the Operator to the Provider for the purposes of the ADR Services; (ii) any breach by the Operator of its obligations under this Agreement; or (iii) any delay in, or prevention of, the Provider's performance of the ADR Services resulting from any act or omission of the Operator or its personnel, agents, subcontractors, or consultants.

12.2 The Provider shall indemnify, defend, and hold harmless the Operator, its affiliates, and their respective officers, directors, employees, and successors from and against any and all claims, demands, actions, liabilities, costs, and expenses (including reasonable legal fees) arising out of or in connection with: (i) (ii) any breach by the Provider of its obligations under this Agreement; or (iii) the negligence or wilful misconduct of the Provider.

13. EXCLUSIVITY

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

14. DATA PROTECTION

14.1 For the purposes of this Agreement:

- (i) **"Controller", "Processor", "Data Subject", "Personal Data", "Personal Data Breach", "processing" and "appropriate technical and organisational measures"** shall have the meanings given to them in the Data Protection Legislation.
- (ii) **"Data Protection Legislation"** means all applicable laws and regulations relating to the processing, privacy, and use of personal data, including, where applicable, the General Data Protection Regulation (EU) 2016/679 ("GDPR"), the UK GDPR, the Data Protection Act 2018, and any other applicable legislation, as amended, replaced, or supplemented from time to time.
- (iii) **"Protected Data"** means any personal data relating to customers of the Website(s), as well as any other personal data processed by or made available by the Operator to the Provider in connection with the performance of the ADR Services under this Agreement.

14.2 Each Party shall comply with its respective obligations under applicable Data Protection Legislation in connection with the performance of its obligations under this Agreement.

- 14.3 The Parties acknowledge and agree that, for the purposes of the Data Protection Legislation, the Operator shall act as the controller and the Provider shall act as the processor in respect of the Protected Data processed pursuant to this Agreement.
- 14.4 The Operator shall ensure that it has all necessary rights, consents, and notices in place to enable the lawful transfer of the Protected Data to the Provider and to permit the processing of such Protected Data in accordance with this Agreement.
- 14.5 The Provider shall:
- (i) Process Protected Data only on documented instructions from the Operator (unless otherwise required by applicable law);
 - (ii) Ensure that all personnel who have access to and/or to process such Protected Data are subject to appropriate confidentiality obligations;
 - (iii) Implement appropriate technical and organisational measures to protect Protected Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration, or disclosure;
 - (iv) notify the Operator without undue delay upon becoming aware of any Personal Data Breach;
 - (v) assist the Operator, at the Operator's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators; and
 - (vi) Upon termination of this Agreement, securely delete or return (at the Operator's option) all Protected Data, unless retention is required by applicable law.
- 14.6 The Provider shall not engage any sub-processor of Protected Data without the Operator's prior written authorisation, and shall ensure that any approved sub-processor is bound by data protection obligations no less stringent than those set out in this Agreement.
- 14.7 The Provider shall not transfer Protected Data outside of a jurisdiction with appropriate data protection safeguards as defined under the Data Protection Legislation unless appropriate transfer mechanisms are in place in accordance with Data Protection Legislation.

15. ASSIGNMENT

- 15.1 The rights and obligations of the Provider under this Agreement are personal to the Provider and may not be assigned or transferred to any third party without the prior, express, and written consent of the Operator (such consent not to be unreasonably withheld).
- 15.2 The rights and obligations of the Operator under this Agreement may be assigned or transferred to any of its affiliated entities upon prior written notice to the Provider.

16. GOVERNING LAW AND DISPUTE RESOLUTION

- 16.1 This Agreement shall be governed by and construed under the laws of England.



16.2 The Parties shall initially attempt to resolve any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination ("**Dispute**"), through good faith negotiations. If such Dispute cannot be resolved in accordance with the preceding sentence, it 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.

17. FORCE MAJEURE

17.1 Neither Party shall be liable for any failure or delay in the performance of its obligations under this Agreement (other than payment obligations) caused by events beyond its reasonable control ("**Force Majeure Event**"), including but not limited to acts of God, natural disasters, war, terrorism, civil unrest, strikes, lockouts, epidemics, pandemics, failure of utilities, or failure of telecommunications or internet services.

17.2 The party affected by a Force Majeure Event ("**Affected Party**") shall:

- (i) as soon as reasonably practicable after the start of the Force Majeure Event but no later than five (5) business days from its start, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under this Agreement; and
- (ii) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

17.3 If the Force Majeure Event prevails for a continuous period of more than two (2) months, either party may terminate this Agreement immediately upon written notice to the other Party. Such termination shall be without prejudice to the rights of the parties in respect of any breach of this Agreement.

18. NOTICES

18.1 Any notice or other communication given under or in connection with this Agreement ("**Notices**") shall be in writing and shall be sent to the address of the other Party specified on the first page of this Agreement or such email address notified to the sending Party. Notices shall be delivered by hand, sent by pre-paid registered mail, or by email to the addresses notified by each Party.

18.2 Notices shall be deemed received:

- (i) if delivered by hand, at the time of delivery at the other Party's proper address;
- (ii) if sent by registered mail, five (5) business days after posting; and
- (iii) if sent by email, on the next business day after sending.

18.3 This Clause 18 shall not apply to the service of any proceedings or other documents in any legal action or arbitration.

19. ENTIRE AGREEMENT

19.1 This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, negotiations, discussions, or understandings (whether written or oral) relating to its subject matter, and each Party acknowledges that it has not relied on any statement, representation, assurance, or warranty not expressly set out in this Agreement, provided that nothing in this Clause shall limit or exclude liability for fraud or fraudulent misrepresentation.

20. VARIATION

20.1 No variation of this Agreement shall be effective unless it is in writing and signed by or on behalf of each of the Parties.

21. WAIVER

21.1 A failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall any single or partial exercise of any right or remedy prevent or restrict the further exercise of that or any other right or remedy.

22. SEVERABILITY

22.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable, and if such modification is not possible, the relevant provision or part-provision shall be deemed deleted, without affecting the validity and enforceability of the remainder of this Agreement.

23. COUNTERPARTS

23.1 This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same agreement, and execution may be effected by electronic signature, which shall have the same legal effect as a handwritten signature.



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

Signed for and on behalf of

Ridley Media N.V



Name: Gouloud Hammoud

fobo Global Related Services B.V.
Title: Director

Signed by for and on behalf
of **EGIS - FZCO**



Name: Hazem Eldine

Title: Director

SCHEDULE 1 – SERVICES

ADR Services

The Provider shall assist in providing alternative dispute resolution services by handling Cases that have not been resolved at the Operator's level within the applicable timeframe prescribed by any relevant laws, regulations, or standards issued by any applicable gaming regulatory authority, in connection with any of the following circumstances:

- 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 Websites in respect of which the Provider shall provide ADR Services shall be mutually agreed between the Parties in writing from time to time.

Additional websites may be added from time to time by mutual agreement of the Parties, which may be evidenced in writing via email or other written communication between authorised representatives of the Parties.

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

Please provide a point of contact email in the event that the Provider requires additional information to be provided regarding a Case. This nominated point of contact may be the Compliance Officer, a senior member of the Operator's Customer Service team, or any other individual who is in a position to provide the Provider such with information that may be reasonably required.

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