



Apex Analytica N.V.

Attn: Neil Copans

neilcopans@gmail.com

Willemstad, 19 June 2026

Dear Neil Copans,

Thank you for choosing Resolvo as your alternative dispute resolution provider.

This letter sets out the terms and conditions under which Resolvo Curaçao N.V., a limited liability company under the laws of Curaçao with its registered offices at Hydraweg 3, Curaçao and registered with the Curaçao Chamber of Commerce & Industry under number 170260 ("**Resolvo**") will provide alternative dispute resolution services to [Name Operator] ("**Operator**" and together with Resolvo, the "**Parties**" or individually a "**Party**").

## **SERVICES**

Resolvo provides alternative dispute resolution services ("**ADR Services**") in accordance with the rules and regulations of the Curaçao Gaming Control ("**CGA**"), applicable Curaçao laws and regulations and the dispute resolution procedure as stipulated in **ANNEX 1: ADR PROCEDURE**, including:

- (a) providing and maintaining a secured platform for submitting claims;
- (b) processing, reviewing and confirming admissibility of claims;
- (c) appointing neutral and qualified adjudicators;
- (d) managing case procedures and communications;
- (e) issuing reasoned decisions and rewards; and
- (f) providing reporting and compliance support where required.

For the avoidance of doubt, this letter does not constitute an arbitration agreement between disputing parties but a service agreement for the provision of ADR Services to the Operator.

Resolvo uses reasonable efforts to:

- (a) acknowledge dispute, confirm admissibility and appoint adjudicator within 7 days;
- (b) issue a reasoned written decision within 90 days.

## **SUBSCRIPTION FEES AND BILLING**



The Operator pays an annual subscription fee as set out in **ANNEX 2: SUBSCRIPTIONS** which includes the administration of the specified amount of dispute per twelve months. Additional disputes are charged at the indicated rate. The annual fees remain effective for twelve months after the date of signing this letter, after which Resolvo has a right to adjust the fees schedule with 30 days prior written notice.

Subscriptions will renew automatically after twelve months for a term of another twelve months, unless the Operator terminates the subscription by written notice taking into account a notice period of 90 days or the agreement is terminated in accordance with the termination clause below.

Invoices are due upon receipt and must be paid within fourteen days.

### **INDEPENDENCE & CONFIDENTIALITY**

Resolvo acts independently and impartially from both Operator and its players. All proceedings shall remain confidential, subject to regulatory disclosure requirements.

Resolvo is not liable for the outcome of any dispute. Resolvo's liability is limited to the annual subscription fees paid by the Operator.

Each Party shall comply with applicable data protection laws.

### **OBLIGATIONS OPERATOR**

The Operator shall:

- (a) incorporate Resolvo's ADR clause and other clauses as stipulated in **ANNEX 3: T&C REQUIREMENTS** (and as amended from time to time) into its terms and conditions. Any required updates need to be incorporated within 14 days of notification by Resolvo;
- (b) provide within 7 days of a request for information regarding a submitted claim, accurate and complete information;
- (c) comply within 30 days (or other stipulated timeframe) with decisions issued by Resolvo; and
- (d) cooperate in good faith.

### **TERMINATION**

If a Party fails to fulfill any of its obligations (an "**Event of Default**"), the other Party notifies the defaulting Party of the breach within 14 days by written notice. The non-defaulting Party may demand specific performance, remedy of the breach or claim damages in such default notice.



Notwithstanding the above, each Party has the right, at its sole discretion, to terminate this agreement immediately by giving written notice to the other Party if a Party:

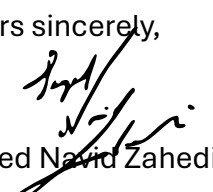
- (a) fails to remedy a breach or perform its obligations according to the notice of default as referred to above;
- (b) no longer has a valid license from CGA or other gaming control authority;
- (c) a resolution is passed approving the voluntary liquidation, (cross-border) conversion, legal merger or demerger (in either case, where the Party is the disappearing entity) of the Party, or if a petition is filed with a court for bankruptcy, dissolution or suspension of payments of the Party, or if a trustee, administrator, liquidator or similar officer is appointed in respect of the Party or any of its assets or the Party is dissolved.

### GOVERNING LAW AND JURISDICTION

This letter and any non-contractual obligations arising out of or in connection with it are governed by the laws of Curaçao. Any dispute arising out of or in connection with this letter (including any dispute relating to the existence, validity or termination of this letter or any non-contractual obligation arising out of or in connection with this letter) will be submitted to the competent courts of Curaçao.

If this letter correctly reflects the scope and terms of our agreement in connection with your alternative dispute resolution services needs, please confirm your acceptance by signing and returning a copy of this letter to [info@resolvocuracao.com](mailto:info@resolvocuracao.com).

Yours sincerely,

  
Seyed Navid Zahedi

Attorney-at-Law | Certified arbitrator and negotiator with ADR Register

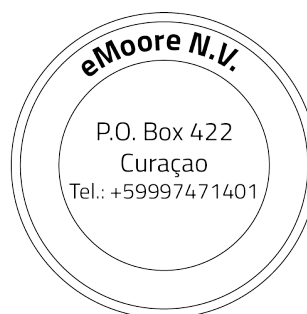
Agreed and accepted for an on behalf of Apex Analytica N.V. by:

*C. Drommond*

Name: eMoore N.V., Managing Director

Title: C. Drommond, Proxy Holder obo eMoore N.V.

Date: June 19<sup>th</sup>, 2026



## **ANNEX 1: ADR PROCEDURE**

### **1. Scope and admissibility**

- 1.1 Resolvo handles disputes arising from a player complaint that was first submitted to the operator and not resolved to the player's satisfaction in accordance with the operator's internal complaints procedure.
  - 1.2 Resolvo only handles disputes for operators who have an active agreement for alternative dispute resolution services with Resolvo and are CGA-licensed.
  - 1.3 The alternative dispute resolution process is free of charge to the player. All alternative dispute resolution costs are borne by the operator.
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### **2. Preconditions for intake**

Resolvo may only open a case if all of the following conditions have been met:

- (a) The complaint has been submitted to the operator and the internal complaints procedure is completed or a final response has been issued;
  - (b) The dispute is not pending before a court or another ADR services provider;
  - (c) The dispute has not previously been decided by any CGA-certified ADR services provider;
  - (d) There is no conflict of interest;
  - (e) The case falls within alternative dispute resolution parameters (no manifestly frivolous/vexatious matters) and monetary minimums by operators (if any) do not apply in cases involving responsible gaming breaches, including self-exclusion admission complaints, which must be addressed regardless of claim value.
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### **3. Submission Requirements**

To lodge a dispute with Resolvo, the player must submit the following information via Resolvo's online form:

- (a) Full name;
- (b) Current address;



- (c) Account ID at the operator;
- (d) Date of original complaint to the operator and operator's final reply (with underlying documents);
- (e) Clear description of the disputed conduct and requested outcome;
- (f) Supporting documents;
- (g) Declaration that the matter is not before a court or another ADR services provider.

Language accepted: English, French, German, Spanish (and any additional languages published by Resolvo, if applicable).

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#### **4. Acknowledgement and case opening**

- 4.1. Resolvo acknowledges receipt within 7 calendar days, stating whether the file is admissible or whether additional information is required.
  - 4.2. If information requested is not supplied within the specified time, Resolvo may decline the case.
  - 4.3. Upon admissibility, Resolvo informs both parties of case opening and next procedural steps.
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#### **5. Procedure and Standard of Review**

- 5.1. Resolvo conducts an independent, impartial and evidence-based assessment.
  - 5.2. Both parties may submit further evidence within deadlines set by Resolvo.
  - 5.3. Resolvo may ask targeted questions to elicit relevant facts and will apply the applicable regulatory framework (LOK, CGA policies and civil law if relevant).
  - 5.4. Differences in knowledge and power between player and operator will be considered and mitigated (player accessibility, plain-language communication).
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#### **6. Responsible Gaming Matters**



Complaints relating to responsible gaming (including self-exclusion, duty-of-care and related breaches) are handled with priority and full seriousness, irrespective of claim value.

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## **7. Decision and Timeline**

- 7.1. Resolvo will issue a reasoned written outcome within 90 days from referral.
  - 7.2. The outcome will set out the findings, reasons, applicable rules and required actions for the parties.
  - 7.3. Per CGA policy, the outcome is binding on the operator. Whether it is binding on the player depends on the operator's published alternative dispute parameters.
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## **8. Publicity**

Resolvo will state in each case whether publication (anonymised or otherwise) is permitted and under what conditions.

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## **9. Closure and Record-Keeping**

- 9.1. Cases are closed upon issuance of the final outcome or upon a procedural decline/withdrawal.
  - 9.2. Resolvo maintains confidential records of all disputes for at least five years.
  - 9.3. Resolvo will report and cooperate with the CGA in line with monitoring, including production of files upon request.
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## **10. Escalation outside ADR**

- 10.1. Resolvo does not replace judicial remedies. Players retain the right to seek judicial recourse after the alternative dispute resolution proceedings, unless limited by binding contractual arrangements to the extent enforceable by law.



10.2. Resolvo does not mediate regulatory complaints. If a player believes an operator breached regulation, they may contact the Curacao Gaming Authority separately.

## **ANNEX 2: SUBSCRIPTIONS**

# Independent dispute resolution for Online Gaming

IMPARTIAL. EXPERIENCED. CERTIFIED.



## WHAT WE DO

We provide independent Alternative Dispute Resolution (ADR) services in line with the rules and regulations of Curaçao for online casino operators and their players. Our legal professionals are impartial, experienced and locally as well as internationally certified.

## Why Choose Us



### Impartial

We operate independently from both operators and players, ensuring that every decision is objective and evidence-based.



### Deep Industry Experience

Our reviewer panel consists of legal experts with extensive experience in online gaming operations and player disputes, trust and payment matters, online gambling rules, regulation and compliance.



### Locally and internationally certified

Certified locally by Gaming Control Authority and our seasoned lawyers internationally by ADR Register.

## Our Pricing

### Starter Package – EUR 1.900

- Start-ups/limited number of players
- 10 cases per year
- additional cases for EUR 215 each

### Essentials Package – EUR 3.400

- Medium-sized operators/multiple brands
- 20 cases per year
- additional cases for EUR 200 each

### Enterprise Package

- Up to 25 cases for EUR 165 each
- 26 - 50 cases for EUR 155 each
- 51 - 75 cases for EUR 145 each
- 76+ cases for EUR 135 each
- Initial deposit of EUR 4.750

### One-off cases – EUR 250

#### Additional terms:

- Subscription term of one (1) year
- Prices are excluding taxes
- Subscription per licensed operator

Our role is simple: to assess the facts and issue a reasoned and binding decision — without the cost, delay or reputational impact associated with court proceedings.



### **ANNEX 3: T&C REQUIREMENTS**

The Operator ensures that its terms and conditions of its agreement with its players are in line with these T&C Requirements for the full extent of the subscription period for alternative dispute resolution services provided by Resolvo to the Operator. Resolvo has the right to amend these T&C Requirements from time to time by written notice to the Operator. The Operator will update its terms and conditions within 14 days of notification.

#### **1. ADR Clause**

- 1.1. Any complaint or dispute arising from or relating to these [Terms], a transaction or otherwise shall be resolved through [the Operator's] complaints procedure prior to pursuing any other legal or equitable remedy.
- 1.2. If a complaint or dispute is not resolved through the internal complaints procedure, such unresolved complaint or dispute may be referred by either party to Resolvo Curaçao to be settled by binding alternative dispute resolution. The alternative dispute resolution proceedings are free of cost for the player.
- 1.3. For information regarding the alternative dispute resolution procedure and Resolvo Curaçao, visit [www.resolvocuracao.com](http://www.resolvocuracao.com) or send an email to [info@resolvocuracao.com](mailto:info@resolvocuracao.com).