

COMMERCIAL OFFER
(hereinafter – “Offer”)

September 01, 2025 (“Effective Date”)

1. Parties & References

HIGHFLIER B.V., a private limited liability company duly incorporated under the laws of Curacao, registered with number 149996 and having its registered office at 1, Dr. H. Fergusonweg, Willemstad, Curacao (hereinafter referred to as the “**Provider**”), and

POINDER B.V., a company organized and existing under the laws of Curacao, registered with number 166111 and having its registered office at Z/N, ZUIKERTUINTJEWEG, WILLEMSTAD, Curacao (hereinafter referred to as the “**Client**”).

The Provider and the Client are each referred to individually as a “**Party**” and collectively as the “**Parties**”.

Reference Document: Compliance Hosting Facilitation Agreement, date September 01, 2025, Parties: Provider & Client.

Reference Document: SLA (Software and Services License Agreement), version/date February 08, 2024.

2. Scope Summary

In strict accordance with the Agreement, Provider shall **facilitate access** to upstream Tier-IV data center services physically located in Curacao, solely for the purpose of storing and ensuring accessibility of **Critical Information** required under CGA/NOGC.

The Hosting Services under this Offer cover:

- (a) Allocation of secure server resources in a Tier-IV data center (Curacao);
- (b) Dedicated IP addresses for use during the Term;
- (c) Continuous monitoring and technical maintenance of server performance;
- (d) Technical facilitation of Curacao Gaming Authority (CGA) access to Client's data.

Note:

- (a) Provider acts **only as facilitator of infrastructure**; all regulatory obligations remain with Client as CGA license holder.
- (b) Critical Information and gaming logs must remain **physically stored in Curacao Tier-IV**; off-site backups are allowed only if compliant and provided that a full copy is always maintained in Curacao.
- (c) Availability/uptime standards are **solely those of the upstream SLA**; Provider makes no independent SLA commitments.
- (d) The Client must comply with upstream policies (AUP, Bandwidth, IP Policy).

3. Fees & Payment Terms

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| (a) | Effective Date: 01 September 2025. |
| (b) | Initial Term: from 01 September 2025 until 31 December 2026. |

(c) **Fees for the Services:**

- **Standard Payment: EUR 6.000** (six thousand euros) per year ("**Standard payment**").
 - **Special condition-Grace Period for Payment:** EUR 8.000, representing the annual fee of EUR 6.000 plus a pro-rated fee of EUR 2.000 for the period 01 September – 31 December 2025.
- (d) **Grace Period Term:** Payment obligations are deferred for the period from 01 September 2025 until 14 March 2026. Services remain fully active during this period.
- (e) **Invoicing:** one invoice covering the Initial Term shall be issued on 15 March 2026.
- (f) **Payment Due Date:** the Client shall pay the invoice in full within ten (10) calendar days following issuance.
- (g) **Renewal:** starting from 1 January 2027, the Agreement shall renew on a standard annual cycle (1 January – 31 December).
- (h) **Non-payment:** if the invoice is not settled by the Due Date, the Provider may suspend Hosting Services until full payment is received.
- (i) **Early Payment Option:** one invoice per year (annual invoice basis; in case of a grace period, the invoice is issued after expiry of such period, unless the Client requests early issuance by written notice, including by email).

4. Duration and Validity

- 4.1 This Offer is issued pursuant to and forms an integral part of the Agreement. It shall remain valid for the duration of the Agreement, unless and until replaced by a revised Offer.
- 4.2 The Annual Hosting Fee set out in this Offer reflects the pricing applicable at the time of issuance. Client acknowledges and agrees that such Fee may be subject to adjustment in case of changes imposed by the Upstream Provider or due to regulatory requirements.
- 4.3 In the event of any such adjustment, Provider shall notify Client in writing, and a revised Offer shall be issued. The revised Offer shall take effect from the date specified therein and shall replace this Offer for all purposes under the Agreement.
- 4.4 In the absence of a revised Offer, this Offer shall continue to apply during any Renewal Term of the Agreement.

5. Acceptance

By signing this Offer, the Parties confirm their Agreement with the terms of service.

IN WITNESS WHEREOF, the Provider and the Client hereto have signed this Offer as of the day and year set forth above.

PROVIDER: HIGHFLIER B.V.

CLIENT: POINDER B.V.

Name: (SMES) Solutions for Management and Employment Support N.V.


IGA Trust BV (Sep 20, 2025 11:05:16 GMT+2)
Name: IGA TRUST B.V.

Title: Statutory Director
Date of sign: 22-09-2025

Title: Statutory Director
Date of sign: