

COMPLIANCE HOSTING FACILITATION AGREEMENT

This Compliance Hosting Facilitation Agreement ("**Agreement**") is made on **September 01, 2025** ("**Effective Date**") by and between:

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 ("**Provider**"), and

Caecus N.V., a company organized and existing under the laws of Curacao, registered with number 163779 and having its registered office at Chuchubiweg 17, Curacao ("**Client**").

The Provider and the Client are hereinafter separately referred to as the "**Party**" and jointly as the "**Parties**".

RECITALS

WHEREAS, Provider does not operate as a data center, but acts as a facilitator of hosting services through its upstream provider, a Tier-IV certified data center physically located in Curacao;

WHEREAS, Client is a licensed online gaming operator under the laws of Curacao and, as a license holder, is solely responsible for compliance with all regulatory obligations imposed by the CGA;

WHEREAS, pursuant to NOGC and Article 13 of the Online Gaming License Conditions, Client is required to ensure that all critical player and transaction data is stored and accessible in Curacao, and desires to obtain hosting services to fulfill this obligation;

WHEREAS, the Parties now wish to enter into this Hosting Facilitation Agreement, which governs exclusively the provision of hosting services, independent from any other agreements between them;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

1. DEFINITIONS

For the purposes of this Agreement, the following terms shall have the meanings ascribed to them below:

- 1.1. "**Business Day**" means a day other than Saturday, Sunday or public holiday in the jurisdiction of the Provider, on which banks are generally open for business.
- 1.2. "**Confidential Information**" means any business, technical, financial or regulatory information disclosed by one Party to the other in connection with this Agreement, whether oral, written, or digital, and which is identified as confidential or would reasonably be understood as confidential. Confidential Information shall not include information that (i) is or becomes public through no breach of this Agreement, (ii) was lawfully known by the receiving Party before disclosure, (iii) is disclosed to the receiving Party by a third party without breach of any confidentiality obligation, or (iv) is required to be disclosed by law, regulation, or by the CGA or any other competent authority.

- 1.3. **"Critical Information"** means players' specific critical information as required under the NOGC and CGA policies, including but not limited to: player identification code, account number, declared age and residence, type and number of identification document, daily deposits, withdrawals, bets, losses, winnings, account balances, and any other data designated as critical by the CGA from time to time.
- 1.4. **"CGA"** means the Curacao Gaming Authority.
- 1.5. **"Fees"** means the annual fixed charge payable by Client to Provider for Hosting Services as set forth in Section 3, as may be updated by written offer or annex agreed between the Parties.
- 1.6. **"Hosting Services", "Services"** means the facilitation by Provider of access to upstream hosting and infrastructure services located in a Tier IV data center in Curaçao, including the storage of Critical Information as required by CGA regulations. For the avoidance of doubt, Hosting Services do not include Platform Support Services.
- 1.7. **"NOGC"** means the National Ordinance on Games of Chance (Landsverordening op de kansspelen, PB 2024, no. 157, **"LOK"**).
- 1.8. **"Offer"** means the written commercial offer issued by Provider and accepted by Client, specifying the applicable Fee for Hosting Services under this Agreement. Each Offer shall form an integral part of this Agreement.
- 1.9. **"Upstream Provider"** means the third-party Tier IV data center or hosting service provider in Curacao engaged by Provider to deliver the Hosting Services under this Agreement.
- 1.10. Capitalized terms not otherwise defined in this Agreement shall have their commonly accepted meaning under applicable law and industry practice.

2. SUBJECT OF THE AGREEMENT

2.1. This Agreement regulates only hosting facilitation services, which are distinct from the licensed software and platform services.

2.2. Provider shall render to Client hosting and infrastructure services ("**Services**") in order to facilitate Client's compliance with the requirements of the CGA, specifically NOGC and Article 13 of the Online Gaming License Conditions. Provider acts only as facilitator of infrastructure. All regulatory and legal responsibility lies solely with Client.

2.3. Client acknowledges and agrees that hosting under this Agreement shall be physically located in Curacao, within a Tier-IV certified data center, in accordance with CGA requirements. Client further acknowledges that all critical player and transaction data must be stored and accessible via the hosting infrastructure, and undertakes to ensure ongoing compliance with CGA requirements.

2.4. Provider shall facilitate hosting exclusively through infrastructure located in a Tier-IV certified data center physically situated in Curacao, in accordance with the requirements of the CGA. Provider reserves the right to select and change the underlying data center operator at its sole discretion, provided that the location and certification standards remain compliant.

2.5. Scope and Services.

- (a) provision of server resources in a Tier-IV certified data center located in Curaçao;

- (b) allocation of Internet Protocol (IP) addresses for temporary use during the Term;
- (c) technical maintenance and monitoring of server performance; and
- (d) facilitation of the Curaçao Gaming Authority's ("CGA") access to the Client's data stored on or accessible through the hosting infrastructure.

2.6. The Hosting Services provided under this Agreement are purely technical in nature. They do not constitute a gaming license, nor do they replace or reduce any regulatory obligations of the Client as license holder.

2.7. Provider acts solely as a facilitator of infrastructure. The Client remains fully and exclusively responsible for ensuring compliance with all applicable laws, regulations, and CGA requirements.

2.8. Client represents and warrants that it holds a valid gaming license issued by the CGA and shall at all times comply with all obligations under such license. The Client shall use the Hosting Services only in connection with its duly licensed gaming operations and strictly in accordance with applicable laws and regulations.

3. FEES AND PAYMENT

3.1. The annual Fee for the Hosting Services shall be determined in accordance with the Offer. The Provider shall issue an annual invoice in accordance with the terms of the Offer and this Agreement.

3.2. Each payment made by the Client pursuant to the Provider's invoice shall constitute sufficient evidence of the Provider's compliance with its obligations for regulatory purposes.

3.3. All payments under this Agreement shall be made in Euro (EUR) by wire transfer to the bank account designated by the Provider. By mutual agreement confirmed by email correspondence, payment may also be made in virtual currency. In such case, the Parties shall agree in advance on the exchange rate source and conversion method, and the EUR equivalent so agreed shall be deemed the official amount paid for accounting, tax, and regulatory purposes.

3.4. Each annual invoice issued by Provider under this Agreement may serve as evidence of compliance for Client's reporting obligations under Article 4(6) of the CGA Regulation regarding the storage of Critical Information.

3.5. All Fees are exclusive of any applicable taxes, duties, levies, VAT, GST, withholding taxes, bank transfer charges, currency conversion fees, or other transaction costs of any kind (collectively, "Taxes and Charges"). Each Party shall be responsible for its own Taxes arising under applicable law. Client shall bear all Taxes and Charges associated with payments under this Agreement, so that Provider receives the full invoiced amount net of any deductions or withholdings. If Client is required by law to withhold any Taxes, it shall gross up the payment to ensure that Provider receives the full invoiced amount.

3.6. If Client fails to pay any amount when due, Provider may suspend Hosting Services until full payment is received. Interest shall accrue on overdue amounts at a rate of 1.5% per month or the maximum rate permitted by law, whichever is lower.

3.7. All Fees are non-refundable, regardless of early termination of this Agreement, except where termination is caused by Provider's material breach duly established under Section 14 of the present Agreement.

3.8. The Fees may be subject to adjustment upon renewal of the Term. Provider shall notify Client of any change in Fees by issuing an updated Offer at least thirty (30) days prior to the renewal date. The Parties shall act in good faith to agree on the updated Offer. If the Parties fail to reach agreement on the updated Offer before the renewal date, this Agreement shall expire automatically at the end of the then-current Term without liability to either Party.

3.9. The Parties shall act in good faith when negotiating any updated Offer. A refusal by Client to accept a reasonable adjustment of the Fees in line with market conditions and/or regulatory requirements shall be deemed a decision by Client not to renew this Agreement. In such case, this Agreement shall expire at the end of the then-current Term without liability to either Party.

4. IP ADDRESSES AND OWNERSHIP

4.1. **Scope.** Provider shall facilitate the Hosting Services as described in this Agreement. For the avoidance of doubt, all rights and ownership in and to the servers, hardware, and IP addresses remain with Provider and/or its Upstream Provider, and Client only receives a limited right of use in accordance with Section 9 of this Agreement.

4.2. **Regulatory Responsibility.** Client acknowledges that all regulatory obligations related to Hosting Services under Curacao law and CGA directives rest exclusively with Client as license holder.

5. BANDWIDTH AND FAIR USE

5.1. **Bandwidth and Fair Use.** Bandwidth consumption is subject to the Upstream Provider's Fair Use Policy, as amended from time to time.

5.2. **Data Location and Disaster Recovery.** Client acknowledges and agrees that all gaming data and logs related to the Services, including Critical Information, shall be stored on servers physically located in a Tier IV-certified data center in Curacao.

5.2.1. Backups for disaster recovery may be stored outside Curacao, provided that such backups remain accessible to the Client and the CGA upon request and comply with industry-standard encryption and security measures. Provider shall facilitate such hosting services through an upstream Tier-IV data center in Curacao. Off-site backups are permitted provided they do not impair continuous availability under NOGC Art. 5.9(j); the Curaçao Tier-IV server must at all times hold a complete, current copy of the digital records required for CGA access.

5.2.2. **Uptime and Service Levels.** The availability and uptime of the Hosting Services are subject exclusively to the service levels of the Upstream Provider. Provider makes no independent warranty or commitment regarding availability or uptime under this Agreement, and shall have no liability for any failure of the Upstream Provider to meet such service levels.

5.3. **Data Retention.** Client shall retain Critical Information for at least the periods required under applicable law and CGA rules, as may be specified in ministerial regulations under the NOGC.

5.3.1. **Costs.** Any costs or system upgrades required to comply with an extended retention period shall be borne exclusively by Client.

5.4. **Prohibition on Deletion.** No deletion or alteration of Critical Information in breach of statutory retention or that would impair CGA access under the NOGC; any deletion must be permitted by applicable law and CGA directions.

5.5. Overage Fees. If Client's bandwidth or resource usage exceeds limits imposed by the Upstream Provider, any additional charges or overage fees shall be passed through to Client. Provider shall notify Client of such charges, and payment shall be due within ten (10) Business Days of invoice. Any such charges shall be deemed additional Fees under this Agreement.

5.6. Suspension. Provider may immediately suspend or restrict Hosting Services, without liability, upon receipt of notice from the Upstream Provider of Client's misuse, breach of policies, excessive resource consumption, or other conduct affecting the integrity, security, or performance of the hosting environment.

6. DATA LOCATION, SECURITY AND REGULATORY ACCESS

6.1. CGA Access. Provider shall use commercially reasonable efforts to facilitate CGA's access to Client's Critical Information stored on or accessible via the hosting infrastructure in Curacao, to the extent technically possible and subject to the Upstream Provider's infrastructure.

6.2 Limitation of Liability. Provider's liability for any failure to provide such access shall be limited strictly to the refund of hosting fees paid for the affected period.

6.3 Client Responsibility. Client acknowledges and agrees that ultimate responsibility for compliance with CGA requirements lies solely with Client. Provider shall facilitate technical access but shall not bear any regulatory responsibility.

6.4. Encryption. All Critical Information shall be protected using end-to-end encryption in accordance with generally accepted industry standards.

6.5. No Independent Copies. Provider shall not be obliged to maintain independent copies of Critical Information. Client remains solely responsible for ensuring accuracy, completeness and timely registration of such data with the CGA, and acknowledges that Provider has no duty to verify, audit or supplement Client Data.

6.6. Reporting Obligations. Client shall provide the CGA with all reports, notifications, and statements required under applicable regulations, including the location of servers, configuration of virtual storage, and copies of this Agreement. Provider may facilitate technical information regarding the Upstream Provider but shall have no responsibility for Client's timely or complete submission to the CGA.

6.6.1. Provider shall, upon Client's request, furnish such technical details of the Upstream Provider as are reasonably necessary for Client to fulfill its reporting obligations to CGA.

6.7. Proof from Upstream Provider. Upon request of the CGA, Provider shall procure from the Upstream Provider reasonable proof that Critical Information is stored in compliance with the requirements of this Agreement, including but not limited to Tier IV certification, data location, encryption, and retention obligations, to the extent technically and contractually possible.

7. UPSTREAM PROVIDER POLICIES

7.1. Client agrees to comply with all applicable policies of Provider's upstream data center and service provider, including but not limited to the Acceptable Use Policy, Bandwidth Policy, and IP Address Policy, as may be updated from time to time. Any breach of such policies by Client shall be deemed a breach of this Agreement.

8. AUDIT FACILITATION

8.1. Provider shall cooperate in good faith to facilitate technical access by CGA, but shall not be responsible for the substance, quality, or completeness of data made available to CGA, which remains Client's sole responsibility. Client shall ensure that all data required by CGA is complete, accurate, and available for audit.

Client shall ensure that all Critical Information required by the CGA is complete, accurate, and available for audit. Provider shall not be responsible for the substance, quality, or completeness of such information, but only for facilitating technical access in accordance with this Agreement.

8.2. Any and all costs, expenses or fees incurred in connection with audits, inspections, or information requests initiated by the CGA or any other competent authority in respect of Client's operations shall be borne solely by Client.

9. INTELLECTUAL PROPERTY

9.1. All rights, title and interest in and to the servers, infrastructure, and IP addresses used in connection with the Services remain exclusively with Provider or its upstream provider. Client receives only a limited, temporary, non-transferable right of use for the Term. No ownership rights are transferred to Client. Intellectual property rights relating to any other software or platforms used by the Client remain unaffected by this Agreement.

9.2. Client acknowledges that all rights, title and interest in and to IP addresses, servers, hardware and other infrastructure used in the provision of Hosting Services remain the sole property of the Upstream Provider or Provider, as applicable. Client is granted only a limited, revocable right of use for the Term of this Agreement, and acquires no ownership or other proprietary rights therein. Client shall not assign, transfer, sublicense or otherwise dispose of such rights.

10. CONFIDENTIALITY

10.1. Both Parties shall treat as confidential all technical, commercial, and operational information received in connection with this Agreement. Confidentiality obligations shall not apply where disclosure is required by law, regulation, or by order of the CGA. Client acknowledges that Provider may disclose Client's data to the CGA as necessary for regulatory compliance. Confidentiality obligations shall survive termination of this Agreement for a period of three (3) years.

Nothing in this Section shall limit Provider's right to disclose data or information directly to the CGA where required by applicable law or regulation.

11. INDEMNITY

11.1. Client shall indemnify, defend and hold harmless Provider, its affiliates, directors, officers, employees, agents and subcontractors from and against any and all losses, damages, liabilities, fines, penalties, costs and expenses (including reasonable attorneys' fees and costs of defense) arising out of or relating to:

- (a) Client's breach of this Agreement;
- (b) Client's non-compliance with applicable laws or regulations (including but not limited to CGA requirements);
- (c) any misuse of the Hosting Services by Client or its end users, or

- (d) any regulatory or third-party claim brought against Provider as a result of Client's actions or omissions. Such indemnity expressly includes all costs of defense, investigations, audits and regulatory proceedings incurred by Provider in connection therewith.

12. FORCE MAJEURE

12.1. Neither Party shall be liable for failure to perform due to events beyond their reasonable control, including natural disasters, cyberattacks, failures of upstream providers, strikes, acts of government or war. If a Force Majeure event continues for more than ninety (90) consecutive days, either Party may terminate this Agreement upon written notice.

12.2. For the avoidance of doubt, interruptions, outages, or changes in service levels of the upstream data center or other third-party infrastructure providers shall constitute Force Majeure events for the purposes of this Agreement, and Provider shall bear no liability arising therefrom.

12.3. For the avoidance of doubt, any suspension or termination of Services required by a competent regulator or authority shall be deemed a Force Majeure event, and Provider shall not be liable for any damages arising therefrom.

13. LIMITATION OF LIABILITY

13.1. The maximum aggregate liability of Provider under this Agreement, whether in contract, tort or otherwise, shall in no event exceed the total annual Fees actually paid by Client to Provider under this Agreement in the twelve (12) months preceding the event giving rise to the claim. In no event shall Provider be liable for loss of profits, loss of revenue, loss of data, or any indirect, special or consequential damages.

For the avoidance of doubt, Provider shall have no liability whatsoever for any fines, penalties or sanctions imposed by the CGA or any regulator on Client.

14. TERM AND TERMINATION

14.1. This Agreement is valid for one (1) year from the Effective Date and automatically renews for successive one-year terms unless terminated with thirty (30) days' prior written notice.

14.2. Provider may terminate this Agreement immediately upon written notice to Client if: (i) Client fails to pay Fees when due and such failure continues for more than ten (10) Business Days after notice; (ii) Client breaches the Fair Use Policy or any material obligation under this Agreement; (iii) Client engages in unlawful or non-compliant activity, including activity that jeopardizes regulatory compliance of the hosting environment; (iv) Client jeopardizes the security, stability, or reputation of Provider or its Upstream Provider; or (v) Provider is instructed by the Upstream Provider or by the CGA to suspend or terminate the Services.

14.3. Termination of this Agreement shall not release Client from its obligation to ensure continued retention and accessibility of Critical Information in accordance with CGA requirements.

15. GOVERNING LAW AND JURISDICTION

15.1. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of Cyprus.

15.2. Dispute Resolution. Any dispute, controversy, or claim arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of Nicosia, Cyprus.

15.3. Regulatory Supremacy. Notwithstanding the above, the Parties acknowledge and agree that mandatory requirements imposed by Curaçao law and the Curaçao Gaming Authority ("CGA") relating to the storage and accessibility of Critical Information shall prevail in the event of conflict.

16. MISCELLANEOUS

16.1. Assignment. Neither Party may assign or transfer this Agreement, in whole or in part, without the prior written consent of the other Party, except that Provider may assign this Agreement to an affiliate or successor in interest in connection with a merger, acquisition, or sale of substantially all of its assets, provided that such assignee continues to perform the obligations of Provider hereunder. For the avoidance of doubt, Client's authorization of Affiliates to access Hosting Services under Section 16.13 shall not be deemed an assignment, transfer, or sublicense.

16.2. Technical Only Disclaimer. Services provided under this Agreement are purely technical in nature and shall not be construed as legal, compliance or regulatory services.

16.3. Regulatory Responsibility. Nothing in this Agreement shall be construed as shifting any regulatory or compliance obligations to Provider. Client, as the licensed operator, remains solely responsible for ensuring continuous compliance with CGA requirements.

16.4. Change of Law. In the event of any change in law, regulation, or regulatory requirements imposed by the CGA or any other competent authority that materially impacts the Hosting Services, Client shall promptly adapt its operations and bear all associated costs. Provider shall provide reasonable cooperation but shall not be responsible for compliance with such regulatory changes beyond its role as facilitator of upstream hosting. Any costs or upgrades required to comply with regulatory changes (e.g. CGA increasing retention to 5 years, or new reporting formats) shall be borne exclusively by Client.

Any costs, modifications, system upgrades, or additional infrastructure required to comply with regulatory changes (including but not limited to data retention periods, reporting formats, or hosting standards) shall be borne exclusively by Client, even if such changes are implemented by Provider through its Upstream Provider.

16.5. Entire Agreement. This Agreement, together with its Exhibits and any incorporated documents (including the Offer defining the applicable Fees), constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior discussions, understandings and agreements between them, whether written or oral. No modification or amendment of this Agreement shall be valid unless made in writing and signed by duly authorized representatives of both Parties.

16.6. Language. In the event of any discrepancies between the English language version of this Agreement and any versions in any other languages into which it may be translated, the English language version shall prevail.

16.7. Independent Contractors. The Parties are independent contractors, and neither Party will be deemed to be an employee, agent, partner, or legal representative of the other. Neither party will have any right, power or authority to create any obligation or responsibility on behalf of the other. Nothing contained in this Agreement will be construed to constitute the Parties

as partners, joint venturers, co-owners or as participants in a joint or common undertaking, or otherwise give fiduciary obligations between the Parties.

16.8. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

16.9. Headings. The headings and subheadings are for convenience only and shall not affect the construction of this Agreement. The words "other", "include" and "including" do not connote limitation in any way. Unless the context requires otherwise, words denoting the singular shall include the plural and vice versa, references to one gender shall refer to either gender and references to any person shall include corporate bodies (wherever incorporated), unincorporated associations, partnerships and statutory bodies, as well as any legal or natural person.

16.10. Method of Communication. The Parties recognize the validity of the documents received through communication channels (email) equal to the validity of the documents executed in written form on paper, for the cases when the execution of documents is required in written form due to the applicable law and/or of this Agreement.

16.11. Electronic Acceptance. This Agreement may be concluded in electronic form (e.g., by an electronic or digital signature or other means of demonstrating assent) and will be binding between the Parties. Both Parties agree that it will not contest the validity or enforceability of this Agreement because it was concluded in electronic form. The copy of this Agreement and all documents attached to it, acts signed by the Parties, scanned or signed in electronic form or using the electronic means of signing and transmitted by email, have the legal force of the original. The exchange of documents, messages, as well as the conditions, requirements agreed in the course of correspondence in messengers, email can serve as evidence in the event of disputes. Documents received or sent in this way, the email itself, has equal legal force as well as the original written document.

16.12. Exclusion of Third-Party Rights. Neither this Agreement nor any term, warranty or condition contained herein shall be construed to create any rights in favor of any third party, including without limitation any end-users (players). The Parties hereby agree that this Agreement shall not create any directly enforceable third-party rights and that the Contracts (Rights of Third Parties) Act 1999 is excluded to the maximum extent permissible by law. For the avoidance of doubt, this clause shall not affect any statutory rights or powers of the CGA under applicable law and regulation.

16.13. Use by Affiliates. The Client may authorize its Affiliates, including any management entities within the same corporate group, to access and use the Hosting Services exclusively for the limited purpose of supporting the Client's duly licensed gaming operations. Such authorization is strictly conditional upon the following:

- (a) no rights, benefits, or claims of any nature shall accrue to such Affiliates against the Provider, and the Provider shall owe no duties or obligations to them under this Agreement;
- (b) the Client shall remain the sole contractual counterparty to the Provider and shall be fully, unconditionally, and irrevocably responsible and liable for any and all acts, omissions, breaches, or defaults of its Affiliates as if they were the Client's own acts or omissions, including full responsibility for ensuring continuous compliance with all applicable laws, regulations, and obligations imposed by the Curaçao Gaming Authority ("CGA");

- (c) this permitted use shall not in any way constitute, or be interpreted as constituting, an assignment, novation, transfer, resale, outsourcing, or sub-licensing of the Hosting Services, nor shall it create any form of privity of contract between the Provider and any Affiliate; and
- (d) the Provider shall have the right, upon reasonable notice, to require the Client to suspend or terminate any Affiliate's access to the Hosting Services in the event of actual or suspected breach of this Agreement. Such suspension or termination may be effected without any liability of the Provider for damages, losses, or costs incurred by the Client or its Affiliates as a result thereof, and without prejudice to the Provider's other rights and remedies.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year set forth above.

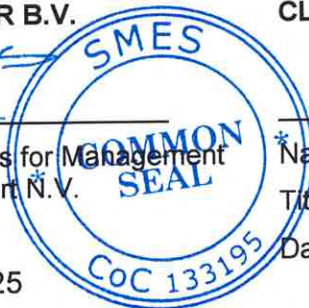
PROVIDER: HIGHFLIER B.V.

CLIENT: Caecus N.V.

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

Title: Statutory Director

Date of sign: 30.09.2025



Name: Capital Trust Corporation N.V.

Title: Director

Date of sign: September 30, 2025