MANDATE CONTRACT WITH REPRESENTATION

Among the undersigned, namely, **VIRTUALSOFT SERVICIOS & SOFTWARE S.A.S.,** a company duly incorporated under the laws of Colombia, with registered office at Carrera 42 3 sur 81 OF 1801, Medellín, Antioquia, Colombia, identified with Tax Identification Number (NIT) 901.307.208-2, legally represented by **NATALIA ANDREA GARCIA BEDOYA,** identified with citizenship ID No. 32.258.166, acting in her capacity as Legal Representative, and who for the purposes of this contract will be called the **PRINCIPAL or VIRTUALSOFT**; and, **99 SERVICES B.V**., a private limited liability company incorporated under the laws of Curaçao, with registered office at Willemstad, Curaçao, identified with registration number 166971, legally represented by **NEIL CASSAR**, and who for the purposes of this contract will be called the **MANDATARY or 99 SERVICES**, we have agreed to enter into this **MANDATE AGREEMENT WITH REPRESENTATION**, which will be governed by the civil and commercial regulations in force in Colombia, and especially by the following:

CLAUSES:

FIRST. OBJECT. By means of this contract, the **PRINCIPAL or VIRTUALSOFT** authorizes the **MANDATARY or 99 SERVICES**, so that in its name, account, and risk, it may negotiate, offer, market, and in general carry out commercial and administrative activities related to the operation, promotion, and exploitation of the **B2C gaming activities** covered under License Number **PT0000005**, duly granted to **VIRTUALSOFT** by the competent authority of the Autonomous Island of Anjouan, Union of Comoros, in accordance with the Betting and Gaming Act 2005.

For the avoidance of doubt, the **MANDATARY** shall not be deemed the holder of the License nor assume any regulatory obligations inherent to the License, which shall remain solely with the **PRINCIPAL.**

In consideration of the foregoing, the **PRINCIPAL** shall remunerate the **MANDATARY** in accordance with the provisions of this contract.

SECOND. REMUNERATION AND METHOD OF PAYMENT. As consideration for the work carried out by the **MANDATARY**, the **PRINCIPAL** will pay FIVE PERCENT (5%) of the value for which THE MANDATARY has negotiated the use of the license with the third party.

THIRD. CONTRACT PERIOD. The duration of this contract will be ONE (1) year, counted from the signing of the same by both parties and will be automatically renewed for a period equal to that initially agreed, unless one of the parties, in writing and with no less than THIRTY (30) days in advance, express to the other your intention not to renew it.

QUARTER. SCOPE. The **MANDATARY** may perform the following tasks:

1. Look for interested third parties to acquire the use of the license.
2. Negotiate with interested third parties the use of the license, including prices and forms of payment.
3. Receive the price paid for the use of the license.
4. Renew the use of licenses with interested third parties.
5. On behalf of the PRINCIPAL, provide technical support to third parties regarding the license and the products linked to it.

FIFTH. OBLIGATIONS OF THE MANDATARY. The following shall be obligations of the MANDATARY:

1. Carry out all the tasks entrusted in the name and on behalf of the PRINCIPAL.
2. Make the corresponding charges to third parties for the granting of the use of the license.
3. Pay the PRINCIPAL the values that are caused as a result of granting the use of the license to a third party.
4. Ensure the interests of the PRINCIPAL in any action carried out before third parties.
5. Resolve concerns, complaints and claims made by the PRINCIPAL.
6. Keep protected the confidential information of the PRINCIPAL, which is delivered to fulfill the purpose of the contract.
7. Do not assign this contract without the express consent of the PRINCIPAL.

SIXTH. OBLIGATIONS OF THE PRINCIPAL. The following shall be obligations of THE PRINCIPAL:

1. Remunerate the MANDATARY in the forms and times established in this contract.
2. Deliver to the MANDATARY all the information required for the fulfillment of this contract.
3. To hold harmless the MANDATARY from any lawsuit or legal or extra-legal claim, as a consequence of the powers granted to the MANDATARY by virtue of this contract.

SEVENTH. TERMINATION. The following are grounds for termination of the contract:

1. By mutual agreement between the parties.
2. Unilaterally by either party, giving written notice to the other, within a term of not less than three (3) current days, without giving rise to fines, penalties or any type of additional payment.
3. For the fulfilled part, in the event of non-compliance with any of the obligations contained in this contract.

EIGHTH. EXCLUSION OF EMPLOYMENT RELATIONSHIP. The parties acknowledge that the execution of the powers and tasks carried out by the MANDATARY, its employees, collaborators or whoever they designate to comply with the purpose of this contract, will be done solely and exclusively at their own risk, without any subordination. with respect to THE PRINCIPAL, and, with full technical, financial, administrative autonomy, and therefore, in no case will an employment relationship be configured between THE PARTIES.

As a consequence of the foregoing, THE MANDATARY undertakes to hold THE PRINCIPAL harmless with respect to any legal, administrative or any other claim that may arise from the labor relations that THE MANDATARY maintains with its employees, or from relations with contractors. and/or collaborators with whom you have a link.

NINTH. PREVENTION OF MONEY LAUNDERING AND FINANCING OF TERRORISM. THE PARTIES declare that this contract will not be used as an instrument for the concealment, management, investment or use in any way, of money or other assets from criminal activities, or to give the appearance of legality to the transactions and funds related to them. . Likewise, THE PARTIES declare that the resources derived from the development of this contract will not be used to finance terrorism, terrorist groups or activities with the same purpose.

THE PARTIES undertake to immediately notify the other party in writing of any act or suspicion of corruption, bribery, money laundering or financing of terrorism, which occurs or may arise in the negotiation, execution or execution of this agreement. Likewise, THE PARTIES shall provide each other with mutual support regarding the supply of customer information, supports or receipts that certify the operations carried out, when it is necessary to carry out investigations related to the prevention of the risk of money laundering and financing of terrorism.

THE PARTIES, in accordance with current regulations on the matter, must implement know-your-customer policies, as well as mechanisms for the prevention and control of their operations, in order to prevent them from being used to commit fraud, conceal illegal operations or activities, concealment, manipulation, investment of cash or other assets derived from illicit activities, money laundering or financing of terrorism.

PARAGRAPH. Non-compliance with the foregoing, as well as the fact that THE PARTIES are subject to commercial or financial blockade due to their activities, or being suspicious of the aforementioned activities or being included in restrictive lists, constitutes a special cause for termination of the contract.

TENTH. PERSONAL DATA PROTECTION. By entering into this contract, THE PARTIES assume the constitutional, legal and jurisprudential obligation to protect the personal data accessed on the occasion of this contract. Therefore, it must adopt the measures that allow it to comply with the provisions of Colombian Law. As a consequence of this legal obligation, among others, they must adopt logical, administrative and physical security measures, according to the criticality of the personal information to which they access, to guarantee that this type of information will not be used, commercialized, assigned, transferred and/or will not be subjected to any other treatment contrary to the purpose included in the provisions of the object of this contract. It is the obligation of THE PARTIES, to report any suspicion of loss, leak or attack against the personal information that has been accessed and/or processed on the occasion of this contract, a notice that must be given once it becomes aware of such eventualities. Failure to comply with the obligations derived from this clause is considered a serious breach due to the legal risks involved in the improper processing of personal data, and consequently it will be considered just cause for the termination of the contract.

ELEVENTH. EFFECT OR PARTIAL DISABILITY. The invalidity of any of the clauses of this agreement will not affect the validity of any other provision of the same. In the event that any of the clauses of this contract is declared illegal, not applicable or in any way invalid, THE PARTIES accept that the other provisions will be considered valid, binding and obligatory unless it is shown that the invalidated clause constituted a determining reason for any of THE PARTIES to enter into this agreement.

TWELFTH. EXECUTIVE MERIT. Whenever there are clear, express and enforceable obligations in this contract, THE PARTIES declare that this contract lends executive merit so that the party in compliance can demand from the party in breach the fulfillment of obligations to give, do or not do are established in this contract.

THIRTEENTH. SCOPE OF THE AGREEMENT. This agreement constitutes the sole and total agreement between the parties in relation to the contracted object and prevails over any verbal or written proposal, over all other communications between the parties regarding the object of this contract.

FOURTEENTH. CONTRACTUAL MODIFICATIONS. When circumstances arise that justify the modification of any of the clauses of the order or the parties deem it convenient, they will be signed in the pertinent document that will clearly and precisely contain the required reform; leaving a written record between the parties of the new additions to the agreement**.**

FIFTEENTH. INDEMNITY. THE PRINCIPAL undertakes not to institute a claim or legal action of any kind against THE MANDATARY, due to the fact that the MANDATARY properly exercises any of the powers and actions that are allowed under this contract. Likewise, the PRINCIPAL acknowledges and accepts that the MANDATARY will act in its name and on its behalf, which is why any consequence, lawsuit or judicial or extrajudicial dispute that arises with third parties due to said representation of the MANDATARY, will be assumed exclusively by the PRINCIPAL.

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SIXTEENTH. APPLICABLE LAW. The celebration, interpretation, fulfillment, termination and solution of conflicts that arise as a result of this contract, will be subject to Colombian Law.

SEVENTEENTH. CONTRACTUAL ADDRESS. For all purposes of this Agreement, the Parties establish the municipality of Medellín – Antioquia - Colombia as the contractual domicile.

EIGHTEENTH. ASSIGNMENT. Neither party may assign this contract to any natural or legal person, national or foreign, without the prior written consent of the other party.

NINETEENTH. COMPROMISE CLAUSULE. Any controversy or difference related to this contract, or that is related to it, must first be submitted through a conciliation hearing before the Center for Conciliation, Arbitration and Amicable Composition of the Chamber of Commerce of Medellín for Antioquia. In the event of not reaching a conciliatory agreement, the parties agree to submit the existing dispute to an arbitration process by an arbitral tribunal composed of an arbitrator who will work in the Conciliation, Arbitration and Amicable Composition Center of the Medellin Chamber of Commerce for Antioquia (the "Center"), in accordance with the following rules:

a. The tribunal will abide by the Center's national commercial arbitration rules of procedure.
b. The court will be composed of 1 arbitrator appointed by the parties. If this is not possible, their appointment will be made from the Center's lists and in accordance with the Center's National Commercial Arbitration Rules.
c. The court must make a decision based on both law and equity.
d. The language of the arbitration will be Spanish.
e. The seat of the arbitration will be the seat of the Chamber of Commerce of the city of Medellin.

TWENTIETH. NOTIFICATIONS.

Any notification to be made to **99 SERVICES B.V.** shall be sent to the following email address: Willemstad, Curaçao.

Any notification to be made to **VIRTUALSOFT SERVICIOS & SOFTWARE S.A.S.** shall be sent to the following address: Carrera 42 3 sur 81 OF 1801, Medellín, Antioquia, Colombia.

Email: legal@virtualsoft.tech / facturacion@virtualsoft.tech

For evidentiary purposes, this Agreement is signed in the city of Medellín on April 13, 2026.

SIGNATURES

PRINCIPAL
VIRTUALSOFT SERVICIOS & SOFTWARE S.A.S.

Natalia Garcia B.

Name: Natalia Andrea Garcia Bedoya
Title: Legal Representative

MANDATARY
99 SERVICES B.V.

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Name: Neil Cassar
Title: Authorized Representative