

COMPLIANCE & PROCESSING SUPPORT AGREEMENT

This Compliance & Processing Support Agreement (the “**Agreement**”) is made effective as of the August 20, 2025 (“**Effective Date**”), by and between:

1. **NEWDREAM CORPORATION LIMITED**, organized in accordance with the laws of Cyprus with company registration number HE 478928, with its registered address at Avlonos, 1, MARIA HOUSE, Nicosia, 1075, Cyprus (hereinafter referred to as “**Service Provider**”).
2. **Horizonix Corp N.V.**, organized in accordance with the laws of Curacao with company registration number 166811, with its registered address at Hanchi Snoa 19 TRIAS Building, Willemstad, Curacao (hereinafter referred to as “**Operator**”).

Service Provider and the Operator may, wherever the context so permits, be referred to as “Parties” and individually as a “Party”.

Whereas:

- A. The Service Provider, a special purpose vehicle, operates as a subsidiary company for the Operator, offering exclusive Compliance and Payment Processing Support Services for credit card and banking transactions globally, in line with Payment Processing Agreements’ regulations;
- B. The Operator, a licensed e-Gaming company, provides online games of skill and/or chance under the jurisdiction of Curacao;
- C. The Service Provider enters into Payment Processing Agreements with Payment Processors on behalf of the Operator;
- D. The Operator seeks to engage the Service Provider for its exclusive services;
- E. The Service Provider is willing to provide these services exclusively to the Operator.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Definition and Interpretation

For purposes of this Agreement, the following terms have the following meanings. Other terms defined in the body of the Agreement shall have the meanings so given.

“Compliance & Processing Support Services” and/or “**Services**” means the services provided by the Service Provider to ensure the Operator’s adherence to all applicable laws, regulations, and the operating rules of Credit Card Associations, as well as the facilitation and support of payment processing activities for credit card and banking transactions, including interaction with Payment Processors on behalf of the Operator.

“**Confidential Information**” means any information that is treated as confidential by a party, including, without limitation, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing and marketing, in each case to the extent it is: (a) if in tangible form, marked as confidential; or otherwise, identified at the time of disclosure as confidential, or (b) would be considered as confidential information by one who is reasonably knowledgeable and experienced in the field to which the information



relates. With respect to each Party, the terms of this Agreement are Confidential Information of the other Party.

"Credit Card Association" means any payment card network or association that licenses the use of its trademarks and payment systems to financial institutions and payment processors, and sets operating regulations for the issuance and acceptance of payment cards, including but not limited to Visa, Mastercard, American Express, and Discover.

"**Customer**" means any and each natural person that has access and/or uses the Website (as this term defined hereinunder).

"**Payment Processor(s)**" and/or "**Payment services providers**" and/or "**PSP**" means any payment service provider, including, but not limited to any credit institution, payment system operator, money transfer operator, electronic money institution, payments reception operator, banking payment agent, rendering services on the payments acceptance from Customers in favour of the Operator (payments), as well as effecting payments from the Operator to Customers (payouts).

"**Website**" means the websites with, operated by the Operator on or through which the Services are provided.

ARTICLE I - SCOPE OF AGREEMENT

Under this Agreement:

- 1) The Operator appoints and retains the Service Provider to provide Compliance & Processing Support Services in connection with the Operator's global payment processing needs, specifically in relation to credit card and banking transactions (referred to as "**Processing and Banking Payment Solutions**").

As part of these services, the Service Provider shall:

- a. identify, liaise with, and enter into agreements with Payment Processors and other financial institutions for the purpose of facilitating the acceptance, settlement, and processing of payments made by the Operator's Customers;
- b. act as a payment intermediary between the Operator and the Payment Processors, including the performance of administrative and operational tasks required for onboarding and maintaining such relationships;
- c. process payments and disburse funds to designated third parties, suppliers, affiliates, or other recipients as instructed by the Operator, using the funds received through the Processing and Banking Payment Solutions; and
- d. ensure that all such Services are rendered in compliance with applicable laws and the requirements of the relevant Payment Processors and financial institutions.

For the avoidance of doubt, while the Service Provider acts on behalf of the Operator in the context of engaging with Payment Processors and facilitating payments, this Agreement shall not constitute an agency relationship under applicable law, and nothing herein shall be interpreted as creating a fiduciary duty unless expressly stated.



- 2) The Service Provider accepts this appointment and agrees to provide these Services exclusively during the Agreement's term.
- 3) Both the Operator and Service Provider acknowledge that the Compliance & Processing Support Services include all payment solutions globally, adhering to the Credit Card Associations' operating regulations.
- 4) The Service Provider's Services exclude risk, fraud management, dispute management, or electronic check services.
- 5) During the term of this Agreement, the Service Provider shall not enter into agreements with any other entity or individual apart from the Operator's interest representation.
- 6) Subject to the terms and conditions of this Agreement, the Operator hereby irrevocably appoints the Service Provider, on an independent contractor basis, to provide the Services exclusively to the Operator, in accordance with the provisions of this Agreement. During the term of this Agreement, the Service Provider shall not provide the same or substantially similar services to any other entity and/or individual, and shall act exclusively for the Operator in representing the Operator before PSPs, as well as in negotiating or entering into agreements/contracts with such PSPs.

ARTICLE II - PROCESSING AND BANKING PAYMENT SOLUTIONS

Under this Agreement, the Service Provider will:

- Provide Compliance & Processing Support Services for global business cases, specifically for credit card and banking transactions, complying with the Credit Card Associations' rules, regulations, and applicable laws.
- Ensure compliance with all requirements outlined by the Credit Card Associations concerning the Processing and Banking Payment Solutions.

The Operator will assume full responsibility as the merchant of record for each solution, as is typical for the contracting party in agreements with Payment Processors.

ARTICLE III - RESPONSIBILITIES AND RESTRICTIONS

- 1) Unless otherwise agreed in writing, the Service Provider is not obligated to provide Services outside the scope of the Processing and Banking Payment Solutions mentioned in Article II.
- 2) The Service Provider may discontinue its Services upon 90 days' written notice to the Operator.
- 3) The Service Provider will complete the application forms for each processing and/or banking payment solution with information provided by the Operator.

ARTICLE IV - PRICING AND RELATED MATTERS

- 1) As compensation for Compliance & Processing Support Services under this Agreement, Service Provider shall be entitled to the following:

Three per cent (3%) of Net Collections (the "Service Fee").

For the purposes of this Clause, "**Net Collections**" shall mean the total amount of funds collected by the Service Provider on behalf of the Operator for services rendered by the Operator to its

Customers, less any refunds, chargebacks, or credits issued to Customers or third-party service providers in connection with such services.

- 2) The Parties may, by mutual written agreement, revise the amount or structure of the Service Fee at any time during the term of this Agreement. Any such amendment shall be set out in a written addendum signed by both Parties and shall become effective as of the date specified therein.
- 3) Service Provider shall, for every calendar month during the term of this Agreement, pay over to Operator the portion of all Net Collections attributable to that calendar month ("Monthly Net Collections"), collected and received by the Service Provider, less the Service Fee payable to the Service Provider for the respective calendar month. Monthly Net Collections shall be transferred to the Operator on a monthly basis, within fifty (15) calendar days following the last day of the respective month in which such Net Collections were received. All payments under this Agreement shall be made in EUR.
- 4) The Service Fee shall be withheld by the Service Provider from the Monthly Net Collections prior to the transfer of the remaining balance to the Operator.
- 5) No later than the fifteenth (15th) calendar day of each calendar month (or the first business day thereafter), the Service Provider shall deliver to the Operator a written report (the "Report"), substantially in the form set forth in Exhibit A, accurately setting out and describing in reasonable detail:

- (a) the amount of Monthly Net Collections due to the Operator, and
- (b) the amount of the Service Fee to be withheld by the Service Provider for the relevant month.

The Service Provider represents and warrants that each Report will be reasonably complete and accurate.

ARTICLE V - EFFECTIVE DATE, TERM, AND TERMINATION

- 1) This Agreement shall commence on the Effective Date hereof, and will continue indefinitely unless terminated earlier.
- 2) If the Operator deems the Service Provider's services unnecessary, they must notify the Service Provider promptly. The Service Provider will then have thirty (30) days to finalize its obligations.
- 3) The Service Provider may terminate the Agreement if it cannot provide the Services in compliance with applicable regulations, giving the Operator thirty (30) days' written notice.
- 4) Either party may terminate the Agreement with thirty (30) days' notice if the Service Provider ceases to be a 100% subsidiary of the Operator.
- 5) Both Parties agree to maintain the company's good standing and compliance with local laws throughout the Agreement's duration.

ARTICLE VI - OTHER MATTERS

- 1) This Agreement constitutes the entire understanding between the parties, superseding all prior agreements. No external representations or warranties have been made beyond this document.
- 2) Neither Party may assign their rights or obligations under this Agreement without written consent from the other Party, except in cases of assignment to an affiliated entity or through a merger, consolidation, or sale of assets.



- 3) This Agreement is governed by the laws of Curacao and can only be amended or waived through written consent.
- 4) In the event that any provision is deemed unenforceable, the Parties will amend it to comply with applicable laws, while the rest of the Agreement remains in effect.
- 5) Any disputes shall be submitted to the exclusive jurisdiction of the courts of Curacao.
- 6) Liability for special, indirect, incidental, or consequential damages is waived unless such damages result from gross negligence or willful misconduct.

Signed in duplicate on August 20, 2025.

Service Provider:
NEWDREAM CORPORATION LIMITED



Ioannis Ioannou

Title: Director NEWDREAM CORPORATION LIMITED

Operator:
Horizonix Corp N.V.



Boy Hendriks

Title: for and on behalf of Statutory Director Ecorpp Management N.V.



Exhibit A
Form of Report

[the beginning of the form document]

Report

[month] [date], 20__

NEWDREAM CORPORATION LIMITED, organized in accordance with the laws of Cyprus with company registration number HE 478928, with its registered address at Avlonos, 1, MARIA HOUSE, Nicosia, 1075, Cyprus ("**Service Provider**").

Made this report as follows:

- I. Starting from [month] [date], 20__ till [month] [date], 20__ ("Period") the Service Provider provided the following services:

Website(s) Name:	[]
Sales Activity (EUR)	
Available Balance at the Beginning of Period:	[]
Payments Received:	[]
Refunds Sent:	[]
PSP Fees:	[]
Amount of Deposit with PSP (if any):	[]
Holdback Amount with PSP (if any):	[]
Total Balance:	[]
Dispute Activity (EUR)	
Chargebacks & Disputes:	[]
Chargebacks & Disputes Reimbursements:	[]
Payouts to Customers (EUR)	
Payments Made:	[]

- II. Agent' Remuneration.

Agent Fee for the Period (EUR):	[]
Funds to be transferred to Agenics (EUR):	[]

[the end of the form document]



Service Provider:
NEWDREAM CORPORATION LIMITED



Ioannis Ioannou

Title: Director NEWDREAM CORPORATION LIMITED

Operator:
Horizonix Corp N.V.



Boy Hendriks

Title: for and on behalf of Statutory Director Ecorpp Management N.V.

