
COMPLIANCE HOSTING FACILITATION AGREEMENT

MADE BY AND BETWEEN:

Poligon Entertainment N.V.

(the “Client”)

and

GLOBIZ SOLUTIONS LTD.

(the “Service Provider”)

This Compliance Hosting Facilitation Agreement (“**Agreement**”) is made on July 1st, 2026, and effective July 1st, 2026 (“**Effective Date**”) by and between:

GLOBIZ SOLUTIONS LTD, a company incorporated under the laws of Cyprus, having its registered address at Peiraos 30, Office 1, 2023 Strovolos, Nicosia, Cyprus, under registration number: HE 459417, represented by its Director, Nova Group Ltd., acting in accordance with corporate documents of the company (the “**Service Provider**”),

and

Poligon Entertainment N.V., a company incorporated in Curaçao, company No.132517, having registered address at Schout Bij Nacht Doormanweg 40, Willemstad, Curaçao, represented by the manager IGA Trust B.V., acting in accordance with corporate documents of the company (the “**Client**”),

Hereinafter, the Client and the Service Provider separately may be referred to as the “**Party**” and together as the “**Parties**”.

WHEREAS:

- A) The Service Provider's role is to act as an intermediary, arranging for the provision of hosting/back up services. These services are physically delivered by a third-party operator of a Tier-IV certified data center located in Curaçao.
- B) The Client is an entity licensed to conduct online gaming operations under the laws of Curaçao and acknowledges that it holds sole and exclusive responsibility for adhering to all regulatory mandates set forth by the Curaçao Gaming Authority (CGA).
- C) To comply with the LOK and its Online Gaming License Conditions, the Client must ensure that all essential player and transaction data is stored and made accessible within Curaçao; the Client wishes to use the services described in this Agreement to satisfy this requirement according to any decree by CGA

THEREFORE, in consideration of the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

For the purposes of this Service Agreement, the terms listed below shall be understood to have the following meanings:

- 1.1. “**Agreement**” refers to this Compliance Hosting Facilitation Agreement, including any annexes, schedules, and accepted Offers.
- 1.2. “**Business Day**” means any day, excluding Saturdays, Sundays, and official public holidays in the Service Provider's jurisdiction, on which clearing banks are open for general business.
- 1.3. “**CGA**” stands for the Curaçao Gaming Authority.
- 1.4. “**Confidential Information**” includes all non-public commercial, operational, financial, or technical information disclosed by one Party to the other in connection with this Agreement, regardless of its form, that is either marked as confidential or would reasonably be considered sensitive in nature. Information shall not be classified as Confidential Information if it: (a) becomes publicly known through no fault of the receiving Party; (b) was lawfully in the receiving Party's possession before its disclosure hereunder; (c) is rightfully received from a third party without any breach of a confidentiality duty; or (d) is required to be disclosed by law, regulation, or a competent authority like the CGA.
- 1.5. “**Critical Information**” denotes the specific player and transaction data that must be stored and maintained pursuant to the LOK and CGA regulations. This data set includes, but is not limited to, player identification codes, account details, declared age and residence, identification document specifics, daily financial activities (such as deposits, withdrawals, wagers, winnings, and losses), account balances, and any other data category formally designated as critical by the CGA.
- 1.6. “**Fees**” refers to the fixed annual remuneration and variable fee payable by the Client to the Service Provider for the Services, excluding office and/or bank transfer fees. The exact fees are specified in the relevant Offer and may be adjusted through a subsequent, mutually agreed-upon written annex or a new Offer.

- 1.7. **“Infrastructure Partner”** means the third-party operator of the Tier IV certified data center in Curaçao, which the Service Provider engages to deliver the core infrastructure components of the Services.
- 1.8. **“LOK”** is the acronym for the National Ordinance on Games of Chance (Landsverordening op de kansspelen, PB 2024, no. 157).
- 1.9. **“Offer”** means the commercial document issued by the Service Provider and accepted by the Client that outlines the specific Services to be provided and the corresponding Fees. Each accepted Offer is incorporated by reference and forms an integral part of this Agreement.
- 1.9.1. **“Services”** or **“Hosting/back up Services”** means the facilitation services provided by the Service Provider, provided in the Offer and discussed with the Client, which enable the Client to access and utilize the Infrastructure Partner's Tier IV data center in Curaçao for the specific purpose of storing Critical Information as mandated by CGA regulations. For clarity, these Services are ancillary to the SA and expressly exclude any platform support.
- 1.10. **“SA”** means the Service Agreement, if any, previously entered into by the Parties, as it may be amended from time to time. In the event no such Service Agreement exists, any provisions herein that reference the SA shall be inapplicable and have no effect.

2. SUBJECT MATTER OF THE AGREEMENT

- 2.1. The Service Provider shall deliver the infrastructure services ("Services") detailed herein for the express purpose of assisting the Client in fulfilling its compliance obligations as mandated by the CGA, including LOK and Article 13 of the Online Gaming License Conditions. It is explicitly understood that the Service Provider functions solely as an infrastructure facilitator, and the Client retains exclusive responsibility for all legal and regulatory matters.
- 2.2. The Client acknowledges and accepts that all hosting/back up service arranged under this Agreement will be situated in a Tier-IV certified data center physically located in Curaçao, as required by the CGA. Furthermore, the Client recognizes its duty to ensure all critical player and transaction data is stored on and remains accessible through this infrastructure and hereby commits to maintaining its ongoing compliance with all CGA mandates.
- 2.3. The Service Provider will provide the Services through a Tier-IV certified data center located in Curaçao. The technical access to this data center, required for the provision of the Services, will be provided by the Service Provider's chosen Infrastructure Partner. The Service Provider reserves the exclusive right to appoint or replace this Infrastructure Partner at its discretion, on the condition that the provision of the Services continues to be ensured from a data center that meets all applicable location and certification standards.
- 2.4. The scope of the Services shall include the tasks provided in the Offer and discussed with the Client, but not be limited to:
- (a) arranging for the provision of server resources in a Tier-IV certified data center in Curaçao.
 - (b) allocating IP addresses for the Client temporary use during the term of this Agreement.
 - (c) overseeing technical maintenance and performance monitoring of the server environment; and
 - (d) providing the technical means to facilitate the CGA's access to the Client's stored data.
 - (e) Providing reasonable technical assistance to the Client to implement specific configurations or procedures mandated by the CGA that are necessary for the performance of the backup service.
- 2.5. It is expressly declared that the Services are purely technical in nature. They neither constitute a gaming license nor absolve the Client, as the license holder, of any of its regulatory obligations.

- 2.6. The Service Provider's function is strictly limited to that of an infrastructure facilitator. The Client is, and shall remain, exclusively and entirely responsible for its compliance with all CGA requirements.
- 2.7. For the provision of Services, the Service Provider can use any technical resources or systems under its own discretion as long as it complies with the terms of this Agreement and the highest industry standards.
- 2.8. The Client represents and warrants that it is either in process to hold or already holds a valid B2C gaming license issued by the CGA and undertakes to comply with all obligations under said license at all times. The Client further agrees to utilize the Services exclusively in connection with its lawfully licensed gaming operations and in full conformity with all applicable laws.

3. REMUNERATION

- 3.1. The annual Fees for the Services are specified in the applicable Offer. The Service Provider will issue a single annual invoice to the Client based on the terms outlined in both the Offer and this Agreement. First invoice for annual Fees are issued upon engagement of the Agreement. Invoice for subsequent periods are issued before annual extension of the Agreement.
- 3.2. Notwithstanding the fixed annual Fees, any fees associated with time spent or secondary backup services, as detailed in the Offer, may be adjusted. Such adjustments may be based on the initial volume of backup data provided by the Client, and these variable fees shall be reviewed monthly.
- 3.3. Payments hereunder shall be made in Euros (EUR) via wire transfer to the bank account designated by the Service Provider. The Parties may mutually agree in writing (including via email) to accept payment in a virtual currency. In such cases, they must pre-determine the conversion method and exchange rate source, and the resulting EUR equivalent shall be recorded as the official payment amount for all accounting, tax, and regulatory purposes.
- 3.4. The annual invoice issued by the Service Provider may be used by the Client as supporting documentation to demonstrate compliance with its reporting duties concerning the storage of Critical Information, as required under Article 4(6) of the CGA Regulation.
- 3.5. All Fees are stated exclusive of any taxes, duties, levies, bank fees, or other transaction costs (collectively, "Charges"). The Client is responsible for all Charges associated with its payments, ensuring that the Service Provider receives the full invoiced amount without any deductions. Should the Client be legally required to withhold any taxes, it must increase the total payment amount ("gross-up") to ensure the net amount received by the Service Provider equals the original invoice amount.
- 3.6. In the event of a late payment, the Service Provider reserves the right to suspend the Services until the outstanding amount is paid in full. Interest will be charged on overdue amounts at the lower of 2.0% per month.
- 3.7. All Fees paid are non-refundable, including in cases of early termination.
- 3.8. The Service Provider may adjust the Fees for any renewal Term. Notice of any such adjustment will be provided to the Client via an updated Offer at least thirty (30) days before the renewal date. Both Parties commit to negotiating the updated Offer in good faith. Should they fail to reach an agreement on the new Fees before the renewal date, this Agreement will automatically expire at the end of the current Term, with no liability to either Party.
- 3.9. The Parties agree to negotiate any updated Offer in good faith. If the Client refuses to accept a reasonable Fee adjustment proposed by the Service Provider—one that is aligned with prevailing market rates or new regulatory costs—such refusal will be interpreted as the Client's decision not to renew the Agreement. Consequently, the Agreement will expire at the end of the current Term without liability.

4. INFRASTRUCTURE OWNERSHIP AND IP ADDRESSES

- 4.1. The Service Provider will facilitate the Services as outlined herein. It is expressly clarified that all rights, title, and interest in the underlying infrastructure—including all servers, hardware, and allocated IP addresses—shall remain the exclusive property of the Service Provider and/or its Infrastructure Partner. The Client is granted only a limited, non-exclusive right to use this infrastructure for the term of this Agreement, as further detailed in Section 9, and no ownership rights are transferred. For the avoidance of doubt, this clause shall not apply to any server or other hardware owned and provided by the Client for the purpose of receiving the Services.
- 4.2. The Client acknowledges and agrees that it bears the sole and exclusive responsibility for complying with all regulatory obligations under Curaçao law and any directives issued by the CGA.

5. RESOURCE USAGE, DATA MANAGEMENT, AND FAIR USE

- 5.1. The Client acknowledges and agrees that all primary gaming data, logs, and Critical Information connected to the Services must be stored on servers physically situated within a Tier IV-certified data center in Curaçao. For the avoidance of doubt, nothing in this Agreement shall restrict the Client, at its sole discretion, from storing, replicating, managing, processing, or maintaining any of its data, including Critical Information and other data owned or controlled by the Client, with additional data centers or other service providers, as long as such actions do not contradict this Agreement,
- 5.2.1. All disaster recovery backups must be physically maintained within Curaçao. In addition to the primary data storage, the Service Provider will facilitate a secondary backup service as detailed in the Offer. All such backup data is also stored exclusively in a data center located in Curaçao. A complete and current copy of all required digital records must be maintained within the primary Curaçao-based data center at all times
- 5.2.2. The service levels and technical matters, including all uptime and availability commitments for the Services, are determined exclusively by the Service Level Agreement (SLA) of the Infrastructure Partner and requirements laid down in LOK and CGA. The Client accepts this third-party SLA as the sole standard governing service availability as well ensure compliance with LOK and CGA requirements, related to Hosting/back up Services. The Service Provider makes no independent uptime guarantees and, upon request, will provide the Client with a copy of the applicable Infrastructure Partner's SLA for regulatory purposes.
- 5.3. The Client is solely responsible for retaining Critical Information for the minimum periods mandated by applicable laws and CGA regulations, including any ministerial regulations under the LOK. The Client shall bear all costs associated with meeting these retention requirements, including any expenses for system upgrades or additional storage needed to comply with extended retention periods.
- 5.4. The Client shall ensure that any deletion, modification, migration, transfer, archiving, replacement, or other management of Critical Information is carried out in compliance with applicable statutory retention periods and in a manner that does not materially impede the CGA's access rights under the LOK. Subject to the foregoing, the Client may organize, administer, and maintain such Critical Information in accordance with its operational and compliance requirements, provided that the integrity, availability, and legally required retention of such Critical Information are preserved at all times.
- 5.5. If the Client's usage of bandwidth or other system resources exceeds the allowances specified in the applicable Offer, all resulting overage fees shall be borne by the Client. The Service Provider will invoice the Client for such overages, and payment is due within five (5) Business Days of the invoice date. These overage charges shall be treated as additional Fees under this Agreement.

- 5.6. The Service Provider reserves the right to suspend or restrict the Services immediately and without liability if it is notified by the Infrastructure Partner of any misuse, policy breach, excessive resource consumption, or any other activity by the Client that negatively impacts the security, performance, or integrity of the hosting environment.

6. DATA LOCATION, SECURITY, AND REGULATORY ACCESS

- 6.1. The Service Provider will undertake commercially reasonable efforts to facilitate the CGA's access to the Client's Critical Information stored on the hosting/backup infrastructure.
- 6.2. The Client acknowledges that the ultimate responsibility for ensuring compliance with all CGA requirements rests exclusively with the Client. The Service Provider's role is confined to facilitating technical access and backup services and does not include any regulatory responsibility. All Critical Information must be secured using end-to-end encryption that aligns with generally accepted industry standards.
- 6.3. The Service Provider shall facilitate a secondary backup of the Client's Critical Information as detailed in the applicable Offer. Notwithstanding this, the Client remains solely responsible for ensuring the accuracy, completeness, and timely registration of all its data with the CGA. The Client acknowledges that the Service Provider has no obligation to audit, verify, or supplement such data.
- 6.4. The Client shall be responsible for providing the CGA with all required reports, statements, and notifications, including details about server locations, virtual storage configurations, and a copy of this Agreement. Upon the Client's request, the Service Provider will furnish reasonably necessary technical details regarding the Infrastructure Partner to assist the Client in fulfilling these reporting obligations but shall have no liability for the timeliness or completeness of the Client's submissions.
- 6.5. Upon request from the CGA for verification that Critical Information is being stored in compliance with this Agreement (including, but not limited to, proof of Tier IV certification, data location, or encryption), the Service Provider shall be responsible for providing such reasonable proof to the CGA. This obligation includes procuring any necessary documentation or verification from its Infrastructure Partner.

7. UPSTREAM PROVIDER POLICIES

- 7.1. The Client is required to comply with all current and future operational policies, terms of use, and other binding regulations established by the Infrastructure Partner. The Client acknowledges that these policies may be updated from time to time and agrees to adhere to the latest versions. Any failure by the Client to comply with the Infrastructure Partner's policies shall be considered a material breach of this Agreement.

8. APPLICABLE POLICIES

- 8.1. The Client agrees to be bound by all operational policies of the Service Provider and the Infrastructure Partner. This includes, but is not limited to, the Service Provider's:
- (a) General Terms & Conditions, available at <https://curacao-itsolutions.com/terms-conditions/>
 - (b) Acceptable Use Policy (AUP), available at <https://curacao-itsolutions.com/acceptable-usepolicy/>

The Client acknowledges that these policies, which are incorporated into this Agreement by reference, may be updated from time to time by the Service Provider. The Client is responsible for regularly reviewing the policies at the URLs provided. Notwithstanding the foregoing, in the event of any conflict, inconsistency, or contradiction between any such policy and the terms of this Agreement, the terms of this Agreement shall prevail and the relevant policy shall apply only to the extent it does not conflict, contradict, or derogate from this Agreement.

8.2. Any failure by the Client to comply with the policies referenced in this section shall be considered a material breach of this Agreement.

9. AUDIT FACILITATION

9.1. The Service Provider will cooperate in good faith to provide reliably the technical means for the CGA to access the Client's data for audit purposes. However, the Service Provider shall not be held responsible for the content, accuracy, quality, or completeness of any data made available to the CGA. The Client bears the sole responsibility for ensuring that all Critical Information required by the CGA is complete, accurate, and readily available for any such audit.

9.2. The Client shall be exclusively responsible for bearing any and all costs, fees, or expenses that arise from audits, inspections, or information requests concerning its operations, whether initiated by the CGA or any other competent authority.

10. INTELLECTUAL PROPERTY

10.1. All rights, title, and interest in and to the infrastructure used to provide the Services—including but not limited to servers, hardware, and IP addresses—shall remain the exclusive property of the Service Provider or its Infrastructure Partner. The Client is granted only a limited, temporary, nontransferable, and revocable license to use the infrastructure solely for the purpose of receiving the Services during the Term. No ownership, property, or other proprietary rights are transferred or granted to the Client under this Agreement. The Client is strictly prohibited from assigning, sublicensing, transferring, or otherwise disposing of this limited right of use.

10.2. All data, information, records, files, content, databases, software, materials, documentation, reports, configurations, outputs, developments, adaptations, modifications, derivatives, and any other work product or items created, generated, uploaded, stored, processed, transmitted, compiled, or otherwise derived by or on behalf of the Client in connection with this Agreement or the Services, including all Intellectual Property Rights therein, shall remain the sole and exclusive property of the Client. Nothing in this Agreement shall be construed as assigning, transferring, licensing, encumbering, or otherwise granting to the Service Provider or the Infrastructure Partner any ownership right, title, interest, or other proprietary right in or to any such Client data, information, or materials, except for the limited, non-exclusive, non-transferable, revocable right strictly necessary to host, store, back up, transmit, and otherwise process the same solely for the purpose of performing the Services under this Agreement. The Service Provider and the Infrastructure Partner shall not access, use, copy, disclose, modify, exploit, commercialize, create derivative works from, sell, license, distribute, transfer, encumber, or otherwise deal with any such Client data, information, materials, or work product for any purpose other than the proper performance of the Services or as strictly required by applicable law or a binding order of a competent authority. Upon expiration or termination of this Agreement, the Service Provider shall, subject to applicable law and the Client's payment of any invoiced amounts due as per this Agreement hereunder, promptly assure return, retention and deletion of Client Data shall be governed exclusively by Section 15.7 of this Agreement.

11. CONFIDENTIALITY

11.1. Both Parties undertake to treat all technical, commercial, operational, financial, and other nonpublic information received or accessed in connection with this Agreement as strictly confidential and shall not disclose, publish, release, or otherwise make such information available to any third party except as expressly permitted under this Agreement or with the prior written consent of the disclosing Party. In the case of the Service Provider, any disclosure of the Client's data or Confidential Information to the CGA or any other competent authority shall be made only where and to the extent such disclosure is reasonably required by applicable law, regulation, or a binding written request, order, or directive of the CGA or other competent authority. The Service Provider shall in all cases limit any such disclosure strictly to the minimum information specifically

requested or otherwise strictly required for the relevant purpose and shall not disclose any additional, related, or ancillary information beyond such scope.

- 11.2. To the fullest extent legally permitted, the Service Provider shall notify the Client immediately upon receipt of any request, inquiry, notice, order, directive, or other communication from the CGA or any other competent authority seeking access to, or disclosure of, the Client's data or Confidential Information. Such notice shall include reasonable details of the information requested, the legal basis asserted for the request, and the proposed scope of disclosure. The Service Provider shall, to the extent legally permitted, cooperate in good faith with the Client in relation to any effort to review, narrow, challenge, resist, or otherwise address such request before making any disclosure. If prior notice is legally prohibited, the Service Provider shall provide such notice immediately after the relevant prohibition ceases to apply.
- 11.3. The confidentiality obligations set out in this Section shall survive the termination or expiration of this Agreement for a period of five (5) years, provided that, with respect to trade secrets and any Client data or Confidential Information that is required by applicable law to remain protected for a longer period, such obligations shall continue for so long as such information remains confidential or protected under applicable law.
- 11.4. The Client acknowledges that the identity of the Infrastructure Partner constitutes Confidential Information and a valuable business relationship of the Service Provider. The Service Provider may disclose the identity of the Infrastructure Partner only after execution of this Agreement and solely to the extent reasonably necessary for the performance of the Services or the Client's regulatory obligations. The Client shall not, whether directly or indirectly, including through any affiliate or other third party acting on its behalf, solicit, engage, contract with, or otherwise seek to obtain substantially similar services directly from the Infrastructure Partner without the prior written consent of the Service Provider during the Term and for a period of three (3) years thereafter. Any breach of this clause shall entitle the Service Provider to liquidated damages in the amount of EUR 50 000, without prejudice to any other remedies available under this Agreement or applicable law. The obligations set out in this Section shall become effective immediately upon execution of this Agreement, irrespective of whether the Services have commenced or any invoice has been paid.

12. CLIENT'S INDEMNIFICATION

- 12.1. The Client agrees to indemnify, defend, and hold harmless the Service Provider, its affiliates, technical provider and their respective directors, officers, employees, and agents from and against all claims, liabilities, damages, fines, penalties, costs, and expenses, including reasonable legal fees and defense costs ("Losses"), that arise out of or are related to any of the following:
- (a) any breach by the Client of its obligations under this Agreement.
 - (b) any failure by the Client to comply with applicable laws, rules, or regulations, including but not limited to CGA requirements.
 - (c) the use or misuse of the Services by the Client or its end-users; or
 - (d) any claim, action, or proceeding initiated by a third party or regulatory body against the Service Provider arising from the Client's acts or omissions.

This indemnification obligation explicitly covers all costs related to legal defense, regulatory investigations, and audits that the Service Provider may incur as a result of such events.

For the avoidance of doubt, the Client shall have no obligation to indemnify the Service Provider for any Losses to the extent resulting from the Service Provider's or its affiliates', technical provider's, Infrastructure Partner's, or their respective directors', officers', employees', agents', or subcontractors' acts, omissions, negligence, wilful misconduct, fraud, or breach of this Agreement or applicable law. The Service Provider shall take commercially reasonable steps to mitigate any Losses for which indemnification is sought.

- 12.2. The Service Provider agrees to indemnify, defend, and hold harmless the Client, its affiliates, and their respective directors, officers, employees, and agents from and against all Losses arising out of or related to: (a) the Service Provider's material breach of this Agreement; (b) the Service Provider's gross negligence, wilful misconduct or fraud; (c) any third-party claim alleging that the Services, as provided by the Service Provider and used by the Client in accordance with this Agreement, infringe any intellectual property rights; or (d) the Service Provider's material breach of applicable laws directly governing the provision of the Services. For the avoidance of doubt, the Service Provider shall not be liable for (a) any losses arising from the Client's acts or omissions, the Client's regulatory obligations, or events outside the Service Provider's reasonable control; and (b) The Service Provider shall not be liable for acts or omissions of its Infrastructure Partner that are outside the Service Provider's reasonable control, except to the extent that such acts or omissions result from the Service Provider's own material breach of this Agreement, gross negligence, or wilful misconduct.
- 12.3. A Party seeking indemnification under this Section shall: (i) promptly notify the indemnifying Party in writing of any claim for which indemnification is sought, provided that any delay in giving such notice shall not relieve the indemnifying Party of its obligations except to the extent materially prejudiced thereby; (ii) provide reasonable cooperation, at the indemnifying Party's cost and expense; and (iii) permit the indemnifying Party to control the defense and settlement of the claim, provided that the indemnifying Party shall not settle any claim in a manner that admits liability on the part of the indemnified Party, imposes any obligation on the indemnified Party, or does not include a full and unconditional release of the indemnified Party, in each case without the indemnified Party's prior written consent, not to be unreasonably withheld, conditioned, or delayed.
- 12.4. The indemnification obligations under this Section shall explicitly cover all reasonable costs related to legal defense, regulatory investigations, and audits incurred as a result of the matters described herein, subject always to the limitations and exclusions expressly set out in this Agreement.

13. FORCE MAJEURE

- 13.1. Neither Party shall be held liable for any failure or delay in the performance of its obligations under this Agreement if such failure or delay is caused by events beyond its reasonable control (a "Force Majeure Event"). Such events may include, without limitation, acts of God, governmental actions, war, civil unrest, cyberattacks, strikes, or significant failures of the Infrastructure Partner. If a Force Majeure Event continues for a consecutive period exceeding thirty (30) days, either Party may terminate this Agreement by providing written notice.
- 13.2. For the avoidance of doubt, and without limiting the generality of the foregoing, the following shall be specifically considered Force Majeure Events, and the Service Provider shall bear no liability for any damages arising therefrom:

(a) any suspension or termination of the Services mandated by a competent regulatory authority.

14. LIMITATION OF LIABILITY

- 14.1. The Service Provider's total cumulative liability to the Client under this Agreement, for any claim arising from any cause of action (whether in contract, tort, negligence, breach of statutory duty, misrepresentation, or otherwise), shall in no event exceed an amount equal to the greater of the total amount of Fees actually paid or payable by the Client hereunder during the twelve (12) months prior to the incident giving rise to the claim. Under no circumstances shall either Party be liable to the other for any indirect, special, incidental, exemplary, or consequential damages, including loss of profits or revenue, except to the extent such losses constitute direct damages arising naturally and foreseeably from the relevant breach. Notwithstanding the foregoing, nothing in this Agreement shall exclude or limit: (a) the Service Provider's liability for fraud, fraudulent misrepresentation, wilful misconduct, or deliberate breach of this Agreement; (b) the Service

Provider's indemnification obligations under this Agreement; (c) the Service Provider's liability arising from any breach of confidentiality, data protection, or unauthorized access to, use of, disclosure of, loss of, corruption of, or destruction of the Client's data or Confidential Information; (d) the Service Provider's liability for infringement or misappropriation of the Client's intellectual property rights or any third party intellectual property rights in connection with the Services; or (e) any liability that cannot be excluded or limited under applicable law. For the avoidance of doubt, the Service Provider shall not be relieved of liability for any fines, penalties, sanctions, losses, or regulatory consequences imposed on or suffered by the Client to the extent resulting from the Service Provider's breach of this Agreement, negligence, wilful misconduct, fraud, or violation of applicable law.

14.2. Warranties. The Service Provider represents, warrants, and undertakes to the Client, on a continuing basis throughout the Term, that: (a) it has and will maintain all rights, authority, licenses, permits, and corporate power necessary to enter into and perform this Agreement and to procure the Services (including from its Infrastructure Partner); (b) the Services will be provided with reasonable skill, care, and diligence and in accordance with the highest applicable industry standards; (c) the infrastructure used to provide the Services, including the Infrastructure Partner's data center, is and will remain Tier IV certified, physically located in Curaçao, and compliant with all applicable location, certification, security, and regulatory standards, including the LOK and CGA requirements; (d) all Critical Information and other Client data will be stored, secured, backed up, and made accessible in accordance with this Agreement, including using end-to-end encryption consistent with generally accepted industry standards, and will not be lost, corrupted, altered, or destroyed as a result of any act or omission of the Service Provider or its Infrastructure Partner; (e) the Services, and the Client's authorized use of the Services and infrastructure, do not and will not infringe or misappropriate any intellectual property or other proprietary rights of any third party; (f) the Service Provider and its Infrastructure Partner will comply with all laws, regulations, and directives applicable to the provision of the Services; and (g) it will maintain appropriate business continuity and disaster recovery arrangements sufficient to meet its obligations under this Agreement. These warranties are in addition to, and not in lieu of, any warranties, conditions, or rights implied or granted by applicable law, all of which are expressly preserved for the benefit of the Client.

14.3. The Service Provider shall remain responsible for the selection and management of its Infrastructure Partner and shall use commercially reasonable efforts to ensure that the Infrastructure Partner performs the services in accordance with this Agreement. However, the Service Provider shall not be liable for failures, outages, acts or omissions of the Infrastructure Partner that are outside the Service Provider's reasonable control, except to the extent such failures arise from the Service Provider's own material breach of this Agreement, gross negligence, fraud or wilful misconduct. Where any failure, outage, act or omission of an Infrastructure Partner gives rise to liability of Infrastructure Partner, the Service Provider shall assign to the Client all rights, claims and causes of action that the Service Provider may have against the relevant Infrastructure Partner arising out of or in connection with such event, to the extent such assignment is permitted under the applicable agreements with Infrastructure Partner and applicable law.

15. TERM AND TERMINATION

15.1. This Agreement shall be effective for an initial term of one (1) year from the Effective Date and will automatically renew for subsequent one-year periods unless either Party provides written notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

15.2. The Service Provider reserves the right to terminate this Agreement with immediate effect by providing written notice to the Client upon the occurrence of any of the following events:

- (a) the Client's failure to pay any due Fees persists for more than ten (10) Business Days after receiving notice of late payment.
- (b) the Client commits a breach of the Fair Use Policy or any other material term of this Agreement.

- (c) the Client participates in any unlawful or non-compliant activities that could jeopardize the regulatory integrity of the hosting environment.
 - (d) the Client's actions endanger the security, stability, or reputation of the Service Provider or its Infrastructure Partner; or
 - (e) the Service Provider is directed to suspend or terminate the Services by the Infrastructure Partner or the CGA.
 - (f) the CGA revokes or suspends the Client's gaming license.
- 15.3. It is understood that this Agreement is supplemental to the SA, if concluded. Should the SA be terminated or expire for any reason, this Agreement shall also automatically terminate on the same date, without creating any liability for the Service Provider.
- 15.4. In addition to the grounds listed above, the grounds for termination specified in the SA (if concluded) are hereby incorporated by reference and shall also apply to this Agreement.
- 15.5. The termination of this Agreement for any reason does not absolve the Client of its ongoing regulatory obligation to ensure the continued retention and accessibility of Critical Information as required by the CGA
- 15.6. Upon termination of this Agreement for any reason, the Client's obligation to ensure the retention of Critical Information for the mandatory period required by the CGA shall survive. The Client hereby agrees to pay, upon termination, a one-time fee covering the full cost of data retention for the entire mandatory period. This fee shall be calculated based on the rates of the Client's active plan at the time of termination and is due immediately.
- 15.7. Return and Destruction of Client Data. All data, information, records, files, content, databases, and other materials owned or controlled by the Client, including all Critical Information and all copies, extracts, and backups thereof, are and shall remain the sole and exclusive property of the Client. Upon expiration or termination of this Agreement for any reason, the Service Provider shall, and shall procure that its affiliates, technical provider, and Infrastructure Partner shall: (a) promptly, and in any event within thirty (30) days, return to the Client all such Client data in a commonly used, machine-readable format reasonably requested by the Client; and (b) following such return, completely, permanently, and irreversibly destroy and erase all such Client data (including all copies, replicas, and backups) from all systems, media, and storage under its or their control using industry-standard secure deletion methods that render the data unrecoverable. The Service Provider shall not retain any copy of the Client data except, and only to the minimum extent and for the minimum period, strictly required by applicable law or by a binding order or directive of the CGA under the LOK, in which case any such retained data shall remain subject to the confidentiality obligations of this Agreement and shall be destroyed immediately upon expiry of the applicable legal retention period. The Service Provider shall bear all costs of such return and destruction and shall, within ten (10) Business Days of completing the destruction, provide the Client with a written certification, signed by an authorized officer, confirming that the destruction has been carried out in accordance with this clause.

16. GOVERNING LAW AND JURISDICTION

- 16.1. This Agreement and its interpretation shall be governed by the laws specified in the SA concluded between the Parties. However, in the event that no SA has been concluded, or if the SA is silent on the matter of governing law, this Agreement shall be governed by and construed in accordance with the laws of Cyprus.
- 16.2. Any dispute, controversy, or claim arising out of or in connection with this Agreement shall be settled in accordance with the dispute resolution and arbitration procedures set forth in the SA, which are incorporated herein by reference. If no such SA exists, or if it does not contain dispute resolution provisions, any disputes shall be resolved exclusively by the competent courts of Cyprus.

- 16.3. Notwithstanding the foregoing, nothing in this Agreement or the SA shall prevent the mandatory application of the laws of Curaçao or binding directives issued by the CGA. In any case of conflict, such mandatory legal and regulatory requirements shall prevail.

17. MISCELLANEOUS

- 17.1. Assignment and Transfer. Neither Party may assign, delegate, or otherwise transfer its rights or obligations under this Agreement, in whole or in part, without the express prior written consent of the other Party. Notwithstanding this restriction, Provider is permitted to assign this Agreement without Client's consent to an affiliated entity or to a successor entity in connection with a corporate reorganization, merger, acquisition, or sale of all or substantially all of its assets, provided the assignee formally agrees to assume all of Provider's obligations herein. For the avoidance of doubt, Client is expressly forbidden from reselling, assigning, or sublicensing the Hosting Services, which are to be used exclusively for Client's own duly licensed business operations.
- 17.2. Disclaimer of Non-Technical Services. The Parties acknowledge that the Services delivered under this Agreement are exclusively technical in nature. They do not include, and shall not be interpreted as, the provision of legal counsel, regulatory guidance, or compliance services.
- 17.3. Client's Regulatory Responsibility. As the licensed entity, Client retains sole and exclusive responsibility for all its regulatory and compliance obligations. Nothing within this Agreement shall be interpreted as transferring or delegating any such responsibilities to Provider.
- 17.4. Adjustments for Legal Changes. Should any laws, regulations, or directives from the CGA or another competent authority be altered in a way that materially affects the Hosting Services, Client is solely responsible for adapting its operations and bearing all resulting costs. This includes, but is not limited to, expenses for system modifications, infrastructure upgrades, or adjusted data management to meet new requirements (such as extended data retention periods or new reporting formats). While Provider will offer reasonable cooperation, its role is limited to that of a technical facilitator for the upstream hosting and it bears no financial or operational responsibility for implementing such regulatory changes, even when channeled through its Upstream Provider.
- 17.5. Entire Agreement and Amendments. This Agreement, including all its exhibits and incorporated documents such as the Offer, represents the complete and final understanding between the Parties regarding its subject matter. It supersedes all previous agreements, discussions, and understandings, whether oral or written. Any subsequent modification or amendment to this Agreement will be void unless documented in writing and executed by authorized representatives of both Parties.
- 17.6. Controlling Language. This Agreement is executed in the English language. If it is translated into any other language for convenience, the English version will be the controlling and authoritative text in the event of any conflict or inconsistency.
- 17.7. Independent Contractor Relationship. The relationship between the Parties is strictly that of independent contractors. This Agreement does not create a partnership, joint venture, agency, employment, or fiduciary relationship between them. Neither Party has the authority to bind the other or to create any obligation on the other's behalf.
- 17.8. Severability. If a court of competent jurisdiction finds any provision of this Agreement to be invalid, illegal, or unenforceable, that provision will be reformed to the minimum extent necessary to render it valid and enforceable while best reflecting the original intent of the Parties. The unenforceability of one provision shall not affect the validity or enforceability of the remaining provisions, which will continue in full force and effect.
- 17.9. Interpretation. The headings and subheadings herein are for reference purposes only and do not influence the interpretation of this Agreement. The terms "include," "including," and similar expressions are illustrative and not limiting. Unless the context dictates otherwise, the singular

includes the plural and vice versa, and references to persons include individuals, corporate entities, and other legal bodies.

17.10. Communication Methods. The Parties agree that documents, notices, and other communications transmitted electronically via email shall have the same legal validity and effect as documents executed in writing on paper, particularly where a written form is required by this Agreement or applicable law.

17.11. Electronic Execution. This Agreement may be executed electronically, and the Parties agree that electronic or digital signatures (or other verifiable methods demonstrating assent) are legally binding. Each Party waives any right to challenge the validity or enforceability of this Agreement based on its electronic formation. Scanned or electronically signed copies of this Agreement and its related documents transmitted via email shall be considered legally equivalent to originals and may be used as evidence in any dispute.

17.12. No Third-Party Beneficiaries. This Agreement is intended for the sole benefit of the Parties and their permitted assigns. It does not confer any rights, remedies, or claims upon any third party, including but not limited to end-users (players). The Parties expressly agree that the Contracts (Rights of Third Parties) Act 1999, or any similar legislation, shall not apply. This clause does not, however, diminish any statutory rights or powers held by the CGA under applicable laws and regulations.

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

PROVIDER:

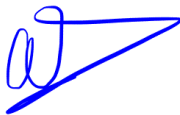
GLOBIZ SOLUTIONS LTD



Represented by: Nova Group Ltd.
Title: Director

CLIENT:

Poligon Entertainment N.V.



7/21/2026

Represented by: eMagnus Curacao B.V.
Title: Managing Director

