

COMPLIANCE HOSTING FACILITATION AGREEMENT ("Agreement")

This Agreement is entered into as of **September 01, 2025** (the "**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 (hereinafter referred to as the "**Provider**"), and

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

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

RECITALS

WHEREAS, the Provider is not itself a data center operator, but serves as an intermediary for hosting services by engaging an upstream Tier-IV certified data center physically situated in Curacao;

WHEREAS, the Client holds a valid online gaming license issued under the laws of Curacao and, as such license holder, bears sole responsibility for compliance with all regulatory duties imposed by the Curacao Gaming Authority ("**CGA**");

WHEREAS, under the National Ordinance on Games of Chance ("**NOGC**") and pursuant to Article 13 of the Online Gaming License Conditions, the Client is obligated to maintain and ensure availability of all critical player and transaction data within the territory of Curacao, and therefore seeks hosting services to meet this requirement;

WHEREAS, the Parties have already entered into a Software and Services License Agreement ("**SLA**") governing the Client's use of the Provider's gaming platform, and now desire to supplement that arrangement through this Hosting Facilitation Agreement, limited solely to the regulation of hosting services;

NOW, THEREFORE, in view of the foregoing premises and the mutual covenants and undertakings set forth herein, and for other good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties 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 Curacao, including the storage of Critical Information as required by CGA regulations. For the avoidance of doubt, Hosting Services are ancillary to the SLA and 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. **"SLA"** means the Software and Services License Agreement entered into between the Parties, as may be amended from time to time.
- 1.10. **"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.
- 1.11. Capitalized terms not defined herein shall have the meaning ascribed to them in the SLA.

2. SUBJECT OF THE AGREEMENT

2.1. This Agreement supplements the SLA between the Parties and 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 Curacao;
- (b) allocation of Internet Protocol (IP) addresses for temporary use during the Term;
- (c) technical maintenance and monitoring of server performance;
- (d) facilitation of CGA's access to Client's data stored on or accessible through the hosting infrastructure.

2.6. The Services are ancillary technical services. They do not constitute a gaming license, nor do they replace any regulatory obligations of the Client as license holder.

2.7. Provider acts solely as a facilitator of infrastructure. Client remains solely and fully responsible for regulatory compliance with CGA requirements.

2.8. Client represents and warrants that it holds a valid B2C gaming license issued by the CGA and shall at all times comply with all regulatory obligations under such license. Client shall use the Hosting Services solely in connection with its duly licensed gaming operations and 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 Curacao 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 SLA. The availability and uptime of the Services are subject exclusively to the Upstream Provider's service levels, which Client accepts as the sole applicable standard. Provider makes no independent SLA commitments. For regulatory purposes, Provider shall furnish Client with the applicable Upstream SLA upon request.

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 the Platform and Software are governed separately under the SLA between the Parties.

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. For the avoidance of doubt, this Agreement is supplemental to the SLA between the Parties. In the event that the SLA is terminated or expires for any reason, this Hosting Facilitation Agreement shall automatically terminate on the same effective date, without liability to Provider.

14.4. In addition, the termination grounds set out in the SLA shall apply mutatis mutandis to this Agreement.

14.5. 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. This Agreement shall be governed by and construed in accordance with the same governing law as set forth in the SLA concluded between the Parties.

15.2. Any dispute, controversy, or claim arising out of or in connection with this Agreement shall be resolved in accordance with the dispute resolution and arbitration provisions of the SLA, which are hereby incorporated by reference and shall apply mutatis mutandis to this Agreement.

15.3. For the avoidance of doubt, nothing in this Agreement shall derogate from the mandatory application of Curacao regulatory requirements and public law provisions imposed by the CGA, which shall prevail in case of conflict in matters subject to such authority.

15.4. In the event of any conflict between the provisions of the SLA and the mandatory requirements of Curacao law or binding directives of the CGA, such mandatory requirements shall prevail.

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 may not resell, assign or sublicense the Hosting Services to any third party, and Hosting Services shall only be used in connection with Client's own duly licensed operations.

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. If there is any inconsistency between the English version of this Agreement and a translation into another language, the English version shall take precedence.

16.7. Independent Contractors. The Parties acknowledge that they are acting as independent contractors. Nothing in this Agreement shall be interpreted as creating an employment, agency, partnership, fiduciary, or joint venture relationship between them. Neither Party has the authority to bind or obligate the other in any manner.

16.8. Severability. Should any provision of this Agreement be found invalid or unenforceable by a competent court, such provision shall, to the extent permitted by law, be adjusted to reflect the original intent as closely as possible. The remainder of this Agreement shall continue in full force and effect.

16.9. Headings. Section titles and headings are included for convenience only and shall not affect the interpretation of this Agreement. Terms such as "include," "including," and "other" are to be understood as non-limiting. Unless otherwise required by the context, singular words include the plural and vice versa, gendered references include all genders, and references to a "person" encompass individuals, corporations (wherever incorporated), partnerships, associations, statutory entities, and other legal persons.

16.10. Method of Communication. The Parties agree that documents exchanged by electronic means (including by email) shall be deemed equivalent in legal force to documents executed in hard copy, where written form is required either by law or under this Agreement.

16.11. Electronic Acceptance. This Agreement may be executed and accepted electronically (e.g., by digital signature or other methods demonstrating consent) and shall be legally binding. Neither Party shall contest the validity or enforceability of this Agreement solely on the basis that it was concluded in electronic form. Copies of this Agreement, together with annexes or related documents, executed electronically or transmitted by email, shall carry the same legal force as originals. Electronic correspondence (including via email or messenger) exchanged between the Parties may serve as admissible evidence in the event of a dispute.

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.

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

PROVIDER: HIGHFLIER B.V.

CLIENT: POINDER B.V.

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

Name: IGA TRUST B.V.

Title: Statutory Director

Date of sign: 22-09-2025

Title: Statutory Director

Date of sign:



C. Godschalk
IGA Trust BV (Sep 19, 2025 11:02:58 GMT+2)