ACQUIRY PTY LTD
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Confidentiality & Non-Circumvention Deed

Execution version — percentage-based brokerage (buyer-paid success fee).

This deed replaces any prior discussion draft issued to the Recipient that defined **Brokerage** as the difference between Listing Price and Purchase Price. That spread-based definition does **not** apply to this engagement.

CAPACITY: Acquiry acts as buy-side acquisition advisor to the Recipient in respect of opportunities disclosed under this Deed.

Discloser	Recipient
Acquiry Pty Ltd ACN 651 710 333 70 Southbank Boulevard Southbank VIC 3006 Australia	SIA "SF2" Reg. no. 40103691516 VAT No. LV40103691516 Kr. Valdemara iela 33-7 Riga LV-1010, Latvia CEO: Samuel Hovi Trading / group context: Entez Contact: roberts.jurgelans@entez.com

Date of issue: 3 August 2026 | **Term:** 12 months from the date of execution (and continuing for Confidential Information thereafter as set out below) | **Proposed purpose:** evaluation of digital / affiliate / iGaming acquisition opportunities.

1. Background

A. The Discloser is a digital M&A advisory firm that sources, qualifies and supports acquisition opportunities in digital businesses, including iGaming affiliate, media affiliate and related assets.

B. The Recipient has requested that the Discloser identify and present potential acquisition opportunities consistent with the Recipient's criteria.

C. The Discloser is prepared to disclose Confidential Information and introduce Owners to the Recipient on the terms of this Deed, including confidentiality, non-circumvention and the Brokerage arrangements set out below.

D. In consideration of those disclosures and introductions, the Recipient agrees to the terms of this Deed.

2. Definitions

Agreement or **Deed** means this Confidentiality & Non-Circumvention Deed including the Schedule, as amended in writing by the parties.

Brokerage means the **buyer-paid success fee** payable by the Recipient to the Discloser in connection with a Completed Transaction, being a percentage of Transaction Value within the range of **one percent (1%) to five percent (5%)**, as agreed in writing between the parties for that transaction before execution of the relevant purchase documentation. **No retainer** is payable under this Deed. Brokerage is payable **only on Completion**. For the avoidance of doubt, Brokerage is **not** calculated as the difference between any Listing Price and Purchase Price (or any similar spread).

Circumvention Conduct means any action by the Recipient (directly or indirectly) to contact, engage, negotiate with, or acquire (or agree to acquire) an Owner or Opportunity introduced or disclosed by the Discloser, without the prior written knowledge and consent of the Discloser, during the Term and for twelve (12) months thereafter.

Completed Transaction means completion (or equivalent closing) of an acquisition, asset purchase, share purchase or other transfer of an Opportunity (or material part thereof) by or for the Recipient or an Associate of the Recipient.

Confidential Information means all non-public information disclosed by or on behalf of the Discloser relating to Owners, Opportunities, financials, traffic, commercial terms, identities, documents, credentials, processes and the existence of discussions, whether oral, written or electronic.

Listing Price means any asking price or marketing price communicated in respect of an Opportunity. Listing Price is informational only and does not determine Brokerage.

Opportunity means any digital asset, affiliate account, media property, business or company identified, introduced or disclosed by the Discloser to the Recipient.

Owner means the seller, founder, shareholder or controller of an Opportunity (and their representatives).

Purchase Price means the consideration payable by or for the Recipient in connection with a Completed Transaction.

Transaction Value means the total enterprise / deal consideration for the Completed Transaction (including cash, deferred consideration, earn-outs and assumed interest-bearing debt, as applicable), as agreed in writing for Brokerage purposes when the percentage is set for that transaction.

3. Capacity and commercial model

3.1 The Discloser acts as a **buy-side acquisition advisor** to the Recipient in respect of Opportunities disclosed under this Deed. The Discloser does not, under this engagement, charge Brokerage as a sell-side spread between Listing Price and Purchase Price.

3.2 The applicable Brokerage percentage for each Opportunity (within 1%–5% of Transaction Value) and payment mechanics will be confirmed in writing before the Recipient proceeds to bind itself to that Opportunity. Absent written agreement for a specific Opportunity, the parties will negotiate in good faith a rate within that range reflecting size, complexity, structure and the Discloser’s involvement.

3.3 The Discloser’s commercial mandate is to pursue negotiation outcomes that create value for the Recipient relative to the Brokerage payable.

4. Confidentiality

4.1 The Recipient must keep Confidential Information confidential and use it only to evaluate Opportunities and to pursue a transaction with the Discloser’s involvement.

4.2 The Recipient must not disclose Confidential Information to any third party except to professional advisers under equivalent confidentiality obligations, or as required by law (with prior notice to the Discloser where legally permitted).

4.3 Confidentiality continues for three (3) years after disclosure (and indefinitely for trade secrets to the extent permitted by law), notwithstanding expiry of the Term.

5. Non-circumvention

5.1 The Recipient must not engage in Circumvention Conduct.

5.2 If the Recipient acquires an Opportunity introduced or disclosed by the Discloser (including via Circumvention Conduct), Brokerage remains payable as if the Discloser had facilitated the Completed Transaction.

5.3 Without limiting other rights, the Recipient must account to the Discloser for any commissions, fees or benefits obtained through Circumvention Conduct.

6. Brokerage and payment

6.1 On a Completed Transaction in respect of an Opportunity introduced or disclosed by the Discloser, the Recipient must pay Brokerage to the Discloser.

6.2 The Discloser may invoice Brokerage on or after Completion. The Recipient must pay within fourteen (14) days of invoice to the Discloser's nominated account.

6.3 Overdue Brokerage bears interest at 2% above the Reserve Bank of Australia cash rate (or nearest equivalent), calculated daily and payable on demand, without prejudice to other remedies.

7. Acknowledgements

7.1 The Recipient acknowledges that it relies on its own diligence and independent advice when pursuing any Opportunity, and that Confidential Information may be incomplete or change.

7.2 Except as expressly stated, the Discloser does not warrant that any Opportunity will meet the Recipient's criteria or that any transaction will complete.

8. Liability and indemnity

8.1 The Recipient indemnifies the Discloser against claims and liabilities arising from the Recipient's breach of this Deed or Circumvention Conduct.

8.2 To the extent permitted by law, the Discloser's aggregate liability under this Deed is limited to the Brokerage actually paid to the Discloser in the twelve (12) months before the claim, except for fraud or wilful misconduct.

9. Term and termination

9.1 This Deed commences on the date of last signature and continues for the Term in Item 3 of the Schedule (default: 12 months), unless extended in writing.

9.2 Either party may terminate for material breach not remedied within fourteen (14) days of written notice. Clauses that by nature should survive (including confidentiality, non-circumvention, Brokerage and indemnity) survive termination.

10. General

10.1 This Deed is governed by the laws of Victoria, Australia. The parties submit to the non-exclusive jurisdiction of the courts of Victoria.

10.2 This Deed may be executed in counterparts (including electronic signature). Together they form one instrument.

10.3 Each party will pay its own costs of preparing and reviewing this Deed and obtaining independent advice.

10.4 If any provision is invalid, it is severed to the minimum extent necessary; the remainder continues in force.

Schedule 1

Item	Particulars
Item 1 — Recipient	SIA "SF2", Reg. no. 40103691516, VAT LV40103691516, Kr. Valdemara iela 33-7, Riga LV-1010, Latvia (Entez group). Primary contact: Roberts Jurgel■ns — roberts.jurgelans@entez.com. CEO: Samuel Hovi.

Item 2 — Purpose	Disclosure and evaluation of acquisition Opportunities (digital / affiliate / iGaming and related), including Greece, Slovenia and other EU / South America opportunities consistent with the Recipient's brief.
Item 3 — Term	12 months from the date of execution.
Item 4 — Brokerage model	Buyer-paid success fee of 1%–5% of Transaction Value; no retainer; payable on Completion only; percentage agreed per transaction in writing before execution. Not a Listing Price / Purchase Price spread.

Executed as an agreement

Signed for and on behalf of the parties in accordance with applicable company law.

EXECUTED by Acquiry Pty Ltd ACN 651 710 333	**EXECUTED by SIA "SF2"** Reg. no. 40103691516
______________________________ Signature of authorised representative Name: Joash Boyton Title: Founder & Managing Director Date: ____________________	______________________________ Signature of authorised representative Name: ____________________ Title: ____________________ Date: ____________________

Independent legal advice is recommended. This execution version corrects the brokerage definition previously flagged by the Recipient and aligns the deed with the Acquiry × Entez acquisition partnership terms.