

Payment Services Agreement

Entered into on **08th June 2022**

between:

MagicPoro Ltd, (hereinafter '**Provider**'), a company incorporated in Curacao, having registration number HE 435042 with registered office at MAGICPORO LTD, LORDOU VYRONOS, 61, LUMIEL BUILDING, 4TH FLOOR, LARNACA, 6023 CYPRUS

and

Eastpoint Operations B.V. (hereinafter '**BigWins**'), a private limited company organised and existing in Curacao, registered at the Traderegister of the Chamber of Commerce and Industry in Curaçao under number 160230, having its registered office at Emancipatie Boulevard, Dominico F. 'Don' Martina 31, Willemstad, Curaçao

The Parties are collectively referred to as 'the Parties'.

Whereas:

- A. The Parties are part of the same group of companies;
- B. BigWins is a company which owns and operates gaming sites;
- C. Provider is in the business of providing payments-related services;
- D. BigWins had engaged Provider to introduce to BigWins payment solutions to be used by BigWins in relation to servicing;

Therefore the Parties have agreed as follows:

1. Definitions

- 1.1. For the purposes of this Agreement and the Schedules referred to herein, the following definitions apply unless the context explicitly requires otherwise.
 - 1.1.1. "Agreement" shall mean this Agreement and all annexes and schedules hereto;
 - 1.1.2. "BigWins Business" the business of BigWins consisting in provision of gambling services to customers by means of remote communications via the Gaming Sites;
 - 1.1.3. "Gaming Sites" means www.bigwins.com, and all their variants, including country-specific variants, all owned and operated by BigWins and any other websites as may be notified by BigWins to Provider from time to time.
 - 1.1.4. "Services" shall mean services provided by Provider under this Agreement, as



described in more detail in clause 2.1. and 2.2.

1.1.5. "Solution" shall mean any particular payment solution or payment method sourced, procured or in other way introduced by Provider to BigWins under this Agreement as part of Services.

1.1.6. "Supplementary Agreement" shall mean an agreement defined in clause 2.3. of this Agreement.

2. Supply of Services

2.1. Client hereby appoints Provider, who accepts, under the terms and conditions stipulated in this Agreement, to source, procure, develop, improve, implement and integrate Solutions suitable for use in relation to BigWins Business by BigWins's customers ("Services").

2.2. By way of example only, the Services may consist of:

2.2.1. Identifying suitable payment methods and competent payment providers;

2.2.2. Procuring services from competent payment providers for servicing BigWins Business and integrating the said services;

2.2.3. Negotiating with competent payment providers commercial terms for the provision of services, on as favourable terms as possible;

2.2.4. Liaising with and assisting BigWins in relation to the integration of procured payment solutions with the aim of implementing the solutions in the most efficient and cost-effective ways;

2.2.5. Providing assistance and settlement of funds.

2.2.6. The Parties may agree from time to time on additional services which may be conveniently carried out in connection with Services.

2.3. The Parties acknowledge and agree that the substance and extent of Services may considerably vary for different Solutions. Accordingly, the Parties agree that in respect to each particular Solution they will enter, if necessary, into a supplementary agreement where they will regulate any additional matters and the Parties' respective obligations particular to that Solution ("Supplementary Agreement"). Each Supplementary Agreement shall form an integral part of this Agreement. In case of any discrepancy between any Supplementary Agreement and this Agreement, the provisions of this Agreement shall prevail.

3. Rights and Obligations of the Parties

3.1. Provider shall provide Services under this Agreement on best effort basis.

3.2. Provider:

3.2.1. shall notify BigWins immediately upon signing by Provider of an agreement with a third party in relation to a Solution and commercial terms of such third party

agreement;

- 3.2.2. shall do everything necessary to maintain the functioning of a Solution for as long as the Solution is used by BigWins;
 - 3.2.3. shall promptly notify BigWins about any material change of circumstances relating to any Solution;
 - 3.2.4. shall use best endeavours to replace the Solution which may no longer be used with an equivalent one;
 - 3.2.5. shall ensure that for every Solution, it enters into a proper and enforceable contract with the competent service provider, which contract imposes all necessary obligations on the said service provider as required in terms of anti-money laundering, payment services, personal data protection, confidentiality and other applicable and relevant legislation;
 - 3.2.6. shall use information received from BigWins, in particular personal data, strictly and exclusively for the purposes of fulfilling its obligations under this Agreement;
 - 3.2.7. shall keep appropriate records to enable BigWins to verify all information related to every particular Solution and the Services in general.
- 3.3. Provider shall have the right to source, procure and conclude agreements in its own name with third parties for the purpose of introducing Solutions under this Agreement on the basis of general parameters specified by BigWins, provided that BigWins shall have the right to refuse to implement any particular Solution introduced by Provider at its discretion on reasonable grounds. Such reasonable grounds shall include, but not limited to:
- 3.3.1. the Solution does not conform to the general parameters specified by BigWins;
 - 3.3.2. the Solution, or an arrangement which is essentially the same as the Solution, is already in use by BigWins;
 - 3.3.3. the cost of the Solution for BigWins as introduced by Provider (excluding Provider's fees) is higher comparing to the cost BigWins would have incurred if it procured the Solution directly;
 - 3.3.4. the use of the Solution may negatively impact on BigWins reputation;
 - 3.3.5. the use of the Solution is prohibited in terms of legislation and regulation applicable to BigWins.
- 3.4. In case a Solution is refused by BigWins under clause 3.3, the said Solution shall be deemed not to form part of this Agreement. BigWins shall not be liable for any damages to Provider as a result of the said refusal.
- 3.5. BigWins declares that it is authorised to accept inward and outward payments from its customers in the course of its business.
- 3.6. BigWins:
- 3.6.1. shall cooperate with Provider to implement Solutions efficiently;
 - 3.6.2. shall

obtain from its customers complete and accurate information necessary for the payment processing in terms of the relevant Solution and shall provide the said information to Provider or to the relevant competent third party, as the case may be, strictly and solely for the purposes of proper carrying out of payment transaction processing under the Solution;

3.6.3. shall comply with regulations applicable to BigWins Business and relevant to this Agreement;

3.6.4. shall use the Solutions only in respect of transactions relating to BigWins Business;

3.6.5. shall keep adequate records to enable proper performance of Solutions. 3.6.6. shall promptly inform Provider of any material change of BigWins circumstances relevant to the provision of Services.

3.7. The Parties shall cooperate in good faith to ensure efficient implementation of each Solution.

3.8. The Parties acknowledge that in respect of personal data of BigWins customers BigWins is the data controller.

3.9. Provider acknowledges and accepts that BigWins has no exclusivity obligation Provider. BigWins has been using and shall continue to use a variety of payment services in conjunction with use of Provider Services and Solutions introduced by Provider.

4. Fees

4.1. In consideration of the provision of Services by the Service Provider under this Agreement, BigWins shall pay to Provider a fee of 'Cost plus 1% markup', whereby 'Cost' shall be third party cost to Provider under a relevant agreement with that third party in respect to a particular Solution. Provider shall send all invoices to BigWins.

4.2. The fees shall be payable at the end of each settlement period, as may be more specifically agreed between the Parties.

4.3. The Provider shall have the right to enforce the payment obligation under Clause 4.1 of the Agreement and pursue any claims and demands under the Agreement on BigWins.

5. Indemnity

5.1. Provider shall defend, hold harmless and indemnify BigWins in respect of any and all claims, penalties, demands, chargebacks, losses, costs, expenses, obligations, liabilities, damages, recoveries, including interest, penalties, reasonable legal fees that result from or relate to directly or indirectly any act or omission, negligence, wilful default or fraud of Provider, its agents or subcontractors related to the performance



of Services under Agreement, including those sub-contracted.

5.2. Provider hereby undertakes to maintain, during the Term of this Agreement, a general commercial liability insurance policy sufficient to cover BigWins for any claims which may arise out of or in connection with this Agreement. The insurance cover shall subsist for so long as any claims, including but not limited to, claims for damages, indemnification, costs or penalties arising in connection with this Agreement are not time-barred by prescription under the governing law.

5.3. This clause shall remain in force for as long as any claims, including but not limited to, claims for damages, indemnification, costs or penalties arising in connection with Services are not time-barred by prescription under the governing law, even if these arise after the termination of this Agreement.

6. Confidentiality

6.1. Each Party shall keep in confidence this Agreement and its terms and conditions. Furthermore, each Party shall keep in confidence all material and information received from the other Party and may not use such material or information for any other purposes other than those set forth in this Agreement.

6.2. The rights and responsibilities under these clauses shall survive any termination of this Agreement.

7. Sub-contracting and Assignment

7.1. Provider shall have the right to sub-contract the performance of its obligations under this Agreement to competent third parties, provided that Provider shall remain responsible to BigWins for all obligations under this Agreement.

7.2. Provider shall not assign this Agreement unless the assignee has been accepted by BigWins in writing prior said assignment.

7.3. Change of control of at least 25% of shareholding or voting rights in Provider shall be deemed an assignment of this Agreement.

8. Commencement and period of validity

8.1. This Agreement shall come into effect on the date of its signing by both Parties and shall remain valid until terminated as provided hereunder.

8.2. This Agreement may be terminated by mutual consent of the Parties.



8.3. This Agreement may be terminated by BigWins by giving to Provider not less than one (1) months' prior written notice of termination if:

8.3.1. During the first 3 months from the date of signing of this agreement no Solutions have been introduced by Provider;

8.3.2. During any six (6) consecutive months there are no active Solutions operating under this Agreement.

8.4. This Agreement may be terminated by either Party if the other Party commits a material breach of this Agreement: (a) immediately upon giving a written notice of breach to the other Party in case of a breach not capable of a remedy, or (b) after 30 days from giving a written notice of breach to the other Party in case of a breach capable of remedy which has not been remedied within the said 30 days.

8.5. A material breach of any of the Supplementary Agreement shall be deemed a material breach of this Agreement.

8.6. All Supplementary Agreements in force on the date of termination of this Agreement shall be automatically terminated without the need of any further or additional notices.

8.7. Termination of any particular Supplementary Agreement shall not cause termination of this Agreement.

8.8. This Agreement shall be immediately terminated if either of the Parties becomes insolvent or unable to carry out its obligations under this Agreement.

9. Severability

9.1. In the event that any provision of this Agreement is or becomes illegal, invalid or unenforceable, that provision shall be ineffective to the extent of such illegality, invalidity or unenforceability only, without in any way affecting the validity or enforceability of the remaining provisions of this Agreement.

10. Notices

10.1. All notices under this Agreement shall be in writing and shall be sent by electronic mail, facsimile or registered or recorded delivery by post to the Party being served marked for the attention of that Party's signatory of this Agreement.

10.2. A notice shall be deemed to have been received and effective (i) on the date specified in the receipt card, if delivered by registered mail; or (ii) upon the delivery receipt timestamp, if sent by electronic mail.

11. Governing law, jurisdiction and dispute resolution



11.1. This Agreement shall be governed and construed in accordance with the laws of Curacao.

11.2. The Parties shall endeavour to resolve any dispute arising out of this Agreement amicably. If amicable settlement cannot be reached within a reasonable period of time, such dispute shall be referred to arbitration in accordance with the Malta Arbitration Act.

IN WITNESS whereof this Agreement has been signed in duplicate on the date first stated above.

BigWins

The Provider

Name:
e-Management N.V.
Managing Director
for and on behalf of
EastPoint Operations B.V.

Name: Kyriakou Kyriakos
for and on behalf of
MAGICPORO LTD

Today, the fourth (04th) day of May of the year two thousand and twenty-six, I the undersigned, declare and certify this document:

- *a true copy of the original document;
- *the document has been seen and verified by the certifier;
- *the photo is a true likeness of the applicant; (where applicable)

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