



## GAMING SERVICES AGREEMENT (R)

This Gaming Services agreement (hereinafter referred to as the “**Agreement**”) is entered into on the “**Effective Date**” (defined below).

**BETWEEN: ALEA OVERSEAS N.V.**, a private limited liability company incorporated under the laws of **Curaçao** with registration number **131334** and having its registered office situated at **Groot Kwartierweg 10, Livestrong Building**, Curaçao;

hereinafter referred to as “**Alea**”,

**AND: Progress Path Co N.V.** private company incorporated under the laws of **Curaçao** with registration number **164185** and having its registered office situated at **Emancipatie Boulevard, Dominico F. "Don" Martina 31, Willemstad, Curaçao**;

hereinafter referred to as “the **Reseller**”,

Hereinafter, Alea and the Reseller are individually qualified as a “**Party**” or jointly qualified as “**Parties**”.

### WHEREAS

- Alea provides services to the remote gambling industry including, without limitation, the licensing of a gaming gateway software and the (sub-)licensing of third-party developed games to approved online gambling operators and/or other resellers.

- The Reseller is in the business of providing online gaming services and wishes to utilise gaming software licensed by Alea to offer the games to End-Users (defined below) on its own gaming web site(s).

- This Agreement may grant, under the terms further set out below a license to the Reseller to use the Licensed Software (defined below), for the purposes of its Business Activity (defined below), to make the Licensed Games available to End-Users through the Web Site(s) (described in Schedule 1) and to sub-license specific Licensed Games defined in the Term Sheet under Schedule 4, or the relevant Games Package Addendum, as applicable, to approved Third-Party Operators (defined below).

- The Reseller acknowledges that this Agreement grants certain rights to sub-license specific Licensed Games or relevant Games Package Addendum to approved Third-Party Operators. The Reseller expressly agrees that it shall not make use of, rely upon, or exercise any of the sub-licensing rights granted under this Agreement, in whole or in part. For avoidance of doubt, the Reseller shall not provide, offer, or engage in any sub-licensing services to Third-Party Operators. The Reseller's activities under this Agreement shall be limited exclusively to making the Licensed Games available to End-Users through the Web Site(s). All rights to sub-license shall remain contractually granted but unexercised for the entire term of this Agreement, unless otherwise agreed in writing.

**NOW, THEREFORE, AND IN CONSIDERATION OF THE MUTUAL COVENANTS EXPRESSED HEREIN, THE PARTIES HEREBY AGREE THE FOLLOWING TERMS:**

## 1 Definitions

1.1 In this Agreement, all capitalised terms shall have the meaning ascribed to them in the provision in which the term first appears. Additionally, the following terms, shall have the following meanings, unless otherwise expressly stated.

|                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Bonus Allowance</b>       | The Bonus Allowance is the maximum amount of bonus money attributed to End-Users, which the Reseller is allowed to deduct from the Gross Gaming Revenue, as capped in the Term Sheet in Schedule 4. If applicable, the Bonus Allowance is defined for each specific Games Package listed in the Term Sheet in Schedule 4.                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Business activity</b>     | Reseller's activity consisting in offering the Licensed Games to Third-Party Operators and/or End-Users on the Web Sites during the term of this Agreement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Effective Date</b>        | The date on which the Agreement becomes signed by both Parties.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>End-User(s)</b>           | Customer(s) using the Licensed Games on the Reseller's or a Third-Party Operator's Web Site(s).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Games Package</b>         | Licensed Games portfolio from a specific Gaming Provider selected by the Reseller, provided to the Reseller by Alea through the Gaming Gateway under the terms of this Agreement and subject to the prior approval by the relevant Gaming Provider. The terms applicable to each Games Package are further detailed in the Term Sheet in Schedule 4.                                                                                                                                                                                                                                                                                                                                                                |
| <b>Games Package Addenda</b> | Additional terms and conditions of use applicable to the Licensed Games from certain specific Gaming Providers, imposed by such Gaming Providers to Alea and passed through by Alea to the Reseller.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Gaming Gateway</b>        | Software interface operated by Alea and licensed to the Reseller pursuant to this Agreement. Both the Gaming Gateway and the Licensed Games constitute the Licensed Software.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Gaming Provider(s)</b>    | Third-party software providers whose games are sub-licensed by Alea and provided through the Gaming Gateway.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Go-Live Date</b>          | The Go-Live Date is the date when the Licensed Games first become available to End-Users on the Web Site(s), as specified in Article 5.1.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Gross Gaming Revenue</b>  | The Gross Gaming Revenue is the total amount of all bets wagered minus the total amount of wins made by End-Users using the Licensed Games on the Web Sites.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Licensed Games</b>        | <p>Gaming software (including any live games and/or platform) developed by Gaming Providers, provided to the Reseller through the use of the Gaming Gateway and offered to End-Users on the Reseller's and/or Third-Party Operators' Web Site(s).</p> <p>The Licensed Games are grouped in Games Packages per Gaming Provider selected by the Reseller and/or its Third-Party Operator(s). The exact list of Licensed Games included in each Games Package is notified by the Gaming Provider, through Alea, in the games release roadmap (where available) and shared by Alea with the Reseller through the API.</p> <p>Together with the Gaming Gateway, the Licensed Games constitute the Licensed Software.</p> |

|                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|--------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Licensed Software</b>       | Software licensed to the Reseller under this Agreement, which includes the Gaming Gateway and the Licensed Games. The former being owned by Alea and the latter by the Game Provider.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Net Gaming Revenue</b>      | The Net Gaming Revenue is the amount of Gross Gaming Revenue minus the actual bonus usage, capped at the Bonus Allowance, defined in Schedule 4. The Net Gaming Revenue cannot be a negative figure. Negative revenues cannot be carried over and/or set-off against other payments of whatever nature.                                                                                                                                                                                                                                                                                                                                                               |
| <b>Services</b>                | Services provided by Alea to the Reseller under this Agreement. The Services include the licensing, use, initial set-up, testing, and maintenance of the Gaming Gateway and the sub-licensing and use of the Licensed Games thereon. Additional services may be available upon request.                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Supervisory Authorities</b> | Relevant authorities in any jurisdiction in charge of the regulation, supervision, licensing or any other public mission in relation to the Business Activity and/or to the business activity of Alea.                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Third-Party Operator(s)</b> | Third-Party operator of online gaming site(s), expressly approved by Alea, to which the Reseller sublicenses the use of specific Licensed Games, as described in the relevant Games Package Schedule, for such Third-Party Operator to make them available to End-Users on its Web Site(s).                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Restricted Territories</b>  | Any jurisdiction, country, state, province, region or other political or territorial subdivision in which the Business Activity shall not be carried out and/or where the use, offering to End-Users, development, distribution, offering for sale, selling, advertising, promotion and/or any other exploitation of the Licensed Software is prohibited by law, regulations or policies. It is the Reseller's sole responsibility to assess whether the operation of its Business Activity is legal in a specific territory. The lists of Restricted Territories in Schedule 5 and, as the case may be, in the specific Games Package Addenda are purely indicative. |
| <b>Web Site(s)</b>             | Online gaming web site(s) managed by the Reseller and/or Third-Party Operator(s) and approved by Alea through which the Reseller and/or Third-Party Operator utilises the Licensed Games. The addresses of the authorised Web Site(s) are further detailed in Schedule 1.                                                                                                                                                                                                                                                                                                                                                                                             |

1.2 Unless otherwise specified: (i) any reference to a legal or regulatory provision made under this Agreement shall be deemed a reference to such legal or regulatory provision as amended, modified and/or re-enacted by competent authorities (including Supervisory Authorities), from time to time, and to any subordinate legislation made under such legal or regulatory provision, even if the amendment, modification or re-enactment occurred after the Effective Date; (ii) references to Articles, Schedules, Addenda and/or Parties are to Articles, Schedules, Addenda and/or Parties to this Agreement, respectively; (iii) any reference to a document of this Agreement in whole or in part, is a reference to such document as from time to time supplemented, modified or amended; (iv) the singular includes the plural and vice versa, and the masculine includes the feminine and the neutral genders and vice versa; (v) a person includes natural persons, firms, partnerships, companies, corporations, associations, organizations, governments, states, governmental or state agencies, foundations and trusts (in each case whether or not having separate legal personality); and (vi) writing excludes, email, SMS and similar means of communication (except where expressly stated otherwise).

1.3 In this Agreement, any phrase introduced by the words "include", "including", "includes", "without limitation" and such as are to be construed as illustrative and shall not limit the sense of the words preceding those words. The Schedules form an integral part of this Agreement. The headings used in this Agreement are for convenience only and shall not be interpreted as having any legal or other meaning.

## **2 Agreement documents**

2.1 This Agreement consists of:

- (i) The Gaming Services Agreement
- (ii) Schedule 1 – Authorised Web Sites
- (iii) Schedule 2 – Fee structure and Marketing requirements
- (iv) Schedule 3 – Confidentiality
- (v) Schedule 4A – Casino Result Calculation
- (vi) Schedule 4B – Licenced Games Term Sheet
- (vii) [Schedule 4C – Specific Game Provider Terms](#)
  - (viii) [Schedule 4C: Annex EV1 – Evolution Branded Games Terms](#)
  - (ix) [Schedule 4C: Annex EV2 – RNG Games Terms](#)
  - (x) [Schedule 4C: Annex PT1 – Playtech Progressive Jackpot Terms](#)
  - (xi) [Schedule 4C: Annex PT2 – Playtech Live Game Management](#)
  - (xii) [Schedule 4C: Annex PT3 – Playtech End User T&Cs](#)
- (xiii) Schedule 5 – Restricted Jurisdictions List
- (xiv) Schedule 6 – Service Levels
- (xv) Schedule 7 – External Client Due Diligence Questionnaire Exhibit
- (xvi) Games Package Addenda (where applicable)

2.2 In case of discrepancy between the documents referred to above, the Games Package Addenda shall prevail over the main Gaming Services Agreement, which shall prevail over the other Schedules. Notwithstanding the generality of the foregoing, the jurisdiction specific limitations deriving from the Games Package Addenda and the restrictions contained in Schedule 5 are combined and there shall be no precedence of one over the other.

2.3 This Agreement, the Schedules and any Addenda thereto constitute the entire Agreement between the Parties on all issues to which the Agreement relates. The contents of this Agreement, Schedules and Addenda (as the case may be) supersede all previous written or oral commitments and undertakings. Amendments to this Agreement shall be agreed in writing and signed by both Parties.

## **3 Licence and Services**

3.1 Alea hereby grants to the Reseller a worldwide, non-exclusive, limited, non-licensable non-assignable, non-transferable, terminable license over the Licensed Software to be used by the Reseller solely on the Web Site for the Term (defined below) and in accordance with the provisions set out in this Agreement.

3.2 Alea grants to the Reseller a worldwide, non-exclusive, limited, non-licensable, non-assignable, non-transferable, terminable right to offer specific Licensed Games (as detailed in the Term Sheet under Schedule 4 and/or in the relevant Games Package Addenda, where applicable) through its gaming platform.

3.3 The Reseller may sub-license such Licensed Games to Third-Party Operators for them to offer the Licensed Games to End-Users on their own Web Site(s).

3.4 Alea agrees and accepts that the Reseller may sub-license the use of the Licensed Software, as part of its Business Activity, to Third-Party Operators, if Alea has expressly approved in writing the Third-Party Operator and its Web Site(s) through the External Client Due Diligence Form (Schedule 7), which has been fully signed by both Parties.

3.5 For the purposes of this Article, it is expressly agreed and understood between the Parties that email communication with acknowledgement of receipt shall suffice as a valid form of notification.

3.6 Go Live of the Third-Party Operator shall only be permitted after express written approval from Alea. Non-response or silence from Alea shall not amount to permission in anyway whatsoever.

3.7 The Reseller agrees and accepts that Alea shall have the right to request any documentation on the suggested Third-Party Operator, the Web Site(s) and/or in relation to the Reseller or the Business Activity as Alea, may, at its absolute discretion, determine. The Reseller further expressly agrees that Alea may share any information contained in such documentation with the Gaming Providers in order to obtain their approval for the licensing.

3.8 Unless otherwise expressly agreed between the Parties in writing, if the Third-Party Operator is a reseller ("**Third-Party Reseller**"), the Reseller shall ensure such party neither further resells to another reseller, nor that it shall provide the Licensed Games in any Restricted Territories or Regulated Territories without local licence as per Schedule 5.

3.9 If it is discovered or known that there has been a breach of Clause 3.4, the Reseller shall pay a monthly penalty of **three percent (3%)** of its monthly GGR generated from unapproved Third-Party Operators until the Reseller ceases to provide access of the Licensed Games to such breaching Third-Party Operator or its clients. Such breach shall also give Alea right to terminate this Agreement immediately.

3.10 Alea undertakes best endeavours to reply to a written request by the Reseller for authorisation of a Third-Party Operator in no more than fifteen (15) days. In relation to the Licensed Software, the Reseller agrees to cooperate only with Third-Party Operators with a proven track record. In case the Third-Party Operator has no or has minimal track record, the Reseller undertakes to provide reasonable Due Diligence of such Third-Party Operator.

3.11 Alea also has the right to take back a given approval at any time, for reasonable motives (other than a direct integration with the Reseller's Third-Party Operator which shall not constitute a reasonable motive) and then accessed Licensed Games must be removed from the Third-Party Operator's Web Site(s). Without prejudice to the provisions contained in Article 11.3, a non-compliance with a request to terminate a Third-Party Operator's access to the Licensed Games may lead to immediate termination of the Agreement.

3.12 The sub-licensing agreement between the Reseller and Third-Party Operators shall impose on such Third-Party Operators the same obligations and requirements, saving the provisions relating to financial terms, as are imposed to the Reseller under the Agreement. Notwithstanding the foregoing, the Reseller shall remain liable towards Alea and applicable Gaming Providers, through Alea, for the operations, acts and omissions of Third-Party Operators pursuant to this Agreement as, well as for its own operations, acts and omissions.

3.13 Alea will provide the Licensed Software to the Reseller:

- (i) With reasonable skill, care and expertise; and
- (ii) In compliance with the provisions outlined in the Agreement.

Alea grants no rights to the Reseller other than those expressly specified in this Agreement. In particular, no rights of ownership or any rights other than the right to use the Licensed Software as specified in this Agreement are granted.

3.14 The Reseller hereby acknowledges and agrees that Alea owns solely and exclusively, or is duly licensed to use, any and all right, title and interest in and to the Licensed Software and any updates thereof, including any other modification, enhancement, adaptation, translation or other change of, or addition to such software, even if developed by Alea (or any third-party on its behalf) based on ideas, suggestions, specifications, demands or proposals by the Reseller, or any other third party. The Reseller irrevocably assigns to Alea, and/or the relevant Gaming Provider, through Alea, all right, title, and interest in so far as they relate to the Licensed Software.

3.15 The Reseller acknowledges and accepts that the Licensed Software has not been developed to meet the individual requirements of the Reseller, Third-Party Operators or End-Users.

3.16 The Reseller understands and agrees that all of the Licensed Games are subject to third-party licensing.

3.17 The Licensed Games will include casino standard games, casino branded/premium games, jackpot casino games and third party developed games as offered by the Gaming Provider to Alea and shared by Alea through the API. Notwithstanding anything to the contrary, Licensed Games lists are purely indicative, and their completeness, accuracy and currency are by no means warranted. The Games Packages are evolutive and subject to changes imposed by the relevant Gaming Providers, which may occur without any obligation of prior notice. The Reseller understands that not all Licensed Games provided under this Agreement may be available in all territories, languages and/or currencies which may be updated by the Gaming Provider from time to time.

3.18 Added Licensed Games shall be subject to the terms of the Agreement as if such Licensed Games had been set out herein on the Effective Date.

3.19 Alea is entitled at its discretion to cease to make available any of the Licensed Games on providing fifteen (15) days prior notice to the Reseller. Notwithstanding the foregoing, Alea will not be obliged to give any notice where Alea is required by a Gaming Provider to cease making any or all Licensed Game(s) available to the Reseller due to technical reasons such as malfunction or security breach or a regulatory requirement. In such case, Alea will not be considered to be in breach of its obligations and will incur no liability towards the Reseller. Alea shall be entitled to immediately cease availability of any of the Licensed Games without notice if the Reseller has breached any clause under this Agreement.

3.20 Cancelled

3.21 In addition, certain specific games, such as, for example, third party developed games from certain Gaming Providers, may require a separate approval from the Gaming Provider, passed through by Alea and will be subject to additional terms and conditions in the form of Games Package Addenda.

3.22 The Reseller expressly agrees to be bound by the provisions arising from Alea's agreements with Gaming Providers relating to the use of the Licensed Games, as contained in the Games Package Addenda or agreed in any other way by the Parties mutually in writing.

## **4 Support and Maintenance**

4.1 Alea shall provide customer service and support to the Reseller in relation to the Licensed Software as further detailed in Schedule 6.

4.2 The Reseller remains solely responsible for making available and providing its third-party contractual partners, including without limitation, Third-Party Operators, Intermediaries and/or End-Users with the adequate support with respect to the use of the Licensed Software on the Third-Party Operator's Web Site(s). The Reseller's support desk shall be staffed with experienced personnel who are familiar with the Licensed Software. Alea does not provide support directly to the Reseller's third-party contractual partners, including without limitation, Third-Party Operators, Intermediaries or End-Users.

4.3 Alea reserves the right to modify its support services, from time to time, at its sole discretion, after fifteen (15) days prior notice to the Reseller or upon any such notice it receives from the relevant Gaming Provider in relation to a Games Package.

4.4 A hosting and high-performance/speed broadband connection is required for the proper operation and maintenance of the Licensed Software and will be supplied by the Reseller.

4.5 During the Term of this Agreement, Alea shall pass on to the Reseller any and all modifications, updates, upgrades and enhancements of the Licensed Games as may be provided by the Gaming Provider to Alea, with reasonable notice (where possible) in order to allow the Reseller to carry out all activities required to avoid any service disruption to the Third-Party Operators and/or End-Users. All the modifications, updates and upgrades shall be considered part of the Licensed Software. In the event that Alea provides the Reseller with such modifications, updates and upgrades, the Reseller undertakes to promptly take and perform all actions required in order to successfully launch and support such changes.

4.6 The Reseller acknowledges and agrees that Gaming Providers, from time to time, may update, modify and/or upgrade the Licensed Games in their Games Package and/or any part thereof. In such case, the rendering of access to the Licensed Games or any part thereof may be suspended by the Gaming Provider. Alea shall provide the Reseller with reasonable prior notice in case access to the Licensed Games may be suspended during their update, modification, or upgrade. The notice will specify the Games to be updated, modified, or upgraded, the scheduled time and length of access suspension. In case the Reseller is duly notified with the reasonable prior notice and suspension of access does not exceed the planned time the Reseller shall have no claims and/or demands whatsoever with respect to update, modification and/or upgrade of the Licensed Games.

4.7 In the event that a Gaming Provider suspects fraud and/or money laundering, including sharing data and details about individuals, bank accounts, credit cards and other relevant information, such Gaming Provider may, but is not obligated to, freeze End-Users' requests pending investigation and take any and all further actions, including, without limitation, refusing End-Users' requests, restricting access to End-Users, and forfeiture or recovery of funds, without incurring any liability towards the Reseller, Third-Party Operators, any End-Users, Alea and/or any third party.

4.8 In the event that notwithstanding the foregoing, the Reseller and/or a Third-Party Operator shall for any reason be found liable with respect to any of the foregoing actions, the Reseller shall promptly indemnify Alea and the Gaming Provider, through Alea, for all expenses, losses and liabilities incurred by it in connection with the foregoing.

## **5 Integration and acceptance testing**

5.1 The Go-Live Date depends on the successful integration and acceptance testing of the Licensed Software by the Reseller and shall not be later than two (2) months as from the Effective Date provided

the successful integration and acceptance testing were completed properly and within a reasonable time frame.

5.2 Invoicing of the Fees shall commence as from Go-Live Date. Should the Licensed Games not be available to End-Users after the period specified in Article 5.1, Alea shall have the right to invoice a penalty of two thousand euros (2.000 EUR) per month of delay, accruing on a daily basis.

By way of example, if the Effective Date was on 01/01/2021 and the actual Go-Live only occurs on 15/04/2021, Alea shall be entitled to invoice 2.000 EUR of penalty (entire month of March) + a penalty of 1.000 EUR (15 days of the month of April) for the delay between the maximum date on which the Go Live should have occurred (01/03/2021) and the date of actual Go Live (15/04/2021).

5.3 Both Parties will use their best efforts to cooperate during the integration and testing process, as described in Alea's Integration Manual, available on Alea's website at <https://docs.aleaplay.com/>.

5.4 The Reseller will integrate the Licensed Software tightly into the Web Site(s), using full functionality of the available APIs, such that it will appear as an integral part of the Web Site(s) to the End-Users. The Reseller is responsible to ensure that the integration of the Licensed Software is conducted in accordance with the integration manual. The Reseller acknowledges Alea's right to update APIs and agrees to promptly comply with updated APIs.

## **6 Reseller's obligations**

6.1 The Reseller agrees to:

(i) Strictly comply and ensure that Third-Party Operators comply with the provisions of the Agreement, specifically the provisions applicable to advertising, territorial restrictions (Schedule 5 and the Games Package Addenda, where applicable), legal and regulatory requirements;

(ii) Exercise its rights and perform its obligations under the Agreement in accordance with any and all applicable laws, regulatory requirements and policies of all relevant jurisdictions in which it carries out the Business Activity and ensure compliance with the Agreement, any and all applicable laws, regulatory requirements and policies of all relevant jurisdictions by Third-Party Operators by way of incorporating relevant provisions into agreements with such Third-Party Operators;

(iii) Hold, maintain and comply with all the necessary licences, certificates, authorisations and consents required under the laws of all relevant jurisdictions for the conduct of its Business Activity and to monitor that Third-Party Operators hold, maintain and comply with all the necessary licences, certificates, authorisations and consents required under the laws of all relevant jurisdictions;

(iv) Offer, integrate, advertise, promote and make the Licensed Games available to End-Users and impose the same obligations (which prescribed in this Article 6 (where applicable) on Third-Party Operators;

(v) Ensure that the Licensed Games are not made available in any Restricted Territory and that no real money bet is accepted on the Web Sites(s) from any End-User:

- a) who, at the time of making the bet, is located within any of the Restricted Territories or any territory in which it is contrary to any applicable law to take such bets;
- b) who is domiciled within any of the Restricted Territories or any territory in which it is contrary to any applicable law to take such bets; or
- c) who is otherwise restricted;

(vi) Ensure the protection of young and vulnerable people in accordance with all applicable laws on the Web Site(s);

(vii) Prevent, through suitable systems and procedures, any use of the Licensed Software by End-Users located within any of the Restricted Territories or more generally any use that would be in breach of any applicable legal, regulatory or contractual condition;

- (viii) Ensure that any operational database will be physically based on operational servers outside the Restricted Territories;
- (ix) Ensure that transactions will be generated from sources based outside the Restricted Territories; and
- (x) Refrain itself and prevent third-parties from engaging in any illegal or unethical business practices, including but not limited to money laundering activities, financing of terrorism, fraud, theft of player database, etc.;
- (xi) Have in place suitable systems and procedures to prevent fraud, money laundering or financing of terrorism related directly or indirectly to the Licensed Software;
- (xii) Update the due diligence documentation provided to Alea and communicate to Alea any changes in the control of the Reseller and/or Third-Party Operators within fifteen (15) days from the occurrence of such change. Alea may request the Reseller to present to it additional due diligence documentation, from time to time. In such case, the Reseller undertakes to provide Alea with such documentation within five (5) days of receiving such request. The failure to present Alea with the requested documentation may result in the suspension or termination of this Agreement by Alea or the suspension or termination of the provision of any Games Package, without prejudice to any other right that Alea may have in terms of this Agreement and in terms of the law;
- (xiii) At all times, make any applicable game rules and other terms and conditions available to End-Users in a clear, visible and comprehensible manner;
- (xiv) On the Web Site(s), adopt and display and/or make sure that Third-Party Operators adopt and display terms of use which shall regulate their relationship with each End-User with respect to the Licensed Software (the "**EULA**"):
  - A) The EULA shall contain provisions which exclude the Gaming Provider's, Alea's and their associates, affiliates, parents and subsidiary corporations from all liabilities related to the End-User's use of the Licensed Software. End-Users acknowledge and agree that their sole recourse in relation to any complaint, dispute or claim related in any manner to the Web Site(s) (including any live casino Games and/or platform) is to the Reseller alone, as applicable;
  - B) The Reseller shall and shall make sure that all Third-Party Operators require all End-Users to either accept or reject the terms and conditions of the EULA and, in the event an End-User rejects the EULA, such End-User shall not be permitted to use the Licensed Software at any time and shall be completely blocked by the Reseller and/or the Third-Party Operator, as the case may be, from such use.
  - C) The Reseller shall also ensure that the EULA complies with the material requirements, if any, of the jurisdiction(s) which has/have issued the Reseller 's and/or Third-Party Operator's online gaming license(s);
- (xv) If it becomes apparent that an End-User is located in any Restricted Territory, or if the Reseller becomes aware of any suspected access by an End-User from a Restricted Territory or a potential access or potential breach in connection with the Restricted Territory, the Reseller undertakes to immediately notify Alea, of the same, by telephone and in writing, with all known identification, transaction and technical details. In such event, or if Alea becomes aware of the same and has notified the Reseller thereof, the Reseller shall immediately suspend such End-Users account and freeze the funds therein all in accordance with the applicable laws. The Reseller shall inform Alea, of said suspension and update Alea, on an on-going basis of all related actions taken in respect of the matter, including without limitation, all action taken in order to verify the actual location of the End-User and measures implemented to prevent reoccurrence of such access.

6.2 Without prejudice to any of the above, the Reseller will not, and ensures (by implementing reasonable technical and legal measures) that any Intermediary (defined below in Article 6.3), Third-Party Operator, or End-User will not:

- (i) Copy, modify, distribute, redistribute, sell, lease, assign, transfer, trade, rent, sub-license or publish the Licensed Software, whether in full or in part, to any third party except with the prior written authorisation of Alea; or
- (ii) Download or make any copies of the Licensed Software; or
- (iii) Disassemble, reverse engineer, decompile or attempt or allow any other person to disassemble, reverse engineer or decompile any copies of the Licensed Software, whether in part or in full or use the Licensed Software to design software with similar or competitive functionality; or generally
- (iv) Use the Licensed Software for any purpose except in the course of the Business Activity and/or use the Licensed Software in any manner which could be reasonably deemed to be detrimental to Alea or a Gaming Provider.

6.3 Alea agrees that the Reseller may enter into agreements with third parties which shall act as intermediaries, white-labels or skins (hereinafter the “**Intermediary**”) of the Reseller if expressly authorised in writing by Alea. The Reseller agrees and accepts that Alea shall have the right to request any documentation on the said Intermediary as Alea, may, at its absolute discretion, determine. Alea undertakes best endeavours to reply to a written request by the Reseller for authorisation of an Intermediary in no more than fifteen (15) days. In relation to the Licensed Software, the Reseller agrees to cooperate only with Intermediaries with a proven track record. The Reseller will impose on any Intermediary restrictions and obligations deriving from this Agreement as specified in Article 6.1.

## 7 Legal and regulatory requirements

7.1 The Parties acknowledge and agree that the upholding of the software gaming licenses is of utmost importance for Alea and the Gaming Providers respectively, and for the provision of the Services hereunder. In addition, Alea and the Gaming Providers are highly dependent on trust from their customers and value their reputation in the market. Further, Alea and the Gaming Providers are subject to regulatory requirements from Supervisory Authorities. The Reseller shall therefore adhere to certain principles and requirements are set out below:

7.2 The Reseller shall not engage and shall ensure that Third-Party Operators shall not engage in any act or omission which will adversely affect Alea’s and/or the Gaming Providers’ reputation and or their compliance with law or regulatory requirements, irrespective of whether in relation to this Agreement, any gaming license or otherwise.

7.3 The Reseller shall at all times monitor that Third-Party Operators shall at all times, hold a current valid gaming license in the jurisdiction where the Reseller or Third-Party Operator conducts its Business Activity. The Reseller shall perform its obligations hereunder in accordance with regulatory requirements and applicable laws and monitor that Third-Party Operators perform their obligations hereunder in accordance with regulatory requirements and applicable laws. In case of changes to the regulatory requirements or applicable laws applying to Alea and/or the Gaming Providers (with regard to the gaming license or otherwise) after the Effective Date, the Services and/or marketing requirements (detailed in Schedule 2) shall be changed accordingly. The Reseller will not be entitled to compensation for any change resulting out of a change of regulatory requirement or change of applicable law.

7.4 The Parties will ensure their own compliance with applicable laws and regulatory requirements in performing their obligations under this Agreement. The Reseller acknowledges that it may itself become directly subject to regulatory requirements or other legal requirements in other jurisdictions than where it is incorporated. In such cases, the Reseller and/or Third-Party Operators will obtain all relevant approvals or authorisations (if any) from the relevant Supervisory Authorities without any cost implications for Alea and/or the Gaming Providers.

7.5 Alea has no obligation to notify the Reseller if Alea becomes aware of changes in regulatory requirements, which the Reseller is directly subject to and which affect the Business Activity.

7.6 The Reseller shall deal with all Supervisory Authorities or other public authorities in an open and cooperative fashion, whether or not such authorities are supervising the Reseller, the Third-Party Operator, Alea or a Gaming Provider, and whether or not such authorities are based in another jurisdiction than the Reseller. All requests or enquiries from Supervisory Authorities regarding the Services or otherwise directly or indirectly related to Alea's and/or the Gaming Providers' business shall be directed to Alea without any undue delay. All information sent and contact made by the Reseller to Supervisory Authorities, in relation to the Agreement and/or the Services, shall be approved by Alea in advance.

7.7 For the avoidance of doubt, non-compliance by the Reseller with the provisions set out in this Article 7 shall constitute a breach of the Reseller's obligations under this Agreement.

## 8 Fees

8.1 **Platform Fee:** The Platform Fee shall be listed under Schedule 4B.

8.2 **Licensed Games Fee** For the use of the Licensed Games, the Reseller shall pay to Alea a fixed percentage of the Casino Result (defined under Schedule 4A). The percentage varies depending on the type of Licensed Game within the Games Package and on the Gaming Provider selected, as specified in the Term Sheet in Schedule 4B and in the Games Package Addenda, as the case may be.

8.3 **Revision** – The Reseller agrees and accepts that Alea has the right, at its sole discretion to revise the applicable Fees, from time to time, by giving thirty (30) days prior written notice to the Reseller. In such case, the Reseller shall have the option to terminate this Agreement by giving written notice to this effect to Alea within thirty (30) days of receiving written notification from Alea.

8.4 **Invoicing and payment** – Alea shall invoice the Reseller the Fees on a monthly basis. The Reseller agrees to pay the invoices within fifteen (15) days of the receipt of the invoice. All payments under this Agreement are to be made in EUR.

8.5 **Payment default** – Should the Reseller fail to make any payment in full of any amounts due under this Agreement on their due date, then, without limiting any of Alea's other rights and remedies available under applicable law or this Agreement, Alea may immediately by giving a written notice to the Reseller, suspend the rights and Services granted to the Reseller and/ or terminate this Agreement, without any liability on its part. In addition, a late payment interest at the higher of either (i) a rate of eight percent (8%) per annum or (ii) the highest rate permitted by applicable law, shall be charged on all amounts due and outstanding, accruing on a daily basis from the due date until the date of actual full and complete payment, whether before or after judgment, and compounded monthly.

8.6 **Audit** – Alea and/or any Gaming Provider may, at any time during the License Term, on reasonable prior notice to the Reseller:

### a. Inspection

1. Inspect, either in person or by means of remote access, the Reseller's and/or Third-Party Operator's Web Site, or any other online facilities on which the Licensed Software is installed, or which Alea reasonably believes it might be installed; in connection herewith, the Reseller undertakes to ensure that Alea and/or the relevant Gaming Provider shall have remote access to conduct its inspections, as reasonably required by Alea and/or the Gaming Provider; and

2. Inspect and audit the Reseller's and/or Third-Party Operator's books, accounting records, facilities or procedures in order to verify that the Reseller's and/or Third-Party Operator's use of the Licensed Software is in accordance with this Agreement and that reports, and payments have been made in compliance with the provisions of this Agreement.

For the purposed of this Article 8.6, it is expressly agreed and understood between the Parties that any inspection and auditing rights of a given Gaming Provider shall be limited to such facilities, documents and records relating to the Licensed Games of the Gaming Provider conducting the audit or inspection.

**b. Costs**

Any such inspection or audit shall be at the cost of Alea and/or the relevant Gaming Provider. However, should Alea and/or a Gaming Provider thereby discover any errors, omissions or other non-compliance with the provisions of this Agreement by the Reseller and/or Third-Party Operator and detrimental to Alea and/or the Gaming Provider, then, without prejudice to any other rights which Alea and/or the Gaming Provider, through Alea, may have in respect of such errors, omissions or non-compliances, the Reseller agrees to cover the costs of the audit or inspection and to immediately pay to Alea the relevant outstanding Fees plus an additional penalty of twenty-five (25%) percent of the applicable unpaid Fees, for the period so audited as liquidated damages.

**8.7 Protected Term** – The Reseller agrees and accepts that, for a period of three (3) months as from the Go-Live Date, it shall not license or in any other way obtain, either directly or indirectly, any of the Licensed Games through third-parties, including, without limitation any Gaming Provider or any other distributors of such games (the "**Protected Term**"). In case of breach, the Reseller shall pay to Alea, on a monthly basis and until expiry of the Protected Term or any remainder of the Protected Term, a monthly commission fee equal to two percent (2%) of the GGR generated by the Reseller and/or any Third-Party Operator out of the use of the Licensed Games licensed through the third-party provider (the "Commission Fee"). For the avoidance of doubt, the Reseller shall not be obliged to compensate any further damages in relation to a breach of Article 8.7 and the payment of the Commission Fee shall settle any and all claims which may arise in relation thereto. In the event of termination of this Agreement prior to the expiration of the specified three (3) months term, the Protected Period shall end on the last day of the Agreement.

**8.8** If the Reseller's obligation to pay the Commission Fee arises, the Reseller shall provide Alea with access to its back-office data related to the use of the Licensed Games in order to credibly verify the amount Commission Fee to be paid.

**8.9** Without prejudice to any other provision of this Agreement, it is expressly agreed and understood between the Parties that the provisions in Articles 8.7 and 8.8 shall survive the termination of this Agreement for the remainder of the Protected Term before the termination occurred.

**9 Liability and warranties**

**9.1** The Reseller will be held directly liable for any of its acts or omissions performed under and/or in breach of this Agreement.

**9.2** Save to the issues originating from the Licensed Software malfunction, the Reseller shall be solely and exclusively liable and responsible for any End-User complaint and/or dispute, howsoever arising and shall defend and indemnify Alea and/or Game Providers from and against any and all claims brought against Alea and/or Game Providers by End-Users related in any manner to the Reseller's Business Activity and offer of online gaming services (including any live casino Games and/or platform) to such End-Users.

**9.3** The Reseller is exclusively responsible for all activities, liabilities and costs relating to the Business Activity. The Reseller is responsible for the day-to-day operational activities relating to the Business Activity, including but not limited to, marketing, customer support, player identification, AML and

fraud screening, payment management, etc. It is understood that the Reseller is solely responsible for setting up a payment solution enabling the transfer of funds and data via the Licensed Software and is thereby also solely responsible for any and all payments to End-Users.

9.4 Notwithstanding the generality of the above, the Reseller agrees and understands that it is in particular responsible for any use of the Licensed Software, including without limitation:

- a. any costs, obligations and liabilities associated with the use and distribution of the Licensed Games to Third-Party Operators or End-Users;
- b. any monies payable to or receivable from any End-User in respect of that End-User's utilisation of the Licensed Games;
- c. any fault, error or malfunction in the Licensed Software (or any part thereof) caused by or attributable to any failure or error in any hardware or software of the Reseller, Third-Party Operator or any Intermediary, which results in monies being paid out incorrectly to End-Users as winnings (whether the amount of winnings is incorrect, or winnings are paid when not in fact due).
- d. any term or condition in any agreement between the Reseller and a Third-Party Operator and/or an Intermediary and/or an End-User inconsistent with the Agreement;
- e. any claim brought against Alea and/or the Gaming Provider by any End-User, Third-Party Operator, Intermediary, Supervisory Authority or other third party, save for where directly caused by Alea's breach of the Agreement.

9.5 The Reseller agrees to defend, hold harmless, and indemnify Alea from and against all claims, costs, damages and liabilities, including any payment due to the End-Users and/or Third-Party Operators and/or Intermediaries, arising from the performance or related to a breach of this Agreement.

9.6 The Reseller further acknowledges and agrees that:

- a. Alea does not warrant that the Licensed Software will be uninterrupted, error-free, or fully secure against viruses, network intrusions, or other security breaches. However, Alea shall use all reasonable efforts consistent with industry standards to ensure the Licensed Software's availability, security, and performance. In the event of a material defect, interruption, or security breach that substantially impairs the Reseller's ability to operate, the Reseller shall be entitled to notify Alea in writing. If such issue is not resolved within ten (10) business days of Alea's receipt of such notice, the Reseller may, without prejudice to any other rights or remedies, suspend use of the affected services and/or request a pro rata reduction in any applicable fees for the period during which the Licensed Software was materially impaired.
- b. The Licensed Software is provided on an "AS IS" basis, without any warranty of merchantability or fitness for a particular purpose or any warranty of any results of use;
- c. Notwithstanding anything to the contrary in this Agreement, Alea will not be liable for any defect to the extent it results from any of these points:
  - Use of the Licensed Software otherwise than in accordance with the Agreement, instructions, and/or any contractual restrictions,
  - Modification, customisation, implementation, installation, alteration or enhancement of the Licensed Software not explicitly authorised in writing and in advance by Alea;
  - Failure of electric power or environmental control systems, or
  - Failure of hardware or software not supplied by Alea or by any third party provider selected by the Alea.

9.7 Alea will have no liability to the extent the failures are caused or contributed to by the Reseller's breach or failure to comply with the Agreement.

9.8 The Reseller understands that the Licensed Software is subject to third-party licensing from the Gaming Providers. Any and all representations or warranties relating to intellectual property right infringements and/or errors or malfunctions in the Licensed Software are subject to Alea's agreements with the relevant Gaming Providers. The Reseller shall agree to all warranties required by the Gaming Providers in relation to the Licensed Games as long as such warranties are incorporated into this Agreement. Notwithstanding the foregoing, the Reseller acknowledges and agrees, and shall cause its Third-Party Operators to acknowledge and agree, that they have no right of action against any Gaming Provider and any action the Reseller may wish to bring in relation to the Licensed Games shall be through Alea as its contracting counterparty.

9.9 The Reseller shall co-operate and shall cause its Third-Party Operators to cooperate with Alea and the Gaming Providers in all matters relating to the Licensed Software and provide all reasonably required data and access (including where required for a Gaming Provider to fulfil its legal and regulatory obligations).

9.10 Alea warrants that:

- (i) It is the proprietor of all rights, licenses, authorisations, and permits to license, market, promote, advertise, use and offer the Licensed Software worldwide, except for the Restricted Jurisdictions;
- (ii) It has the right to license the Licensed Software to the Reseller in accordance with this Agreement.
- (iii) To Alea's best knowledge, the Licensed Software does not infringe the copyright or trademark of any third-party;
- (iv) If a claim is being made against the Reseller that the intellectual property rights in relation to the Licensed Software have been breached, provided that the Reseller promptly notified Alea in writing of such claim and collaborated with Alea throughout the process, Alea – at its sole option and expense – shall have to:
  - 1. Use its best efforts to procure for the Reseller the right to continue using the Licensed Software,
  - 2. Request the relevant Gaming Providers to modify the Licensed Software so that it becomes non-infringing, or
  - 3. Use its best efforts to procure a replacement product that has substantially the same functionality.

9.11 Except as provided in Article 10 hereunder (**Erroneous Winnings**), in the event of any breach of Alea's warranties in respect of the Licensed Software the Reseller's sole remedy and Alea's only obligation and liability to the Reseller will be for Alea to replace or repair, or, as the case may be, request the Gaming Provider to replace or repair, the Licensed Games in question.

9.12 Save as set out in this Agreement, all other warranties, conditions and other terms whether express or implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement by Alea towards the Reseller, Third-Party Operators, End-Users, Intermediaries and/or any other person claiming through or on behalf of the Reseller. THE WARRANTIES PROVIDED BY ALEA AS SET FORTH IN THIS ARTICLE 9 ARE THE SOLE AND EXCLUSIVE WARRANTIES PERTAINING TO THE LICENSED SOFTWARE AND RIGHTS LICENSED HEREUNDER AND NO OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE GRANTED BY ALEA.

## 10 Erroneous Winnings and Big Win Notification process

10.1 For the purposes of this Article 10, "**Erroneous Winning(s)**" means a payment to an End-User of winnings as a result of a malfunction of a Licensed Game, and solely to the extent determined in accordance with the "**Big Win Notification process**" (as defined below).

10.2 "**Big Win**" means a winning, award, credit or any other advantage notified to an End-User resulting from the use of a Licensed Game which either exceeds the amount of ten thousand euros (10.000 EUR) or a single win or a series of winnings that, acting reasonably, would identify an unregular gambling pattern or, be deemed to be due to a defect or error in a Licensed Game which may result in an Erroneous Winning.

10.3 The Reseller shall notify to Alea, and shall cause its Third-Party Operators to notify to it, any Big Win immediately, through the back-office of the Gaming Gateway where possible, upon the Reseller's discovery thereof (but no later than three (3) business days after such discovery) and prior to any payment to an End-User of such Big Win, in order for the Reseller to determine, in cooperation with the relevant Gaming Provider, whether the Big Win reported is due to a malfunction in a Licensed Game, and has resulted in the award of Erroneous Winnings ("**Big Win Notification**").

10.4 Within three (3) business days as from the receipt of a Big Win Notification, the Reseller shall receive through Alea, where possible, in the back-office of the Gaming Gateway, a confirmation whether or not the Big Win was a result of an Erroneous Winning and be provided with the Gaming Provider's approval or disapproval of any payment of the Big Win to the End-User (the "**Approval**" or "**Disapproval**", respectively).

10.5 Notwithstanding the foregoing, neither the Gaming Provider, nor Alea, shall be liable for any such Erroneous Winning to the extent that: (i) the Reseller has failed to inform Alea of any suspected defect or error which may result in such Erroneous Winning upon becoming aware of such defect and/or error, whether or not such failure is due to a lack of notification by a Third-Party Operator; (ii) the Reseller and/or Third-Party Operator have failed to mitigate their losses, including without limitation, by including applicable provisions in its terms and conditions towards End-Users; or (iii) the Reseller has failed to inform Alea of any such Erroneous Winning, suspected defect or error which may result in such erroneous payment upon becoming aware of such defect and/or error, whether or not such failure was imputable to the actions or omissions of a Third-Party Operator.

10.6 The Reseller expressly agrees and understands that the Gaming Provider's total aggregate liability for game errors are as passed through by Alea to the Reseller, subject to Alea's agreement with the respective Gaming Provider.

10.7 Notwithstanding the foregoing, Alea and/or a Gaming Provider shall not be liable for any payment of Erroneous Winnings to the extent that (i) such funds have been withdrawn by the End-User from its account and were accessible to the Reseller and/or the Third-Party Operator upon becoming aware of the Erroneous Winning; or (ii) the Reseller and/or Third-Party Operator could have, using all reasonable endeavours, prevented such erroneous payment or mitigated their losses including, without limitation, through adequate provisions in the Reseller's and/or Third-Party Operator's terms and conditions; or (iii) the Reseller has failed to timely provide Alea with a Big Win Notification, whether or not such failure was due to the actions or omissions of the Third-Party Operator.

10.8 Notwithstanding anything herein, in the event of an actual Erroneous Winning or where either Party believes that an Erroneous Winning may have occurred, the Reseller and the Third-Party Operators shall mitigate their losses, including (to the extent possible) by suspending or removing from play any such Licensed Game immediately after becoming aware of, or being notified of, any suspected or actual malfunction.

10.9 Nothing in this Article 10 shall be deemed to limit any Party's or the Gaming Provider's right to pursue any other remedy it may have in connection hereof, either in contract, law and/or equity.

## **11 Limitation of liability**

11.1 Either Party will not, in any circumstances, have any liability for any losses which may be suffered by the other Party (or any person claiming under or through the Party), whether the same arise in contract, tort (including negligence) or otherwise howsoever, which fall within any of the following categories:

- Loss of profits,
- Loss of anticipated savings,
- Loss of business opportunity,
- Loss of use,
- Loss of goodwill or any reputational damage,
- Loss or corruption of data, or
- Any special, indirect or consequential loss (even if such Party was aware of the circumstances in which such special, indirect or consequential loss could arise).

11.2 Subject to this Article 11, the total aggregate liability of Alea, whether in contract, tort (including negligence) or otherwise and whether in connection with this Agreement or for any related cause, will be limited to the actual damage incurred by the Reseller and will in no circumstances exceed a sum equal to the lesser of either 1) the total Fees Alea received from the Reseller, in the twelve (12) months preceding the date on which the claim arose, or 2) the total amount of fifty thousand euros (50.000 EUR).

11.3 Subject to this Article 11, the total aggregate liability of Reseller, whether in contract, tort (including negligence) or otherwise and whether in connection with this Agreement or for any related cause, will be limited to the actual damage incurred by Alea and will in no circumstances exceed a sum equal to the lesser of either 1) the total Fees Alea received from the Reseller, in the twelve (12) months preceding the date on which the claim arose, or 2) the total amount of two hundred fifty thousand euros (250.000 EUR).

11.4 The exclusions in this Article 11 will apply to the fullest extent permissible at law, but nothing in this Agreement shall exclude liability for:

- Death or personal injury caused by a Party's own negligence or that of its officers, employees, contractors, Intermediaries, End-Users or agents,
- A Party's fraud or fraudulent misinterpretation, or
- The Reseller's liability towards Alea arising out of or in connection with a breach of its regulatory compliance obligations,
- Any other liability which may not be excluded by law.

## **12 Term and Termination**

12.1 This Agreement enters into force on the Effective Date and remains in effect for an undetermined period, unless it is terminated by mutual agreement or in accordance with the terms of this Article 12.

12.2 Either of the Parties may terminate this Agreement by giving the other Party at least three (3) months prior notice in writing.

12.3 Without prejudice to any other rights or remedies available under this Agreement or under applicable law, the Parties have the right, at any time, to terminate this Agreement by written notice to the other Party and without further formality upon:

- a. A breach by any Party in the performance of the provisions of this Agreement, provided such breach is not cured within fifteen (15) calendar days following receipt by the defaulting Party of a written notice from the non-defaulting Party to remedy such breach;
- b. The insolvency of any Party;
- c. The execution of an assignment by any Party for the benefit of its creditors;
- d. The dissolution, winding up or cessation of business, receivership, bankruptcy or similar proceedings in relation to a Party.

12.4 Alea may immediately terminate this Agreement in full or in part upon giving written notice to the Reseller, if:

- a. The Reseller, Third-Party Operator, Intermediary uses, or attempts to use, the Licensed Software in any manner or form that is illegal, or that it is reasonably likely, in the sole opinion of Alea, to bring the Licensed Software or Gaming Providers into disrepute, or have a material adverse effect on the goodwill of Alea and/or the Gaming Providers;
- b. In the event the Reseller fails to pay any undisputed Fees when due after issuance of a written reminder by Alea to the Reseller at least fifteen (15) days prior to the termination being effective.
- c. Any license agreement relating to the Licensed Software entered into with a third-party licensor, including Gaming Providers, has been terminated for any reason whatsoever, provided however, that in that case the present Agreement will be terminated only in part of or in respect of the services and license ceased by a corresponding third-party licensor.

12.5 In the event of termination of this Agreement for any reason, neither Party shall be released from the obligation to make payment of any amounts accrued up to the date of expiry or effective date of termination.

12.6 Upon termination for any reason, Alea will terminate access to the Licensed Software on the Web Site(s) and the Reseller will, within three (3) days of such expiration or termination, remove and cease any and all use of the Licensed Software. The Reseller must promptly return to Alea all of the documentation of the Licensed Software and all intellectual property rights licensed, supplied or delivered by Alea to the Reseller pursuant to this Agreement and all copies of the whole or any part of the Licensed Software, must be returned, or if requested by Alea, destroyed.

12.7 The provisions of Schedule 3 (**Confidentiality**), Article 11 (**Limitation of liability**) and Article 14.6 (**Governing law and jurisdiction**) shall survive the termination of the Agreement.

### **13 Intellectual Property Rights**

13.1 The Reseller or any of its Third-Party Operators, Intermediaries or End-Users will have no intellectual property rights in the Licensed Software.

13.2 This Agreement will not operate as an assignment to either Party of any copyright, database right, registered design, trademark or other proprietary right (intellectual property right or otherwise) belonging to the other Party and each Party will retain the ownership of or other interest in any such copyright, registered design, trademark or other proprietary or intellectual property right to which that Party may be entitled.

13.3 Neither Party will use the trademark, marks and logos of the other Party except as expressly provided herein or in any manner likely to negate, impair or dilute any of the rights of the other Party, nor

use the trademark, marks or logos in any manner likely to affect the validity or distinctiveness of such marks.

13.4 The Reseller shall promptly bring to the attention of Alea any information it shall have regarding the improper or wrongful use of the Licensed Software, or Alea's and/or Gaming Provider's name, logo or other intellectual property rights, or any information which is or may be material in relation to the support of the Licensed Software. The Reseller will use reasonable endeavours to prevent any infringement of the intellectual property rights in the Licensed Software.

13.5 The Reseller will further take all such steps as Alea may reasonably require assisting Alea and/or the Gaming Provider in maintaining the validity and enforceability of their respective intellectual property rights.

13.6 THE Reseller UNDERSTANDS AND ACCEPTS THAT ANY USE OR DISCLOSURE OF THE LICENSED SOFTWARE, OR OF ITS ALGORITHMS, PROTOCOLS OR INTERFACES, OTHER THAN IN STRICT ACCORDANCE WITH THIS AGREEMENT, SHALL BE A VIOLATION OF ALEA'S, GAMING PROVIDER'S OR OTHER THIRD-PARTIES', AS THE CASE MAY BE, COPYRIGHT, PATENT, TRADE SECRET OR OTHER RIGHTS AND MAY BE SUBJECT TO CIVIL AND/OR CRIMINAL ACTION IN MULTIPLE JURISDICTIONS.

## 14 General

**Notices** – All notices to be given by either Party under this Agreement are made in writing and sent to the following addresses:

|                        | ALEA                                                                         | RESELLER                                                                                                                                                                                                                         |
|------------------------|------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Contact person:</b> | Games Manager                                                                | Casino Manager                                                                                                                                                                                                                   |
| <b>Address:</b>        | eMoore N.V.<br>Groot Kwartierweg 10, Livestrong<br>Building, Curaçao         | Emancipatie Boulevard, Dominico F. "Don"<br>Martina 31, Willemstad, Curaçao                                                                                                                                                      |
| <b>Email:</b>          | <a href="mailto:account-management@alea.com">account-management@alea.com</a> | <a href="mailto:gaming@betterix.com">gaming@betterix.com</a><br><a href="mailto:anna.khachatryan@betterix.com">anna.khachatryan@betterix.com</a><br><a href="mailto:legal@emanagement-group.com">legal@emanagement-group.com</a> |

14.1 **Force majeure** – Neither Party will be liable to the other in respect of anything which, apart from this provision, may constitute a breach of this Agreement arising by reason of force majeure, namely circumstances beyond the control of either Party which shall include (without limitation) acts of God, perils of the sea or air, fire, flood, drought, explosion, sabotage, accident, embargo, riot, civil commotion or civil authority, including acts of local government and parliamentary authority.

14.2 **Assignment** – The Reseller may not assign this Agreement, by operation of law or otherwise. Alea may assign or sub-contract this Agreement by notice in writing to the Reseller.

14.3 **Relationship of the Parties** – Nothing contained in this Agreement, nor any action taken by any Party to this Agreement, can be deemed to constitute either Party, or any of such Party's employees, agents, or representatives, an employee, or legal representative of the other Party, nor create any

partnership, joint venture, or association among or between the Parties, nor confer on either Party any express or implied right, power or authority to enter into any agreement or commitment on behalf of, nor impose any obligation upon, the other Party.

**14.4 Severability** – Whenever possible, each provision of this Agreement must be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, such provision will be ineffective only to the extent of such invalidity, or unenforceability, without invalidating the remainder of this Agreement.

**14.5 No waiver** – No waiver will be implied from conduct or failure to enforce any rights. Waivers must be given in writing to be effective.

**14.6 Governing law and jurisdiction** - The Agreement shall be governed and construed in accordance with the laws of Curacao and both Parties warrant to comply with the laws of Curaçao. Any dispute, controversy or claim deriving from or in conjunction with this Agreement, or a breach, termination or invalidity thereof, shall be exclusively settled by the courts of law in Curaçao.

**14.7 Amendments** – Amendments to this Agreement must be agreed in writing and signed by both Parties.

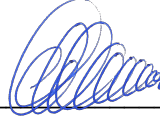
The Agreement and all of its five Schedules has been executed in two (2) original counterparts of which each of the Parties has received one.

#### EXECUTED

Signed for and on behalf of  
**ALEA OVERSEAS N.V.**

Signed for and on behalf of  
**THE RESELLER**

Signature: C. Drommond, Proxy holder eMoore N.V.

Signature:  

Name: C. Drommond

Name: Annesol Melaria / Bryon Finies

Title: Proxy holder eMoore N.V.  
(Managing Director)

Title: Proxy holders A to  
e-Management N.V.  
(Managing Director)

Date: 19/11/25

Date: 19 November 2025

**Schedule 1**  
**Authorised Web Sites**

For the purposes of the Agreement, the following online gaming web site(s) managed by the Reseller have been approved by Alea for the use of the Licensed Software. The list below may be amended by the Parties from time to time.

allstarcasino.com

[letsgocasino.net](http://letsgocasino.net)

[letsgocasino.com](http://letsgocasino.com)

For the purposes of the Agreement, the following online gaming web site(s) managed by Third-Party Operator's have been approved by Alea for the use of the Licensed Games.

NOT APPLICABLE

Any new Third-Party Operator and Web Site to whom or on which the Reseller is desirous of making the Licensed Games available may be added to the above list further to the prior approval of Alea.

NOT APPLICABLE

Signed for and on behalf of  
**ALEA OVERSEAS N.V.**

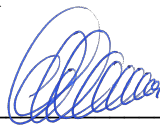
Signature: C. Drommond, Proxy holder eMoore N.V.

Name: C. Drommond

Title: Proxy holder eMoore N.V  
(Managing Director)

Date: 19/11/25

Signed for and on behalf of  
**THE RESELLER**

Signature:  

Name: Annesol Melaria / Bryon Finies

Title: Proxy holders A to  
e-Management N.V.  
(Managing Director)

Date: 19 November 2025

## Schedule 2 Marketing requirements

1. The Reseller agrees and shall cause its Third-Party Operators to agree to comply with any and all marketing requirements imposed by the specific Gaming Providers and passed on separately by Alea to the Reseller from time to time, as required by the relevant Gaming Provider.
2. The Reseller agrees and shall cause its Third-Party Operators to agree not to make any announcements or press releases with regard to this Agreement or the Reseller's relationship with Alea and/or any Gaming Provider without the prior written consent of Alea.
3. Deliberate violation of paragraph 2 provisions by the Reseller and/or any Third-Party Operator will constitute grounds for immediate termination of this Agreement by Alea, without liability on its part and without prejudice to any of its other rights arising in terms of this Agreement and at law.
4. The Reseller will use its best efforts to proactively market the Licensed Games through the Web Site and any additional relevant media and shall cause its Third-Party Operators to do the same.
5. Marketing will start no later than 3 days after the Go-Live Date and continue regularly until termination of the Agreement.
6. Additional marketing requirements may be set out in the Games Package Addenda.
7. The Reseller warrants, represents and undertakes to Alea, and shall cause its Third-Party Operators to warrant, represent and undertake that any promotions or advertisements offered by them as part of, or in connection with, the Licensed Software comply with all applicable law, codes of practice and regulations including any regulation or code of practice relating to advertising.

Signed for and on behalf of  
**ALEA OVERSEAS N.V.**

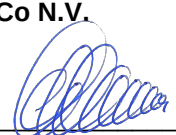
Signature: C. Drommond, Proxy holder eMoore N.V.

Name: C. Drommond

Title: Proxy holder eMoore N.V.  
(Managing Director)

Date: 19/11/25

Signed for and on behalf of  
**Progress Path Co N.V.**

Signature:  

Name: Annesol Melaria / Bryon Finies

Title: Proxy holders A to  
e-Management N.V.  
(Managing Director)

Date: 19 November 2025

### **Schedule 3** **Confidentiality**

**1.** For the purposes of the Agreement, "Confidential Information" means any information which is confidential by nature including but not limited to:

**a.** Any and all information concerning the Parties, their technology and their related End-Users/licensors/Intermediaries and/or other services providers, including but not limited to any information such as trade secrets, correspondences, notes, reports and data relating to their business, their strategic and business planning, information regarding their current or future products or services, information regarding the Parties' contracts with third-parties;

**b.** All drawings, formulae, specifications, books, software, manuals, daily reports, minutes of meetings, journals and accounts, business, trade and manufacturing secrets, oral or written data, whether concerning the business, methods, processes, techniques, products or equipment of the Parties or related End-Users, licensors, Intermediaries or other services providers, their parent company, subsidiaries, branch offices.

**2.** The Parties acknowledge that in the course of carrying out, performing and fulfilling their obligations under the Agreement, they will have access to, will create and will be entrusted with Confidential Information the disclosure of any of which to competitors of the Parties or any third-party or to the general public, would be highly detrimental to the interests of the Parties and/or and their related End-Users/ licensors /Intermediaries and other services providers.

**3.** Except for any prior specific authorisation by the other Party, the Parties undertake to keep strictly confidential all Confidential Information and not to divulge to any person or entity or to use for their own purposes all or part of the Confidential Information, both for the duration of this Agreement and afterwards for a period of five (5) years, except as may be required in the course of carrying out their duties under this Agreement, or as required by order of a court having competent Jurisdiction, or of a competent Authority.

**4.** Confidential Information shall only be kept at the Parties' offices or in computers of the Parties. The Parties shall take all reasonable measures to ensure the confidentiality and security of the Confidential Information, especially where such Confidential Information is located in computers of Alea.

**5.** The Parties further agree to restrict the disclosure of Confidential Information solely to those of their employees, consultants or Intermediaries with a need to know, and will advise in writing those of their employees, consultants or Intermediaries to whom the Confidential Information is disclosed of their obligations under this Agreement with respect to the Confidential Information. The Parties shall be responsible and liable for any breach of confidentiality.

**6.** The provisions of Schedule 3 shall not apply to any information which:

**a.** Was in the public domain prior to the date of coming into force of the Agreement or entered the public domain after that date through no wrongful act or default of the receiving Party;

**b.** Becomes publicly known by publication or otherwise ceases to be secret or confidential through no act or omission of the receiving Party;

**c.** Is already known to or in the possession of the receiving Party free of any obligation to keep it confidential at the time of disclosure, as shall be demonstrated in writing by the receiving Party;

**d.** Is acquired without a confidentiality undertaking by either Party from a third-party who was not under an obligation to the disclosing Party not to disclose such information;

- e. Has been approved for release by prior written authorization of the disclosing Party;
  - f. Has been disclosed pursuant to a duty under applicable law, provided however, that in such an event, as soon as practical after receiving the order or requirement of a court, administrative agency, Supervisory Authority or other governmental body, the receiving Party will give the disclosing Party a written notice of such order or requirement and in any event such notice will be prior to the disclosure of such information;
  - g. The receiving Party can demonstrate in writing that it was developed by the receiving Party completely independently of, and without use or reference to, the information disclosed by the disclosing Party.
7. The Parties agree to return all Confidential Information made available hereunder, including copies thereof, to the disclosing Party or to destroy all Confidential Information at the termination of the Agreement for any reason whatsoever or upon reasonably justified written request of the disclosing Party.

Signed for and on behalf of  
**ALEA OVERSEAS N.V.**

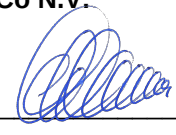
Signature: C. Drommond, Proxy holder eMoore N.V.

Name: C. Drommond

Title: Proxy holder eMoore N.V.  
(Managing Director)

Date: 19/11/25

Signed for and on behalf of  
**Progress Path Co N.V.**

Signature:  

Name: Annesol Melaria / Bryon Finies

Title: Proxy holders A to  
e-Management N.V.  
(Managing Director)

Date: 19 November 2025

## Schedule 4A – Casino Result Calculation

The Casino Result shall be calculated as follows:

$$\text{Casino Result} = \text{Bets less Win less Bonus Allowance less Jackpot Changes}$$

Alea's administration system shall be used to determine the Casino Result.

The documentary evidence must be provided to Alea in terms of the definitions of Bonus Allowance and Gaming Tax together in one single email.

### DEFINITIONS

**“Bets”**: the total and aggregated amount of the combined real money bets by End-User on each, any and all of the Licensed Games each relevant calendar month.

**“Win”**: the total amount of real money won by End-Users using the Licensed Games each relevant calendar month.

**“Gross Gaming Revenue” also “GGR”**: is the **total Bets minus the total Wins** by End-Users using the Licensed Games on the Web Sites.

**“Bonus Allowance”**: In relation to the Licensed Games from Gaming Providers offering the right to deduct a bonus usage, it is understood between the Parties that the Operator, shall be allowed to deduct such amount of actual bonuses, complimentary offers, manual adjustments, free bets, promotional cash offers and any other credits defined as permitted bonus usage under each of the terms imposed by the relevant Gaming Providers and actually granted by the Operator to End-Users, limited to a maximum of the Bonus Allowance cap, expressed as a percentage of the GGR.

**“Jackpot Changes”**: the total amount of Jackpot Contributions each relevant calendar month less Jackpot Payouts.

**“Jackpot Contribution”**: the total share of Bets being used as deposition for local Jackpot Payouts.

**“Jackpot Payout”**: the total amount paid as local jackpots to End-Users including the initial seed value if applicable.

**NOTE**: In the event that the calculation of Casino Result for any Licensed Game (whether standard, branded, premium or live) is a negative number, the revenue share attributed to each such aforementioned revenue will be zero. For the avoidance of doubt, it is clarified that the negative amounts will not be carried forward to the revenue calculation in the following month or set off against any other Fee.

### Calculation example

**Example A** - The Bonus usage is **higher** than the Bonus Allowance

- The GGR Revenue Share rate is 10%,
- The Bonus Allowance is set at 20%,
- Operator's monthly total GGR of Standard Games is 100.000 €,
- Actual monthly bonus usage for Standard Games of 30.000€,

Then, the Fees are calculated in the following manner:

- The actual bonus usage =  $30.000/100.000 = 30\%$
- As the actual bonus usage is higher than to the Bonus Allowance cap, the maximum amount of Bonus Allowance corresponds to the 20% Bonus Allowance cap.

Therefore, the Casino Result (in this example NGR based) are:

- $\text{GGR} - \text{Bonus Allowance} = 100.000 - (100.000 * 20\%) = 80.000$
- $\text{GGR Rev Share}$  (ie. Amount of Fees invoiced in relation to Standard Games for this specific Gaming Provider) =  $10\% * 80.000 = 8.000\text{€}$

**Example B** - The Bonus usage is **lower** than the Bonus Allowance

- The GGR Revenue Share is at 10%,
- The Bonus Allowance is set at 20%,
- Operator's monthly total GGR of Standard Games is 100.000 €,
- Actual monthly bonus usage for Standard Games of 5.000€,

Then, the Fees are calculated in the following manner:

- The actual bonus usage =  $5.000/100.000 = 5\%$
- As the actual bonus usage is lower than to the Bonus Allowance cap, the maximum amount of Bonus Allowance corresponds to the 5% of actual Bonus usage.

Therefore, the Casino Result (in this example NGR based) are:

- $\text{GGR} - \text{Bonus Allowance} = 100.000 - (100.000 * 5\%) = 95.000$
- $\text{GGR Rev Share}$  (ie. Amount of Fees invoiced in relation to Standard Games for this specific Gaming Provider) =  $10\% * 95.000 = 9.500\text{€}$

**Example C** – There is **NO** Bonus Allowance granted

- The GGR Revenue Share rate is 10%,
- The Bonus Allowance is set at 0%,
- Operator's monthly total GGR of Standard Games is 100.000 €,
- Actual monthly bonus usage for Standard Games of 5.000€,

Then, the Fees are calculated in the following manner:

- The actual bonus usage =  $5.000/100.000 = 5\%$
- As the Bonus Allowance corresponds to the 0%, no actual bonus usage can be deducted.

Therefore, the Casino Result (in this example GGR based) are:

- $\text{GGR} - \text{Bonus Allowance} = 100.000 - (100.000 * 0\%) = 100.000$
- $\text{GGR Rev Share}$  (ie. Amount of Fees invoiced in relation to Standard Games for this specific Gaming Provider) =  $10\% * 100.000 = 10.000\text{€}$

## Schedule 4B – Licensed Games Term Sheet

### 1 Games Package Terms and conditions

1.1 **Platform Fee:** The Platform Fee is considered waived for this Agreement.

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**Licensed Games Fees:** \* Some Game Providers may require additional Due Diligence information before approval

| 1. | Software                | Game Category | SF | MMF | BA                | GGR   |
|----|-------------------------|---------------|----|-----|-------------------|-------|
|    | 1x2 Branded             |               |    |     | 10%               | 9,5%  |
|    | 1x2 Standard            |               |    |     | 10%               | 8%    |
|    | 1x2 Virtual             |               |    |     | 10%               | 9%    |
|    | 1x2 Scratch             |               |    |     | 10%               | 9%    |
|    | 1x2 Table Games         |               |    |     | 10%               | 6%    |
|    | 1Spin4Win               |               |    |     |                   | 9%    |
|    | 3oaks Gaming            |               |    |     |                   | 10%   |
|    | 4The player             |               |    |     |                   | 11%   |
|    | 7777 Gaming             |               |    |     | 10%               | 8%    |
|    | Absolute Live Gaming    |               |    |     |                   | 11,5% |
|    | All way spin            |               |    |     |                   | 12%   |
|    | Amatic                  |               |    |     | 15%               | 11%   |
|    | Amigo Gaming            |               |    |     |                   | 9%    |
|    | Amusnet                 |               |    |     | 10%               | 13%,  |
|    | Apollo Games            |               |    |     | 20%               | 9%    |
|    | Aviatrix                |               |    |     | 10%               | 7%    |
|    | BB tech                 |               |    |     |                   | 11%   |
|    | BB Games                |               |    |     | 15%               | 10%   |
|    | BetSoft                 |               |    |     |                   | 8%    |
|    | Belatra                 |               |    |     |                   | 9%    |
|    | BetSolutions            |               |    |     |                   | 9%    |
|    | Bgaming                 |               |    |     | 15%               | 9%    |
|    | Big Time Gaming Basic   |               |    |     |                   | 12%   |
|    | Big Time Gaming Branded |               |    |     |                   | 14%   |
|    | Blue guru Games         |               |    |     |                   | 11%   |
|    | Bold play               |               |    |     |                   | 10%   |
|    | Booming Games           |               |    |     | 25%               | 11%   |
|    | Boongo                  |               |    |     |                   | 10%   |
|    | Bulletproof             |               |    |     | 15%               | 10%   |
|    | Caleta                  |               |    |     |                   | 8%    |
|    | CreedRoomz              |               |    |     |                   | 10%   |
|    | CT Interactive          |               |    |     |                   | 12%   |
|    | EA Gaming               |               |    |     |                   | 9%    |
|    | Electric Elephant       |               |    |     |                   | 11%   |
|    | Elk Studios             |               |    |     | 20%               | 13%   |
|    | Endophina               |               |    |     | 20% (only for FS) | 10%   |
|    | Espresso Gaming         |               |    |     |                   | 11,5% |
|    | Eurasian Gaming         |               |    |     | 10%               | 9%    |

| 1. | Software              | Game Category | SF | MMF | BA  | GGR             |
|----|-----------------------|---------------|----|-----|-----|-----------------|
|    | Evolution slots       |               |    |     |     | See schedule 4C |
|    | Evolution live        |               |    |     |     | See schedule 4C |
|    | Eyecon                |               |    |     | 15% | 10%             |
|    | Ezugi                 |               |    |     |     | 10%             |
|    | Evoplay               |               |    |     |     | 10%             |
|    | Fantasma Games        |               |    |     |     | 11%             |
|    | Fast Games            |               |    |     |     | 9%              |
|    | Felix Gaming          |               |    |     | 40% | 8%              |
|    | Four Leaf Gaming      |               |    |     |     | 11%             |
|    | Fuga Gaming           |               |    |     | 15% | 10%             |
|    | Fugaso                |               |    |     | 20% | 10%             |
|    | Funta Gaming          |               |    |     |     | 11,5%           |
|    | Games Global Basic    |               |    |     |     | 11%             |
|    | Games Global Branded  |               |    |     |     | 16%             |
|    | Games Inc             |               |    |     |     | 9%              |
|    | Games Warehouse       |               |    |     | 15% | 10%             |
|    | Gazmix                |               |    |     | 15% | 8%              |
|    | Galaxsys              |               |    |     |     | 9%              |
|    | Gaming Corps          |               |    |     |     | 9%              |
|    | Genesis               |               |    |     |     | 12,5%           |
|    | GMW                   |               |    |     | 15% | 10%             |
|    | Habanero              |               |    |     | 10% | 11%             |
|    | Hacksaw Slots         |               |    |     |     | 11%             |
|    | Hacksaw Scratch       |               |    |     |     | 9%              |
|    | High 5 Games          |               |    |     |     | 7%              |
|    | Iorn Dog Standard     |               |    |     | 10% | 8%              |
|    | Iron Dog Table Games  |               |    |     | 10% | 6%              |
|    | Iron Dog Branded      |               |    |     | 10% | 9,5%            |
|    | Inbet Games           |               |    |     |     | 12,5%           |
|    | Inbet Virtuals        |               |    |     |     | 12,5%           |
|    | Jade Rabbit Studios   |               |    |     | 15% | 10%             |
|    | Just Play             |               |    |     |     | 11,5%           |
|    | KA Gaming             |               |    |     | 20% | 8%              |
|    | Kalamba               |               |    |     |     | 10%             |
|    | Leander Games Basic   |               |    |     | 15% | 10%             |
|    | Leander Games Branded |               |    |     | 15% | 12%             |
|    | Leap Euroleague       |               |    |     |     | 19%             |
|    | Leap Virtuals         |               |    |     |     | 13%             |
|    | Leap Slots            |               |    |     |     | 10%             |
|    | Live 5 Gaming         |               |    |     | 15% | 10%             |
|    | Lotto Instant Win     |               |    |     |     | 13,5%           |
|    | Mancala Gaming        |               |    |     | 15% | 9%              |
|    | Mascot                |               |    |     | 15% | 9%              |
|    | Max Win Gaming        |               |    |     |     | 11%             |
|    | Mr Slotty             |               |    |     |     | 12%             |
|    | Netent Basic          |               |    |     | 15% | 10%             |
|    | Netent Branded        |               |    |     | 15% | 13%             |

| 1. | Software                             | Game Category | SF | MMF | BA                              | GGR             |
|----|--------------------------------------|---------------|----|-----|---------------------------------|-----------------|
|    | Netent Table Games                   |               |    |     |                                 | 12%             |
|    | NetGaming                            |               |    |     |                                 | 8%              |
|    | Novomatic Standard                   |               |    |     |                                 | 10%             |
|    | Novomatic Premium                    |               |    |     |                                 | 12%             |
|    | No Limit City                        |               |    |     |                                 | 10%             |
|    | Northern Lights                      |               |    |     |                                 | 11%             |
|    | One Touch Live                       |               |    |     |                                 | 12%             |
|    | One Touch slots                      |               |    |     |                                 | 10%             |
|    | Only Play                            |               |    |     | 20%                             | 8%              |
|    | Octoplay                             |               |    |     |                                 | 9%              |
|    | Parlay Bingo                         |               |    |     | 15%                             | 12%             |
|    | Parlay Progressive slot, Keno, Poker |               |    |     |                                 | 9%              |
|    | Parlay Balckajack, Pull tab, slots   |               |    |     |                                 | 8%              |
|    | Pascal Gaming                        |               |    |     | 10%                             | 7%              |
|    | Pateplay                             |               |    |     |                                 | 9%              |
|    | PG Soft                              |               |    |     |                                 | 8%              |
|    | Pirates Gold Studio                  |               |    |     | 15%                             | 10%             |
|    | Play Pearls                          |               |    |     | 10%                             | 11%             |
|    | Playn'go Basic                       |               |    |     |                                 | 12%             |
|    | Playn'go Branded                     |               |    |     |                                 | 16%             |
|    | Playson Basic                        |               |    |     | 10%                             | 10%             |
|    | Playson Premium                      |               |    |     | 10%                             | 12%             |
|    | Playtech Basic                       |               |    |     |                                 | 12%             |
|    | Playtech Branded                     |               |    |     |                                 | 14%             |
|    | Playtech Live                        |               |    |     |                                 | See schedule 4C |
|    | Popok Gaming                         |               |    |     |                                 | 10%             |
|    | Pragmatic Play Live                  |               |    |     |                                 | See schedule 4C |
|    | Pargmatic Play slots                 |               |    |     |                                 | 10%             |
|    | Present Creative                     |               |    |     | 15%                             | 10%             |
|    | Print Stuidos                        |               |    |     | First 3 months 50% GGR discount | 11%             |
|    | Push Gaming                          |               |    |     | 15%                             | 11%             |
|    | Quickspin                            |               |    |     | 10%                             | 11,5%           |
|    | Quik Gaming                          |               |    |     |                                 | 8%              |
|    | Realistic Games                      |               |    |     |                                 | 12,5%           |
|    | Red Rake Gaming                      |               |    |     | 15%                             | 10%             |
|    | Red Tiger Gaming Basic               |               |    |     | 15%                             | 10%             |
|    | Red Tiger Branded                    |               |    |     | 15%                             | 13%             |
|    | Realtime gaming                      |               |    |     |                                 | 9%              |
|    | Reelplay                             |               |    |     | 20%                             | 10%             |
|    | Relax Gaming Basic                   |               |    |     |                                 | 11%             |
|    | Relax Gaming Table Games             |               |    |     |                                 | 3%              |
|    | Retro Gaming                         |               |    |     |                                 | 10%             |
|    | Religa                               |               |    |     |                                 | 11,5%           |
|    | Rival                                |               |    |     |                                 | 7%              |
|    | Ruby Play                            |               |    |     | 10%                             | 10%             |
|    | Salsa Technology                     |               |    |     |                                 | 11%             |
|    | Sigma Games                          |               |    |     |                                 | 10%             |

| 1. | Software              | Game Category | SF | MMF | BA  | GGR   |
|----|-----------------------|---------------|----|-----|-----|-------|
|    | Silverback Gaming     |               |    |     |     | 11%   |
|    | Skywind Basic         |               |    |     |     | 9%    |
|    | Skywind Branded       |               |    |     |     | 12%   |
|    | Skywind Live          |               |    |     |     | 10%   |
|    | Spearhead             |               |    |     | 20% | 10%   |
|    | Spinomenal            |               |    |     |     | 9%    |
|    | Spinoro               |               |    |     | 10% | 9%    |
|    | Spinthon              |               |    |     |     | 8%    |
|    | Spribe                |               |    |     |     | 11%   |
|    | Stakelogic Basic      |               |    |     | 20% | 10%   |
|    | Stakelogic Branded    |               |    |     | 20% | 12%   |
|    | STHLM Gaming          |               |    |     |     | 11%   |
|    | SlotMatrix            |               |    |     | 20% | 10%   |
|    | Storm Gaming          |               |    |     |     | 11%   |
|    | Superlotto Games      |               |    |     |     | 12%   |
|    | Swintt                |               |    |     | 10% | 9%    |
|    | Smartsoft             |               |    |     | 10% | 8%    |
|    | The Games Co          |               |    |     | 15% | 10%   |
|    | Tom Horn              |               |    |     | 10% | 9%    |
|    | Touchstone            |               |    |     | 15% | 10%   |
|    | Triple Cherry         |               |    |     |     | 8%    |
|    | Triple Profit Games   |               |    |     |     | 12%   |
|    | Turbo Games           |               |    |     |     | 7%    |
|    | Thunderkick           |               |    |     |     | 10,5% |
|    | Vibra Gaming Branded  |               |    |     | 15% | 10%   |
|    | Vibra Gaming Basic    |               |    |     | 15% | 9%    |
|    | Vivo Gaming           |               |    |     |     | 10%   |
|    | Wazdan                |               |    |     | 15% | 8,5%  |
|    | Worldmatch            |               |    |     |     | 13%   |
|    | Yggdrasil Slots       |               |    |     |     | 12%   |
|    | Yggdrasil Table Games |               |    |     |     | 12%   |
|    | Yoloplay              |               |    |     | 15% | 10%   |
|    | Ela Games             |               |    |     |     | 10%   |
|    | Upgaming              |               |    |     |     | 10%   |

Signed for and on behalf of  
**ALEA OVERSEAS N.V.**

Signed for and on behalf of  
**Progress Path Co N.V.**

Signature: C. Drommond, Proxy holder eMoore N.V.

Signature:  

Name: C. Drommond

Name: Annesol Melaria / Bryon Finies

Title: Proxy holder eMoore N.V.  
(Managing Director)

Title: Proxy holders A to  
e-Management N.V.  
(Managing Director)

Date: 19/11/25

Date: 19 November 2025

## Schedule 4C Specific Game Provider Terms

**The terms under this Schedule are strictly non-negotiable as they come directly imposed from the relevant Game Providers mentioned.**

### **PRAGMATIC PLAY SCHEDULE**

#### **Live Games Terms:**

1. The Parties further agree to include additional commercial terms to the Agreement in order for Alea to provide the Reseller with limited licensing rights to live casino games by Pragmatic Play, as part of the Licensed Games under the Agreement (the "**Live Casino Network Games**").
2. For the purposes of the licensing of the Live Casino Network Games, and in addition to the definitions under the Agreement, the following terms, shall have the following meanings:

|                                  |                                                                                                                                                                                                                                              |
|----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Live Casino GGR</b>           | means, for each month, in respect to the Live Casino Network Games, the Bets on the Live Casino Network Games less Wins actually paid to End Users.                                                                                          |
| <b>Live Casino Network Games</b> | means online live casino games contemplated in this Section 4, which are part of the Licensed Games, made available on the Gaming Gateway and subject to the separate commercial terms of this Annex and the general terms of the Agreement. |

3. The Parties agree that any services performed by Alea to the Reseller relating to the Live Casino Network Games are "Services" and "Licensed Games" as defined in the Agreement and that any and all rights and obligations stated in the Agreement shall apply to the Live Casino Network Games.
4. The Parties hereby agree that any games defined as Live Casino Network Games by Alea and/or any Gaming Provider shall be considered as Licensed Games and that the Parties shall be subject to any terms relating to the Licensed Games as stated in the Agreement.
5. Notwithstanding anything to the contrary in the Agreement, the number and type of Live Casino Network Games licensed by Alea to the Reseller shall be at Alea's and/or the Gaming Provider's reasonable commercial discretion and may be determined by Alea and/or the Gaming Provider at any time.
6. The Reseller shall pay Alea the following amounts for the licensing and provision of the Live Casino Network Games (collectively, the "**Live Games Fees**").
7. From the Go Live Date of the first Live Casino Network Game on the Third-Party Operators' first Website, during the Term and thereafter with respect to any transactions involving the use of Live Casino Network Games, the Reseller shall pay Alea a tiered revenue share calculated each month as a percentage of the Live Casino GGR in accordance with the following formula:

*For illustrative purposes only, the below is an example of the calculation of the Licence Fee on a tiered revenue share basis:*

*Where the GGR in a month is €1,600,000, the 12% rate shall apply on the first €1,000,000 and the 11% rate shall apply on the remaining €600,000.*

| <b>Aggregated Live Casino Gross Gaming Revenues (in EUR)</b> | <b>Percentage of Live Casino Licence Fee applicable on Live Casino GGR</b> |
|--------------------------------------------------------------|----------------------------------------------------------------------------|
| Flat fee                                                     | 12% (twelve percent)                                                       |

8. The Reseller shall pay Alea a fee equal to three percent (3%) of the Live Casino Gross Gaming Revenues for any and all side bets, including but not limited to "21+3" and "Perfect Pair".
9. The Reseller shall additionally pay Alea a fee for Blackjack tables in Azure Studio 2 and all other studios equal to zero comma fifteen euros (€0.15) per base bet, charged for all bets on Generic Blackjack tables where the minimum bet is twenty-five Euro (€25) or below, and which fee shall apply only to the base bet (and shall not include, inter alia, side bets, double bets or split bets) and shall not apply to Blackjack tables Azure 1 and Green Studio.

10. The Reseller shall additionally pay Alea a monthly licence fee equal to three percent (3%), calculated on the aggregated Live Casino GGR, over and above the Live Games Fee set out herein, for every Branded Game the Third-Party Operators make available to End Users.
11. The Parties hereby expressly agree and clarify that the Live Casino Gross Gaming Revenues shall not be included in the "Gross Gaming Revenues" as used in the above Sections of Schedule 4 of the Agreement and shall not be included in the calculation of any other Fees, including Fees for other Licensed Games by Pragmatic, under Schedule 4 of the Agreement. Live Casino Gross Gaming Revenues are calculated separately.
12. If the Live Casino Gross Gaming Revenues for any Third-Party Operators' Websites, result in a negative amount in any calendar month, the Live Casino Gross Gaming Revenues for that month shall be set to zero (0) for the purposes of calculating the Live Games Fee. No negative results shall be permitted to be carried over to the following month/s, nor shall any negative results of any Third-Party Operator's Websites be deducted from positive amounts generated by other Third-Party Operators' Websites.

## **EVOLUTION SCHEDULE** *(includes Annexes EV1-2)*

### **Definitions:**

**“Evolution Software”** refers to the Licensed Games contemplated under this Schedule (as specified in Section 1 below) and including the entire gaming portfolio made available by the Gaming Provider to Alea, as updated from time to time.

**“Games”** means the games that are offered from the Third-Party Gaming Providers on the Live Casino Platform from time-to-time, including Baccarat, Roulette, Blackjack, the Licensed Games, the RNG Games and any other games as Evolution may in its absolute discretion elect to offer on the Live Casino Platform from time-to-time.

**“Game Presenter Services”** means the provision by Evolution of all personnel and game presenters required to operate the tables (inclusive of the Native Roulette Table/s) in such native languages or in such other languages as the Parties may, from time to time, agree from Evolution’s Studio.

**“Generic Tables”** means such unbranded and unspecialised generic Blackjack, Roulette, Baccarat, Casino Hold’em tables and tables for other Games with Game Presenter Services in English provided as part of the Live Casino Platform (at the discretion of Evolution from time-to-time) where the play by both the End-Users and the players of other licensees of Evolution is pooled as further set out in Section 3 of this Schedule.

**“High Stakes Tables”** means a Blackjack table with a minimum bet of EUR fifty (€50) or such other amount as decided by Evolution from time to time.

**“Licensed Games”** In this Schedule, means the games and side bets set forth in Section 3 and Annexes EV1-2 of this Schedule and any other games and/or side bets owned by a third party right holder which Evolution makes available through the Gaming Gateway from time to time. The Operator understands and accepts that Evolution may, by giving notice to the Operator (where reasonably possible), add Licensed Games to Section 1 of Schedule and that such Licensed Games shall be subject to the Agreement and the provisions of this Schedule as if the Licensed Games had been set out in this Schedule on the Effective Date of this Schedule (for the avoidance of doubt, it is noted that the Operator shall have no obligation to offer such Licensed Games to its End-Users, but if the Operator chooses to offer such Licensed Games it will be done subject to the Agreement and to Schedule.

**“Live Casino Broadcast”** means the “real time” or close to “real time” streamed broadcast of such games included in the definition of Games which are carried on by game presenters in Evolution’s studio facilities and upon which a real-money stake can be placed.

**“Live Casino Link”** means a separately linked tab/box or similar (as applicable) labelled “Live Casino” or similar on the first page in a prime location visible to the End-Users accessing the Operator’s Web Sites which links such End-Users directly to the Live Casino Platform, such tab to be equivalent to links to other services featured on the Operator’s Web Sites.

**“Live Casino Platform”** means the provision of the Live Casino Broadcast together with the Evolution Software, Documentation and Back Office Tools which enable the Operator to offer the Games, including such games with Game Presenter Services and on a “real time” or close to “real time” basis, in accordance with the terms and conditions of this Agreement.

**“Native Roulette Table”** means such Generic roulette tables (such as London Roulette - native English; Ruleta en Vivo – native Spanish; Ruletka Roulette – native Russian; Arabic Roulette – native Arabic; Turkish Roulette – native Turkish; Deutsches Roulette – native German; Svensk Roulette – native Swedish; Norsk Roulette – native Norwegian; Finnish Roulette – native Finnish; and Francophone Roulette – native French; and Japanese Roulette – native Japanese) with the Game Presenter Services provided in native languages that are provided as part of the Live Casino Platform where the play by both the End-Users and the players of other licensees of Evolution is pooled.

**“Native Table Package Fee”** means the provision by Evolution of up to three (3) Native Roulette Tables, the languages of such Native Roulette Tables to be further agreed by the Parties in writing (email sufficing)

before their launch date(s), as applicable, at a fixed monthly fee of €3,000 (the “**Native Table Package Fee**”).

“**White Label Website**” Each and every website, provided by Evolution through Alea, with a different URL and branding than the existing Operator’s Web Site(s) and which requires a separate integration with the Live Casino Platform back office and/or Gaming Gateway, subject to the terms of clause 2.3 below.

## 1. Licensed Game Terms & Fees:

**1.1** Within the Live Casino Platform, Evolution shall deliver, through Alea’s Gaming Gateway (i) the Generic Tables; (ii) the High Stake Tables; and (iii) if applicable, the table(s) and games set out in Annexes EV1-2, and (iv) if requested by the Operator and expressly agreed by Alea, any Private Tables or other tables and games as agreed from time to time between the Parties.

**1.2** Alea shall charge, and the Operator agrees to pay, in addition to the Commission set forth under clause 2.2 below (**General Fees**), the following fees in relation to the Live Casino Platform:

| <b>Product</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>Costs</b>                                                                                                                                                                                                                                           |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>High Stakes Tables Fee</b></p> <p>Subject to payment of the High Stake Tables Fee, the High Stake Tables. The Operator agrees and undertakes to exercise due caution and discretion before offering High Stake Tables to End-Users, and to ensure that all by inter alia to place special focus on any and all Responsible Gambling requirements from time to time applicable to it.</p> <p>(per bet placed through the Web Sites(s) and in addition to the General Fee)</p> | <p>EUR thirty cents (€0.30) per Bet Count including Side Bets for the English tables</p> <p>EUR thrity five cents. (€0.35) per Bet Count including Side Bets for the Native tables</p>                                                                 |
| <p><b>Blackjack growth tables</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                              | <p>€0.14 (fourteen cents) per Bet Count excluding Side Bets in relation to English speaking Blackjack Growth Tables.</p> <p>€0.17 (seventeen cents) per Bet Count excluding Side Bets in relation to non-English speaking Blackjack Growth Tables.</p> |
| <p><b>Third Party Licensed Games (branded):</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                | <p>Fees in Annex EV1 in addition to the Commission under clause 2.2 of this Evolution Schedule.</p>                                                                                                                                                    |
| <p><b>RNG Games Fee</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <p>Fees in Annex EV2 in lieu of the Commission under clause 2.2 of this Evolution Schedule.</p>                                                                                                                                                        |
| <p><b>Native Table Package</b></p> <p>Upon request and subject to additional terms to be provided by Evolution through Alea from time to time.</p> <p>Native Roulette Table/s may be cancelled by the Opertaor by giving Evolution, through</p>                                                                                                                                                                                                                                    | <p>fixed monthly fee of €3,000 for three (3) Native Roulette Tables, the languages of such Native Roulette Tables to be further agreed by the Parties in writing (email sufficing) before their launch date(s), as applicable.</p>                     |

|                                                 |  |
|-------------------------------------------------|--|
| Alea at least three (3) months' written notice. |  |
|-------------------------------------------------|--|

**1.3** It is understood and agreed between the Parties that the agreed commercial terms of this Schedule (including for the avoidance of doubt the Fees and the Commission) are dependent on the strict compliance by the Operator with the undertakings in this Schedule. Should the Operator breach these undertakings to any extent it shall be deemed to be a material irremediable breach of this Schedule by the Operator. Evolution, through Alea, may at its option in such circumstances offer the Operator revised commercial terms and a reasonable period in which to negotiate them (in any event not exceeding thirty (30) days) but entirely without prejudice to its right to terminate this Schedule forthwith should no such agreement be reached

## 2. Fees:

**2.1** The general Fee (hereinafter, the “**Commission**”) to be paid monthly by the Operator to Alea for the Evolution Software and services contemplated in this Schedule is based on the Operator's Gross Gaming Revenues per calendar month generated out of the general use of the Evolution Software.

### 2.2 General Fees:

| <i><b>GGR range per month (in EUR)</b></i>                                                                                       | <i><b>Percentage of GGR</b></i>  |
|----------------------------------------------------------------------------------------------------------------------------------|----------------------------------|
| <i>Integration fee</i>                                                                                                           | waived                           |
| <i>Flat fee Commission for the Licensed Games as part of the Live Casino Platform (standard games excluding premium games) :</i> | 0-3 mill GGR 13%, 3mil GGR + 12% |

### 2.3 Skins, White Labels and Customisations:

| <i><b>Product</b></i>                                                  | <i><b>Fixed Cost</b></i> |
|------------------------------------------------------------------------|--------------------------|
| <i><b>Skin Fee</b> (per additional Skin)</i>                           | 2,500 EUR                |
| <i><b>White Label Fee</b> (per additional White Label requested) :</i> | 5,000 EUR                |
| <i><b>Customisation Fee:</b></i>                                       | 125 EUR/hour             |

**a) Skin Fee** - Evolution, through Alea and subject to Evolution's approval, will provide the Operator with access to a Skin that is branded in accordance with the reasonable instructions of the Operator. For each Skin requested by the Operator, the Operator agrees that it will be required to pay the Skin Fee of two thousand five hundred euros (€2,500).

**b) White Label Fee** - Evolution, through Alea and subject to Evolution's approval, will provide the Operator with a White Label. For each White Label Website requested by the Operator and agreed in writing in advance by Evolution, through Alea, the Operator shall pay Alea a fee of EUR five thousand (€5,000).

c) **Customisation Fee** - Evolution shall be entitled to charge the Operator, through Alea, a fee of EUR one hundred twenty-five (€125) per hour exclusive of VAT for:

i) branding and customisation of the Private Tables according to the Operator's reasonable specifications; and/or

ii) any additional work carried out by Evolution according to the Operator's reasonable request for specific development.

**d) Operator warranties** - The Operator represents and warrants to Alea - and expressly acknowledges Evolution's right to claim through Alea - that it owns or controls all rights (including in particular all Intellectual Property Rights) that are required for Evolution and/or Alea lawfully to use the graphics, imagery and 'look and feel' comprising the skin for the purposes set out in this clause 2.3. Any breach of this representation and warranty, including it ceasing to be true to any extent, shall for the avoidance of doubt entitle Alea, and/or Evolution through Alea, to indemnification upon the terms of the Agreement and this Schedule.

## **PLAYTECH SCHEDULE***(includes Annexes PT1-3)*

### **Definitions:**

“**Playtech Software**” shall refer to the Licensed Games contemplated under this Schedule and including the entire gaming portfolio made available by the Gaming Provider to Alea, as updated from time to time.

### **1. Licensed Game Fees:**

- a) The Fees to be paid monthly by the Reseller to Alea for the use of the Playtech Software and services are based on a fixed percentage of the Reseller's Net Gaming Revenues per calendar month generated out of the use of the Playtech Software on the Web Sites, as specified below:

| Service / Product                                                | Commercials                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Comments                                                                                                                                                                                                                   |
|------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Set-Up:</b>                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                            |
| <b>(i) Setup Fees: Casino Games and Live Games via GamesLink</b> | <p>Set-up fee is waived for the alea standard Instance. Any dedicated or additional Instance if required should be agreed on a per case basis and will be charged at €5,000.</p> <p>“<b>Instance</b>” means any separate End-User base associated with a single player wallet system created by Playtech at its reasonable discretion in connection with the relevant product/s in order to comply with applicable laws in any jurisdiction. Any additional Instance if required should be agreed on a per case basis and will be charged at €5,000.</p> <p>Set-up indicated above includes one language (English).</p> <p>Each additional language shall be purchased (for an additional fee), per a specific Playtech platform/product.</p> | <p>The set-up fee does not include any special/custom development.</p> <p>Supported mobile technologies shall include: HTML 5 browser based format only suitable for use on iOS and Android (for most common devices).</p> |
| <b>Software Products:</b>                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                            |

**(ii) License Fees (Casino Games)**

The License Fees for Casino Games (excluding Live Games) applicable to the Operator shall be payable to Alea on a monthly basis and amount to:

**Flat fee of 12%**

In the event that the calculation of Games Net Revenue is a negative number, the License Fee attributed to such aforementioned revenue will be zero (without derogation for the Casino Minimum Guarantee obligation). For the removal of doubt, it is clarified that the negative amounts will not be carried on to the revenue calculation in the following month nor set off against any other payment due to Alea, except that solely within the same month, a negative Live Revenue shall be set off against any positive Games Net Revenue (specifically excluding Branded Games Revenue and revenues from Premium Live Games that include Intellectual Property Rights of third parties, both of which shall be calculated separately and shall not be set off against any other revenue category).

|                                                |                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>(iii) Branded Games License Fees</b></p> | <p>In the event that the Operator wishes to obtain a license for Branded Games, it shall pay in addition to the License Fees set forth in Section (ii) (<b>License Fees</b>) above, an additional 3% of the Branded Games Revenue, which additional premium shall be payable to Alea on a monthly basis.</p> | <p>In the event that the calculation of any of the Branded Games Revenue as calculated on a per supplier basis is a negative number, the License Fee attributed to each such aforementioned revenue will be zero. For the removal of doubt, it is clarified that the negative amounts will not be carried on to the revenue calculation associated with the Branded Games of such supplier in the following month nor set off against any other payment due to Alea, including any Branded Games License Fees.</p> <p>For the avoidance of doubt, Branded Games will be provided only subject to the fulfillment of the requirements set forth in section 3 below, and in any case, it is not guaranteed that Branded Games will be made available on the Go-Live Date.</p>                                                    |
| <p><b>(iv) License Fees (Live Games)</b></p>   | <p>The License Fees for Live Games shall be payable to Alea on a monthly basis and shall amount to 12% of the Live Games Revenue.</p>                                                                                                                                                                        | <p>In the event that the calculation of Live Games Revenue is a negative number, the License Fee attributed to each such aforementioned revenue will be zero (without derogation for the Live Minimum Guarantee obligation). For the removal of doubt, it is clarified that the negative amounts will not be carried on to the revenue calculation in the following month nor set off against any other payment due to Alea, except that solely within the same month, a negative Games Net Revenue shall be set off against any positive Live Games Net Revenue (specifically excluding Branded Games Revenue and revenues from Premium Live Games that include Intellectual Property Rights of third parties, both of which shall be calculated separately and shall not be set off against any other revenue category).</p> |

|                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                     |
|--------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>(v) Premium Live Games License Fees</b> | <p>Should the Operator wish to offer its End-Users access to Premium Live Games, an additional fee shall apply as a percentage of the Live Games Revenue generated from the applicable Premium Live Games category as set forth below, as shall be identified by Playtech to Alea and notified to Operator from time to time, which fee shall be payable to Alea on a monthly basis in addition to the Live Games License Fees, as follows:</p> <p>(i) 2% of the Live Games Revenue generated from Premium Live Games that are fully owned by Playtech; or</p> <p>(ii) 3% of the Live Games Revenue generated from Premium Live Games that include Intellectual Property Rights of third parties.</p> | <p>Promotional Tables and other promotions shall be offered in English. Any promotions requested by Operator that are not in English will be priced separately.</p> <p>The native language dealer services for the Network Table(s) will be provided in accordance with Playtech's policy, as may be amended from time to time.</p> |
| <b>(vi) Live 'Side Bets' License Fee</b>   | <p>3,5% of the Live Games Revenue generated solely from 'side bets' (as such term is commonly understood in the gaming industry) placed on Live Games, shall be payable to Alea on a monthly basis, in addition to the License Fees mentioned above.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                     |
| <b>(vii) Live - High Stakes Fee</b>        | <p>€0.40 for every main bet on blackjack tables with minimum limits of at least €50, payable to Alea on a monthly basis, in addition to the Live Games License Fees mentioned above.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                     |
| <b>(viii) Live - Pay Per Bet Tables</b>    | <p>€0.12 for every bet on Pay Per Bet Tables, payable to Alea on a monthly basis, in addition to the Live Games License Fees mentioned above.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                     |
| <b>(ix) Live - Promotional Tables</b>      | <p>All promotional tables requested by the Operator for total cost of €5k/Year or €1k/Event.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                     |

**(x) Live - Native Language Dealer Services Fee**

The Operator shall be entitled to procure native language dealer services for the Network Table(s), in consideration for the following fee(s):

| Table                                        | Operational Language | Fee               |
|----------------------------------------------|----------------------|-------------------|
| Ruletka                                      | Russian              | € 3,000 per month |
| Deutsch Roulette/ Blackjack                  | German               | € 3,000 per month |
| UK Roulette                                  | English              | € 3,000 per month |
| Brussels Roulette                            | French/Flemish       | € 3,000 per month |
| Romanian Package                             |                      |                   |
| Transylvaniana Blackjack                     | Romanian             | € 3,000 per month |
| Triumph Roulette & Triumph Roulette French   |                      |                   |
| Italian Package                              |                      |                   |
| Blackjack Italiana 1                         | Italian              | € 4,000 per month |
| Blackjack Italiana 2                         |                      |                   |
| Sette e Mezzo                                |                      |                   |
| Roulette Italiana & Roulette Italiana French |                      |                   |
| Blackjack Italiano VIP                       |                      |                   |

**Services:**
**(x) Live - Native Language Dealer Services Fee (continuation)**

| Table                                        | Operational Language | Fee                                    |
|----------------------------------------------|----------------------|----------------------------------------|
| Spanish Package                              |                      |                                        |
| Quantum Roulette                             | Spanish              | € 4,000 for Spanish Package per month  |
| Ruleta Casiopea                              |                      |                                        |
| Ruleta Casiopea French                       |                      |                                        |
| Ruleta Express                               |                      |                                        |
| Ruleta Slingshot                             |                      |                                        |
| Mandarin Package                             |                      |                                        |
| Phoenix Roulette/ Phoenix Roulette French    | Mandarin             | €5,000 for Mandarin Package, per month |
| Fushi Baccarat /Fushi Baccarat No Commission |                      |                                        |
| Tiger Baccarat/ Tiger Baccarat No Commission |                      |                                        |
| Zhu Que Mini Baccarat                        |                      |                                        |

**(xi) Progressive Jackpot Games Network Services**

**Initial Progressive Deposit:** €10,000 per End-User Software brand, to be paid at the Effective Date.

**Progressive Jackpot Games Management Fee:** waived

For the avoidance of doubt, Progressive Jackpot Games will be provided only subject to the Initial Progressive Deposit being fully paid by the Operator, and in any case, it is not guaranteed that Progressive Jackpot Games will be made available on the Go Live Date.

|                                           |                  |                                                                                       |
|-------------------------------------------|------------------|---------------------------------------------------------------------------------------|
| <b>(xii) Game Server Hosting Services</b> | <b>Included.</b> | Hosting shall be provided from a shared environment in accordance with this Schedule. |
| <b>(xiii) Geolocation Services</b>        | <b>Included.</b> |                                                                                       |
| <b>(xiv) CDN Services</b>                 | <b>Included.</b> |                                                                                       |

- b) For the purposes of this section only, it is understood between the Parties that the Reseller, shall be allowed to deduct all redeemed bonuses in relation to a use solely on the Playtech Software for which the End-User has met the wagering requirements during that month resulting in the bonus amount or part thereof being transferred from the End-User's bonus balance to his or her real money balance and able to be withdrawn by the End-User without any limitations, provided that the foregoing deduction shall be capped at no more than **ten percent (10%)** of the total GGR which is generated solely through the Playtech Software in any calendar month;
- c) For the avoidance of doubt, if the Reseller has several providers on a single wallet and the amount of redeemed bonuses cannot be tagged to a specific game or provider then in this case that amount will be calculated as the proportion of the total GGR under this Schedule compared to the Reseller's overall revenue from the Web Site.

**4. End-User T&C:** The Reseller shall ensure that all Third Party Operators shall add the terms under Annex PT3 of this Schedule 4C to their website terms and conditions page; such terms may be revised from time to time by Playtech, and notified through Alea to the Reseller, by written notice at least fourteen (14) days prior to the date of effectiveness of such revised form.

**5. Local Jackpot Rules:**

a) To the extent that the Reseller enables End-Users to participate in any local jackpot, the Reseller will be solely responsible for managing the End-Users' contributions to the local jackpot, as well as, be solely responsible for the payment of any local jackpot winning to the End-Users. Playtech does not and shall not be responsible for the payment of any jackpot winnings not managed by Playtech's shared progressive jackpot network.

b) The Reseller further agrees and undertakes to comply with the specific rules on Progressive Jackpots as per Annex PT1 of this Schedule 4C.

## Schedule 4C: Annex EV1 (Evolution)

### Branded Games Terms

#### 1. DEFINITIONS

In this Annex EV1 the following capitalised terms shall have the following meanings:

|                                             |                                                                                                                                                                                                                                                                                                                                                                                           |
|---------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>“Action”</b>                             | means any and all third party legal actions, suits, or administrative or regulatory proceedings;                                                                                                                                                                                                                                                                                          |
| <b>“Code of Conduct”</b>                    | means any code of conduct (including relating to responsible gaming) issued by a regulatory authority and applicable to licensed gaming services including in relation to the provision of the Licensed Games contemplated under this Annex EV1 (or marketing of the same) to End-Users;                                                                                                  |
| <b>“Field of Use”</b>                       | means online gaming by means of computers and/or mobile or other electronic devices connected to the internet and the marketing, promotion and advertising of such online gaming, but excluding devices that are dedicated to wireless gaming;                                                                                                                                            |
| <b>“Licensed Games Fee” or “Commission”</b> | has the meaning set out in Evolution clause 2.1 of the Evolution Schedule;                                                                                                                                                                                                                                                                                                                |
| <b>“Marks”</b>                              | means the trademarks, logos and trade names to be used under this Annex by both Parties, including both physical and electronic versions;                                                                                                                                                                                                                                                 |
| <b>“Prohibited Content”</b>                 | means advertising or content that: (a) promotes pornographic material or is lewd, profane, obscene, unlawful or; (b) is defamatory, libellous, discriminatory or constitutes “hate speech”; (c) is in breach of any applicable Code of Conduct; or (d) relates to products or services that directly compete with the products or services of Evolution or the relevant Right Holder; and |
| <b>“Right Holder”</b>                       | means the entity or person set out under the heading “Right Holder” in this Annex EV1 to this Annex owning the legal rights to the Licensed Game(s) as set forth opposite its respective name in Annex EV1 to this Annex.                                                                                                                                                                 |

#### 2. TERMS

2.1 Subject to the terms of the Agreement, including this Annex and, if applicable, to the approval by the relevant Right Holder, during the Term, Evolution, through Alea, hereby grants the right, and the Operator hereby accepts, to offer the Licensed Games that the Parties agree from time-to-time through

the Gaming Gateway to the End-Users in the Field of Use in the Territory and to advertise, market and promote the Licensed Games through the Web Sites in the Territory.

2.2 The Operator will, in addition to the Fees specified in clause 2.1 of the Evolution Schedule (including but not limited to the Commission), pay Alea the fee set out next to each Licensed Game in this Annex EV1 to this Annex or as otherwise agreed between the Parties in writing (the “**Licensed Games Fee**”). The fee for each Licensed Game shall be based on the Gross Gaming Revenues (as applicable) generated by each of the Licensed Games and each fee shall be considered separately, i.e. the fee will be calculated based on the Gross Gaming Revenues (as applicable) of each Licensed Game and the Gross Gaming Revenues of one Licensed Game will not be set off against the Gross Gaming Revenues of any other Licensed Game. For the avoidance of doubt, the Licensed Games Fee will be paid in accordance with the terms of this Annex. Notwithstanding the foregoing, it is expressly understood between the Parties that any and all Gross Gaming Revenues generated through any of the Licensed Games under this Annex EV1 count towards reaching the Minimum Fee on an aggregated basis.

2.3 Alea shall have a right to amend the Licensed Games Fee (the “**Amended Licensed Games Fee**”) for the Licensed Games (or any one of them), at the discretionary request of Evolution, on an annual basis subject to having provided the Operator with at least three (3) Months prior written notice. If the Distributor does not agree to the Amended Licensed Games Fee it shall have a right to, by providing a written notice to Alea, remove the Licensed Games that are subject to the Amended Licensed Games Fee as a Licensed Game for the purposes of this Annex.

2.4 The Operator (and, where the context so implies, the Operator is undertaking to procure that all End-Users so agree and undertake in writing, the Operator acknowledging that this is a material condition for Evolution and Alea agreeing to enter into this Annex, in default of which, Evolution and/or Alea would probably decide not to execute same) further agrees to the following:

(a) that Evolution shall have the right by providing written notice to the Operator, through Alea, to request that the Operator (or any of its End-Users or Intermediaries) immediately cease provision of the Licensed Games (or any one of them) if the Operator (or any of its End-Users or Intermediaries) is infringing or violating a Right Holder’s Intellectual Property Rights or is in breach of the terms of this Annex;

(b) that Evolution, through Alea’ intermediation, may provide, when reasonably requested, a Right Holder access to any documents and other information (including this Annex and any Due Diligence Information) relating to the Operator’s or an End-User’s use of the Licensed Games of such Right Holder;

(c) that it (or any of the End-Users or Intermediaries) shall cease to exploit the Licensed Games or any part thereof or in any territory, immediately upon receipt of notice from Evolution or Alea (or at such other time as the notice specifies if Evolution is so requested by a Right Holder or if Alea is so requested by Evolution) and upon such notice the rights granted to exploit the relevant Licensed Games shall immediately be terminated;

(d) that the use of the Licensed IP by the Operator or the Intermediaries in advertising, marketing and promotional materials shall be subject to Evolution’s approval. The Operator shall submit to Alea any such proposed use of the Licensed IP for approval prior to using the Licensed IP in any manner. Evolution will approve or object to the proposed use within seven (7) Business Days and Alea will forward such approval or rejection within five (5) Business Days. In the event Evolution does not respond within seven (7) Business Days and/or Alea does not follow-up within five (5) Business Days, the proposed use shall be deemed rejected. All approvals of the use of the Licensed IP must be in writing. Once a particular use is approved, all subsequent use in the manner submitted for approval shall also be deemed approved unless subsequently rejected by Evolution and/or Alea. However, if the Operator or an Intermediary

revises the approved material, the Operator must submit the new version of such material for approval before use;

(e) that (i) the Operator's and the Intermediaries' use of Marks associated with the Licensed Games will be accompanied by the appropriate trademark or service-mark symbol (either "™", "®" or "SM") as directed by Evolution, through Alea, and in order to avoid confusion to the public, a legend specifying that such Marks are trademarks or service marks of the applicable Right Holder in sufficient proximity to the Licensed Games; (ii) nor the Operator or any Intermediary will use any Marks associated with the Licensed Games in any manner that will create a composite mark with any Mark of the Operator, Alea and/or Evolution or any trademark, logo or trade name of any other person; and (iii) no sales, marketing, advertising, promotional or other material for the Licensed Games may contain any Prohibited Content;

(f) that (i) if the Operator's or an Intermediary's use of any of the Licensed IP, or if any material bearing such Licensed IP, is deficient in quality, the Operator will promptly remedy such deficiencies upon receipt of written notice of such deficiencies from Evolution, communicated through Alea; (ii) nothing herein will grant to the Operator, its End-Users or Intermediaries any right, title or interest in the Licensed IP or the Marks associated with the Licensed Games; and (iii) that any goodwill resulting from the Operator's, its End-Users' or Intermediaries' use of the Marks associated with the Licensed Games will inure solely to the relevant Right Holder and Evolution may, at any time, request, through Alea, a confirmatory assignment of that goodwill and the Operator shall execute and return such assignment within five (5) Business Days of such request;

(g) that failure of the Operator to comply with the obligations to obtain approvals for any advertising and marketing materials related to the Licensed IP and/or the Licensed Games set out in this Annex will cause irreparable harm and that in situations where the unapproved advertising, marketing or promotional material is, in Alea', Evolution's or the relevant Right Holder's reasonable opinion, harmful to that Right Holder's and/or Evolution's and/or Alea' reputation or in situations where the failure to obtain approval occurs more than three (3) times in any twelve (12) Months period, Alea shall have the right to terminate this Annex;

(h) that any overdue payments in respect of the Licensed Games Fee shall incur a late payment charge at the rate of six per cent (6%) per annum above the base rate for the time being of Barclays Bank Plc (provided that the interest shall not exceed the maximum allowed by Applicable Laws) and/or until the entire overdue amount has been paid;

(i) that the Operator shall, through Alea: (i) give Evolution prompt written notice of any Action in respect of the Licensed Games for which indemnification is sought (provided, however, that any failure to give such notice will not waive any rights of the applicable indemnities or obligations of the indemnitor except to the extent that the indemnitor is actually prejudiced thereby); and (ii) permit Evolution or such party that Evolution appoints to control and direct the defence and settlement of any such Action provided, however that: (A) Evolution shall not enter into any settlement agreement that would result in any admission by the Operator or any payment by the Operator, or that does not include a release of all covered claims pending against the Operator; and (B) the Operator may at its election participate in the defence of such Action through separate counsel at its own expense; and (iii) provide Evolution all reasonable assistance (at the expense of Evolution) in connection with the defence or settlement of any such Action;

(j) that, at the request of Evolution, Alea may terminate this Annex (and the provision of Licensed Games under this Annex) immediately upon written notice to the Operator if the Distributor, an Intermediary or an End-User takes any action, fails to take any action, or is the subject of any claim, suit, action or proceeding which Evolution reasonably believes may result in, or has resulted in, jeopardy or risk to Evolution's or any Right Holder's existing, pending or future gaming licenses, approvals or permits,

or if Evolution or a Right Holder otherwise reasonably believes that its arrangement with the Operator may result in, or has resulted in, jeopardy or risk to any of Evolution's or the relevant Right Holder's existing, pending or future gaming licenses, approvals, or permits;

(k) that, Alea may terminate or suspend whole or parts of this Annex (and the provision of any one or more (or all) of the Licensed Games under this Annex) if the agreement between Evolution and a Right Holder or the agreement between Alea and Evolution regarding the Licensed Games is wholly or partly terminated or suspended. In such situation Alea shall keep the Operator fully informed of the reasons of such termination or suspension and be as transparent as possible;

(l) that the Operator shall provide a warranty that any Due Diligence Information provided, to the best of the Operator's knowledge, is true and accurate in all material respects;

(m) the service levels for the services provided under this Annex (as amended and restated from time to time), are not applicable to the game Dual Play Roulette (or any other Dual Play game as provided by Evolution through Alea from time to time); and

(n) that the Operator, if this Annex is terminated or suspended, will immediately stop any use of the Marks associated with the Licensed Games.

### 3. LIST OF LICENSED GAMES AND FEES

Any reference to a Right Holder in the table below shall include its assignors and accessors from time to time.

| Right Holder                                              | Licensed Game                | Licensed Game Fee (calculated on a per Licensed Game basis)                                                                                                                                                 | Specific terms applicable for this license                                                                                                                |
|-----------------------------------------------------------|------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|
| Chi Fat Au-Yeung                                          | Casino Hold'Em               | One percent (1%) of the Gross Gaming Revenues generated through the Web Sites from Casino Hold'Em in addition to the Commission payable pursuant to clause 2.2 of the Evolution Schedule.                   |                                                                                                                                                           |
| Chi Fat Au-Yeung                                          | 2 Hand Hold'Em               | One percent (1%) of the Gross Gaming Revenues generated through the Web Site(s) from 2 Hand Hold'Em in addition to the Commission payable pursuant to clause 2.2 of the Evolution Schedule.                 |                                                                                                                                                           |
| Dragonara Interactive Limited and Evolution Malta Limited | Dragonara Dual Play Roulette | Three percent (3%) of the Gross Gaming Revenues generated through the Web Site(s) from Dragonara Dual Play Roulette in addition to the Commission payable pursuant to clause 2.2 of the Evolution Schedule. | The service levels for the services provided under the Evolution Schedule (which are available upon request) do not apply to Dragonara Dual Play Roulette |
| Evolution Malta Limited                                   | 5+1                          | Three percent (3%) of the Gross Gaming Revenues generated through the Web Site(s) from 5+1 in addition to the Commission payable pursuant to clause 2.2 of the Evolution Schedule.                          |                                                                                                                                                           |

|                                                                    |       |                             |                                                                                                                                                                                                                                                                                                                          |                                                                                    |
|--------------------------------------------------------------------|-------|-----------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|
| Evolution Limited                                                  | Malta | Speed Roulette              | The Commission calculated on the Gross Gaming Revenues set out in clause 2.2 of the Evolution Schedule.                                                                                                                                                                                                                  |                                                                                    |
| Evolution Limited                                                  | Malta | Dream Catcher               | Three percent (3%) of the Gross Gaming Revenues generated through the Web Site(s) from Dream Catcher in addition to the Commission payable pursuant to clause 2.2 of the Evolution Schedule.                                                                                                                             |                                                                                    |
| Evolution Limited                                                  | Malta | Lightning Roulette          | Three percent (3%) of the Gross Gaming Revenues generated through the Web Site(s) from Lightning Roulette in addition to the Commission payable pursuant to clause 2.2 of the Evolution Schedule.                                                                                                                        |                                                                                    |
| Evolution Limited                                                  | Malta | Super Sic Bo                | The Commission calculated on the Gross Gaming Revenues set out in clause 2.2 of the Evolution Schedule.                                                                                                                                                                                                                  |                                                                                    |
| Evolution Limited                                                  | Malta | Side Bet City               | The Commission calculated on the Gross Gaming Revenues set out in clause 2.2 of the Evolution Schedule.                                                                                                                                                                                                                  |                                                                                    |
| Evolution Limited                                                  | Malta | Infinite Blackjack          | <p>The Commission set out in clause 2.2 of the Evolution Schedule will be payable on <b><u>main bets</u></b>.</p> <p>An additional three and a half per cent (3,5%) of the Gross Gaming Revenues generated through the Web Site(s) from <b><u>side bets</u></b> placed by Users on Infinite Blackjack will be levied</p> |                                                                                    |
| Evolution Limited                                                  | Malta | Lightning Dice              | The Commission calculated on the Gross Gaming Revenues set out in clause 2.2 of the Evolution Schedule.                                                                                                                                                                                                                  |                                                                                    |
| Hasbro, Inc. (sublicensed by Scientific Games (Gibraltar) Limited) |       | Monopoly Live               | Five percent (5%) of the Gross Gaming Revenues generated through the Web Site(s) from Monopoly Live in addition to the Commission payable pursuant to clause 2.2 of the Evolution Schedule.                                                                                                                              | License is subject to the conditions set out in Section 3 and 4 of this Annex EV1. |
| Progressive Games Partners LLC                                     |       | 21+3                        | Three percent (3%) of the Gross Gaming Revenues generated through the Web Site(s) from 21+3 in addition to the Commission payable pursuant to clause 2.2 of the Evolution Schedule.                                                                                                                                      |                                                                                    |
| Progressive Games Partners LLC                                     |       | Perfect Pairs for Blackjack | Three percent (3%) of the Gross Gaming Revenues generated through the Web Site(s) from Perfect Pairs for Blackjack in addition to the Commission payable pursuant to clause 2.2 of the Evolution Schedule.                                                                                                               |                                                                                    |
| Progressive Games Partners LLC                                     |       | Perfect Pairs for Baccarat  | Three percent (3%) of the Gross Gaming Revenues generated through the Web Site(s) from Perfect Pairs for Baccarat in addition to the Commission payable pursuant to clause 2.2 of the Evolution Schedule.                                                                                                                |                                                                                    |

|                                                              |                                                     |                                                                                                                                                                                                                            |                                                                                                                                                                      |
|--------------------------------------------------------------|-----------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Progressive Games Partners LLC                               | Caribbean Stud Poker                                | Three percent (3%) of the Gross Gaming Revenues generated through the Web Site(s) from Caribbean Stud Poker in addition to the Commission payable pursuant to clause 2.2 of the Evolution Schedule.                        |                                                                                                                                                                      |
| Progressive Games Partners LLC                               | Double Ball Roulette                                | Three percent (3%) of the Gross Gaming Revenues generated through the Web Site(s) from Double Ball Roulette in addition to the Commission payable pursuant to clause 2.2 of the Evolution Schedule.                        |                                                                                                                                                                      |
| Progressive Games Partners LLC                               | Texas Hold'em Bonus Poker                           | Three percent (3%) of the Gross Gaming Revenues generated through the Web Site(s) from Texas Hold'em Bonus Poker in addition to the Commission payable pursuant to clause 2.2 of the Evolution Schedule.                   |                                                                                                                                                                      |
| S.C. Development Services System and Evolution Malta Limited | Bucharest Dual Play Roulette                        | Three percent (3%) of the Gross Gaming Revenues generated through the Web Site(s) from Bucharest Dual Play Roulette in addition to the Commission payable pursuant to clause 2.2 of the Evolution Schedule.                | The service levels for the services provided under this Annex (which are available upon request) do not apply to Bucharest Dual Play Roulette                        |
| Scientific Games (Gibraltar) Limited                         | Ultimate Texas Hold'Em®                             | Three percent (3%) of the Gross Gaming Revenues generated through the Web Site(s) from Ultimate Texas Hold'Em in addition to the Commission payable pursuant to clause 2.2 of the Evolution Schedule.                      | License is subject to the conditions set out in Section 3 and 4 of this Annex EV1                                                                                    |
| Scientific Games (Gibraltar) Limited                         | Three Card Poker®, with 6 card bonus                | Three percent (3%) of the Gross Gaming Revenues generated through the Web Site(s) from Three Card Poker, with 6 card bonus in addition to the Commission payable pursuant to clause 2.2 of the Evolution Schedule.         | License is subject to the conditions set out in Section Section 3 and 4 of this Annex EV1.                                                                           |
| Scientific Games (Gibraltar) Limited                         | Free Bet Blackjack®                                 | Three percent (3%) of the Gross Gaming Revenues generated through the Web Site(s) from Free Bet Blackjack® in addition to the Commission payable pursuant to clause 2.2 of the Evolution Schedule.                         | License is subject to the conditions set out in Section 3 and 4 of this Annex EV1.                                                                                   |
| Resorts Digital Gaming LLC and Evolution                     | <u>Resorts Casino's Dual Play American Roulette</u> | Three percent (3%) of the Gross Gaming Revenues generated through the Web Site(s) from Resort Casino's Dual Play American Roulette in addition to the Commission payable pursuant to clause 2.2 of the Evolution Schedule. | The service levels for the services provided under this Annex (which are available upon request) do not apply to <u>Resorts Casino's Dual Play American Roulette</u> |
| Aviator LLC and Evolution                                    | Aviator Dual Play Roulette                          | Three percent (3%) of the Gross Gaming Revenues generated through the Web Site(s) from Resort Casino's Dual Play American Roulette in addition to the                                                                      | The service levels for the services provided under this Annex (which are available upon request) do not                                                              |

|                                                                    |                                 |                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                  |
|--------------------------------------------------------------------|---------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                    |                                 | Commission payable pursuant to clause 2.2 of the Evolution Schedule.                                                                                                                                                                                                                                                  | apply to Aviator Dual Play Roulette                                                                                                              |
| Evo Gaming Studios RO Srl and S.C. Development Services System Srl | Grand Casino Dual Play Roulette | Three percent (3%) of the Gross Gaming Revenues generated through the Web Site(s) from Resort Casino's Dual Play American Roulette in addition to the Commission payable pursuant to clause 2.2 of the Evolution Schedule.                                                                                            | The service levels for the services provided under this Annex (which are available upon request) do not apply to Grand Casino Dual Play Roulette |
| Evolution and AC Ocean Walk LLC                                    | Atlantic Dual Play Roulette     | Three percent (3%) of the Gross Gaming Revenues generated through the Web Site(s) from Resort Casino's Dual Play American Roulette in addition to the Commission payable pursuant to clause 2.2 of the Evolution Schedule.                                                                                            | The service levels for the services provided under this Annex (which are available upon request) do not apply to Atlantic Dual Play Roulette     |
| Evolution and Hippodrome Casino Limited                            | Hippodrome Dual Play Roulette   | Three percent (3%) of the Gross Gaming Revenues generated through the Web Site(s) from Resort Casino's Dual Play American Roulette in addition to the Commission payable pursuant to clause 2.2 of the Evolution Schedule.                                                                                            | The service levels for the services provided under this Annex (which are available upon request) do not apply to Hippodrome Dual Play Roulette   |
| Evolution                                                          | Dragon Tiger                    | The Commission calculated on the Gross Gaming Revenues set out in clause 2.2 of the Evolution Schedule.                                                                                                                                                                                                               |                                                                                                                                                  |
| Evolution                                                          | Football Studio (Top Card)      | The Commission calculated on the Gross Gaming Revenues set out in clause 2.2 of the Evolution Schedule.                                                                                                                                                                                                               |                                                                                                                                                  |
| Evolution                                                          | Craps                           | The Commission calculated on the Gross Gaming Revenues set out in clause 2.2 of the Evolution Schedule.                                                                                                                                                                                                               |                                                                                                                                                  |
| Evolution                                                          | Crazy Time                      | Three percent (3%) of the Gross Gaming Revenues generated through the Web Site(s) from Crazy Time in addition to the Commission payable pursuant to clause 2.2 of the Evolution Schedule.                                                                                                                             |                                                                                                                                                  |
| Evolution                                                          | Speed Blackjack                 | <p>The Commission set out in clause 2.2 of the Evolution Schedule will be payable on <b><u>main bets</u></b>.</p> <p>An additional three and a half per cent (3,5%) of the Gross Gaming Revenues generated through the Web Site(s) from <b><u>side bets</u></b> placed by Users on Speed Blackjack will be levied</p> |                                                                                                                                                  |
| Evolution                                                          | Mega Ball                       | Three percent (3%) of the Gross Gaming Revenues generated through the Web Site(s) from Mega Ball in addition to the Commission payable pursuant to clause 2.2 of the Evolution Schedule.                                                                                                                              |                                                                                                                                                  |

|           |                    |                                                                                                                                                                                                                                                                                                                       |  |
|-----------|--------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
|           |                    |                                                                                                                                                                                                                                                                                                                       |  |
| Evolution | Power Blackjack    | <p>The Commission set out in clause 2.2 of the Evolution Schedule will be payable on <u><b>main bets</b></u>.</p> <p>An additional three and a half per cent (3,5%) of the Gross Gaming Revenues generated through the Web Site(s) from <u><b>side bets</b></u> placed by Users on Power Blackjack will be levied</p> |  |
| Evolution | Instant Roulette   | The Commission calculated on the Gross Gaming Revenues set out in clause 2.2 of the Evolution Schedule.                                                                                                                                                                                                               |  |
| Evolution | Lightning Baccarat | The Commission calculated on the Gross Gaming Revenues set out in clause 2.2 of the Evolution Schedule.                                                                                                                                                                                                               |  |

#### 4. SPECIFIC TERMS FOR THREE CARD POKER®, ULTIMATE TEXAS HOLD'EM® AND FREE BET BLACKJACK®

- The license to Three Card Poker®, Ultimate Texas Hold'Em® and Free Bet Blackjack® excludes dedicated gaming devices (which shall be understood to mean mobile and portable devices provided by casinos to their customers solely to make wireless gaming available at such casino) in The Republic of Ireland, Northern Ireland, Wales, Scotland, England, the Channel Islands and the Isle of Man.
- The license grants to any games owned or licensed by Scientific Games (Gibraltar) Limited excludes such jurisdictions as notified by Evolution from time to time (email sufficing).
- The Licensed Games set out in Annex EV1 are being licensed by Alea to the Operator under this Annex and within the Territory as Additional Licensed Live Games. It is the Operator's (and the Operator undertakes to procure that all End-Users and Intermediaries will similarly undertake) responsibility to ensure that the Additional Licensed Live Games can be offered within the Territory and the Operator is encouraged to visit Evolution's website ([www.evolutiongaming.com](http://www.evolutiongaming.com)) from time to time to update itself on the list of prohibited territories for the Licensed Games contemplated under this Annex.

#### 5. SPECIFIC TERMS FOR MONOPOLY LIVE

- Clause 4(2) above shall apply to the game Monopoly Live. In addition, the following jurisdictions are excluded from the license grant of Monopoly Live:
  - Austria; and
  - Germany (excluding Schleswig-Holstein).
- The Operator undertakes to comply with such policies, procedures, guidelines and similar relating to the Right Holder's Intellectual Property Rights as provided by Evolution, through Alea, from time to time (email sufficing).

## Schedule 4C: Annex EV2 (Evolution)

### RNG Games Terms

#### 1. DEFINITIONS

1. In this Annex the following capitalised terms shall have the following meanings solely for the purposed of this Annex:

|                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|--------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>“Go Live Button”</b>  | means the relative RNG Game’s unique button that takes End-Users on a journey through the Game’s in-game portal directly to a Live Roulette Table offered through the Web Sites;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>“Major Defect”</b>    | <p>the definition of Major Defect set out in Evolution’s Service Levels (available upon request) shall, for the RNG Games only, be replaced by the definition of Major Defect included in this Annex. “Major Defect” in respect of the RNG Games only shall mean a Defect that materially adversely affects the Live Casino Platform (but not amounting to a Critical Defect), including for example:</p> <ul style="list-style-type: none"> <li>(a) the Evolution Software is not functioning as per the agreed specification criteria for functionality and performance and is materially adversely affecting a majority of the End-Users (e.g. a system slow down); or</li> <li>(b) limited access to Live Casino Platform or any parts thereof (e.g. majority of End-Users are not able to view balance); or</li> <li>(c) the ability of End-Users to place stakes on RNG Games is materially adversely affected, or where End-Users’ ability to deposit or withdraw money is materially impaired; or</li> <li>(d) server response to betting action is greater than 1 second in more than 1% of responses, as measured on the server side (99% of responses will be &lt;1 seconds, as measured on server side);</li> </ul> |
| <b>“Promotion Suite”</b> | <p>means the proprietary in-house tools and software developed by Evolution and provided to the Operator through the Gaming Gateway enabling <i>inter alia</i> the Operator to reward End-Users instantly with automatically triggered campaigns including by rewarding them with free games and sending targeted push messages directly to single or multiple players in-game and that provides the Operator with game data to produce leaderboards, big wins, achievement points etc as further explained here: <a href="https://www.evolutiongaming.com/evolution-gaming-promotions-suite">https://www.evolutiongaming.com/evolution-gaming-promotions-suite</a>;</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>“Right Holder”</b>    | means, in relation to an RNG Game, the right holder set out in Section 3 of this Annex opposite the relevant RNG Game.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

## 2. TERMS

2.1 Subject to the terms of the Evolution Schedule, the Operator procuring that the Go Live Button on all RNG games is kept live/active at all times and the Operator promptly integrating the Web Sites with the Promotion Suite, during the Term, Evolution, through Alea, hereby grants the right, and the Operator hereby accepts, to offer the RNG Games through the Gaming Gateway to Operator in the Field of Use in the Territory and to advertise, market and promote the RNG Games through the Web Sites in the Territory.

2.2 In consideration for access to the RNG Games, the Operator shall pay to Alea the RNG Commission as a stand-alone fee and in lieu of the Commission set out in clause 2.2 of the Evolution Schedule.

2.3 The RNG Commission of the RNG Games will be considered in an aggregated manner, i.e. the RNG Commission of one RNG Game will be set-off against the RNG Commission of the other RNG Games (as applicable). For greater clarity, there shall be no carryover of negative RNG Commission from one invoicing period to another.

2.4 Evolution agrees to provide the Operator, through Alea, with a solution for direct launch of Evolution's live casino offering from the RNG Games offered on the Web Site(s) at no extra costs.

2.5 Evolution, through Alea, shall provide the Operator with basic branding consisting of logo and colour scheme free of charge (the "**RNG Branding**"). For every RNG Branding requested by the Operator that Evolution and Alea (acting reasonably) deem does not constitute basic branding, the Operator agrees to pay a one-off fee of EUR fifteen thousand (€15,000) (the "**RNG Branding Fee**").

2.6 The Operator acknowledges and agrees that Evolution is the sole and exclusive owner of all Intellectual Property Rights, title and interest in the RNG Games and in the services listed in this Annex at all times during and subsequent to the Term. Nothing in the Evolution Schedule and in the Agreement shall create for, or confer upon, the Operator (or upon any Intermediary and/or End-User) any ownership rights, title, leasehold, right of usage or other interest of any nature whatsoever in or to such RNG Games and services.

2.7 Alea, at Evolution's request, may cancel the provision of an RNG Game at any time during the term of the Evolution Schedule by providing the Operator with a written notice (email sufficing).

2.8 The Operator represents and warrants to Alea - and expressly acknowledges Evolution's right to claim through Alea - that it owns or, otherwise, controls all rights (including in particular all Intellectual Property Rights) that are required for Evolution and/or Alea lawfully to use the graphics, imagery and 'look and feel' comprising the RNG Branding for the purposes set out in this Annex. Any breach of this representation and warranty, including it ceasing to be true to any extent, shall be considered a material breach of Addendum by the Operator.

2.9 For the avoidance of doubt, the Operator shall be responsible for all regulatory costs, fees and/or taxes payable to Government Agencies for providing the RNG Games in any jurisdiction and any other charges which may be imposed by Government Agencies on the Operator in the jurisdictions in which the Operator provides the RNG Games from time-to-time.

2.10 The Service Levels offered by Evolution to Alea (copy available upon request) shall apply to the provision of the RNG Games *mutatis mutandis* except for the definition of Major Defect contained therein which shall be replaced and substituted by the definition of Major Defect set out in this Annex.

### 3. LIST OF RNG GAMES AND APPLICABLE RNG COMMISSION

| <b>COLUMN A</b><br><b>RIGHT HOLDER</b> | <b>COLUMN B</b><br><b>RNG GAME</b>        | <b>COLUMN C</b><br><b>RNG COMMISSION (IN LIEU OF THE COMMISSION IN<br/>CLAUSE 2.2 OF THE EVOLUTION SCHEDULE)</b> |
|----------------------------------------|-------------------------------------------|------------------------------------------------------------------------------------------------------------------|
| EVOLUTION                              | FIRST PERSON ROULETTE                     | nine per cent (9%) of all Gross Gaming Revenues generated through the Web Site(s) from the relevant RNG Game     |
| EVOLUTION                              | FIRST PERSON BLACKJACK                    | nine per cent (9%) of all Gross Gaming Revenues generated through the Web Site(s) from the relevant RNG Game     |
| EVOLUTION                              | FIRST PERSON LIGHTNING<br>ROULETTE        | nine per cent (9%) of all Gross Gaming Revenues generated through the Web Site(s) from the relevant RNG Game     |
| EVOLUTION                              | FIRST PERSON<br>DREAMCATCHER              | nine per cent (9%) of all Gross Gaming Revenues generated through the Web Site(s) from the relevant RNG Game     |
| EVOLUTION                              | FIRST PERSON BACCARAT <sup>1</sup>        | nine per cent (9%) of all Gross Gaming Revenues generated through the Web Site(s) from the relevant RNG Game     |
| EVOLUTION                              | FIRST PERSON DRAGON<br>TIGER <sup>2</sup> | nine per cent (9%) of all Gross Gaming Revenues generated through the Web Site(s) from the relevant RNG Game     |
| EVOLUTION                              | FIRST PERSON CRAPS <sup>3</sup>           | nine per cent (9%) of all Gross Gaming Revenues generated through the Web Site(s) from the relevant RNG Game     |
| EVOLUTION                              | FIRST PERSON MEGA BALL <sup>4</sup>       | nine per cent (9%) of all Gross Gaming Revenues generated through the Web Site(s) from the relevant RNG Game     |
| EVOLUTION                              | FIRST PERSON TOP CARD <sup>5</sup>        | nine per cent (9%) of all Gross Gaming Revenues generated through the Web Site(s) from the relevant RNG Game     |

<sup>1</sup> To be announced by Evolution at a later date in liaison with Alea' Key Account Manager.

<sup>2</sup> To be announced by Evolution at a later date in liaison with Alea' Key Account Manager.

<sup>3</sup> To be announced by Evolution at a later date in liaison with Alea' Key Account Manager.

<sup>4</sup> To be announced by Evolution at a later date in liaison with Alea' Key Account Manager.

<sup>5</sup> To be announced by Evolution at a later date in liaison with Alea' Key Account Manager.

## **Schedule 4C: Annex PT1 (Playtech)**

### **PLAYTECH Progressive Jackpot Terms**

#### **1. Progressive Jackpot Games Management**

1. In consideration of the payment of the Progressive Jackpot Games Management Fee as set forth in clause 1a of the Playtech Schedule, the End-Users shall be entitled to participate in the Progressive Jackpot Games as long as the Progressive Balance is a positive number amount and is in excess of its marginal Progressive Contribution (*for example only, if the Progressive Balance indicates 3 and the last player's Progressive Contribution is 4, then the remainder is a negative amount and Operator shall have to top up the Progressive Balance in order to allow this transaction to be executed*). Such top up amount shall be as reasonably advised by Playtech taking into account historical and expected play of the Progressive Jackpot Games by End-Users. The Reseller shall monitor the level of progressive spending on an ongoing basis to ensure that the Progressive Balance amount shall not fall below the amount set out in clause 2 below.

2. In order to substantiate the offering provided under Reseller's brand at the start of operation and to allow the initialization of the Progressive Jackpot Games Network Services, the Reseller, through Alea, shall transfer to Playtech the Initial Progressive Deposit in an amount as set forth under clause 1a of the Playtech Schedule. Should the Progressive Balance equal zero or a negative amount, then Playtech shall be entitled but not obligated to immediately suspend and/or terminate all End-Users from participating in the Progressive Jackpot Games.

3. The Reseller undertakes that it shall be responsible to pay in a single lump sum payment (i.e., not in installments or under any other form of payment scheme) the Progressive Winnings to any of the End-Users who shall be entitled to receive such payment upon winning ("**Relevant Jackpot Winnings**"):

- a) in respect of Relevant Jackpot Winnings of more than €300,000, following completion of the Operator's own verification exercise and following the transfer by Playtech to Alea of the Relevant Jackpot Winnings less the Seed Amount under clause 7 below;
- b) in respect of Relevant Jackpot Winnings of less than €300,000 on completion of the Reseller's own verification exercise.

4. If Alea or Reseller are required to pay any money to the other, the paying party shall promptly send the required amount by either of:

- (i) a wire transfer to a designated account which shall be provided by the receiving party;
- (ii) any other payment transfer method at the receiving party's discretion.

Only upon receipt of confirmation from the bank that a wire transfer was accepted or other payment method resulted in the receiving party receiving the amounts concerned shall the relevant payment be deemed to be made under this Annex.

#### **1. Progressive Jackpot Games Management Fees**

In consideration of the provision of the Progressive Jackpot Games Management, the Reseller shall pay to Alea a monthly Progressive Jackpot Games Management Fee, per each calendar month, calculated with reference to the Reseller's contribution to the Progressive Jackpot Games in an amount to be calculated as a percentage of the monthly Progressive Contribution, as set forth in Section 3 below.

Playtech may modify the Progressive Jackpot Games Management Fee by giving Alea a minimum of thirty (30) days' prior notice of the change, which Alea shall pass on to the Reseller.

In the event that the Reseller does not wish to accept the modified Progressive Jackpot Games Management Fee, the Reseller will have the right to terminate the Progressive Jackpot Games within thirty (30) days of having received notice of the increase, on thirty days' notice, in which case the increased Progressive Jackpot Games Management Fee shall not apply during the notice period, provided however all other terms and conditions of the Agreement shall continue to be in full force and effect with respect to the provision of all other products and services set forth in the Agreement, Schedule and/or in this Annex.

#### **2. Progressive Jackpot Games**

The list of Progressive Jackpot Games may not be available in all territories, languages and/or currencies and may be updated by Playtech from time to time.

| Game                  | Coin value/s        | Contribution % | Payout %                                                                                                                               | Seed Amount   |
|-----------------------|---------------------|----------------|----------------------------------------------------------------------------------------------------------------------------------------|---------------|
| Progressive Blackjack | €1                  | 3.00           | Payout: 99.53<br>Sidebet Payout: 94.85                                                                                                 | 50,000 coins  |
| Safecracker           | €0.25, €0.5, €1, €5 | 3.00           | One Coin Payout: 92.91<br>Two Coins Payout: 92.91<br>Three Coins Payout: 95.91                                                         | 6,000 coins   |
| Magic Slots           | €0.25, €0.5, €1, €5 | 2              | One Coin Payout: 93.70<br>Two Coins Payout: 93.70<br>Three Coins Payout: 95.70                                                         | 3,000 coins   |
| Gold Rally            | €2                  | 2              | Less than Max Coin Payout: 94.71<br>Max Coin Payout: 96.71                                                                             | 37,500 coins  |
| Diamond Valley        | €1                  | 0.8            | One Coin Payout: 96.16<br>Two Coins Payout: 96.16<br>Three Coins Payout: 96.16<br>Four Coins Payout: 96.16<br>Five Coins Payout: 97.16 | 5,000 coins   |
| Fruit mania           | €0.25               | 1.00           | One Coin Payout: 95.76<br>Two Coins Payout: 95.76<br>Three Coins Payout: 95.76<br>Four Coins Payout: 95.76<br>Five Coins Payout: 96.76 | 5,000 coins   |
| Cinerama              | €0.05               | 1.00           | Less than Max Coin Payout: 95.94<br>Max Coin Payout: 98.94                                                                             | 300,000 coins |
| Wall St. Fever        | €0.1                | 1.00           | Less than Max Coin Payout: 96<br>Max Coin Payout: 97                                                                                   | 15,000 coins  |
| Queen of Pyramids     | €0.15, €0.25        | 1.00           | Less than Max Coin Payout: 93.97<br>Max Coin Payout: 94.97                                                                             | 40,000 coins  |
| Mega Jacks            | €0.25               | 2.00           | Less than Max Coin Payout: 98.11                                                                                                       | 1,250 coins   |

| Game                    | Coin value/s | Contribution % | Payout %                                                   | Seed Amount   |
|-------------------------|--------------|----------------|------------------------------------------------------------|---------------|
|                         |              |                | Max Coin Payout: 98.49                                     |               |
| 10 Line Jacks or Better | €0.25        | 1.00           | Less than Max Coin Payout: 96.15<br>Max Coin Payout: 97.15 | 4,000 coins   |
| Beach Life              | €0.5         | 3.00           | Payout: 93.25                                              | 100,000 coins |

| Game       | Coin value/s | Contribution % | Payout %                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Seed Amount  |
|------------|--------------|----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| Mega Balls | €1           | 8.5            | Payout (depending on bet type): 95<br>Payout for Sum of Balls (21-50): 95.71<br>Payout for Sum of Balls (51-100): 95.24<br>Payout for Sum of Balls (101-140): 95.27<br>Payout for Sum of Balls (141-160): 95.04<br>Payout for Sum of Balls (161-200): 95.11<br>Payout for Sum of Balls (201-250): 95.73<br>Payout for Sum of Balls (251-273): 94.71<br>Payout for First Ball Wager: 95<br>Payout for Last Ball Wager: 95<br>Payout for Sixth Ball Number: 93.75<br>Payout for Sixth Ball Color: 95<br>Payout for Cocktail Bet Single: 93.65<br>Payout for Cocktail Bet Double: 94.34<br>Payout for Numbers Bet (1): 95<br>Payout for Numbers Bet (2): 94.4148936<br>Payout for Numbers Bet (3): 94.8196115<br>Payout for Numbers Bet (4): 94.8196115<br>Payout for Steps Bet (Higher): 94.4444444<br>Payout for Steps Bet (Lower): 94.4444444<br>Payout for Colors Bet (0): 95.2602809<br>Payout for Colors Bet (1): 94.5218291<br>Payout for Colors Bet (2): 94.9438015<br>Payout for Colors Bet (3): 95.065058<br>Payout for Colors Bet (4): 94.895299<br>Payout for Colors Bet (5): 94.5393526<br>Payout for Colors Bet (6): 94.6224068 | 20,000 coins |

| Game                      | Coin value/s     | Contribution % | Payout %                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Seed Amount  |
|---------------------------|------------------|----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| Genie's Hi-Lo Progressive | €0.5, €1, €2, €5 | 3.8            | Payout for Higher Bet: 94.12<br>Payout for Lower Bet: 95.69<br>Payout for Red Bet: 96.86<br>Payout for Black Bet: 93.14<br>Payout for Higher & Red Bet: 94.12<br>Payout for Higher & Black Bet: 94.12<br>Payout for Lower & Red Bet: 96.47<br>Payout for Lower & Black Bet: 96.47                                                                                                                                                                                                                                                                                                                       | 250 coins    |
| Jackpot Darts Progressive | €0.5, €1, €2, €3 | 12             | Payout for Total of 3-38: 96.1<br>Payout for Total of 39-41: 95.91<br>Payout for Total of 42-180: 94.71<br>Payout for 0 Singles: 93.54<br>Payout for 1 Single: 94.85<br>Payout for 2 Singles: 93.48<br>Payout for 3 Singles: 94.86<br>Payout for 0 Doubles: 92.48<br>Payout for 1 Double: 97.06<br>Payout for 2 Doubles: 96.21<br>Payout for 3 Doubles: 95.69<br>Payout for 0 Triples: 95.01<br>Payout for 1 Triple: 96.63<br>Payout for 2 Triples: 95.83<br>Payout for 3 Triples: 95.81<br>Payout for Specific Single: 96.80<br>Payout for Outer Bulls-Eye: 95.52<br>Payout for Inner Bulls-Eye: 93.51 | 25,000 coins |
| Dollar Ball               | €1               | 10.00          | Payout: 72.41                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 10,000 coins |
| Stravaganza               | €1               | 15.00          | Payout: 97.46<br>Sidebet Payout: 72.26                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 10,000 coins |

| Game                            | Coin value/s | Contribution % | Payout %                                                                                                                                                                                          | Seed Amount                                                                                       |
|---------------------------------|--------------|----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|
| Progressive Baccarat            | €1, €2, €5   | 7.00           | Banker Payout: 98.94<br>Player Payout: 98.76<br>Tie payout: 85.56<br>Sidebet Payout:<br>Player/Banker Pair – 88.75<br>Perfect Pair – 82.93<br>Either Pair - 85.46<br>Big – 95.65<br>Small – 94.73 | 10,000 coins                                                                                      |
| Pink Panther                    | configurable | 1.4            | 95.39                                                                                                                                                                                             | 0.18%<br>Consolation - € 80.00<br>Minor Pink - € 100.00<br>Major Pink - € 1,000.00                |
| Age of the Gods - God of Storms | configurable | 0.99%          | 95.15                                                                                                                                                                                             | Ultimate Power- €100,000.00<br>Super Power- € 5,000.00<br>Extra Power- € 500.00<br>Power- € 50.00 |
| Superman II                     | configurable | 0.99%          | 95.03                                                                                                                                                                                             | DC JP:<br>Grand- € 200,000.00<br>Major- € 10,000.00<br>Minor- € 1,000.00<br>Mini- € 100.00        |
| Superman the Movie              | configurable | 0.99%          | 95.02                                                                                                                                                                                             | DC JP:<br>Grand- € 200,000.00<br>Major- € 10,000.00<br>Minor- € 1,000.00<br>Mini- € 100.00        |

| Game                        | Coin value/s | Contribution % | Payout %                | Seed Amount                                                                                |
|-----------------------------|--------------|----------------|-------------------------|--------------------------------------------------------------------------------------------|
| Man of Steel                | configurable | 0.99%          | 95.05                   | DC JP:<br>Grand- € 200,000.00<br>Major- € 10,000.00<br>Minor- € 1,000.00<br>Mini- € 100.00 |
| Green Lantern               | configurable | 0.99%          | 94.95                   | DC JP:<br>Grand- € 200,000.00<br>Major- € 10,000.00<br>Minor- € 1,000.00<br>Mini- € 100.00 |
| Batman & The Penguin Prize  | configurable | 0.99%          | 96.06                   | DC JP:<br>Grand- € 200,000.00<br>Major- € 10,000.00<br>Minor- € 1,000.00<br>Mini- € 100.00 |
| Batman & Mr Freeze Fortune  | configurable | 1.00%          | 96.04                   | DC JP:<br>Grand- € 200,000.00<br>Major- € 10,000.00<br>Minor- € 1,000.00<br>Mini- € 100.00 |
| Dirty Dancing               | configurable | 0.99%          | 94.49                   | Level 1 - € 200.00<br>Level 2- € 2,000.00                                                  |
| Batman & The Riddler Riches | configurable | 0.99%          | min - 95.08 max - 96.09 | DC JP:<br>Grand- € 200,000.00<br>Major- € 10,000.00<br>Minor- € 1,000.00<br>Mini- € 100.00 |

| Game                                                 | Coin value/s | Contribution % | Payout %                  | Seed Amount                                                                                       |
|------------------------------------------------------|--------------|----------------|---------------------------|---------------------------------------------------------------------------------------------------|
| Batman & The Batgirl Bonanza                         | configurable | 0.99%          | min - 95.01 max - 96.00   | DC JP:<br>Grand- € 200,000.00<br>Major- € 10,000.00<br>Minor- € 1,000.00<br>Mini- € 100.00        |
| Batman & Catwoman Cash                               | configurable | 0.99%          | 95.11                     | DC JP:<br>Grand- € 200,000.00<br>Major- € 10,000.00<br>Minor- € 1,000.00<br>Mini- € 100.00        |
| Batman & The Joker Jewels                            | configurable | 0.99%          | 95.01                     | DC JP:<br>Grand- € 200,000.00<br>Major- € 10,000.00<br>Minor- € 1,000.00<br>Mini- € 100.00        |
| Gladiator's JP                                       | configurable | 1              | 91.46                     | €50,000 (0.05% of the bet)                                                                        |
| Everybody's JP                                       | configurable | 3              | 94.01                     | €20,000 (0.3% of the bet)                                                                         |
| Monty Python Spamlot – Slightly less than Holy Grail | configurable | 3              | 93.99                     | €100 (0.2% of the bet)                                                                            |
| Monty Python Spamlot – Holy Grail                    |              |                |                           | €50,000 (0.1% of the bet)                                                                         |
| Age of the Gods - Fate Sisters                       | configurable | 0.99%          | 92.95 (Min) - 93.02 (Max) | Ultimate Power- €100,000.00<br>Super Power- € 5,000.00<br>Extra Power- € 500.00<br>Power- € 50.00 |
| Age of the Gods - Roulette                           | configurable | 0.99%          | 95.73                     | Ultimate Power- €100,000.00<br>Super Power- € 5,000.00<br>Extra Power- € 500.00<br>Power- € 50.00 |

| Game                                | Coin value/s | Contribution % | Payout %                  | Seed Amount                                                                                          |
|-------------------------------------|--------------|----------------|---------------------------|------------------------------------------------------------------------------------------------------|
| Age of the Gods - Goddess of Wisdom | configurable | 0.99%          | 94.87(Min) - 94.94 (Max)  | Ultimate Power-<br>€100,000.00<br>Super Power- € 5,000.00<br>Extra Power- € 500.00<br>Power- € 50.00 |
| Age of the Gods - Prince of Olympus | configurable | 0.99%          | 93.83(Min) - 94.82 (Max)  | Ultimate Power-<br>€100,000.00<br>Super Power- € 5,000.00<br>Extra Power- € 500.00<br>Power- € 50.00 |
| Age of the Gods - Age of the Gods   | configurable | 0.99%          | 94.03 (Min) - 95.02 (Max) | Ultimate Power-<br>€100,000.00<br>Super Power- € 5,000.00<br>Extra Power- € 500.00<br>Power- € 50.00 |
| Age of the Gods - Furious Four      | configurable | 0.99%          | 93.88 (Min) - 94.88 (Max) | Ultimate Power-<br>€100,000.00<br>Super Power- € 5,000.00<br>Extra Power- € 500.00<br>Power- € 50.00 |
| Age of the Gods - King of Olympus   | configurable | 0.99%          | 94.99(min) - 95.98 (max)  | Ultimate Power-<br>€100,000.00<br>Super Power- € 5,000.00<br>Extra Power- € 500.00<br>Power- € 50.00 |
| Juicy Booty                         | configurable | 1.00%          | 96.03                     | €10,000                                                                                              |
| Land of Gold                        | configurable | 1.00%          | 95.15                     | €5,000                                                                                               |
| Leprechaun's Luck                   | configurable | 1.59%          | 88.00                     | £16,000                                                                                              |

| Game                    | Coin value/s | Contribution % | Payout % | Seed Amount                                                                                                                                  |
|-------------------------|--------------|----------------|----------|----------------------------------------------------------------------------------------------------------------------------------------------|
| Geisha Story JP         | configurable | 0.99%          | 96.48    | Dragon's Jackpot 1:<br>€ 20,000.00<br>Dragon's Jackpot 2:<br>€ 1,000.00<br>Dragon's Jackpot 3:<br>€ 100.00<br>Dragon's Jackpot 4:<br>€ 10.00 |
| Silent Samurai JP       | configurable | 0.99%          | 96.72    | Dragon's Jackpot 1:<br>€ 20,000.00<br>Dragon's Jackpot 2:<br>€ 1,000.00<br>Dragon's Jackpot 3:<br>€ 100.00<br>Dragon's Jackpot 4:<br>€ 10.00 |
| Wu Long JP              | configurable | 0.99%          | 95.99    | Dragon's Jackpot 1:<br>€ 20,000.00<br>Dragon's Jackpot 2:<br>€ 1,000.00<br>Dragon's Jackpot 3:<br>€ 100.00<br>Dragon's Jackpot 4:<br>€ 10.00 |
| The Winnings of Oz      | configurable | 1.09%          | 94.00    | £15,000                                                                                                                                      |
| Life of Brian           | configurable | 1.08%          | 94.00    | £20,000                                                                                                                                      |
| The Glass Slipper       | configurable | 1.05%          | 94.00    | £10,000                                                                                                                                      |
| Fairest of them All     | configurable | 1.05%          | 94.00    | £10,000                                                                                                                                      |
| Bounty of the Beanstalk | configurable | 1.00%          | 94.00    | € 50,000.00                                                                                                                                  |

| Game                            | Coin value/s                             | Contribution % | Payout %                                | Seed Amount                                                                                                       |
|---------------------------------|------------------------------------------|----------------|-----------------------------------------|-------------------------------------------------------------------------------------------------------------------|
| Chests of Plenty                | configurable                             | 1.62%          | 88.31 (90.00 With JP)                   | £16,000                                                                                                           |
| Frankie Dettori Magic 7 Jackpot | configurable                             | 0.99%          | 94.13 without JP<br>93.14+ 0.99 with JP | Gold - € 30,000.00<br>Silver- € 8,000.00                                                                          |
| Thai Temple                     | €0.1, €0.2, €0.4, €1<br>Kiosk- €0.2      | 2.00%          | 91.57 without JP<br>93.55 with JP       | (.com) - € 3,000.00<br>(.com + Kiosk)- € 6,000.00<br>(.com) - € 12,000.00<br>(.com) - € 30,000.00                 |
| Jackpot Giant                   | €0.08                                    | 2.98%          | 91.25                                   | € 100,000.00                                                                                                      |
| Cat in Vegas                    | configurable                             | 2.00%          | 92                                      | € 15,000.00                                                                                                       |
| Captain's Cannon                | configurable                             | 6.50%          | 95.00                                   | € 5,000.00                                                                                                        |
| Purple Hot                      | €0.40, €1, €2, €5<br>Kiosk- €0.4         | 2.00%          | 92.33 without JP<br>94.33 with JP       | (.com+Kiosk)-€ 2,000.00<br>(.com)-€ 5,000.00<br>(.com) - € 10,000.00<br>(.com) - € 25,000.00                      |
| Streak of Luck                  | €0.01, €0.02, €0.04, €0.1, €0.2, €0.4    | 1.40%          | 94.96                                   | Level1-€ 87.50<br>Level2-€ 175.00<br>Level3-€ 350.00<br>Level4-€ 875.00<br>Level5-€ 1,750.00<br>Level6-€ 3,500.00 |
| Esmeralda                       | €0.08, €0.20, €0.40, €1<br>Kiosk - €0.08 | 1.70%          | 91.827 Without JP<br>93.429 With JP     | (.com + Kiosk)- € 2,000.00<br>(.com)- € 5,000.00<br>(.com)-€ 10,000.00<br>(.com)-€ 25,000.00                      |

| Game                     | Coin value/s                                                                        | Contribution % | Payout % | Seed Amount                                                                                                                  |
|--------------------------|-------------------------------------------------------------------------------------|----------------|----------|------------------------------------------------------------------------------------------------------------------------------|
| Sweet Party              | €1, €2, €5, €10                                                                     | 1.00%          | 93.97    | Sweet Party \$10 – € 50,000.00<br>Sweet Party \$5- € 25,000.00<br>Sweet Party \$2-€ 10,000.00<br>Sweet Party \$1- € 5,000.00 |
| The Love Boat            | €0.01, €0.02, €0.05, €0.1, €0.2, €0.25, €0.5, €0.75, €1, €2, €5, €10, €20, €25, €50 | 2.00%          | 93.98    | € 10,000.00                                                                                                                  |
| Funky Fruits             | €1, €2, €5, €10                                                                     | 1.00%          | 93.97    | €5,000, €10,000, €25,000, €50,000(dependending on the coins applied)                                                         |
| Adventures in Wonderland | configurable                                                                        | 1.58%          | 92.92    | € 20,000.00                                                                                                                  |

*\*If applicable and if permitted in accordance with Applicable Law and with the regulations of the Competent Authority.*

## Schedule 4C: Annex PT2 (Playtech) Live Casino Management

In consideration of the Fees specified in clause 1a of the Playtech Schedule, Playtech, through Alea, will procure that a member of its Group shall provide a facility in which Live Games will be performed and broadcasted in accordance with instructions given by End-Users participating in the games via the Licensed Software.

**ALL WAGERING, DEPOSITS AND WITHDRAWALS ACTIVITY BY END-USERS WILL BE CONDUCTED SOLELY BETWEEN END-USERS AND THE RESELLER; ALEA AND PLAYTECH SHALL HAVE NO INVOLVEMENT OR LIABILITY OF ANY KIND FOR ANY SUCH ACTIVITY, INCLUDING FOR MONITORING END-USERS' WINNINGS, LOSSES AND PAYOUTS. PLAYTECH'S SOLE FUNCTION WILL BE TO PERFORM THE GAMES ACCORDING TO THE INSTRUCTIONS GIVEN TO IT BY END-USERS.**

2. Through the Gaming Gateway, Playtech will provide the following:

2.1. A real-time video streaming facility of the live table games broadcast via the internet to Operator's URL(s);

2.2. An operating facility in Latvia/the Philippines or any other jurisdiction in which Playtech or any company within its Group is licensed, as shall be determined by Playtech. The Reseller acknowledges that additional charges may apply depending on the location and services.

2.3. Operational team consisting of IT personnel, shift manager(s) and pit bosses and other pertinent positions as may be offered by Playtech from time to time.

2.4. A selection of trained dealers, who will:

- a) Present the individual table games offered by Playtech.
- b) Interact with End-Users via the mediums provided (video stream and online chat).

2.5. Direct access to shift PitBoss(es) 24/7 via telephone, email and/or other messaging systems as may be available from time to time.

2.6. Assistance to Reseller with customer support services wherever possible, as follows:

- a) Forward to customer support any End-User queries conveyed via the online chat function as noted by dealers.
- b) Forward reports detailing any technical problems experienced by the facility which may assist the Reseller with its customer support.
- c) In the event that additional services are required by the Reseller, such new services shall be mutually discussed and agreed between the Parties, including with respect to time allocation, resources, efforts and additional fees.

3. Playtech shall use reasonable efforts consistent with prevailing online gaming standards to enforce rules to prevent End-Users/dealers collusion risk.

4. Playtech reserves the right to adopt such procedures as it may reasonably deem proper and suited to the business/operations/game profile of its entire live dealer network (including that of the Reseller), including the right to amend, alter, or change any such procedures, without any prior notice to the Reseller. Any such change in the procedure shall not be deemed or construed as an amendment of this Annex which will require mutual consent of the Parties herein.

5. All live gaming mistakes shall be handled and resolved solely by the operational team present at the facility at such time. Any such decision or resolution shall be final and binding upon the Reseller and its End-Users. The Reseller shall cause this matter to be disclosed properly and timely to the End-Users.

6. Playtech reserves the right to disable the chat/voice function of any End-Users and/or block any End-Users who may be using inappropriate, obnoxious, insulting or threatening language at the gaming tables without any prior notice given to Licensee. A report will be sent to Sublicensee for reference as soon as reasonably practicable, including screenshots of the chat conversation if available.

7. To avoid or prevent collusion between End-Users and dealers or other online gaming staff, as well as to comply with its regulatory obligations, and without derogating from the limitations related to Excluded Territories set forth in the Agreement, Playtech, Alea and the Reseller shall prevent or prohibit End-Users located in any country from which the Live Games services are provided, from playing Live Games through any Web Site and the Gaming Gateway.

8. Technical downtimes may occur due to unforeseen circumstances which are beyond the control of Playtech, including without limitation downtime of the ISP, data center or electricity shortages. In such event, PitBosses from the live facility or Playtech shall notify Licensee or its support team of the occurrence of the same as soon as they become aware of the same and as soon as it is practicable to provide such notice. Scheduled maintenance shall be scheduled by Playtech according to procedures or randomly as needed on all tables. The Reseller will be notified ahead of time of such scheduled downtimes as relevant. Playtech will perform emergency maintenance on tables and other equipment in the event of any malfunction, and may not be able to provide prior notice of such emergency maintenance.

9. The Reseller understands and confirms that, notwithstanding anything in this Agreement to the contrary and in addition to any other limitations on Playtech's and/or Alea' liability set forth in this Agreement, Playtech and/or Alea shall not have any liability related to any losses incurred as a result of dealer or technical errors.

10. To the extent that the Reseller wishes to obtain and offer to its End-Users Live Games via Dedicated Tables, the following shall also apply:

- a) In consideration of the Fees for Dedicated Tables (as defined below) as shall be agreed in writing on a case by case basis, Playtech, through Alea, shall or will procure that a member of its Group shall make available to any brand/s a dedicated floor space capable of accommodating standard table games with no decorations, ready for design and installation of hardware, for the sole purpose of providing the Reseller with dedicated Live Games services ("**Dedicated Tables**" and "**Live Dedicated Area**"). For the avoidance of doubt, Playtech does not provide the Reseller with any lease, title or any other right in or to the Live Dedicated Area.
- b) The design and setup of the Live Dedicate Area, including the look and feel, props and facility to create the required studio concept by the Reseller (the "**Live Dedicated Area Concept**") shall be at the Reseller's sole liability and expense, it being acknowledged and agreed that any and all specific requirements to that effect shall be subject to Playtech's and Alea' prior written approval (such approval not be unreasonably withheld, delayed or conditioned).
- c) At the Reseller's request, Playtech shall provide, through Alea, at no additional charge, advice regarding possible effects of the Live Dedicated Area Concept over the live broadcasting. Playtech and Alea shall not be responsible for any costs entailed by the implementation of such advice, the implementation thereof, nor for any outcome resulting from the Reseller's adherence or non-adherence to any such advice.
- d) The Live Services provided in connection with the Live Dedicated Area, including, without limitations, branding, studio personnel's presentation style, dress code and other appearance-related issues, shall be in accordance with Playtech's general standards and procedures, as shall be from time to time. Any change request shall be subject to additional cost determined by Playtech in its sole discretion.

1. The Reseller hereby acknowledges that Playtech and/or any member of its Group, acting on its behalf, assume no responsibility, for any kind or type of promotional activity and/or marketing content

that is incorporated on the Reseller's dedicated Live Dedicated Area, to be broadcast and/or otherwise accessible to End-Users and not expressly mentioned and/or approved in this Agreement. In connection with same, the Reseller hereby declares and warrants to Playtech and Alea that:

- a) Any and all content provided by the Reseller and/or displayed by the Reseller as part of a promotion/advertising or through any other platform and channel, shall not infringe any Intellectual Property Rights of any third party and shall not contain and/or reference any materials or Intellectual Property owned by any competitor of the Playtech Group;
- b) it shall not make available content which is in breach of Applicable Law, which discriminates on the grounds of race, religion, gender, sexuality or otherwise, or which depicts violence or sexual force;
- c) it shall not make available content which may be construed as offensive, abusive, defamatory or obscene, which is misleading or not truthful, or otherwise in breach of the provisions of this Agreement;
- d) The Reseller is aware of the legal and regulatory restrictions associated with the advertising of gaming and/or gambling and that allowing the display of such content on a live broadcast does not, and will not in the future, constitute acceptance, approval or endorsement of said content by Playtech or its Group;
- e) it will, with respect to each promotion and ALL content, obtain and maintain, at its own expense, any and all permits, consents, licenses and authorizations which may be necessary for the Reseller's promotion, all in accordance with Applicable Law and orders of all Competent Authorities applicable to the Reseller and/or the promotion and/or content;
- f) in the event that Playtech (or any member of the Playtech Group) requests the removal of any promotion and/or content, the Reseller shall do so immediately. To the extent that Playtech and/or another member of its Group have direct access to the content broadcast, it is agreed that Playtech and/or any Group member on its behalf shall have the right to remove such content without the Reseller's prior approval.

12. The Reseller shall indemnify Playtech and Alea upon written demand, and hold Playtech and Alea harmless from any damages, losses, claims and expenses, including reasonable attorney fees, payable to a third party by Playtech, Alea or any related entity acting on their behalf, arising out of any claim by a third party for any promotions and/or additional prizes or rewards pertaining to live promotions.

**Schedule 4C: Annex PT3 (Playtech)**  
**PLAYTECH End-User T&C**

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IMPORTANT: PERSONS LOCATED IN CERTAIN TERRITORIES, CURRENTLY INCLUDING THE UNITED STATES OF AMERICA AND ITS TERRITORIES, ISRAEL AND THE COUNTRIES SPECIFIED AS PROHIBITED, EXCLUDED OR SIMILAR AS PART OF THE TERMS AND CONDITIONS AND/OR LIST ON THE WEBSITE, IN EACH CASE AS SUPPLEMENTED FROM TIME TO TIME (THE “PROHIBITED JURISDICTIONS”) ARE NOT PERMITTED TO USE THE SOFTWARE IN ANY WAY OR MANNER IN CONNECTION WITH ANY REAL MONEY PLAY. TO REMOVE ANY DOUBT, THIS RESTRICTION ALSO APPLIES TO RESIDENTS AND CITIZENS OF OTHER NATIONS WHILE LOCATED IN A PROHIBITED JURISDICTION. THE FACT THAT THE WEBSITE IS ACCESSIBLE IN A PROHIBITED JURISDICTION, OR THAT THE SOFTWARE ALLOWS THE USE OF THE OFFICIAL LANGUAGE OF A PROHIBITED JURISDICTION, SHALL NOT BE CONSTRUED AS A LICENSE TO USE THE SOFTWARE IN SUCH PROHIBITED JURISDICTION. ANY ATTEMPT TO CIRCUMVENT THIS RESTRICTION, FOR EXAMPLE, BY USING A VPN, PROXY OR SIMILAR SERVICE THAT MASKS OR MANIPULATES THE IDENTIFICATION OF YOUR REAL LOCATION, OR BY OTHERWISE PROVIDING FALSE OR MISLEADING INFORMATION REGARDING YOUR CITIZENSHIP, LOCATION OR PLACE OF RESIDENCE, OR BY MAKING BETS OR WAGERS USING THE SOFTWARE THROUGH A THIRD PARTY OR ON BEHALF OF A THIRD PARTY LOCATED IN A PROHIBITED JURISDICTION IS A BREACH OF THIS AGREEMENT AND MAY CONSTITUTE A CRIMINAL OFFENSE. IF IT BECOMES APPARENT, OR WE HAVE REASONABLE GROUNDS TO SUSPECT, THAT YOU ARE LOCATED IN ANY OF THE PROHIBITED JURISDICTIONS, THIS MAY RESULT IN CLOSING YOUR PLAYER ACCOUNT, WITHOUT AN OBLIGATION TO PROVIDE YOU WITH ADVANCE NOTICE, FREEZING THE FUNDS THEREIN AND PROVIDING THE APPLICABLE DETAILS TO VENDOR AND/OR RELEVANT AUTHORITIES, ALL IN ACCORDANCE WITH APPLICABLE LAWS AND AGREEMENTS, AND YOU SHALL BE LIABLE TO US FOR ANY DAMAGE OR LOSS RESULTING THEREFROM.

BY ACCEPTING THE TERMS AND CONDITIONS (INCLUDING BY TICKING THE “I AGREE” BOX) (“ACCEPTANCE”), YOU AGREE TO THE USE OF ELECTRONIC COMMUNICATIONS IN ORDER TO ENTER INTO CONTRACTS, AND YOU WAIVE ANY RIGHTS OR REQUIREMENTS UNDER APPLICABLE LAWS OR REGULATIONS IN ANY JURISDICTION WHICH REQUIRE AN ORIGINAL (NON-ELECTRONIC) SIGNATURE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW. YOU ALSO CONFIRM THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

IF YOU DO NOT AGREE WITH ANY OF THE TERMS OF THIS AGREEMENT, DO NOT ACCEPT THE TERMS AND CONDITIONS AND DO NOT CONTINUE TO DOWNLOAD, INSTALL OR OTHERWISE USE THE SOFTWARE.

## 1. Definitions

The following words and terms, when used in this agreement, shall have the following meanings, unless the context clearly indicates otherwise:

- 1.1. **“Assistance Programs”** means any artificial intelligence including, without limitation, ‘robots’ and/or any other computer generated program used to interact with the Software in aid or in place of a player.
- 1.2. **“IP Rights”** means any and all intellectual property rights, of all types or nature whatsoever, including, without limitation, patent, copyright, design rights, trade marks, data base rights, applications for any of the above, moral rights, know-how, trade secrets, domain names, URL, trade names or any other intellectual or industrial property rights (and any licenses in connection with any of the same), whether or not registered or capable of registration, and whether subsisting in any specific country or countries or any other part of the world.
- 1.3. **“Online Games”** means the internet gambling system on the Website and related services and gambling activities (including, but not limited to, online casino and any other games) offered on the Website.
- 1.4. **“Player Account”** means a personal account opened by an individual and maintained with Us to enable that person to play the Online Games;
- 1.5. **“Software”** means the software required to be downloaded, accessed or otherwise utilized by You from the Website for the purpose of participating in the Online Games, including the related documentation and including any enhancements, modifications, additions, translations or updates to such software.
- 1.6. **“Us”, “We”, “Our”** and similar terms mean [● OPERATOR].
- 1.7. **“Website”** means [www.\[●\].com](http://www.[●].com), and any related sites on which the Online Games are accessible via links or any other access way.
- 1.8. **“You”, “Your”** and similar terms mean the user of the Software downloaded from the Website.

## 2. Subject Matter of Agreement

The rules of the Online Games are placed in the [www.\[●\].com/rules](http://www.[●].com/rules) as well as other sections of the Software and the Website, including but not limited to, rules describing how to play the Online Games, tournaments, and any other rules governing particular game, event and tournament. All such rules are incorporated and included under the term and conditions set out herein.

## 3. License to Use the Software; Restrictions

- 3.1. We hereby grant to You a limited, personal, non-transferable, non-exclusive, worldwide (except as noted below) license to download, access and otherwise utilize the Software on Your device, in order to play the Online Games, in accordance with this agreement.
- 3.2. This license applies only to the object code of the Software (i.e., the compiled, assembled, or machine executable version of the Software) and does not grant you any rights whatsoever with respect to the source code of the Software.
- 3.3. Notwithstanding anything to the contrary herein, persons located in the Prohibited Jurisdictions are not permitted to use the Software in any way or manner in connection with any real-

money play. To remove any doubt, this restriction also applies to residents and citizens of other nations while located in a Prohibited Jurisdiction. This license does not apply to, and does not allow You the use of the Software in or from any Prohibited Jurisdictions, and the fact that the Website is accessible in a Prohibited Jurisdiction, or that the Software allows the use of the official language of a Prohibited Jurisdiction, shall not be construed as a license to use the Software in such Prohibited Jurisdiction. Any attempt to circumvent this restriction, for example, by using a VPN, proxy or similar service that masks or manipulates the identification of Your real location, or by otherwise providing false or misleading information regarding your location, citizenship, or place of residence, or by making bets or wagers using the Software through a third party or on behalf of a third party located in a Prohibited Jurisdiction, is a breach of this agreement and may constitute a criminal offense under applicable laws. If it becomes apparent, or We have reasonable grounds to suspect, that You are located in any of the Prohibited Jurisdictions, this may result in closing Your Player Account, without an obligation to provide You with advance notice, freezing the funds therein and providing the applicable details to Vendor and/or relevant authorities, all in accordance with applicable laws and agreements, and You shall be liable to Us for any damage or loss resulting therefrom. **IT IS YOUR DUTY TO CONSULT AND CHECK REGULARLY OUR WEBSITE REGARDING THE LIST OF THE PROHIBITED JURISDICTIONS.**

3.4. We reserve any and all rights not expressly granted in Section 3.1 above. In addition, You are not permitted to, and You agree not to permit or assist others to:

3.4.1. use, copy, modify, create derivative works from or distribute the Software, any part of it, or any copy, adaptation, transcription, or merged portion of it;

3.4.2. decode, reverse engineer, disassemble, decompile or otherwise translate or convert the Software or any part of it;

3.4.3. transfer, loan, lease, assign, rent, or otherwise sublicense the Software;

3.4.4. remove any copyright, proprietary or similar notices from the Software (or any copies of it);

3.4.5. operate the Software or any part of it for the benefit of or on behalf of any third party, including by way of 'bulletin board', online service or remote dial-in, application service provider services, internet service provider services, timesharing arrangements, outsourcing services or bureau services;

3.4.6. copy or translate any user documentation provided online or in electronic format;

3.4.7. enter, access or attempt to enter or access or otherwise bypass Our security system or interfere in any way (including but not limited to, robots and similar devices) with the Website or attempt to make any changes to the Software and/or any features or components thereof; or

3.4.8. use any Assistance Programs in connection with the Software and/or the Online Games. You are prohibited from any interaction within the Online Games that is not the direct result of You personally utilizing the Software for the purpose for which it was intended.

3.5. You acknowledge and agree that We may take steps to detect and prevent the use of Assistance Programs. These steps may include, but are not limited to, examination of software programs running concurrently with the Software on Your device. You agree that you will not attempt to bypass, interfere with, or block such steps, including, without limitation, the use of third party software that bypasses, interferes with, or blocks such steps. Any attempt to restrict Us in this matter will entitle Us to immediately suspend the availability of the Software to You and You shall immediately forfeit any winnings.

3.6. You acknowledge and agree that all IP Rights, title and interest in and to the Software, including in and to any modification, enhancement, adaptation, translation or other change of or addition to the Software, belong exclusively to the Vendor, even if developed based on ideas, suggestions or

proposals by You or any other third party. By accepting this agreement, You irrevocably assign to the Vendor all right, title, and interest You may have or may acquire in and to all such rights, including, without limitation, patent, copyright, trademark, trade secret or know how, and You agree to sign and deliver to the Vendor such documents as Vendor considers desirable to evidence or effect the assignment of all of the aforesaid rights to the Vendor. You agree not to, directly or indirectly, attempt to invalidate for any reason whatsoever, or assert, or assist the assertion by others, that the rights, title or interest in the Software belong to any third party other than the Vendor, or that they infringe the IP Rights of others.

#### **4. Your Duty to Examine Legality of Use**

You confirm that You are older than 18 years, and in any event of legal age as determined by the laws of the country where you are located. You also confirm that You are aware of the legal issues relating to the operation of online gambling sites, and that You understand that We and the Vendor are not warranting in any way or manner that the use of the Software for the purposes of gambling, as such term is commonly understood in the industry, is legal in any jurisdiction.

Given the changes in the legal status of online gambling in various jurisdictions, You undertake to examine the legality of Your participation in the Online Games and use of the Software in each jurisdiction that is applicable to You and to do the same only in compliance with all applicable laws and orders of any competent authority.

#### **5. Disclaimer of Warranties**

THE SOFTWARE IS MADE AVAILABLE TO YOU HEREUNDER ON AN 'AS IS' BASIS, WITHOUT ANY UNDERTAKINGS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE.

WE AND THE VENDOR, AND ALL OF THEIR AFFILIATES AND RELATED PARTIES, HEREBY EXCLUDE AND DISCLAIM ANY AND ALL IMPLIED TERMS, CONDITIONS AND WARRANTIES (INCLUDING ANY WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR ANY PARTICULAR PURPOSE), AND, WITHOUT LIMITING THE GENERALITY OF THE AFORESAID, WE AND THE VENDOR DO NOT WARRANT, AMONG OTHER THINGS, THAT (A) THE SOFTWARE WILL BE NON-INFRINGEMENT, (B) THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ANY DEFECTS IN THE SOFTWARE WILL BE CORRECTED, OR THAT THE SOFTWARE IS VIRUS-FREE; (C) THE SOFTWARE IS OF SATISFACTORY QUALITY OR FIT FOR ANY PARTICULAR PURPOSE; OR (D) USE BY YOU OF THE SOFTWARE WITH ANY OTHER SOFTWARE, OR WITH INAPPROPRIATE HARDWARE, WILL NOT CAUSE ANY DISTURBANCE TO THE SOFTWARE OR TO SUCH OTHER SOFTWARE.

IN THE EVENT OF COMMUNICATIONS OR SYSTEM ERRORS OCCURRING IN CONNECTION WITH THE SOFTWARE, NEITHER WE NOR THE VENDOR NOR THEIR AFFILIATES AND RELATED PARTIES WILL BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY COSTS, EXPENSES, LOSSES OR CLAIMS ARISING OR RESULTING FROM SUCH ERRORS.

NEITHER WE NOR THE VENDOR NOR OUR AFFILIATES AND RELATED PARTIES WILL BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR PAYMENTS MADE (OR NOT MADE) TO YOU AS A RESULT OF A DEFECT OR ERROR IN THE SOFTWARE, OR IN CONNECTION WITH ANY CLAIM OR DEMAND MADE BY THE VENDOR OR ANY THIRD PARTY FOR THE RETURN OF SUCH PAYMENTS OR OTHERWISE IN CONNECTION WITH SUCH PAYMENTS.

You hereby acknowledge that it is not in Our control how the Software is used by You. You load and use the Software at Your own risk and in no event shall We be liable to you for any direct, consequential, incidental or special damage or loss of any kind (except personal injury or death resulting from Our negligence).

#### **6. Confidentiality**



The Software includes non-public and confidential information, which is secret and valuable to Us or the Vendor. You agree, as long as You use the Software and thereafter, to (a) keep all such confidential information strictly confidential; (b) not to disclose such confidential information to a third party, and not to use such confidential information for any purpose other than participating in the Online Games. You further agree to take all reasonable steps at all times to protect and keep confidential such confidential information.

## **7. Your Warranties and Representations**

You warrant and represent to Us that:

- 7.1. You are not a resident of any of the Prohibited Jurisdictions; and
- 7.2. You have examined the legality of Your participation in the Online Games and use of the Software in each jurisdiction that is applicable to You, and have found the same to be legal in such jurisdictions under all applicable laws and orders of any competent authority.

## **8. Changes to this Agreement**

- 8.1. We may make changes to this Agreement at any time, at our sole discretion. Such changes will take effect from the date specified by us on the Website, whether or not We have notified You specifically of such changes. It is important, therefore, that You log in to the Website from time to time to check to see whether there is a notification of change.
- 8.2. You agree to be solely responsible for becoming informed of such changes. If You continue to use the Software or the Online Games after the effective date of certain changes (regardless of the way We have notified such changes), You agree to be bound by those changes whether or not You have had actual notice of, or have read, the relevant changes. If You do not agree to be bound by relevant changes, You should not continue to use the Software or the Online Games any further.

## **9. Term and Termination**

- 9.1. This agreement is effective, and binding upon You, from the moment of Your Acceptance, and shall remain in force unless terminated in accordance with the provisions hereof.
- 9.2. You may terminate this agreement with immediate effect at any time, subject to the terms of Section 9.4. Termination by You shall be effected by sending Us written notice of the termination of Your participation on the Website and the Online Games and closure of Your account with Us.
- 9.3. We may terminate this agreement with immediate effect at any time, by written notice to You.
- 9.4. Upon any termination of this agreement, whether by Us or by You, You agree and acknowledge that (i) Your rights to use the Software shall immediately terminate, and (ii) You will cease any and all use of the Software, and (iii) You will remove the Software from your computer, hard drives, networks and other storage material.

## **10. No Claims Against Vendor; Limitation of Liability**

- 10.1. You understand and agree that We will be solely responsible to You under this agreement, and while Your commitments under this agreement are also for the benefit of the Vendor, its affiliates and related parties (and can therefore be enforced by them too), Vendor, its affiliates and related parties are not parties to this agreement and will not be liable for any damages of any kind whatsoever caused to You or any third party, regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise.
- 10.2. You are free to choose whether to download and use the Software. If You do so, You acknowledge that You do it with the full understanding of this agreement, including the provisions of this Section 10, and at Your own risk. IN NO EVENT SHALL WE (AND FOR THE AVOIDANCE OF DOUBT, ALSO VENDOR) OR ANY OF THEIR AFFILIATES AND RELATED PARTIES, IN AGGREGATE:

10.2.1. BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL OR SPECIAL DAMAGE OR LOSS OF ANY KIND WHATSOEVER; OR LOSS OF BUSINESS, PROFITS, REVENUE, CONTRACTS OR ANTICIPATED SAVINGS; OR LOSS OR DAMAGE ARISING FROM LOSS, DAMAGE OR CORRUPTION OF ANY DATA; or

10.2.2. BE LIABLE TO YOU WITH RESPECT TO ANY AND ALL CLAIMS AT ANY AND ALL TIMES ARISING FROM OR RELATING TO THIS AGREEMENT, HOWSOEVER ARISING UNDER CONTRACT OR ANY THEORY OF LAW, FOR DAMAGES EXCEEDING THE LOWER OF (A) THE AMOUNT DEPOSITED BY YOU WITH US AND USED BY YOU FOR GAMBLING PURPOSES, OR (B) €1,000 (ONE THOUSAND EUROS).

## **11. Privacy**

11.1. We will only use Your personal information in accordance with our privacy policy, which is set out in full at <https://www.playtech.com/privacy-policy-cookies> ("**Privacy Policy**"). We reserve the right to amend the Privacy Policy at any time. However, We reserve the right to ask You to provide Us with additional details and any such additional information will be kept confidential. We further reserve the right under certain circumstances to disclose certain details to relevant authorities should it be required to do so by law, an arm of the state or a regulatory body. Subject to the provisions of the Privacy Policy, this right to disclose personal information to bodies or authorities whose purpose is to investigate money laundering, fraud and other criminal activity will be to the extent required by law.

## **12. Your Responsibilities**

You shall not transfer in any way whatsoever Your rights under this agreement without our prior written consent.

## **13. Your Warranties and Representations**

You warrant and represent that:

13.1. You are over the age of eighteen.

## **14. Reservation of Rights**

14.1. We reserve, at Our sole discretion, the right to:

14.2. change, suspend, remove, modify or add any game or tournament on the Online Games.

14.3. We may at any time disclose certain personal information of Yours to third parties in accordance with Our Privacy Policy, which is set out in full at <https://www.playtech.com/privacy-policy-cookies>.

14.4. We may at any time without prior notice to You terminate Your use of the Online Games and block Your Player Account if We consider that You are in breach of any of the terms and provisions of this agreement or that You are otherwise acting illegally. We will not be under any obligation in such circumstances to refund or otherwise reimburse You for any of the funds in Your Player Account.

## **15. General Provisions**

15.1. Governing Law. The construction, validity and performance of this agreement will be governed by the laws of England.

15.2. Competent Courts. Any legal proceedings arising out of or relating to this agreement will be subject to the jurisdiction of the courts of London, England. However, this shall not prevent Us from bringing any action in the court of any other jurisdiction for injunctive or similar relief.

15.3. Severability. The illegality, invalidity or enforceability of any part of this agreement will not affect the legality, validity or enforceability of the remainder.

15.4. Language. The English language version of this agreement will prevail over any other language version issued by us.



15.5. No assignment by You. You are not allowed to assign this agreement or any rights or obligation hereunder to any other party.

15.6. Priority. This agreement shall prevail in the event of any conflict between the terms and conditions herein and any other agreement or document referred to herein or used in connection with the Software.

15.7. Notices. You agree to receive communications from Us in an electronic form. Electronic communications may be posted on the pages within the Website or the messages/help files of Your client application, or delivered to Your e-mail address. All communications in either electronic or paper format will be considered to be in 'writing' and to have been received no later than five business days after posting or dissemination, whether or not You have received or retrieved such communication. We reserve the right, but assume no obligation, to provide communications in paper format. Any notices required to be given in writing to Us or any questions concerning this agreement should be addressed to support@[●].com

## Schedule 5 Restricted Jurisdictions List

Ver. 14 September 2023

The following list shall be subject to changes without prior notice and shall be amended from time to time. Alea shall use best endeavours to communicate such updated list as soon as possible. The latest version shall be the version with the most current date and shall supersede all other older versions in any agreement or held by Operator/ Reseller.

**BLACK LIST: Any activity from the following countries is prohibited without exception.**

**GREY LIST: Any activity from the following countries is restricted.**

If Alea deems sufficient safeguards are met in terms of Operator/ Reseller's AML CFT procedures, the following countries may be permitted conditionally on a case by case basis, even if from Regulated jurisdiction.

**REGULATED LIST: Any activity from the following countries must be accompanied by proof of valid local licence. Reselling shall not be permitted under these jurisdictions (with exception to the Philippines).**

| BLACK LIST                                                                                                                                                                                   | GREY LIST                                                                                                                                                                                                                                                                                                                                                                                                                   | REGULATED                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>• Afghanistan</li> <li>• Iran</li> <li>• North Korea</li> <li>• Syria</li> <li>• Trinidad &amp; Tobago</li> <li>• Vanuatu</li> <li>• Yemen</li> </ul> | <ul style="list-style-type: none"> <li>• Barbados</li> <li>• Burkina Faso</li> <li>• Cayman Islands</li> <li>• Congo</li> <li>• Haiti</li> <li>• Jamaica</li> <li>• Jordan</li> <li>• Mali</li> <li>• Mozambique</li> <li>• Myanmar</li> <li>• Nigeria</li> <li>• Panama</li> <li>• Senegal</li> <li>• South Africa</li> <li>• South Sudan</li> <li>• Tanzania</li> <li>• Uganda</li> <li>• United Arab Emirates</li> </ul> | <ul style="list-style-type: none"> <li>• Argentina – Buenos Aires, Cordoba, Mendoza</li> <li>• Australia</li> <li>• Austria</li> <li>• Belgium</li> <li>• Bulgaria</li> <li>• Canada – Ontario</li> <li>• Colombia</li> <li>• Czechia</li> <li>• Cyprus</li> <li>• Denmark</li> <li>• Estonia</li> <li>• France</li> <li>• Georgia</li> <li>• Gibraltar</li> <li>• Greece</li> <li>• Italy</li> <li>• Latvia</li> <li>• Lithuania</li> <li>• Mexico</li> <li>• Netherlands</li> <li>• Philippines</li> <li>• Portugal</li> <li>• Romania</li> <li>• Slovakia</li> <li>• Spain</li> <li>• Sweden</li> <li>• Switzerland</li> <li>• UK – incl. Guernsey (Alderney), Jersey and Isle of Man</li> <li>• Ukraine</li> <li>• USA – Connecticut, Delaware, Michigan, New Jersey, Pennsylvania, West Virginia</li> </ul> |

Notwithstanding anything to the contrary in the Agreement, the list above is purely indicative, and its completeness, accuracy and currency are by no means warranted. The Operator/ Reseller expressly agrees and understands that gaming regulations are evolutive and that it is the Operator's/ Reseller's sole responsibility to keep up to date with regards to any changes to the any laws or regulations applicable to the Business Activity.

It is further understood that the jurisdiction specific limitations under this list shall be combined to any Restricted Territories requirements contained in the relevant Games Package Addenda of the Agreement (where applicable) and any other jurisdiction specific limitations imposed by the Gaming Providers and communicated separately by Alea

## **Schedule 6** **Service Levels**

### **1 General**

1.2 In addition and without any prejudice to the provisions of Article 4 of the Agreement, this Schedule 6 ("SLA") governs the service levels and performance of the Licensed Software that is made available by Alea to the Reseller. The Licensed Software consists of the Gaming Gateway developed by Alea (or any entity related to Alea) and the Licensed Games, developed by the respective Gaming Providers and licensed to Alea for further sub-licensing to the Reseller, as contemplated in this Agreement.

1.3 The support services under this SLA are provided by Alea. Support services in relation to the Licensed Games are subject to the support services offered by the respective Gaming Providers and passed on by Alea to the Reseller. Alea hereby represents and warrants to the Reseller that it shall not cause any unnecessary delay in passing on any and all support services it itself receives from the relevant Gaming Provider.

### **2 Response times**

1.4 Alea shall use its reasonable commercial efforts to provide customer service and support to the Reseller in relation to the Licensed Software, by addressing any issue reported by the Reseller in accordance with the reporting system (submission of a JIRA ticket), the applicable severity levels and response times as foreseen in the table below.

1.5 Alea shall categorise all issues in the first instance. In circumstances where the Reseller disagrees with the specific categorisation of an issue, the categorisation shall be discussed as quickly as is reasonably possible between the Parties and escalated thereafter to senior management should said discussion not resolve the disparity of opinion.

| Severity Level | Severity Description                                                                                                                                                                                                                                                  | Characteristics                                                                                                                                                                               | Response Time                        | Contact                                                                                                                                                                                                                       |
|----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Level 1</b> | <b>Critical</b> business impact: <ul style="list-style-type: none"> <li>Critical issue occurring on production system preventing business operations.</li> <li>A large number of users are prevented from working with no workaround.</li> </ul>                      | 1. System hangs or crashes<br>2. Critical functionality not available<br>3. Data loss or data corruption<br>4. Large number of players can't use the games<br>5. Impact is escalating quickly | 1 hr<br><br>Subsequent updates: 2hr  | Charlotte Lecomte: +34 664 398 974<br><b>AND (compulsory) at:</b><br>JIRA Ticket: <a href="https://aleaplay.atlassian.net/service-desk/customer-portal/22">https://aleaplay.atlassian.net/service-desk/customer-portal/22</a> |
| <b>Level 2</b> | <b>Major</b> business impact: <ul style="list-style-type: none"> <li>Major issue occurring on production system severely impacting business.</li> <li>A large number of users are impacted by issue but they are still able to work in a limited capacity.</li> </ul> | 1. Significant performance degradation<br>2. Important functionality not available<br>3. Small number of users blocked from work<br>4. Impact is escalating                                   | 2 hrs<br><br>Subsequent updates: 2hr | Charlotte Lecomte: +34 664 398 974<br><b>AND (compulsory) at:</b><br>JIRA Ticket: <a href="https://aleaplay.atlassian.net/service-desk/customer-portal/22">https://aleaplay.atlassian.net/service-desk/customer-portal/22</a> |

| Severity Level | Severity Description                                                                                                                                                                                                | Characteristics                                                                                                                                                                                        | Response Time                         | Contact                                                                                                                                                                                                                                                      |
|----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Level 3</b> | <b>Medium</b> business impact: <ul style="list-style-type: none"> <li>Issue causing a partial or non-critical loss of functionality on production system.</li> <li>A small number of users are affected.</li> </ul> | <ol style="list-style-type: none"> <li>Some system functions not available</li> <li>Minor performance degradation</li> <li>Small number of users impacted</li> <li>Impact is not escalating</li> </ol> | 4 hrs<br><br>Subsequent updates: 8hr  | <a href="mailto:Client-support@alea.com">Client-support@alea.com</a><br><b>AND (compulsory)</b> at: JIRA Ticket: <a href="https://aleaplay.atlassian.net/service-desk/customer/portal/22">https://aleaplay.atlassian.net/service-desk/customer/portal/22</a> |
| <b>Level 4</b> | <b>Low</b> business impact: <ul style="list-style-type: none"> <li>Issue occurring on non-production system or question, comment, feature request, documentation issue or other non-impacting issue.</li> </ul>     | <ol style="list-style-type: none"> <li>Incorrect product behavior without impact</li> <li>Product question or enhancement</li> </ol>                                                                   | 8 hrs<br><br>Subsequent updates: 24hr | <a href="mailto:Client-support@alea.com">Client-support@alea.com</a><br><b>AND (compulsory)</b> at: JIRA Ticket: <a href="https://aleaplay.atlassian.net/service-desk/customer/portal/22">https://aleaplay.atlassian.net/service-desk/customer/portal/22</a> |

### 3 Target Availability

1.6 Alea shall use its reasonable commercial efforts to ensure that the Licensed Software will be available 24 hours a day every day of the year with only limited, scheduled and notified interruptions.

1.7 With the exception of any scheduled interruptions, planned Maintenance and/or any other Limitations further described in Section 5.3 below, Alea shall use its best commercial efforts to ensure that the total cumulative Downtime (defined below) in any three (3) months period, should not cause the service availability (the “**Availability**”) to fall below the following ratios:

- In relation to the Gaming Gateway and back-office: 99,0%
- In relation to the Licensed Games: 98,5% or whichever higher percentage is provided to Alea by the respective Gaming Provider.

### 4 Maintenance

1.8 Planned downtime (“**Maintenance**”) is used for deploying new functionalities, bug fixes, server/hardware upgrades and other maintenance tasks in relation to the Licensed Software.

1.9 Alea shall use commercially reasonable efforts to limit Maintenance that will affect the availability of the Licensed Games to End-Users. Maintenance shall aim to be as least disruptive as possible and, wherever possible, aim at occurring outside normal business hours (for example on week days in the mornings between 03:00 am and 8:00 am).

1.10 Maintenance outside of the above time frames will be announced by Alea, wherever possible, at least twenty-four (24) hours in advance by e-mail notification to the Reseller. In the event that emergency Maintenance is necessary, Alea will use its best efforts to provide a prior notice to the Reseller.

1.11 The Reseller shall give Alea at least forty-eight (48) hours’ prior notice by email to the respective account manager or customer relations representative of patches, system upgrades and updates to any particular Reseller’s or Third-Party Operator’s infrastructure, where such works are likely to have an impact on Alea.

## 5 Unscheduled Downtime

1.12 Unscheduled Downtime ("**Downtime**"), occurs when Services are unavailable due to faults or emergency Maintenance that last five (5) minutes or more.

1.13 Downtime is only counted when the Licensed Software, or a substantial part thereof, is non-operational for a significant amount of End-Users and excludes insignificant or minor inconveniences for the End-Users.

1.14 In addition, the Licensed Software shall not be considered unavailable in any of the following circumstances, and such time shall be disregarded when calculating the Availability of the Licensed Software during any given reference period:

- Planned Maintenance, updates or upgrades including, without limitation, new releases;
- Emergency shutdowns necessary to protect the Licensed Software from malware, including but not limited to viruses, and any form of so called "denial of service" attacks or similar;
- Errors or failures to access the Licensed Software resulting from failures or communication problems beyond Alea's reasonable control (including without limitation the Internet or any other public or private networks or mobile phone networks);
- any act or omission of the Reseller or any of its agents, contractors, Third-Party Operators, Intermediaries or vendors, including, but not limited to a (i) failure to provide Alea with adequate access or information required in connection with the provision of the Licensed Software; (ii) failure to take any remedial action in relation to the provision of the Licensed Software to the Reseller as recommended by Alea, or otherwise preventing Alea from doing so, or (iii) any other act or omission imputable to the Reseller (including that of any third-party engaged by or claiming through the Reseller) which causes Alea to be unable to meet any of the service levels provisions;
- a failure of equipment or hardware not supplied by Alea under this SLA;
- any failure by the Reseller (including that of any third-party engaged by or claiming through the Reseller) to use the then current version of the Licensed Software or any improper use, misuse or unauthorised alteration by an Reseller (including that of any third-party engaged by or claiming through the Reseller) of the Licensed Software;
- The Reseller 's negligence, fraud or wilful misconduct (including that of any third-party engaged by the Reseller);
- Any force majeure event beyond the control of either of the Parties.

1.15 If Emergency Maintenance to the Gaming Gateway is required, Alea shall notify the Reseller as soon as reasonably practicable and provide appropriate details in order to establish the extent to which the Maintenance work will have an impact on the availability of the Licensed Games.

Signed for and on behalf of  
**ALEA OVERSEAS N.V.**

Signature: C. Drommond, Proxy holder eMoore N.V.  
 Name: C. Drommond  
 Title: Proxy holder eMoore N.V.  
 (Managing Director)  
 Date: 19/11/25

Signed for and on behalf of  
**THE DISTRIBUTOR**

Signature:   
 Name: Annesol Melaria / Bryon Finies  
 Title: Proxy holders A to  
 e-Management N.V.  
 (Managing Director)

Date: 19 November 2025

**Schedule 7 (EXHIBIT ONLY)**

## External Client Due Diligence Questionnaire

**Version 3.1**

This Due Diligence (“DD”) form is for use where an existing Alea client B2B reseller (“**Reseller Company**”) has clients (“**External Company**”) to whom Licensed Games shall be resold to. This DD is required by Alea from any parties utilising the Licensed Games originating from its platform as a means for Alea to comply with its KYC and DD requirements. The details entered below must be true, up-to-date, and correct. Failure to provide valid details may lead to a termination of service. **It is the Reseller Company’s sole duty to ensure full due diligence has been performed on the External Company. Alea shall not be held liable whatsoever for any action, inaction, deficiency, or negative consequence resulting from business with or connection to the below mentioned External Company.**

| Information requested                                                                                                                                                                             |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Date: <span style="background-color: yellow;">DD/MM/YYYY</span>                                                                                                                                   |
| <b>Reseller Company Legal Name</b> (Alea’s existing client company):                                                                                                                              |
| <b>External Company legal name</b> (Sublicensee’s client company):                                                                                                                                |
| <b>External Company trade/ branded name</b> (if applicable):                                                                                                                                      |
| External Company Registration Number:                                                                                                                                                             |
| External Company Jurisdiction of Incorporation:                                                                                                                                                   |
| External Company Business Location (if different from the place of incorporation):                                                                                                                |
| External Company Gaming License Number:                                                                                                                                                           |
| External Company URLs and/or other operation channels Offering the Software: <ul style="list-style-type: none"> <li>• [INSERT URL]</li> <li>• .</li> <li>• .</li> <li>• .</li> <li>• .</li> </ul> |
| External Company Type of Business (ie. Aggregator, Platform provider etc):                                                                                                                        |
| External Company Target Market ( <b><u>specify by country</u></b> NOT region):                                                                                                                    |
| Languages to be used on External Company URL:                                                                                                                                                     |
| Currencies:                                                                                                                                                                                       |

Please select category types:

- ☐ Slots
- ☐ Branded Slots
- ☐ Live

List all Game Suppliers to be requested:

- [INSERT GAME SUPPLIER NAME]
- .
- .
- .
- .
- .
- .
- .
- .
- .
- .

#### DECLARATION *(to be signed by Reseller Company representative)*

I, the undersigned, in my capacity as Key Person, confirm that, to the best of my knowledge and belief, proper due diligence has been conducted on the abovementioned External Company and that the information provided in this form is true, completed and accurate, I also acknowledge that any false statement provide may lead for contract to be revoked.

**Name:**

**Position:**

**Signature:**

**Date:**

\* Alea reserves the right to request any additional document or information it may deem fit to comply with any and all applicable Due Diligence and/or KYC requirements.

#### FOR INTERNAL USE ONLY

The above details have been reviewed and is hereby approved internally by Alea.

**Name:**

**Position:**

**Signature:**

**Date:**

# Alea - PP\_Gaming\_Services\_Agreement\_final\_for signature\_CLEAN execution

Final Audit Report

2025-11-19

|                 |                                                |
|-----------------|------------------------------------------------|
| Created:        | 2025-11-19                                     |
| By:             | Annesol Melaria (annesol.melaria@hbmgroup.com) |
| Status:         | Signed                                         |
| Transaction ID: | CBJCHBCAABAArUZQKoNRSoMvIHoiB44Fctq5021jRg8f   |

## "Alea - PP\_Gaming\_Services\_Agreement\_final\_for signature\_CLEAN execution" History

-  Document created by Annesol Melaria (annesol.melaria@hbmgroup.com)  
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