

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement (the "**Agreement**") is entered into as of
23 July 2024.

made by and between

Hub88 International B.V., a company duly incorporated under the laws of Curaçao, registered under the company number 148275, with registered office situated at Schout Bij Nacht, Doormanweg 40 Curaçao

And

HNA Gaming BV (hereinafter referred to as **Recipient**), a company duly incorporated under the laws of Curacao, registered under the company number **162383**, with registered office situated at Schottegatweg Oost 10 Unit 1-9 Bon Bini Business Center Curacao , (hereinafter collectively referred to as **Parties**),

to ensure the protection and preservation of the confidential and/or proprietary nature of information disclosed or made available or to be disclosed or made available to each other. For the purposes of the Agreement, each Party shall be deemed to include any subsidiaries, internal divisions, agents, employees and/or authorized representatives having a need to know such information. Any signing party shall refer to and bind the individual and the entity that he or she represents.

The Parties desire to ensure the confidential status of the information that may be disclosed to each other.

The purpose of the Agreement is to evaluate and/or pursue a business relationship in order distribute online games via aggregation platform ("**Purpose**").

Now, therefore, in reliance upon and in consideration of the following undertakings, the Parties agree as follows:

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1. Confidential information

1.1. Confidential information means all information (in any form or media) that:

- 1.1.1. is made available (direct or indirectly, and before, on or after the date of the Agreement) by or on behalf of the Discloser to the Recipient or is otherwise obtained by or on behalf of the Recipient and is by its nature confidential or Recipient knows or ought to know is confidential, and is information that is either marked as confidential, or the Recipient has been informed that it is confidential, or
- 1.1.2. if disclosed orally, is disclosed by the Discloser on the basis that is confidential unless stated otherwise *expressis verbis*, is by its nature confidential or the Recipient knows, or ought to know, is confidential; and

1.2. without limitation, all technical and non-technical information, including:

- 1.2.1. all confidential or proprietary information relating to:
 - 1.2.1.1. the business, affairs, partners, customers, clients, suppliers or plans, intentions, or market opportunities of the Discloser;
 - 1.2.1.2. the operations, processes, product information, know-how, technical information, designs, models, samples, tools, trade secrets or software of the Discloser;
 - 1.2.1.3. manuals, trade secrets, source and object codes, accounts, ledgers, financial and other records;
 - 1.2.1.4. business and marketing plans, promotional methods, business opportunities, projections and forecasts of financial performance;
 - 1.2.1.5. any information relating to businesses carried on by the Discloser from time to time;
 - 1.2.1.6. business and funding strategies, asset and liability management policies;
 - 1.2.1.7. the assets, liabilities and undertakings of the Discloser;
 - 1.2.1.8. customer information and customer information proprietary to customers, customer lists, lists of suppliers;
 - 1.2.1.9. affiliate information;
 - 1.2.1.10. customer segment conditions;
 - 1.2.1.11. any information, findings, data or analysis derived from Confidential Information;
 - 1.2.1.12. combinations of information, some of the individual elements of which may be known but which, in the aggregate, derive actual or potential economic value by reason of not being known to others who could benefit from such information;
 - 1.2.1.13. any other information that is identified as being of a confidential or proprietary nature.

1.3. Information is not Confidential Information if:

- 1.3.1. is publicly available at the time of its disclosure under this Agreement; or

- 1.3.2. becomes publicly available following disclosure under this Agreement (other than as a result of disclosure by the Recipient contrary to the terms of this Agreement); or
- 1.3.3. was lawfully in the possession of the Recipient prior to disclosure under this Agreement by the Disclosing Party as evidenced by written records; or
- 1.3.4. was, is or becomes available to the Recipient on a non-confidential basis from a person who, to the Recipient's knowledge, is not connected to the Disclosing Party and is not bound by a confidentiality agreement with the Disclosing Party or otherwise prohibited from disclosing the information to the Recipient;
- 1.3.5. the Recipient can show was developed by or for the Recipient independently of the information disclosed to it by the Disclosing Party.

2. Non-Disclosure and Limited Use

- 2.1. Recipient shall hold all Confidential Information in strict confidence and shall not disclose any Confidential Information to any third party. Recipient shall take the same degree of care that he/she uses to protect his/her own confidential and proprietary either by marking it, in the case of written materials, or, in the case of information that is disclosed orally or written materials that are not marked, by notifying the other Party of the proprietary and confidential nature of the information, such notification to be done orally, by e-mail or written correspondence, or via other means of communication as might be appropriate.
- 2.2. Recipient shall not use or exploit the Confidential Information in any way except for the Purpose.
- 2.3. Recipient shall not copy, reduce, or otherwise record the Confidential Information except as strictly necessary for the Purpose. Any such copies, reductions to writing and records shall be the property of the Discloser.
- 2.4. Recipient may only disclose Confidential Information pursuant to an order of a court of competent jurisdiction or as otherwise required by law. Under such circumstances Recipient will provide Discloser with advance notice of such disclosure for Discloser to have an opportunity to take legal action if need be.
- 2.5. Confidential Information shall not be reproduced in any form except as to achieve the Purpose. Any reproduction of any Confidential Information shall remain the property of the Discloser.
- 2.6. Recipient shall not modify, reverse engineer, decompile, create other works or disassemble any of the software programs of the Discloser, unless otherwise permitted in writing by Discloser.
- 2.7. Recipient shall establish and maintain adequate security measures to safeguard to the Confidential Information from unauthorized access or use. Recipient shall immediately

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notify Discloser in the event of any loss or unauthorized disclosure or use of any Confidential Information.

- 2.8. If the Recipient becomes aware that there has been unauthorised disclosure, copying or transfer of Confidential Information the Recipient will immediately inform the Disclosing Party and the Recipient will put procedures in place to prevent further unauthorised disclosure, copying or transfer of Confidential Information.

3. Term

- 3.1. When informed of the proprietary and confidential nature of Confidential Information that has been disclosed by the Discloser, the Recipient shall, for a period of two (2) years from the date of disclosure, ensure protection and preservation of the Confidential Information.

4. Enforcement

- 4.1. The Recipient agrees that unauthorized disclosure or use of the Confidential Information could cause great or irreparable injury to the Discloser and that pecuniary compensation would not afford adequate relief, or it would be extremely difficult to ascertain the amount of compensation which would afford adequate relief. Having regard to this, the Recipient agrees that the Discloser will have the right to seek and obtain specific enforcement and injunctive or other equitable relief and that it will waive any requirements for security or the posting of any bond in connection with such remedies. These remedies are not exclusive but are in addition to any and all other rights and remedies that the Discloser may have for breach or anticipatory breach of the Agreement.
- 4.2. If the Discloser seeks to enforce its rights under the Agreement by legal proceedings, the Recipient agrees that it must pay all fees, costs and expenses reasonably incurred by the Discloser.

5. Ownership

- 5.1. All Confidential Information (including, without limitation, all copies, extracts and portions thereof) is and shall remain the sole property of Discloser. Recipient does not acquire (by license or otherwise, whether express or implied) any intellectual property rights or other rights under the Agreement or any disclosure hereunder, except the limited right to use such Confidential Information in accordance with the express provisions of the Agreement. All rights relating to the Confidential Information that are not expressly granted hereunder to Recipient are reserved and retained by Discloser.

6. Termination

- 6.1. The Agreement continues until:

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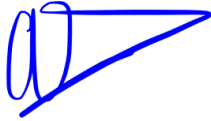
- 6.1.1. terminated by notice in writing by the Discloser and termination is effective immediately;
 - 6.1.2. the Confidential Information enters the public domain, other than through a breach of an obligation of confidence owed to the Discloser, provided that the Confidential Information must be deemed to be generally available to the public merely because some part of the information is embodied in general disclosures or because individual features, components or combinations of the Confidential Information become known to the public; or
 - 6.1.3. either Party terminates the commercial agreement in relation to the Purpose between the Parties
- 6.2. On termination of the Agreement, the Recipient:
- 6.2.1. may retain with the Recipient's legal department or counsel, under lock and key, or if the records are electronic, as encrypted files (or at the very least with password protection) with restricted access, one copy of the Confidential Information solely for the purpose of determining the scope of the Recipient's obligations under the Agreement;
 - 6.2.2. must promptly return to the Discloser, or on request by the Discloser destroy and certify to the Discloser in writing the destruction of, all Confidential Information and its copies, which the Recipient not entitled to retain.

7. General

- 7.1. Any notice or other communication given to a Party under or in connection with the Agreement shall be in writing, addressed to that Party at its registered office or such other address as that Party may specified to the other Party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first-class post or other next working day delivery service, commercial courier, e-mail.
- 7.2. No one other than a Party to the Agreement shall have any right to enforce any of its terms.
- 7.3. If any provision of the Agreement is found by an authority to be unenforceable or invalid, such enforceability or invalidity shall not render the Agreement unenforceable or invalid as a whole.
- 7.4. The Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales

IN WITNESS WHEREOF:

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8/5/2024

Signed on behalf of **Hub88 International BV**

Name: eMagnus Curacao B.V.

Position: Managing Director

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Signed on behalf of **HNA Gaming BV**

Name: Kurason Trust Curaçao N.V.

By: Mr. Jonathan Heymans

Position: Managing Director

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