

Software License and Service Agreement

The Particulars

Parties

1. Licensee

Company name: **Bamla Limited N.V.**
Registration Number: 164689
Registered office: 9 Abraham de Veerstraat, Willemstad, Curaçao
E-mail: info@rioplay.com
Represented by Morganite Corporate Services B.V. Statutory director

2. Licensor

Company name: **Green Platform N.V.**
Registration Number: 162074
Registered office: Groot Kwartierweg 10, Livestrong Building, Curaçao
E-mail: notice@vegangster.com
Represented by eMoore N.V., Statutory director

WHEREAS,

- (A) The Licensor possesses the right to grant licenses for the use of games, which can be played on an online basis (subject to definitions below).
- (B) The Licensee wishes to acquire a non-exclusive license to use the provided games and software for commercial purposes according to this Agreement.
- (C) The Parties in order to cooperate have agreed to enter into this Agreement for their mutual benefit and in accordance with the terms and conditions set out herein.

NOW THEREFORE, in consideration of the mutual promises, covenants and obligations contained herein, the parties, intending to be bound legally, hereby agree as follows:

1. Definitions and Interpretation

Capitalized terms defined hereunder shall have the meaning for the purposes of this Agreement as stated below or in the Particulars (above):

‘Acceptance Testing’ means the process of examination of the artefacts and the behaviour of the Software under validation and verification of the workability on the Website(s). The Acceptance Testing shall be deemed to be successfully completed if the result of Acceptance Testing demonstrates that the integration and setup have been successfully completed with no problems

being identified; and the setup and integration is to the satisfaction of the Licensor.

‘Affiliate’	means, in connection with a certain entity, a different entity that owns or controls, is owned or controlled by, or is under common Control or ownership with aforementioned entity, where control is defined as the possession (directly or indirectly) of the power to direct or cause the direction of the management and policies of another person, whether through the ownership of voting shares, partnership interests, representation on its board of directors or similar governing body or by contract, or otherwise. In case of the Licensee, the term ‘Affiliate’ shall also include entities trading under the same brand name or on the same Website(s) as the Licensee.
‘Agreement’	means this written Software License and Service Agreement including all appendices attached hereto, amendments as may be adopted by the Parties from time to time and any and all affiliated documents, like Exhibit, Annex, Appendix, Attachment, Schedule or any other document concerning the License or the use of Services, unless context indicates otherwise.
‘Bets’	means wagers placed by a Player on the outcome of an Event using the Software.
‘Bonus Cap’	means the maximum amount of gaming revenues that the Licensee can use as Bonus Costs in Respective Period, if applicable.
‘Bonus Costs’	means all bonus money, free game bonus, free cash and loyalty or VIP points which can be converted to free cash awarded to Players by the Licensee/Operator to be used to play Licensor’s games. When Bonus Costs are applied by the Licensee in Respective Period, reports in the form of .xls spreadsheet and system screenshots must be provided to the Licensor before the date of the following month, or in accordance with terms stipulated in separate Appendices regarding specific provider, otherwise Bonus Costs may not be deducted from gaming revenues for such period.
‘Business Activity’	means Licensee’s activity in the provision of the Games to Players online (B2C).
‘Chargeback’	means the reversal of a deposit of money by Players; such reversal being made in accordance with the rules and terms applicable by credit card operators, utilized for deposit of such amounts. The Licensee is obliged to provide all relevant reports about every realized chargeback from the back-office and submit a payment processor confirmation (regarding legitimacy of such chargeback) upon the request of the Licensor, no longer than 5 working days after the request is formed.

‘Confidential Information’	means all information related to the business and activities of the other Party, their customer, clients, suppliers and other entities, whether communicated orally, electronically or in writing, that may be obtained by the Party from any source or may be developed as a result of this Agreement, including but not limited to files, programs, databases, information stored at the servers, Software information (including source, machine and object codes), business (plans, strategies, models, etc.), operations, employment, financial, personnel information, including Personal Data information, details of IPR, customer details, information relating to any process or inventions, know-how, methods, processes, techniques, drawings, specifications, testing and training procedures and all other proprietary information, the content and existence of this Agreement and further non-public information which will become known by the conduct of the other party according to this Agreement and has even a potential value.
‘Control’	means the ability to direct the affairs of another, whether by virtue of contract, ownership of share or other. Without prejudice to the generality of the foregoing, a person or entity shall be deemed in Control of another entity if the person holds directly or indirectly, (i) more than 50 per cent (50%) of the voting rights in an entity; (ii) the right to directly or indirectly appoint or remove more than 50 per cent (50%) of the directors of the board of directors of an entity; or (iii) more than 50 per cent (50%) of the share capital or ownership interest in such other entity.
‘Documentation’	means any documents, manuals, guidelines, guides, which explain the exploitation and operation of the Software as well as any other documentation in relation to the Software to be provided under this Agreement. Documentation shall be provided by the Licensor to the Licensee in electronic or paper form.
‘Effective Date’	means the date on which this Agreement enters into force after signing by both Parties. The Effective Date shall be considered as of the date of the last signature below.
‘Event’	means a Game and/or an Event and/or any conditioned bonus offer available and accessible for Players to wager on.
‘Game Provider’	means the provider of the Games and critical gaming services necessary for making the Games available for the Players.
‘Games’	means certain software for online gaming and gambling services licensed by the Licensor to the Licensee with the terms of this Agreement as listed individually and updated over time in Appendix A hereto.

‘Gaming License’	means any and all licenses, approvals and/or other permits, decisions by regulatory authorities, certifications or other allowances required by the applicable law in each part of the territory where the Licensee operates in order for the Licensor and each Licensee to legally provide the Games to the Players in each part of that territory.
‘Gaming Revenue’ or ‘GGR’ / ‘NGR’	means the total sum aggregated from revenues generated via the Software from every use of the Games. GGR shall refer to Gross Gaming Revenue and NGR to Net Gaming Revenue. GGR shall be calculated as: gross monies received as Players wagers by the Licensee from any use of the Games (‘Total bets’), less monies paid out as winnings of Players (‘Total wins’) in Respective Period (GGR = Total bets – Total wins);
‘Gaming Revenue Deductions’	means allowed deductions of calculated GGR for the Respective Period. Allowable GGR deductions according to this Agreement may be, if applicable, Bonus Costs and Chargeback, unless otherwise specified in separate Appendices.
‘Intellectual Property Rights’ or ‘IPR’	means any and all intellectual and industrial property rights of whatever nature, whether recorded or registered or registrable or applied for in any manner (pending), whether currently in existence or to be developed/evolved and whether vested or contingent, including without limitation: works of authorship, patents, registered designs, trademarks, service marks, logos, signs, business or trading names or other designations, design rights, copyright, semi-conductor topography rights, utility models, rights in databases, know-how, domain names, trade secrets, inventions, ideas, discoveries and know-how, the right to apply for any of the foregoing and all other legal rights and titles protecting intangible property to the maximum extent permitted by applicable law, in each case for their full term (and all extensions, reversions and renewals thereof).
‘Launch Date’	means the date when the Software (any of the Games) shall be made available to Player for real money play on any of the listed Websites.
‘Legal Age’	means the age when the person is legally allowed to access and play the Games.
‘License Fee’	means the fee payable by the Licensee to the Licensor for the use of the Software and the Games in accordance with this Agreement.
‘Operator’	means an entity that is duly licensed under applicable laws to offer the Games to Players.

‘Particulars’	means the information applying to this Agreement (as defined in the beginning of this Agreement) and forms integral part thereof.
‘Personal Data’	shall have the meaning according to the Data Processing Arrangement, which forms the Appendix F of this Agreement, regulating the rights and duties of the Parties when processing Personal Data.
‘Platform’	means the software hosted and managed by the Licensee which is used by the Licensee to conduct their business via the Website(s).
‘Player’ or ‘Players’	means a registered user on the Licensee’s or Operator’s Websites, i.e. every end-user entitled to play the Games.
‘Respective Period’	means one calendar month, unless explicitly stipulated otherwise.
‘Restricted Territories’	means the UK, the USA (including its territories), Netherlands, Curacao, France, Poland, Lithuania, Latvia, Greece and any territory, including but not limited to states, countries, regions, cities and other areas, where any provision, access, visibility, promotion, display, advertisement of the Software is prohibited and/or any operational activity of the Licensee is restricted due to their Gaming License requirements or regulation. Restricted Territories, determined by each specific Provider, are listed individually in the respective Appendix with special conditions hereto.
‘Software’	means computer programs: applications, components, modules, files, databases, etc., delivered as a Software, i.e.: (a) the Games, as further described in Appendix A, and the software supporting the Games, provided by Licensor in executable form, and (b) unless otherwise mutually agreed between the Parties, any and all Software Releases, patches, updates and other deliverables supplied by the Licensor to the Licensee; (c) any derivative work of the software under letter (a) resulting from enhancements, adjustments, additions or modifications made to it under the terms of this Agreement; and (d) the Software platform (‘RGS’ – Remote Gaming Server) inevitable to use Games;
‘Software Release’	means periodically issued upgrades or new releases of the Software which will be made available to the Licensee as per this Agreement.
‘Website’	means any website, mobile site and mobile application accessed by means of the Software and which shall provide Players with access to the Games. List of Websites is provided in Appendix B attached hereto.

‘Winning(s)’ means the funds or prizes won by the Player as a result of Bet(s) placed by the Player being graded as a winning bet by the Software in accordance with the results of the relevant Event.

- 1.1. Terms of computer or software terminology which are not otherwise defined herein will have the meanings normally attributable thereto in the computer or software industry, unless the context of the use of such terminology would suggest otherwise.
- 1.2. References to any Party shall, where relevant, be deemed to be references to or to include, as appropriate, their respective lawful successors, assigns or transferees.
- 1.3. Any phrase introduced by the terms ‘including’ or ‘include’ or any similar expression are illustrative and do not limit the sense of the words preceding those terms and shall be deemed to be followed by the words ‘without limitation’.

2. Grant of License

2.1. Rights granted – License

Subject to the Licensee’s compliance with the terms and conditions of this Agreement, the Licensor hereby grants to the Licensee, who accepts, a non-exclusive, non-assignable and non-transferable license (‘License’) to integrate and use the Software in order to display and play the Games by Players, solely for the Licensee’s Business Activity in accordance with the provisions set out in this Agreement, with effect from the Launch Date.

2.2. Sublicense

Licensee agrees and accepts that Licensee may not sublicense the use of the Software unless the Game Provider directly allows the Licensor to re-distribute/further resell the Software and/or directly approves Licensor’s specific Licensee for sublicense. In such a case, the terms of the sublicense for the Licensee will be specified in appendix A with the specific terms and conditions of the individual provider.

2.3. Restrictions of License

- 2.3.1. The Licensee shall have no right without prior written consent of the Licensor to copy or create derivative works based on the Software, in whole or in part, to assign, re-distribute, re-sell, to grant further License to any part of the Software, unless expressly agreed otherwise in writing. The Licensee shall not modify, adapt, translate, reverse engineer, decompile, disassemble the Software or any of its parts in a way other than allowed by this Agreement. All rights not expressly granted to the Licensee under this Agreement are reserved by the Licensor. In particular, no rights of ownership, IPR or any right other than the use of the Software and the Games as specified in this Agreement are granted.
- 2.3.2. Restricted Territories: The Licensee is not allowed to use the Software or allow the use of the Software in the areas/countries/territories marked as Restricted/Blacklisted. The Licensor may, at its sole discretion, update the list of Restricted Territories with notification to the Licensee of the made changes. The Licensor shall also remain the right to cease the

availability of the Software on the specific territory without notice to the Licensee if it is a result of the reasonable legal advice, the demand of the competent authority or otherwise follows from the law. In such cases the Licensor shall provide the notice as soon as reasonably possible.

- 2.3.3. The Licensor shall be entitled on its sole discretion to adjust the scope of the license provided according to this Agreement.

2.4. Assignment of Rights

Neither the License, Sublicense or any other rights arisen under this Agreement, nor any obligation arisen hereunder may be assigned or transferred by the Licensee, either partly or in the whole, without the prior written consent of the Licensor. Any attempted assignment in violation of this provision shall be null and void and shall have no force and effect. Subject to the foregoing, this Agreement shall be binding upon the Parties, their successors and permitted assigns.

2.5. Additional Software

- 2.5.1. Additional software, in the form of Software Release that may be made available to the Licensee, shall upon being made available to the Licensee become part of the Software and subject to the same conditions as set out in this Agreement for the Software.
- 2.5.2. The Licensor undertakes to promptly provide the Licensee all new versions, upgrades and Software Releases.

2.6. Intellectual Property Rights

- 2.6.1. All Intellectual Property Rights associated with the Software, including the Games belong to the Licensor or Licensor is entitled to execute them. All Intellectual Property Rights in respect to the Licensee's Platform and Player Personal Data remain the property of the Licensee. Personal Data of Players are not being exchanged and processed according to this Agreement, unless agreed otherwise. The Licensee shall not use Licensor's IPR, except as may be permitted from time to time by this Agreement.
- 2.6.2. The Licensee shall have the right to market the Games under the brand of the Licensor. The Licensor shall include its logo on the load screen of its games. The Licensor and Licensee will have the right to mention on their respective websites that they are License partners. The Software and/or Games shall not be marketed, promoted or any other way displayable, visible, accessible on the Restricted Territories and/or to Players who have not achieved Legal Age.
- 2.6.3. Save as otherwise specifically permitted in this Agreement or agreed between the Parties in writing, neither Party may use the IPR of the other Party nor other proprietary identifying symbols nor issue any press release or public statement relating to this Agreement without the prior written permission of the other Party.
- 2.6.4. In the event that either Party becomes aware of a possible infringement on the IPR of the other Party, they will immediately inform the other Party. The other Party shall surrender all defences to such Party and will not in any manner admit to the infringement vis-à-vis the claiming party.

2.7. Anti-Fraud, AML and KYC

- 2.7.1. The Licensee shall prevent, detect, investigate, minimize fraud within Players (e.g. multiple accounts are not permitted), and shall not permit any money laundering.
- 2.7.2. The Licensee shall conduct proper verification, including KYC and AML procedures, regarding the Players and persons who have applied to become Players.
- 2.7.3. The Licensee shall conduct all necessary verification checks regarding the Players to prevent persons under the Legal Age and/or persons from the Restricted Territories to become Players. The Licensee shall comply with the reasonable requests of the competent authority regarding the investigation and prosecution of corruption, fraud and/or money laundering. If the Licensee finds out that the person under Legal Age and/or person from the Restricted Territories has become Players, the Licensee shall immediately block such person and conduct necessary inspection to identify the way that person has become the Player and implement necessary measures to prevent other persons to use it. The Licensee shall inform the Licensor about such a person as soon as the Licensee becomes aware of the mentioned situation and as soon as possible about measures implemented.

2.8. Suspension

- 2.8.1. The Licensor has a right to suspend access of the Licensee to the Software if the Licensor reasonably suspects that the Licensee was, is or will be involved in any financing of terrorism, money laundering activities and/or any other violation of the applicable law that can endanger the business or good reputation of the Licensor and/or if the Licensee provide an access to the Software to any third party not previously consented to by the Licensor and/or if the Licensee breaches this Agreement any other way. The Licensor shall reserve the right to immediately terminate the Agreement if the Licensor reasonably comes to the conclusion that the Licensee was, is or will be involved in the mentioned activities. This right of the Licensor may be used without derogation of any other right due to the Licensor according to this Agreement and applicable legislation.
- 2.8.2. The Licensor has a right to suspend and/or block the access of any Player located on the Restricted Territory and/or who is under the Legal Age or in any other way is prohibited under applicable law from accessing or using the Software and/or services, and/or of any third party to the Software and/or services if that third party access the Software and/or services without the prior written permission of the Licensor.

2.9. Data Protection

- 2.9.1. The Parties undertake to comply with the provisions of the relevant applicable data protection legislation and to any related or subsidiary legislation in so far as the applicable data protection legislation relates to the provisions and obligations of this Agreement.

2.10. Documents

- 2.10.1. The Licensor shall have the right to request any reasonably necessary documents in relation to the Licensee to comply with its obligations concerning due diligence and KYC processes including without limitation, information about the Licensee as a company, its directors,

shareholders, licenses, permissions etc. The Licensee undertakes to provide the requested documents, information and clarifications if needed. If the Licensee does not provide the requested documents and information within reasonable time after the request where such updated information is needed, the Licensor reserves the right to suspend the access of the Licensee to the Software until the License provides the requested documents and information.

3. Term and Termination

3.1. Agreement Term and Force

This Agreement shall commence and be deemed effective on the Effective Date. This Agreement shall be valid and shall continue in force for an indefinite period of time ('Term').

3.2. Unilateral Termination by the Licensee

The Licensee shall not unilaterally terminate this Agreement before full 12 months have passed as of the Launch Date.

The Licensee is entitled to terminate the Agreement after 12 months have passed as of the Launch Date by giving the 90 days' prior written notice to the Licensor.

In the event Licensee unilaterally terminate this Agreement before full 12 months have passed, Licensee shall pay a contractual penalty to the Licensor in the amount of average invoice for the all invoices issued since the Launch Date for each month between the date of the termination and the date 12 months from the Launch Date (e.g. if the Agreement is terminated after 7 months of the Launch Date, the Licensee shall pay to the Licensor a contractual penalty in the amount of average invoice multiplied by 5).

3.3. Termination for Legal Reasons

The Licensor is entitled to terminate the Agreement at any time, without stating a particular reason, by giving the 90 days prior written notice to the Licensee.

Either Party may terminate this Agreement by giving the written notice to the other Party, effective immediately when delivered, if:

- a) the other Party becomes insolvent or unable to pay debts (the bankruptcy or dissolution proceeding are initiated pursuant to applicable legal rules); or proposes a voluntary arrangement, administrator or manager appointed over the whole or any part of its business or assets; or if any order shall be made or resolution passed for its winding up or enter into any composition or arrangement with its creditors;
- b) the Party to this Agreement is unable to cure the license breach with regards to the decisions/conclusions of particular (Gaming) regulator or is under legal prosecution for its Business Activity or any criminal proceedings with regards to such Party or its business are initiated (including theft, fraud, or misuse of secrets and proprietary information).
- c) Upon notice to Licensor that Licensee (or any of its Operators, affiliates) received any demand letter, warrant, other court order or notice from any government agency, regulatory, law

enforcement or judicial entity of information investigating the legality of any aspect of Licensee's/Operator's business.

3.4. Termination for Cause

Either Party shall be entitled to terminate this Agreement at any time in the event of a material or persistent breach of this Agreement, upon fifteen (15) business days' notice from the delivery of such notice, or any such earlier time period as specified by a regulator with jurisdiction over the particular breach, given by the non-defaulting Party if the defaulting Party is in the breach of this Agreement and fails to cure such breach within the notice period.

The Licensor has the right to terminate this Agreement immediately at any time if any perceived, implied or real legal threat would affect the Licensor's brand or commercial credibility or jeopardize in any way the reputation or the business of the Licensor.

The Licensor has the right to terminate this Agreement immediately at any time by notice in writing to the Licensee if any Licensor's competitor acquires Control over the Licensee (either directly or indirectly).

3.5. Consequences of Expiration or Termination

Termination of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination, including License Fees owed, the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination. All rights granted by the Parties to each other under this Agreement shall, on expiration or termination of this Agreement, automatically terminate and:

- a) Licensee will stop using any portion of the Software;
- b) upon request, the Parties shall promptly return any materials that have been supplied to either Party as a result of this Agreement (other than in respect of materials that must be retained for licensing or regulatory purposes); and
- c) Licensee shall return (if feasible) or delete any and all data and information that has been provided or accessed to during the Term of the Agreement (including any Software/Games data, IPR data and all Confidential Information and documentation).

4. Warranties

- 4.1. The Parties represent and warrant that they possess the right and authority to enter into this Agreement and to perform all of its obligations hereunder.
- 4.2. Licensor represents and warrants that it has the right to grant the License the Software to the Licensee under this Agreement; to its best knowledge IPRs of all authors are duly settled, the Software does not infringe internationally registered industrial rights or copyright.
- 4.3. The Licensee declares that when will be using the Software according to this Agreement for Business Activity no laws, statutes, rules, regulations, directives of any relevant jurisdiction are to be violated, undertakes the liability for the legal operation of own Business Activities and represents, the Software will not be operated within the 'Restricted Territories' (as defined in article 2.3.) or for different purposes or in other way than settled in this

Agreement, commits not to use the Software for any activity, which is illegal and should a special permission/registration/license be required when using the Software, Licensee obliges to obtain such entitlement.

- 4.4. Additional Licensor's warranties are provided in Appendix C hereto.
- 4.5. Additional Licensee's warranties are provided in Appendix D hereto.

5. Indemnification and Limitation of Liability

- 5.1. The Licensor shall indemnify and hold the Licensee and its directors, officers, employees, agents, shareholders, trustees harmless from any and all liabilities, losses, reasonably incurred costs, reasonable expenses and damages arising out of or related to any and all claims made by third parties against the Licensee or any of its directors, officers, employees, agents, shareholders, trustees arising directly due to breach by the Licensor of any of its obligations under this Agreement.
- 5.2. The Licensee shall indemnify and hold the Licensor and its directors, officers, employees, agents, shareholders, trustees harmless from any and all liabilities, losses, reasonably incurred costs, reasonable expenses and damages arising out of or related to any and all claims made by third parties against the Licensor or any of its directors, officers, employees, agents, shareholders, trustees arising due to breach by the Licensee or Operator of any of its obligations or declarations under this Agreement, in particular, violation of any law, statute, regulation or other rule governing the business .of the Licensee, improper use of the Software contrary to this Agreement, claims from third parties regarding the Licensee's Business Activity, or any other violation of this Agreement by the Licensee.
- 5.3. **Limitations.** Notwithstanding anything to the contrary, neither Party shall be liable to the other Party hereunder for indirect, incidental, special damages, loss of profits, sales, business or goodwill or consequential, punitive or tort damages or personal injury cases arising out of or in connection with this Agreement. Licensor shall have no liability, responsibility or obligation whatsoever (whether in contract, tort, including negligence, or otherwise), with respect to Licensee's partners or Operators or any other third parties as a result of the acts, omissions or activities of Player in connection with or as a result of this Agreement.
- 5.4. In no event shall the aggregate liability of the Parties arising from or in connection with this Agreement exceed the amount of License Fees actually paid by Licensee to the Licensor for the period of previous **12** months, regardless of the basis of the claim or form of any action, and notwithstanding the failure of the essential purpose of any remedy available.
- 5.5. The Licensor is liable for an error or bug only in the event such error or bug resulted directly from the Licensor's action (or inaction, in cases where duly informed by the Licensee and failed to act within a reasonable time period). If an error or bug emanates from action (or inaction) from the side of a Game Provider there shall be no liability for the Licensor.
- 5.6. In no event the Licensor shall have any liability regarding any payments, pay-outs for or towards the Players.

6. Services and Deliverables

6.1. Integration

- 6.1.1. The Licensee shall integrate the Software and the Games into the Platform in accordance with the Software application protocol interface (API) as may be further specified in the Software Documentation. The Licensee agrees and undertakes to complete such integration on or before the Launch Date.
- 6.1.2. The Licensee shall provide and maintain two 'demo' player accounts for the Licensor for each Website, for testing purposes. GGR generated by these accounts will not be calculated as accountable traffic. The Licensee grants access to Websites for the purposes to control the fulfilment of duties settled in this Agreement.

6.2. Testing

- 6.2.1. After the setup and integration of the Software and Games the Parties shall perform Acceptance Testing.
- 6.2.2. The Licensee shall repeat testing as often as is necessary until such testing is successfully completed.
- 6.2.3. The Software and Games passed Acceptance Testing period are considered to be accepted at the Acceptance Date.
- 6.2.4. The Parties agreed, that in no case the Acceptance Date can be later than 30 days from the integration date.

6.3. Launch date and commercial go-live

- 6.3.1. The Parties agreed that the Launch Date must occur no later than 3 (three) months from the Effective date of this Agreement. The Parties further agree that in case of The Games are not made available to End Users/Players and the integration not being completed within this period, the Licensor has the right to cancel support and maintenance of the integration and/or suspend the agreement and/or terminate the agreement with the condition that if the Licensee has paid any amounts as a deposit, then such deposit is non-refundable.
- 6.3.2. The specific Launch Date is agreed upon by the Parties during the integration and testing process. 24 hours before the Launch Date, the Licensor notifies the Licensee by email (indicated in the Particulars) that the Software is ready for launch and go-live on the Website ("Launch Notification").
 - 6.3.2.1. If Licensee does not provide a confirming response within 24 hours of Launch Notification, the Launch Date will be deemed to be the next day after the Launch Notification is properly sent (by email indicated in the Particulars provided there is no notification of a technical failure in delivery).
 - 6.3.2.2. If the Licensee responds by stating that it is unable to confirm the specified Launch Date, then the parties undertake to agree on a new Launch Date, the confirmation procedure for which is defined in 6.3.2.

6.4. Software Documentation

- 6.4.1. The Licensor agrees to provide all necessary documents related to the Games and Software for the purposes of the Licensee utilizing the Software and/or Games in accordance with the terms of this Agreement.
- 6.4.2. The Licensor shall furthermore provide the Licensee with such documentation as is necessary to reflect the 'RNG' (Random Number Generator) certification of the Games.

6.5. Support and Maintenance

- 6.5.1. The Licensor agrees and undertakes to provide the Licensee with support and maintenance services ('Services') at no additional cost, as may be expected by the Licensee in connection with the Software according to the terms outlined in the Service Level Agreement, annexed hereto as Appendix E. However, the Licensee shall always provide 1st line of support to Players and/or Operators.
- 6.5.2. The Licensee obliges to inform the Licensor about any event which may infringe the functionality of the Software, which will become known from the outputs resulting from mutual system connections and/or about any malfunction or planned breakdowns of the system or any feature/functionality of the Software, within reasonable time in advance and vice versa.

6.6. Provision of Software and Services

- 6.6.1. The Licensee shall use the Software at its own risk and solely according to the terms of this Agreement and applicable law.
- 6.6.2. The Licensee undertakes to perform necessary day to day operational activities of the Software necessary for the Licensee to conduct its business including online services, registration and verification of Players, customer support, payment management, customer care, payment of winnings, affiliates management, taxes, bonuses, data communication with the authorities and any other activity that forms the Licensee's operational flow.
- 6.6.3. The Licensee undertakes to market, promote, advertise the Games to potential or actual Players and use all its reasonable efforts to perform this activity in order to generate as many Players as reasonably possible so as to maximize profit to the Licensee and the Licensor. All marketing and promotion of the Games are truthful, not misleading and comply with all applicable laws as well as do not jeopardize the reputation of the Licensor and/or the Licensee.
- 6.6.4. The Licensee shall prevent any third party to access the Software unless the Licensor grants the prior written permission for that third party to access and/or utilize the Software.
- 6.6.5. If the Licensee discovers that the Software and/or services provided to the Licensee by the Licensor are accessible to or used by the persons not allowed or permitted to access or use, the Licensee shall perform all necessary actions to cease the access Software of these persons within 24 (twenty-four) hours after the Licensee became aware of such unauthorized access and/or use. The Licensee shall notify the Licensor about the mentioned unauthorized use within 24 (twenty-four) hours after the Licensee became aware of such unauthorized

access and/or use as well as send the notification to the Licensor after the access/use of these third parties has ceased.

- 6.6.6. The Licensee undertakes to collect any funds from Players and to pay funds to Players.
- 6.6.7. The Licensee shall duly inform Players that the Licensor holds no responsibility for transactions involving the Players' funds and that Licensee is wholly and solely responsible towards the Players.

6.7. Audit and Record Keeping

- 6.7.1. The Licensee will maintain, in accordance with generally accepted accounting principles in the Licensee's jurisdiction of incorporation, complete and accurate books and records in respect of its operation of the Games and the GGR and all amounts received and paid in connection therewith and all the License Fees due or paid to the Licensor.
- 6.7.2. The Licensee shall ensure that the Licensor has upon 14 (fourteen) days prior notice and not more than once in respect of every calendar year, reasonable access during business hours to the Licensee's principal place of business to remotely inspect and/or audit Licensee's records (with the right to take reasonable excerpts) solely for the purpose of verifying the accuracy of the Gross Gaming Revenue during the Term of this Agreement. If an inspection and/or audit reveals an underpayment of the Fees by the Licensee to the Licensor of five per cent (5 %) or more in any calendar year, the Licensee shall be responsible and liable for the reasonable out of pocket expenses and costs of such inspection and/or the Licensee shall make an appropriate correcting payment or credit of any monies to the other Party within 30 (thirty) days of receipt of an invoice in respect of the same.

6.8. Communication with the Game Providers

- 6.8.1. The Licensee shall have the right to communicate with the Game Provider directly, only after receiving a written permission from Licensor and only in the common group channels where the Licensor is also present and, specifically, where Licensor's account manager is present as well.

7. Commercial Terms

7.1. License Fees

As from the Launch Date, the Licensee agrees to pay to the Licensor License Fees from any use of the Software, on a monthly basis unless agreed otherwise, calculated in accordance with the rules set out in Appendix A ('Games and Fees') and in the corresponding Appendix A with special provider conditions.

The License Fees shall be exclusive of any value added taxes (VAT) or any other applicable sales taxes. Nevertheless, each party is liable for all own tax duties as they arise, according to valid applicable legal rules.

7.2. Invoices and Maturity Period

- 7.2.1. License Fees are paid according to the issued invoices, resulting from the system outputs, duly executed reports and granted access.
- 7.2.2. Invoices shall be paid by the Licensee to the Licensor within the maturity period, but not later than **10 (ten)** days from receipt of the respective invoice, via bank transfer to the Licensor's bank account, whereas paying party bears all fees associated with bank transfers. Every payment made under the Agreement is considered duly settled when delivered to the bank account of the Licensor.
- 7.2.3. By mutual agreement, the Parties allow the possibility of paying invoices using another payment method that does not conflict with current legislation, including cryptocurrency.
- 7.2.4. The parties agree that if the Licensee uses cryptocurrency to pay invoices, then such amount payable will be calculated at the rate indicated on <https://coinmarketcap.com/> (specifically using closing rate on the date preceding the payment date; as an example, link for EUR/Tether USDt conversion rates: <https://coinmarketcap.com/currencies/tether/historical-data/>).

8. Other Provisions

8.1. Notices

Notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed given on delivery when placed in the mail as specified herein or when confirmation or verification of receipt is received, whichever occurs earlier or if a particular delivery (or notice about such delivery) is returned as undelivered; upon delivery to the Party to whom addressed by:

- (i) express courier with verification of actual receipt, or
- (ii) facsimile with confirmation of receipt generated by the sending device, or
- (iii) registered mail, return receipt requested, or by email. Communication and notices whatsoever may be held electronically to the contact details given on the 1st page of this Agreement and are considered as delivered at latest next working day after sending (provided there is no notification of a failure in delivery), unless otherwise expressly agreed in the Agreement.

Each Party is responsible for keeping own contact information current and accurate at all times and in the case of any change immediately notify the other Party about such change.

8.2. Confidentiality and Non-Disclosure

- 8.2.1. Commencing on the Effective Date and for period of three (3) years from the termination or expiration of this Agreement, the Parties shall not reveal Confidential Information of the other Party or its related companies nor use such Confidential Information in any way (directly or indirectly) otherwise than for the purposes set out in this Agreement. The Parties shall take all necessary precautions reasonably foreseen to prevent unauthorised disclosure or use of such Confidential Information by employees, agents, business partners, sub-

contractors or other third persons; Party to this Agreement is always liable for disclosure of Confidential Information by such third persons. For the avoidance of doubt, all information not commonly known or available in the public domain shall be considered Confidential Information. The foregoing restrictions on use and disclosure of Confidential Information do not apply to information that (i) is in the possession of the receiving party at the time of its disclosure and is not otherwise subject to obligations of confidentiality, or (ii) is, or becomes publicly known, through no wrongful act or omission of the receiving party; or (iii) is received without restriction from a third party free to disclose it without obligation to the disclosing party; or (iv) is developed independently by the receiving party without reference to the Confidential Information, or (v) is required to be disclosed by law, regulation, or court or government order, provided that the party subject to such law, regulation or court or government order shall use reasonable efforts to minimize such disclosure and shall notify the other party contemporaneously of such disclosure.

- 8.2.2. The Confidential Information of the parties may only be used in connection with this Agreement. Each Party agrees to protect the confidentiality of the Confidential Information of the other Party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like-kind, but always at least in a reasonable manner. Each Party is entitled to use information containing business name and basic identification details, including logo (but always the correct form) about collaborating Party in the list of collaborating partners or as the reference partner.
- 8.2.3. The provisions of this article (8.2.) of the Agreement shall continue in full force even after the termination of this Agreement. If any action contrary to this provision is performed without appropriate cure and remedy, affected party may terminate this Agreement with an immediate effect and claim indemnification according to Article 4 of this Agreement.

8.3. Publicity

The Parties (and their affiliates, employees, agents, consultants and other collaborated persons) shall not without the prior consent of the other Party issue any press releases, articles, brochures, advertisements, prepared speeches or other public announcements related to this Agreement and/or to their relationship with the other Party, nor use its logo, name, trademarks or trade names.

8.4. Non-Solicitation

- 8.4.1. During the term of this Agreement, Licensee will not solicit, engage, offer or employ Licensor's employees, consultants, service providers, especially those whose areas of expertise are related to the development, maintenance, integration, operation and any other activities related to the Software and its Documentation, updates, additions, modifications, revisions, releases, versions and other changes and corrections that may be made to the Software.
- 8.4.2. The Licensee shall not enter any direct agreements with the Game Providers or any of the third parties regarding the Games supplied by any of the Game Providers listed in the Appendices A of this Agreement for the period of **36** month following the Effective Date of this Agreement.

- 8.4.3. Should the Licensee decide to enter into a direct agreement with any of the Game Providers/Aggregators using the Licensor's integration after the Effective Date, the Licensor shall receive a fixed monthly share of the income generated as a result of such an agreement, in the amount of 1%.

8.5. Force Majeure

No delay, failure or omission by either party to carry out or observe any of its obligations hereunder shall give rise to any claim against such party or be deemed to be a breach of this Agreement if and for as long as such failure or omission arises from force majeure ('Force Majeure'), i.e. any circumstance beyond the reasonable control of that party, including, without limitation: acts of God, war, civil commotion, interruption in public communications networks or services industrial dispute or DDOS-attacks and similar Internet attacks having an adverse effect, unauthorised access to software material with intention to alter or modify existing settings or abuse the system for won benefits. If such delay or failure continues for at least 30 days, a Party not subject to the Force Majeure shall be entitled to terminate this Agreement by notice in writing.

8.6. Severability

Should any provision of this Agreement be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement shall be unaffected and shall continue to be valid and enforceable.

8.7. Independent Contractors

Both Parties are independent contractors under this Agreement. Nothing herein contained shall be deemed to create an employment, agency, joint venture or partnership relationship between the Parties hereto or any of their agents or employees, or any other legal arrangement that would impose liability upon one Party for the act or failure to act of the other Party. Neither Party shall have any express or implied power to enter into any contracts or commitments or to incur any liabilities in the name of, or on behalf of, the other Party, or to bind the other Party in any respect whatsoever.

8.8. Counterparts

This Agreement has been made in two originals one for each Party. This Agreement and each agreement, schedule, and exhibit, contemplated herein may be executed in one or more counterparts, each of which shall be an original and all of which when taken together shall constitute one and the same instrument.

8.9. Entire Agreement, Amendments and Exhibits

- 8.9.1. This Agreement and its attached Appendices herein are incorporated and form an integral part of this Agreement as fully set forth herein. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter and supersedes all prior negotiations, promises, representation, agreements and understandings, conducted either in oral or written form.
- 8.9.2. This Agreement can only be modified by a written agreement duly signed by each party (in the form of Appendix, Amendment, etc.). Should any rights and duties of the parties be

regulated more specifically or should further rights and duties concerning mutual collaboration be established, Parties may sign an Exhibit to this Agreement. The Exhibits to the Agreement constitute an integral part of the Agreement. In the Exhibit certain rights and obligations may vary from those stipulated in this Agreement. In the event of any discrepancy between the provisions of the Agreement and the Exhibits, the Exhibit will prevail.

8.10. Waiver

At no time shall any failure or delay by either party in enforcing any provisions, exercising any option, or requiring performance of any provisions, be construed to be a waiver, continuing waiver of that or any other term or condition of this Agreement unless agreed herein.

8.11. Governing Law and Court of Jurisdiction

This Agreement shall be construed, interpreted and governed in accordance with the laws of the Curaçao.

The Parties shall endeavour to settle the differences and/or disputes arising during performance of this Agreement via negotiations.

If the Parties have not reached agreement within 1 (one) month or such other period as they have explicitly set out for the dispute, the Parties irrevocably submit to the jurisdiction and venue of the courts of Curacao.

Each party further acknowledges that it has read the Agreement and the attached Appendices, understands the terms and conditions contained in this Agreement and agrees to be bound by them.

In Witness Whereof this Agreement has been duly signed and executed.

Signatures:

For the Licensor:

C Drommond

Personal signature:

Print full name:

eMoore N.V.

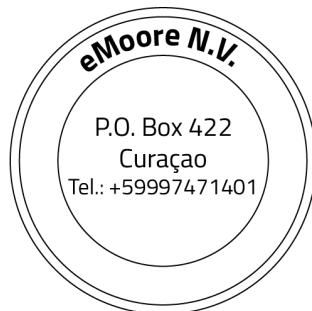
Print full title:

Statutory Director

Date:

26/04/2024

Executed by C. Drommond Oonincx as Proxy Holder



For the Licensee:

Morganite Corporate Services B.V.

Statutory Director

**Represented by Norine J.E. Clifton
as Managing Director**

Games and Fees

General Conditions

The Licensee is obliged to pay the Licensor the License Fees for providing the License according to the Agreement, which shall be calculated as follows:

If otherwise is not stated in the respective Appendix A with special conditions of certain Game Provider, the commission is calculated as monthly License Fee in the amount as stated hereunder:

$$\text{GGR} = \text{Total bets} - (\text{minus}) \text{Total wins}$$

If the GGR for a month is a negative amount, that negative amount may not be carried over to a subsequent month.

Additional Terms Related to License Fees:

1. Minimum monthly fee*:
 0-2 months: € 2,500
 from 3 month and forward: € 5,000
 * monthly minimum fee applies to all Casino Game Supplier as a total amount.
2. Setup fees – waived, unless otherwise specified in Appendix A with Special Conditions.
3. All amounts shall be calculated in Euro. In case the Licensee receives revenue in other currencies including cryptocurrencies, monthly revenue amounts and fees for the previous month shall be converted to Euro and fixed according to the Euro exchange rates effective as of 00:00 UTC on the first day of the current month, exchange rate information shall be taken from the XE.com service for fiat currencies and Coinmarketcap.com for all cryptocurrencies.
4. If the Licensee does not pay the License Fees in a timely manner the Licensor reserves the right, at its sole discretion, to immediately suspend and/or block any use of the Software, until full payment of any outstanding License Fees is made by the Licensee to the Licensor. Without prejudice to the right of the Licensor to suspend and/or block an access of the Licensee to the Software and / or services as mentioned above, the Licensor shall reserve the right to impose a penalty of **0.055** % per year for each delayed day and the Licensee shall pay this penalty.
5. The Licensor has the right to change the License Fees at its sole discretion providing **30** days' prior written notice to the Licensee. In the Event the Licensee does not agree to the change, it shall inform the Licensor forthwith in writing. After receiving such notice, the Licensor is entitled to close Licensee's access to the Software/Games and/or terminate the

Agreement unilaterally by furnishing the Licensee with a **10-day** prior written notice without any penalty or other liability towards the Licensee.

6. The Licensor holds the right to review the fees with the Licensee if the agreement between the Licensor and specific Game Provider has changed and the initial rate has been updated.
7. The individual fees, rules and requirements for each game provider are set out below in the respective Appendix A, with specific conditions.
8. The Parties agreed that if any provisions of this Agreement or appendices and addendums to it do not coincide with the provisions of the Appendices A with special provider conditions, then the provisions of Appendix A with special conditions shall always prevail.

Games

- A. The full and up-to-date list of Games is listed in API.
- B. The Licensor may offer and provide, from time to time, special games with unique graphics, dynamics or presentation which due to their special features will have a different License Fee applicable (Branded/Premium Games).
- C. The Licensor has the right to update and expand the list of the Game Providers from time to time and notify the Licensee about the changes in advance. Such changes are reflected by amendment of the respective Appendix A with Special Conditions or, in case of expanding, adding the new one.
- D. If the amendments of the list of the Game Providers are related to a change in the status of the agreement between the Licensor and the Game Provider(s) and/or made as a result of a demand from a competent authority and/or in accordance with applicable law and/or according to the reasonable legal advice, the Licensor remains the right to cease the Licensee's access and use to the Games of the particular Game Providers without notification. The Licensor shall use its best efforts to notify the Licensee as soon as possible in the mentioned cases.

Games and Fees

Special Conditions

Provider	Games	General fees	Fees for Branded/Premium games	Bonus terms	Other terms	Restricted territory list
Octoplay	Blazing Touch/slot	10% of GGR for each Slot Game.	n/a	n/a	Slot GGR is defined as the value of the cash wagers placed on a Slot Game by the Operator's End Users less the total winnings as a result of those cash wagers (excluding any monies paid out in respect of progressive jackpots winnings) less progressive jackpot contributions.	Albania, Australia, Barbados, Bulgaria, Burkina Faso, Cambodia, Cayman Islands, Haiti, Hong Kong, Iran, Iraq, Israel, Jamaica, Jordan, Mali, Morocco, Myanmar, Nicaragua, North Korea, Pakistan, Panama, Philippines, Senegal, Singapore, South Sudan, Syria, Turkey, Taiwan, Tunisia, Uganda, United Arab Emirates, Yemen.
	Pearly Shores/slot					
	Twice as Nice/slot					
	Hot Harvest/slot					
	Heavy Anchor/slot					
	Disco Dive/slot					

Games and Fees

Special Conditions

Provider	Games	General fees	Fees for Branded/Premium games	Bonus terms	Other terms	Restricted territory list
Winfast	slots	10%GGR	n/a	-	-	All, except China, Indonesia, India, Japan, Cambodia, South Korea, Laos, Mongolia, Malaysia, Nepal, Qatar, Thailand, Vietnam
Mannaplay	slots	9% GGR		-	-	
TopSpin (India)	slots	10% GGR		-	-	
/TopSpin (ROW)	slots	10% GGR		-	-	

The Casino Gross Gaming Revenue shall be calculated as follows: Casino Gross Gaming Revenue = Bets less Wins

“Bets” means the total amount of the combined bets by End Users playing the Games in each relevant calendar Month.

“Wins” means the aggregate amount won by End Users playing the Games, excluding Jackpot Payouts, in each relevant calendar Month

Games and Fees

Special Conditions

Provider	Games	General fees	Fees for Branded/Premium games	Bonus terms	Other terms	Restricted territory list
3 Oaks Gaming	In accordance with 3 Oaks games summary in the Client portal.	10% GGR	12%	No Bonus Deduction is offered	-	Afghanistan Guinea Bissau Haiti Iran, Islamic Republic of Iraq Jamaica Lebanon Libya Myanmar Nicaragua North Korea Pakistan Panama Philippines Somalia South Sudan Syria Turkey Venezuela Yemen Zimbabwe Australia Belgium Croatia Denmark Israel Netherlands Portugal Spain Switzerland United Kingdom ("UK")United States of America ("USA")

Games and Fees

Special Conditions

Provider	Games	General fees	Fees for Branded/Premium games	Other terms	Restricted territory list
Aviatrix	«Aviatrix» - crash mechanics game. The number and list of games are determined by the Licensor at his own discretion.	8 % of GGR – Reward Pool	-	-	Dutch Caribbean: Aruba, Bonaire, Curacao, St. Martin, Saba, St. Eustatius; USA, France, the Netherlands

GGR (Gross Gaming Revenue) is the sum of all bets made by players in the Games operated by the Licensee, minus all winnings received by the players in the Games operated by the Licensee.

Reward Pool means incentive payments to the random most active players of the day. The Reward Pool is the sum paid out on a daily basis to players who have won and received the relevant incentive payment after the distribution of a certain sum agreed by the Parties.

The maximum amount of the Reward Pool is agreed by the Parties via email, Telegram and/or other messengers. The final amount of the Reward Pool to be deducted for the relevant month is calculated based on the real withdrawals of the incentive payments by the players through the relevant month.

Games and Fees**Special Conditions**

Provider/Sub-provider	Games	General fees	Fees for Branded/Premium games	Other terms	Restricted territory list
"BGAMING Games"	Current list of games is available via link https://bgaming.biz/gamelist	9% GGR	-	-	Dutch Caribbean: Aruba, Bonaire, Curacao, St. Martin, Saba, St. Eustatius; USA, France, the Netherlands

Games and Fees

Special Conditions

Provider	Games	General fees	Fees for Branded/Premium games	Bonus terms	Restricted territory list
Nolimit City	The Creepy Carnival, Oktoberfest, Hot Nudge, Fruits, Tombstone, Thor: Hammer Time, Manhattan Goes Wild, Barbarian Fury, Buffalo Hunter, Immortal Fruits, Monkey's Gold, Milky Ways, San Quentin xWays, Bushido Ways xNudge, xWays Hoarder xSplit, Evil Goblins xBomb, Tombstone RIP, Remember Gulag, Karen Maneater, Road Rage, Serial, Dead Canary, Kitchen Drama: Sushi Mania, WiXX, Kitchen Drama: BBQ Frenzy, Dungeon Quest, Owls, Mayan Magic, Hot4Cash, Tomb of Nefertiti, Bonus Bunnies, Deadwood xNudge, Poison Eve, Gaelic Gold, Warrior Graveyard xNudge, East Coast vs West Coast xWays, El Paso Gunfight xNudge, Mental, Legion X, Punk Toilet, Folsom Prison, The Border, Rock Bottom, Walk of Shame, Casino Win Spin, Tesla Jolt, Coins of Fortune, Ice Ice Yeti, Starstruck, Tractor Beam, Pixies vs Pirates, Dragon	10% of Monthly casino result	-	No bonus deduction allowed	Afghanistan, Albania, Algeria, Australia, The Bahamas, Bahrain, Barbados, Bolivia, Botswana, Brunei, Burkina Faso, Burundi, Cambodia, Cayman Islands, Democratic Republic of Congo, Cuba, Cyprus, Egypt, Fiji, Gambia, Ghana, Guatemala, Haiti, Iran, Iraq, Israel, Jamaica, Jordan, Kazakhstan, North Korea, Kuwait, Lebanon, Libya, Malaysia, Maldives, Mali, Mauritania, Mauritius, Mongolia, Morocco, Myanmar, Nepal, Nicaragua, Oman, Pakistan, Panama, Papua New Guinea, Puerto Rico, Qatar, Russia, Saudi Arabia, Senegal, Somalia, Sudan, South Sudan, Syria, Taiwan, Turkmenistan, Tuvalu, Uganda, United Arab Emirates, US Minor Outlying Islands, US Virgin Islands, Vatican, Venezuela, Yemen, Zimbabwe.

	Tribe, Book of Shadows, Harlequin, Punk Rocker, Golden Genie & The Walking Wilds, Tomb of Ahkenaten, Fire in the Hole xBomb, Infectious 5 xWays, Das xBoot, True Grit Redemption, Misery Mining, The Rave, Little Bighorn, Pearl Harbor, Benji Killed in Vegas, Blood and Shadow.				
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The Casino Result is generated by the Licensee from the Games and shall be calculated as follows:

Casino Result = Total Bets – Total Wins

WHERE

Casino Result is defined as the total aggregated number of Bets less total aggregated number of Wins;

Total Bets is defined as real money bets and bonus bets made by Players on the Games during a particular period;

Total Win is the amount of wins earned by Players from both real money and bonus money bets on the Games during a particular period;

Games and Fees

Special Conditions

Provider	Games		General fees	Fees for Branded/Premium games	Bonus terms	Restricted territory list
GALAXSYS	Fast Games	Black Jack, Crash, HiLo, Keno, Keno Express, Rocketon, Sic Bo, Cashow (branded), Penalty, Mr. Thimble, Plinkoma, Golden RA, F Mines (branded), RouletteX, Crasher, Ninja Crash, Jungle Wheel	8% GGR	In case of all branded games (games developed and/or branded with the use of third-party IP rights) Licensor's share shall be increased for an additional 2% from the GGR.	N/A	Afghanistan, Antigua & Barbuda, Australia, Bahamas, Bahrain, Barbados, Botswana, Cambodia, China, Cuba, Cyprus, Egypt, France and its territories, Ghana, Guatemala, Haiti, Iran, Iraq, North Korea, Philippines, Singapore, Taiwan, US, Canada, Georgia, Bahamas, Denmark, Gibraltar, UK, Italy, Lithuania, Mongolia, Pakistan, Qatar, South Africa, Spain, Sudan, Sweden, UAE, Uganda, Yemen, Zimbabwe, as well as any other jurisdiction where the operation of on-line gaming business is strictly prohibited or Games and/or Licensor, Licensee or Clients do not have the relevant gaming approvals required by the gaming regulatory authorities.
GALAXSYS	Skill Games	Backgammon Domino Blot Hokm Pasur Hexagon	8% GGR			

Games and Fees

Special Conditions

Provider	Games	General fees	Fees for Branded/Premium games	Bonus terms	Restricted territory list
EZUGI	Simple	12% GGR		N/A	jurisdiction or territory: (a) in respect of which it is illegal for the Licensee to provide remote gaming to residents; or (b) in respect of which the Licensee requires a gaming license or similar authorization to provide remote gaming to residents and the Licensee does not hold, or continue to hold, such gaming license or authorization; or (c) that is notified in writing to the Licensee from time to time by the Licensor with reasonable notice, but at its sole and absolute discretion, as being excluded from the scope of the rights granted to the Licensee in this Agreement and where and to which the provision, marketing, operation or licensing (as the case may be) of the Games may not be undertaken, the parties agreeing and acknowledging that such notice may be on a Game-by-Game basis;
	21+3 Blackjack side bet		3% on top of generic fee		
	Perfect Pairs Blackjack side bet		3% on top of generic fee		
	Lucky Ladies Blackjack side bet		3% on top of generic fee		
	Perfect Pairs Baccarat side bet		3% on top of generic fee		
	Casino Hold'em Game		3% on top of generic fee		
	Casino Razz (Casino Hold'Em sidebet)		3% on top of generic fee		
	Unlimited Blackjack Game		3% on top of generic fee		
	Ten 20 Bonus (UBJ side bet)		3% on top of generic fee		
	Perfect 11 Bonus (UBJ side bet)		3% on top of generic fee		
	Baccarat Knock Out Game		3% on top of generic fee		
	Andar Bahar		1% on top of generic fee		
	Teen Patti		1% on top of generic fee		
	Three Card Poker		1% on top of generic fee		
	One-day Teen Patti		1% on top of generic fee		
	Bet-on-Teen Patti		1% on top of generic fee		
	Lucky 7		1% on top of generic fee		
	32 cards		1% on top of generic fee		
	Namaste Roulette		1% on top of generic fee		

	Ultimate Sic Bo		1% on top of generic fee		
	Ultimate Andar Bahar		1% on top of generic fee		
	Ultimate Roulette		1% on top of generic fee		
Portomaso Casino and Oracle Casinos	Roulette games		In addition to the fees above, 1% of the GGR for each casino supplier independently		
Marina Casino	Roulette, Baccarat and Andar Bahar Games		In addition to the fees above, 1% of the GGR for each casino supplier independently		
Ruleta del Sol (Peru)			In addition to the fees above, 1% of the GGR for each casino supplier independently		

- 1) No month carry over of negative balance is allowed.
- 2) Royalty fees are calculated cumulatively based on each tier
- 3) Tips revenue calculation is split at 80% (Game Provider) and 20% (Licensee)
- 4) In addition to the other fees payable by the Licensee under the Agreement, Ezugi shall charge (and the Licensee agrees to pay) a fee of EUR ten cents (€0.10) per bet (excluding side bets) placed on the Blackjack Growth Table(s) (the “Blackjack Growth Table Fees”)
- 5) In the invoicing the GGR generated of the generic, premium content are accounted separately and are not consolidated.

Games and Fees

Special Conditions

Provider	Games	General fees	Fees for Branded/ Premium games	Bonus terms	Restricted territory list
ONLYPLAY	Myths of Bastet; The Thimbles; Jungle Gold; Golden Clover; Lucky Ocean; Troll Dice; Lucky Clover; Lucky Coin; Lucky Tanks; Limbo Cat; F777 Fighter; Book of Bamboo; Lucky Punch; Book of Eye; Hot&Spicy; Hot&Spicy Jackpot; Fruity Book; JackPotter; JackPotter X-Mas; JackPotter Deluxe; Joker Coins; Joker Coins X-Mas; Juicy Crush; Crystal Cascade;. Royal Kitties; Chervona Kalyna;. Iggy Racing; Inca Son; Christmas Seven.	8% GGR	-	N/A	Unites States of America, Republic of Lithuania, Curacao, Republic of Belarus, Republic of South Africa, Kingdom of Netherlands, Republic of Colombia, Georgia.

Games and Fees

Special Conditions

Provider	General fees	Fees for Branded/ Premium games	Bonus terms	Restricted territory list
SPINOMENAL	10% GGR	-	N/A	Excluded territories are any territory in which it is illegal to operate the Games or requires a special regulatory agreement which is not held by the relevant parties (included as prescribed hereinabove), including without limitation: Afghanistan, Albania, Algeria, Angola, Antigua and Barbuda, Australia, Cyprus, Ecuador, France and its territories, Greece, Guyana, Hong Kong, Iran, Iraq, Isle of Man, Israel, Lithuania, Macau, North Korea, Philippines, Poland, Saudi Arabia, Singapore, South Korea, Turkey, USA and its territories, Vatican City, UK.
RETRO GAMES	10% GGR	-		

Gross Gaming Revenue (“GGR”) = Bets minus Wins.

For purposes of this Appendix, the following words have the following meanings for the purposes of calculating the GGR: “Bets” means the total amount wagered on the Games by End Users; “Wins” means the total amount won by End Users playing the Games

No other deduction shall be included in the calculation of Gross Gaming Revenue.

Games and Fees

Special Conditions

Provider	Games	General fees	Fees for Branded/Premium games	Bonus terms	Restricted territory list
WAZDAN	as listed in (i) the customer profile operated by the Service Provider and (ii) an email sent by the Service Provider to the Licensor	9,5% of GGR	-	N/A	Any jurisdiction, in which the use, offering to users, development, distribution, offering for sale, selling, advertising, promotion and/or other exploitation of the Casino Style Games is prohibited by law (including, without limitation, Afghanistan, Antigua and Barbuda, Belgium, Bulgaria, Cuba, Cyprus, France and its territories, Iran, Iraq, Israel, Japan, Kahnawake, Libya, the Netherlands including the special municipalities of Bonaire, St Eustatius and Saba, Republic of Serbia, Russian Federation, Spain, Sudan, Syria, Singapore, the Netherlands, the Philippines, Turkey).

“Gross Gaming Revenue” means Bets less Wins considering real money playing which means a monthly revenue received from the Operators from the End Users calculated only on their real money gaming results.

For the avoidance of doubt, monies paid in the form of gaming duties or taxes or other statutory deductions or payments to licensing authorities, charges levied by electronic payment or credit card organisations, bad debts, monies attributed to fraud and charge backs shall not be reduced from the gross monies received in calculation of the Gross Gaming Revenue.

Licensee shall have a right to conduct promotional activities for the Games such as Cash Drop, free spins, tournament, positioning of at least 1 game in 1st or 2nd rows of the grid on the Casino Home Page, promotional banner, or other promotional activities that may be agreed with the Licensor and Service Provider.

Games and Fees

Special Conditions

Provider	General Fees (%GGR)	Fees for Branded/Premium games	Restricted territory list
AMATIC	13	-	Afghanistan, Albania, Algeria, Angola, Antigua and Barbuda, Armenia, Australia, Austria, Cambodia, China, Cuba, Cyprus, Ecuador, Estonia, French Polynesia, France and Territories, Georgia, Greece, Guyana, Hong Kong, Indonesia, Iran, Iraq, Israel, Kuwait, Lao, Libya, Liechtenstein, Macao, Myanmar, Namibia, Netherlands Antilles, Nicaragua, North Korea, Pakistan, Panama, Papua New Guinea, Philippines, Singapore, Slovakia, South Africa, South Korea, Sudan, Switzerland, Syria, Taiwan, Tunisia, Uganda, United States of America and Territories, Vietnam, Yemen, Zimbabwe Ukraine, Germany, Ontario (Canada), Belgium, Italy only with local license. Amatic has an exclusive partnership for Armenia, Tunisia and will therefore not provide games to any other operators in that country
Amusnet	14	-	the United States of America and its territories and possessions, including the U.S. Virgin Islands, the U.S. Minor Outlying Islands, Guam, Puerto Rico, Mariana Islands, American Samoa, Georgia, Australia, Netherlands, Norway and the United Kingdom. Canada and Ontario
Atmosfera	10	-	The USA, Afghanistan, Antigua and Barbuda, Cuba, Iran, Iraq, Israel, Kahnawake, Libya, Macau, Netherlands Antilles, Republic of Serbia, Sudan, Syria
Belatra	11	-	No restrictions
Bet2Tech	9	-	USA
Betsoft	10,5	-	USA
Chilli Games	9	-	Belarus, Russia
CT Interactive	11	-	Bulgaria, Canada, China, Cyprus, Hong Kong, Indonesia, Israel, Italy, Japan, Kazakhstan, Malaysia, North Korea, Russia, Singapore, Thailand, Turkey, USA, Vietnam
Cyberslots	9	-	USA
Enjoy Gaming	11	-	Israel, United Kingdom, USA
Gamebeat	7	-	Iran, Israel, USA

Gamzix	8	-	Aruba, Bonaire, Curacao, France, Netherlands, The UK, Saint Martin, USA
Igrosoft	9	-	USA
KA gaming	9	-	Taiwan
Mancala gaming	9	-	France, USA
Netgame	9	-	Curacao, Russia, USA
RubyPlay	10	-	USA and its territories, France, Iran, Israel, Lithuania, Australia, Poland, Ontario - No license for this market for now. The rest of Canada is open for operations
Spribe	9	-	Russia, Iran, Georgia, Armenia, Canada (including Ontario)
Zillion	9	-	Iran, Israel, USA

GGR is calculated as $GGR = \text{Total Bets} - \text{Total Winnings}$.

Games and Fees

Special Conditions

Provider/Sub-provider	Games	General fees	Bonus terms	Restricted territory list
Gaming Corps	Book Of pirates Jellos Undead vikings Angry elf Clumsy Witch Baby Hercules CoinMiner (updated to new UI) Bank or Bust Angry Elf Christmas Miner To Mars and Beyond BlackJack Multi Hand Ho Ho HODL Lucky Yuanbao Golden Chick Mining Madness Blackjack Single Hand (Single Deck) Lucky O'Miner JetLucky2 Sweet Miner SIX or OUT! Blackjack Multihand VIP Blackjack Singlehand VIP Blackjack MH 21+3 Skyliner Blackjack MH Perfect Pairs Stormy Witch Tikiz N Juice Penalty Champion Plinko 777 Jackpot Diamond Hold and Win Blackjack Bonus Wheel 1000 Raging Zeus Aztec Bonus Pot Raging Zeus Mines 9 Jokers Stick and Spin	8 % GGR	-	Australia (AU), Afghanistan (AF), Antigua and Bermuda (AG), Cuba (CU), Democratic People's Republic of Korea (KP), French Polynesia (PF), Iran (IR), Iraq (IQ), Israel (IL), Liechtenstein (LI), Macau (MO), Netherlands Antilles (AN), Sudan (SD), Syria (SY), United States (US)

Games and Fees

Special Conditions

Provider/Sub-provider	Games	General fees	Fees for Branded/Premium games	Bonus terms	Restricted territory list
Avatar UX	-	8% of GGR	-	N/A	Afghanistan, Democratic Rep of Congo, Gaza Strip, Haiti, Hong Kong, Iran, Iraq, Israel Libya, Mali, Mozambique Myanmar, Nicaragua Nigeria, North Korea, North Mariana Islands (USA) Pakistan, Panama, Philippines, Russia, Singapore, Somalia, South Sudan, Syria, Tanzania Turkey, Vatican City State (Holy See), West Bank (Palestinian Territory) Yemen, Zimbabwe

Games and Fees

Special Conditions

Provider launch date: from the Effective Date

Provider	Games	General fees	Fees for Branded/Premium games	Restricted territory list
Tom Horn	3 Mermaids; Frozen Queen; Shaolin's Tiger; 81 Frutas Grandes FRUITS GO POP!; Sherlock. A Scandal in Bohemia; 243 Crystal Fruits; Frutopia Sizeable Win 243 Christmas Fruits Fluxberry Sky Barons 243 Crystal Fruits Reversed; Geisha's Fan; Spacejammers; Black Mummy Gold X; Spinball; Blackbeard's Quest Hawaiian Fever Sweet Crush; Book Of Spells; Hot Blizzard; The Cup; Book of Vampires; Hot'n'Fruity The Secret of Ba Cricket Mania; Inca's Treasure; Thrones of Persia; Diamond Hill; Joker Reelz Triple Joker Don Juan's Peppers Kongo Bongo; Wheel of Luck. Hold&Win; Dragon Egg; La Tomatina; Wild Weather; Dragon Riches; Mine Mine Quest; Wolf Sierra; Dragon vs Phoenix; Monkey 27; European Roulette. Announced Bets; Monster Madness Feng Fu Pandas Run Fire'n'Hot Red Lights Flaming Fruit Rot Stormo; French Roulette. La Partage; Savannah King	8%GGR	-	Restricted Territory shall mean the United States of America, Israel and other Territories where Games are illegal to be operated or prohibited to be operated without valid granted permissions/licenses and jurisdictions which are considered to be the blacklisted jurisdictions by the Licensor, as might be updated by the Provider time-to-time.
Vivo Gaming	Roulette/American "Table American Auto Roulette Table American"	8% GGR	-	Restricted Territory shall mean the United States of America, Israel and other Territories where Games are illegal to be operated or prohibited to be operated without valid granted
	Baccarat/Regular "Table 1 Table 2 Table 3 Table 5 Table 6 Table GTM 4 Table GTM 3 Table GTM 1 Table GTM 2 Table GTM 5 Table Queenco 1 Table Queenco 2 Table"			

	Queenco 3 Table Queenco 4 Table Queenco 5 Table Queenco 6 Table VIP 1 Table VIP 2 Table VIP 3 Table Galaxy 1 Table Galaxy 2 Table Galaxy 3 Table Galaxy 4"			permissions/licenses and jurisdictions which are considered to be the blacklisted jurisdictions by the Licensor, as might be updated by the Provider time-to-time.
	Blackjack/Regular "Table 1 Table 2 Table VIP 1"			
	Poker/Casino Hold'em Table 1			

Games and Fees**Special Conditions**

Provider launch date: from the Effective Date

Provider	Games	General fees	Fees for Branded/Premium games	Other terms	Restricted territory list
SmartSoft	1. JetX 2. XGames 3. Slot Games 4. Casino Games 5. Keno	7% GGR	-	-	Gibraltar All Games Greece All Games Portugal All Games Ontario All Games Georgia All Games

Games and Fees**Special Conditions**

Provider launch date: from the Effective Date

Provider	Games	General fees	Fees for Branded/Premium games	Other terms	Restricted territory list
UGC	-	11% GGR	-	-	Australia Austria Canada Estonia Ireland Switzerland United States of America

- 1) If the GGR for a month is a negative amount, that negative amount may not be carried over to a subsequent month.
- 2) There will be no deductions from the Gross Gaming Revenue whatsoever for the purposes of calculation of the License Fee and any tax and gaming duty will be payable by the Licensee (as applicable).

Games and Fees

Special Conditions

Provider	Games	General fees	Fees for Branded/Premium games	Other terms	Restricted territory list
ReelPlay	-	11%GGR	-	-	Australia shall be considered a Restricted Territory
Booming Games	-	9%GGR	-	-	Where applicable, the Licensee explicitly agrees to adhere to the Provider's restricted territories list, as may be amended from time to time in the Provider's sole discretion, as well as any other jurisdictions as may be communicated to the Licensee (email and other technical means permitted).
Octopus Global	-	9%GGR	-	-	
Lady Luck	-	9%GGR	-	-	
Elysium	-	9%GGR	-	-	
Kalamba	-	9%GGR	-	-	
PG Soft	-	10%GGR	-	-	
Relax	Relax Slot Content	11% of GGR	-	-	Algeria, Afghanistan, Antigua & Barbuda, Australia, China, Cuba Guyana, Iran, Iraq, Israel Hong Kong, Kuwait, Libya Myanmar, North, Korea Pakistan, Panama, Singapore, Papua New Guinea, Sudan Syria, Taiwan, The Philippines, Yemen. Zimbabwe
	Relax Table Games Content				
	'Silver Bullet' Content				

Games and Fees

Special Conditions

Provider	Games	General fees	Fees for Branded/Premium games	Other terms	Restricted territory list
Hacksaw	In accordance with Hacksaw Platform	10% GGR	-	“Gross Gaming Revenue” shall mean: Bets – Wins	Australia, USA, Cuba, Iran, Sudan, North Korea, China, Libya, Syria, Zimbabwe, (ii) and any country, territory or jurisdiction prohibiting online gaming or any of the Games or the marketing thereof, whether by law or regulation or legal proceedings (whether criminal, civil or administrative), (iii) any country, territory or jurisdiction requiring that a local gaming licence is held by one or more of the Parties to this Agreement and/or by the Operator (as applicable), unless such gaming licence(s) are held, (iv) any country, territory or jurisdiction listed as a and any jurisdictions listed as a blacklisted jurisdiction (or “call for action” or similar denomination having the same meaning) on the international sanctions list by the Financial Action Task Force and any person who has been subject to any sanction or special designation by the Financial Action Taskforce, (v) and any country, territory or jurisdiction which Hacksaw may in its discretion designate as such from time to time;

Games and Fees

Special Conditions

Provider	Games	General Fees	Fees for Branded/Premium games	Other terms	Restricted territory list
Pragmatic Play	Slot Games (ROW)	10% GGR	3% above general fees	Asian Market Means those Territories found on the Asian continent but excluding Japan and Indonesia.	Blocked Countries • Australia • France • Iran • Israel • North Korea • Philippines • Singapore • Taiwan • United Arab Emirates • USA Restricted Countries • Bahamas • Belgium • Bulgaria • Colombia • Denmark • Greece • Gibraltar • Great Britain • Italy • Lithuania • Ontario, Canada • Portugal • Romania • Serbia • South Africa • Spain • Sweden • The Netherlands • Ukraine
	Slot Games (Asia)	9%GGR			
	Live Casino – Network Games (ROW)	12% GGR			
	Live Casino Network Games (including only blackjack games) Asian Market	12 % GGR			
	Live Casino Network Games (excluding any blackjack games) Asian Market	10% GGR			

Games and Fees

Special Conditions

Provider	Games	General fees	Fees for Branded/Premium games	Bonus terms	Other terms	Restricted territory list
Playson	-	10% of GGR	12% GGR	no bd	-	Afghanistan, Guinea Bissau Haiti Iran, Islamic Republic of Iraq, Jamaica Lebanon, Libya Myanmar, Nicaragua North Korea Pakistan, Panama Philippines Somalia, South Sudan Syria, Turkey Venezuela, Yemen Zimbabwe Australia Belgium Bulgaria Croatia Czech Republic Denmark Georgia Germany Greece Israel Italy Malta Netherlands Portugal Romania Serbia Spain Sweden Switzerland United Kingdom (“UK”) United States of America (“USA”)

Games and Fees

Special Conditions

Provider	Games	General fees	Fees for Branded/Premium games	Other terms	Restricted territory list
OneTouch	-	9% GGR		-	United States of America (US), United Kingdom (GB), Australia (AU), The Netherlands, Curacao and France.
Bombay Live	-	10% GGR	1.1 High Stake Tables Fee: A fee of EUR ten cent (€0.10) per bet placed by an End-User on a High-Stake Table. High Stake Tables Fee shall be, subject to payment of the High Stake Tables Fee, applicable for Blackjack table(s) with a minimum bet of EUR fifty (€50) or such other amount as decided by Bombay Live from time to time. 2.2 Generic Tables – Blackjack growth package: as part of the Generic Tables offering for Blackjack and as part of the Blackjack Growth Package, Bombay Live agrees to provide the Licensee with such Blackjack growth tables (each a “Blackjack Growth Table”) as the Parties may from time to time agree. In addition to the Fees charged herein, for the provision of each Blackjack Growth Table, Bombay Live shall charge and the Licensee agrees to pay Bombay Live a fee of EUR twelve cents (€0.12) per main bet placed by a User on a Blackjack Growth Table (the “Blackjack Growth Table Fee”).	-	
Caleta Gaming	-	9% GGR		-	
Asia Gaming	-	12% GGR		-	
Darwin Games	-	Asia 7% GGR ROW 11%GGR	Additional 2% of the GGR generated by Darwin Branded Games	-	

Games and Fees

Special Conditions

Provider	Games	General fees	Fees for Branded/Premium games	Other terms	Restricted territory list
Winfinity	Winfinity Auto Roulette Auto Roulette Auto Roulette 500x Bonus Buy Winfinity Roulette Bar Free Bonus Buy Roulette Venice Bonus Buy Roulette Winfinity BlackJack Classic BlackJack VIP Play Alone BlackJack Winfinity Baccarat Classic Baccarat No Commission Baccarat	9% GGR	In addition to general fees First 3 – 3% It's a match – 3% Last Chance – 5 % Bet in play – 5% Bonus Buy (Roulette) – 3% SMALL Side Bet - 3% BIG Side Bet- 3% P Pair Side Bet - 3 B Pair Side Bet - 3% Lucky 6 Side Bet - 3%	High stake bets: 0.30 EUR (thirty euro cents) commission applies to every stake that is higher than 50.00 EUR (fifty euro).	Australia Albania Afghanistan, Singapore Bahrain Brunei Cambodia Crimea Cuba Haiti Hong Kong Iran Israel Indonesia Japan Jamaica Jordan Mali Morocco Myanmar North Korea Panama Pakistan Saudi Arabia Senegal Singapore Sudan Syria Sudan Thailand Taiwan Turkey United Arab Emirates USA Uzbekistan Vietnam Venezuela Yemen Zimbabwe Qatar

Games and Fees

Special Conditions

Provider	Games	General fees	Fees for Branded/Premium games	Bonus terms	Other terms	Restricted territory list
Mascot Gaming	Games of Mascot Gaming	10% GGR	-	-	-	-

Games and Fees**Special Conditions**

Provider	Games	General fees	Fees for Branded/Premium games	Bonus terms	Other terms	Restricted territory list
Slotmill	Casino Games, primarily video slots	8,5% GGR	-	-	-	shall mean USA and Curacao. Additional jurisdictions or territories may be added and designated as Restricted Territories by Licensor from time to time by prior written notice to Licensee.

Games and Fees

Special Conditions

Provider	Games	General fees	Fees for Branded/Premium games	Other terms	Restricted territory list
Platipus	Books of Giza Catch the Leprechaun Pirate's Legacy The Big Score Xmas Avalanche Fruit Boost Halloween Extra Gems Coinfest Book of Light Pearls of the Ocean Wild Crowns Ways of the Gauls 9 Dragon Kings Piedra del Sol 9 Gems Posh Cats Joker Chase Frozen Mirror Diamond Hunt Little Witchy Un Día de Muertos Wild Justice Leprechaun's Coins Bamboo Grove Guises of Dracula Might of Zeus 1001 Spins Lord of the Sun 7 & Hot Fruits Wealth of Wisdom Fiery Planet Crocoman Fruity Sevens Richy Witchy Jewel Bang Crazy Jelly Mistress of Amazon Magical Mirror Juicy Spins Safari Adventures Princess of Birds Fairy Forest Lucky Dolphin Arabian Tales The Ancient Four Dragon's Element Caishen's Gifts Pirate's Map Webby Heroes Jackpot Lab Aztec Coins Chinese Tigers Rhino Mania Lucky Cat Pharaoh's Empire Bison Trail Jade Valley Hawaiian Night	Platipus Asia 7% GGR Platipus ROW 8%GGR	-	Asia Countries: (India, Pakistan, Thailand, Vietnam, Indonesia, Philippines, Malaysia, China, Taiwan) Rest of the World: (Japan, Korea, any other non-listed countries)	Licensee is and will be during the Term of this Agreement in full compliance with all laws and regulations applicable to its activities herein, including in each territory in which it provides its business activity.

	Santa's Bag Royal Lotus Chilli Fiesta Neon Classic Power of Poseidon Great Ocean Legend of Atlantis Aztec Temple Love is Book of Egypt Triple Dragon Monkey's Journey Sakura Wind Lucky Money Cinderella Crystal Sevens Mega Drago Jungle Spin Cleo's Gold Magical Wolf Power of Gods Dynasty Warriors Wild Spin Da Ji Da Li Bonus Deuces Wild Aces and Faces Jacks or Better European Roulette Baccarat VIP Baccarat PRO Baccarat Mini Blackjack Blackjack Vip				
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Games and Fees

Special Conditions

Provider/Sub-provider	Games	General fees	Bonus terms	Restricted territory list
iMoon	Crash Trade Blazer Jogo do Bicho Blood Burst Dragon Flare Crash 1917 Crash 3DX Crash Witch Crash Ghostly	6%	-	USA, Republic of Armenia, Aruba, Bonaire, Curacao, France, Netherlands, Saba, Singapore, Statia and St Maarten.

Games and Fees

Special Conditions

Provider launch date: From the effective date

Provider	Games	General fees	Fees for Branded/Premium games	Bonus terms	Other terms	Restricted territory list
Thunderkick	Birds on a Wire Esqueleto Explosivo Flux Fruit Warp Magicious Uncharted Seas Toki Time Spectra Zoom The Rift Frog Grog The Falcon Huntress Bork the Berzerker Hack 'n' slash edition Wild heist at Peacock Manor Flame Busters Pink Elephants Yeti battle of Greenhat peak Jaguar Temple Tiger Rush Rocket Fellas Inc Carnival Queen Midas Golden Touch Dragon Horn Raven's Eye	10% of GGR	n/a	n/a	-	The United States and its dependencies and overseas territories, France and its dependencies and overseas, Australia Iraq Iran Libya Myanmar People's Republic of Korea Sudan Zimbabwe Netherlands Denmark Spain Portugal Greece Germany Italy Belgium Romania Czech Republic Sweden United Kingdom Romania Nigeria Canada • Estonia • Lithuania

Games and Fees

Special Conditions

Provider launch date: From the effective date

Provider	Games	General fees	Fees for Branded/Premium games	Other terms	Restricted territory list
Play'n GO	Online Casino games	10% GGR	3 rd party license fee Casino hold'em – 3,5% Hugo – 3,0% Hugo 2 – 3,0% Hugo goal – 3,0% Hugo's adventure – 3,0% Hugo legacy – 3,0% Bugs party – 2,0% Flying pigs – 2,0% Twisted sister -4,0% Saxon – 4% Helloween – 4% Hammerfall – 4% Kiss – 4% Zz top – 4% Alice cooper – 4% Def leppard – 4% Lordi – 4% Hugo carts – 3% Dio – 4% Nsync – 4% Mötley Crue – 4%	For the avoidance of doubt, a Third Party License fee shall be paid in addition to what is paid as fee on the Casino Result.	shall mean those countries, states, provinces, territories or other geographic and/or Governmental areas as informed by Play'n GO on its resources online from time to time or as later notified by Play'n GO from time to time or otherwise is deemed prohibited.

1. All fees for Third Party Games shall be calculated separately for each Third Party Game, including for each separate Hugo Game. Furthermore, wherever the Gross Gaming Revenue is negative for any individual Game, the fee for that individual Game shall be zero (0). The negative difference in sum shall not be deductible against any other Games.

Games and Fees

Special Conditions

Provider	General fees	Restricted territory list
Evolution ROW	12% GGR	Dutch Caribbean: Aruba, Bonaire, Curacao, St. Martin, Saba, St. Eustatius; USA, France, the Netherlands In addition, any jurisdiction, in which the use, offering to users, development, distribution, offering for sale, selling, advertising, promotion and/or other exploitation of the Casino Games is prohibited by law.
Evolution Asia	11% GGR	

Table and Game Fees

In addition to the General Fees set out above, Licensor shall charge, and the Licensee agrees to pay, the following Fees in relation to the Live Casino Services:

- High Stakes Table: The Operator agrees to pay a fixed fee of ten cents (€0.1) per bet placed through the Operator Services on a High Stake Table.
- Blackjack Growth Table: The Operator agrees to pay a fixed fee of twelve cents (€0.12) per main bet placed through the Operator Services on a Blackjack Growth Table.
- Casino Hold'em; 2 Hand Casino Hold'em: A fee of one per cent (1%) of the Gross Gaming Revenues generated through any Casino Hold'em and 2 Hand Casino Hold'em Table
- Side Bets: A fee of three per cent (3%) of the Gross Gaming Revenues generated through any Side Bets on any game.
- Monopoly Live and Monopoly Big Baller: A fee of five per cent (5%) of the Gross Gaming Revenues generated through Monopoly Live and Monopoly Big Baller.
- First Person Deal or No Deal: A fee of ten point five per cent (10.5%) of the Gross Gaming Revenues generated through First Person Deal or No Deal.
- A fee of three per cent (3%) of the Gross Gaming Revenues generated through any Deal or No Deal; Crazy Coin Flip; Lightning Blackjack; Crazy Time; Mega Ball; Power Blackjack; Hippodrome Dual Play Roulette; Dragonara Dual Play Roulette; Texas Dual Hold'em; Atlantic Dual Play Roulette; Grand Casino Dual Play Roulette; Resorts Casino's Dual Play American Roulette; Free Bet Blackjack®; Three Card Poker®, with 6 card bonus; Ultimate Texas Hold'em®; Bucharest Dual Play Roulette; Texas Hold'em Bonus Poker; Infinite Blackjack; Extreme texas Hold Em; Triple Card Poker; Caribbean Stud Poker; Double Ball Roulette, Dragonara Roulette and Lightening Roulette.

Skin Fee: For each additional Skin requested by the Licensee, the Licensee shall pay a fee of EUR two thousand (€2,000).

JACKPOT GAMES AND FINANCIALS

Jackpot Game	Initial Seed Value	Progressive Jackpot Contribution	Re-seed Contribution	Jackpot Fee
Caribbean Stud Poker	EUR 50,000	The amount corresponding to forty-five percent (45%) of the Total Jackpot Bets generated by the Jackpot Game Caribbean Stud Poker	The amount corresponding to five percent (5%) of the Total Jackpot Bets generated by the Jackpot Game Caribbean Stud Poker	The amount corresponding to five percent (5%) of the Total Jackpot Bets generated by the Jackpot Game Caribbean Stud Poker
Casino Hold'em	EUR 1,000,000	The amount corresponding to twenty-two point five percent (22.5%) of the Total Jackpot Bets generated by the Jackpot Game Casino Hold'em	The amount corresponding to three percent (3%) of the Total Jackpot Bets generated by the Jackpot Game Casino Hold'em	The amount corresponding to five percent (5%) of the Total Jackpot Bets generated by the Jackpot Game Casino Hold'em

E.g. if the Total Jackpot Bets generated from the Jackpot Game Caribbean Stud Poker amounts to EUR 1,000 for a Month the following financials for that Jackpot Game will apply:

- a) Commission on Total Jackpot Bets less the Progressive Jackpot Contribution, Re-seed Contribution and Jackpot Fee;
- b) Progressive Jackpot Contribution (payable to Evolution): EUR 450;
- c) Re-seed Contribution (payable to Evolution): EUR 50; and
- d) Jackpot Fee (payable to Evolution): EUR 50.

Games and Fees

Special Conditions

Provider	General fees	Branded/premium fees	Restricted territory list
NetEnt (ROW)	10% of Total Aggregated GGR	13% of Total Aggregated GGR	Dutch Caribbean: Aruba, Bonaire, Curacao, St. Martin, Saba, St. Eustatius; USA, France, the Netherlands In addition,any jurisdiction, in which the use, offering to users, development, distribution, offering for sale, selling, advertising, promotion and/or other exploitation of the Casino Games is prohibited by law.
Red Tiger (ROW)			
Big Time Gaming (ROW)			
NetEnt (Asia)	7% Total Aggregated GGR	-	
Red Tiger (Asia)			
Big Time Gaming (Asia)			

Jackpots

1. Local Jackpots are calculated in the Casino Currency and paid to the Player account in the Player Currency using the exchange rate set in the Licensed Software at the time of the Local Jackpot fall-out.
2. Contributions to Local Jackpots are converted from Player Currency to Casino Currency using the exchange rate set in Licensed Software at the time of such contribution.
3. Licensee is responsible for all seeding amounts, i.e. the default start value, of Local Jackpots.
4. Pooled Jackpots and Pooled Promotions. Certain Casino Games feature Pooled Jackpots or Pooled Promotions, i.e. jackpots or promotional prizes that are shared between several Evolution licensees. Participation by Licensee in Pooled Jackpots and Pooled Promotions shall be at the discretion of Evolution pursuant to the Evolution qualification criteria which shall be determined by the relevant Evolution company from time to time. Eligible licensees shall be required to sign a separate agreement or agree to additional terms for the Pooled Jackpots or Pooled Promotions and additional entry contribution fees will be applicable.

Games and Fees

Special Conditions

Provider launch date: From the effective date

Provider	Games	General fees	Fees for Branded/Premium games	Other terms	Restricted territory list
Fantasma	Cloud Corsairs Goat Rush Prometheus: Titan of Fire Wicked Kitty Wins of Nautilus Payday Express New games will be added every 4-6 weeks	Europe: 9%GGR ASIA: 7%GGR	-	-	Afghanistan • Algeria • Angola • Antigua & Barbuda • Cambodia • China • Cuba • Cyprus • Guyana • Hong Kong • Indonesia • Iran • Iraq • Israel • Kahnawake • Kuwait • Libya • Macau • Myanmar • Namibia • Netherlands Antilles • North Korea • Pakistan • Papua New Guinea • Sudan • Syria • The Philippines • Uganda • United States of America and its Territories • Yemen

Games and Fees

Special Conditions

Provider launch date: From the effective date

Provider	Games	General fees	Fees for Branded/Premium games	Other terms	Restricted territory list
GAMOMAT	-	11%GGR	13%GGR	“BlueHorn Content” shall mean Games developed by various BlueHorn Studios, such as Bragg, Atomic Slot Lab, CandleBets, Givme Games, BluBerl, Blue Guru	Afghanistan Algeria Australia Austria (except with local license) The Bahamas (except with local license) Bahrain Belgium (except with local license) Bulgaria (except with local license) Cambodia (except with local license) Canadian provinces of Ontario and/or British Columbia (except with local license), China Colombia (except with local license), Croatia (except with local license), Cuba Curacao Czech Republic (except with local license) Cyprus Denmark (except with local license) Eritrea Estonia (except with local license) France Georgia (except with local license) Germany (except with local license) Gibraltar (except with local license) Greece (except with local license) Hong Kong India, excluding the states of Andhra Pradesh and Telangana (except with local license) Iran Iraq Israel, its territories and possessions Italy (except with local license) Jordan Kuwait Latvia (except with local license) Lebanon Libya Lithuania (except with local license) Malta (except with local license) Mauritius Mexico (except with local license) The Netherlands (except with local license) Nicaragua North Korea North Macedonia (except with local license) Portugal (except with local license) Qatar Romania (except with local license) State of Samoa Saudi Arabia Serbia (except with local license) Singapore Slovakia (except with local license) Slovenia (except with local license) Somalia South Africa South Sudan Spain (except with local license) Sudan Sweden (except with local license) Switzerland (except with local license) Syria Taiwan Turkey Ukraine (except with local license) United Arab Emirates United Kingdom (except with local license) United States of America Vatican City (Holy See) Vietnam Yemen
BlueHorn Content	-	11%GGR	13%GGR		

Websites

1. <https://www.rioplay.com>

Licensor's Warranties

Licensor warrants to the Licensee that:

- (A) It shall perform the services and all its obligations under this Agreement:
 - (i) using all reasonable skill, care and diligence;
 - (ii) using competent personnel with appropriate levels of training, experience and expertise for the tasks which they are required to perform;
 - (iii) using hardware, software, and equipment which are adequate and appropriate in the context of this Agreement to enable the services hereunder to be provided in accordance with this Agreement;
- (B) Licensor shall take all reasonable efforts to ensure that it is in compliance with all applicable rules, laws and regulations in connection with the supply of the Games and the Software; it is the rightful owner of the rights to the Games and Software licensed under this Agreement and/or has obtained the right from the rightful owner to license such rights;
- (C) Licensor content included in the Games is based on the commonly used industry standards existing on the date of release of the respective Game / Software or the date of the most recent update, the Games conform to their specifications and the Software itself is substantially error-free; there is no bias and that random selection emulates live situations as much as practically possible and commercially motivated with computer generated gaming situations;
- (D) The Games and the Software shall in all material aspects perform in accordance with the Documentation.
- (E) The Licensor content and the Software do not infringe any intellectual property rights held by third parties.
- (F) The Games and Software will be provided with commercially reasonable resources allocated.
- (G) The Software shall be free from all viruses known generally at the date of integration.
- (H) That Licensor content or the Software do not contain any malware or other similar or harmful components which have the potential to impair or prevent the operation of the Software. If any such Trojan horse, worm, logic bomb, time bomb, backdoor, trap door, key or other similar or harmful component is contained despite Licensor's efforts, Licensor will correct this in the Licensor content or Software in commercially reasonable time after Licensee's written notice.

Licensee's Warranties

Licensee warrants and represents that it has full power and authority to enter into the Agreement and to fulfil its obligations hereunder and that the performance of the terms of the Agreement will not breach any separate agreement by which Licensee is bound. The Licensee also warrants to Licensor that:

- (A) The Games are provided to Players in compliance with applicable laws and that commercially reasonable endeavours are made to ensure a secure environment for the Players to access.
- (B) The Licensee shall operate its gaming business in accordance with the relevant laws and obtain authorization(s)/licenses from relevant authorities (as applicable).
- (C) The Licensee is in compliance with all the applicable rules, laws and regulations applicable to the supply of the Games to the Players via the Software.
- (D) The Licensee shall upon the receipt of a written request provide Licensor with all requested KYC/AML material as deemed necessary from time to time. The approval of the received KYC/AML material shall act as a precondition for the Licensee being entitled to offer the Games to the Players under the Agreement.
- (E) The Licensee will utilize appropriate software and industry standard geolocation methods in order to block all Players who are either physically located in and/or utilizing servers physically located in any Restricted Territories from being able to access the Games on the Software.
- (F) In addition to following the procedure set out above, the Licensee shall diligently and continually monitor the operation of the Games on its Websites (including but not limited to abnormal Player pay-outs) and inform Licensor without delay in writing of any discovered or suspected Game faults, including but not limited to pay-out errors. Any failure by the Licensee to effectively monitor the operation of the Games and/or immediately inform Licensor of the discovered or suspected Game faults shall be taken into consideration as a factor mitigating Licensor's liability for such.
- (G) The Licensee undertakes to remove the Game(s) from the Websites immediately upon receiving a written takedown notice from Licensor for a specific Game or set of Games which Licensor may issue at any time in the event that the Game(s) are subject to, or at risk at becoming subject to a third-party intellectual property right claim, or as a result of third-party license termination or expiration, or a detected or suspected Game fault in the operation of the Game(s).

Service Level Agreement

In accordance with clause 6.5. “Support and Maintenance” of the Agreement, the Licensor shall provide such support and maintenance services as may be requested by the Licensee in accordance to the following herein stipulated:

It is agreed that The Licensor will not provide technical support for issues caused by unauthorized interference of the Licensee or its any other third parties.

Method of Communication

Email

Licensee: support@rioplay.com

Licensor: support@vegangster.com

Error reporting:

Licensee is obliged to inform the Licensor about each emergency issue as soon as possible but not later than 48 hours since the issue appeared.

All reported issues must be backed up with the relevant information, which includes following information:

No. of game session;

Time issue occurred accurate to 30 minutes in GMT;

Text description of the issue.

Licensee can send a screenshot of the issue or error code. To avoid any misunderstanding, screenshot of the issue and error code are not considered as the Mandatory information, however providing screenshot of the issue and error code could be helpful for the technical support.

Reported issues need to be classified in one the following four severity levels, bed on the definitions header. The Licensee must clearly indicate the severity level assigned in the Support Services Request sent to the Licensor. As a default the Request should be created as a Severity 3. Priority Normal. The Licensor will review the severity level assigned to the request and use commercially reasonable efforts to resold and correct reported issues.

Case Severity Classifications:

The Help Desk Support Service provides a four-level case severity which usually follow these definitions but are not limited to these definitions.

Urgent	Gaming Service is down or severely degraded causing a large number of users with the inability to access and/or play in the gaming system. Call the emergency number.
High	A business function or transaction process is not available. A single player is facing a quality of play issue. The management information and Backend systems are not functioning and cannot produce billing information.
Normal	Non critical issues, questions and general problems with BO or matter which still allow game transactions to take place.
Low	Feature requests, product questions, tutorials etc.

SLA Service Targets

Priority	Response Time (Mo – Fri 10:00 to 19:00 GMT +3)	Response Time (Weekends)
Urgent	1 hour	1 hour
High	5 hours	10 hours
Normal	24 hours	48 hours
Low	48 hours	96 hours

Service Level Objectives – Uptime

Licensor will make best efforts to maintain a service availability of 99.5 %, but not less availability percentage, then it's guaranteed by the Game Providers.

Events of Force Majeure and planned Maintenance Schedules are considered severally due to the conditions stated in the Agreement and this Appendix hereunder.

Maintenance Schedules

Licensor, in line with its policy of continuous quality improvement, may at times apply maintenance fixes which might require the systems to be unavailable during such periods. These maintenance updates may be initiated by security consideration, software upgrades, bug fixes, due to the requests by law or regulation or as it will be necessary to protect Software's Infrastructure or other necessary patches. During these periods the services or parts of the service might be down and the system will not run at the Players computers.

Licensor invests reasonable efforts to ensure that these periods of elective maintenance will not exceed 3 hours in any one month, except to conditions outside of Licensor's control and subject to Planned Maintenance windows and other similar windows including without limitation due to changes requested by the Licensee. Licensor reserves the right to apply such fixes immediately, without prior warning; however, downtime will be minimized as much as possible.

Data Processing Agreement

between:

(1) **Green Platform N.V.** (hereinafter “**Licensor**” or “**Processor**”);

and

(2) **Bamla Limited N.V.** (hereinafter “**Licensee**”, “**Operator**” or “**Controller**”)

The parties to this DPA shall be jointly referred to as “**Parties**” and individually as a “**Party**”.

The definitions and terms in the Main Agreement shall also be applied in connection with this DPA.

1. Background

- (A) The Parties have agreed that it may be necessary for the Processor to Process certain Personal Data on behalf of Controller in respect of such Personal Data.
- (B) The Parties have agreed to enter into this agreement (“DPA”) for the purpose of agreeing on the respective compliance obligations imposed upon Controller pursuant to the Data Protection Laws. The Processor is appointed by Controller to Process such Personal Data on behalf of Controller as is necessary to provide the Services in accordance with the terms of this Agreement.
- (C) The Parties acknowledge that this DPA applies only if and to the extent that the Licensor (Processor) is deemed to undisputedly process Personal Data as a Processor.
- (D) This DPA constitutes an appendix to the Software License and Service Agreement entered into between Licensor and the Licensee on the Effective Date (“**Main Agreement**”) for the provision of the Games to the Licensee via the Software.

2. Additional definitions and interpretation

- 2.1 The definitions in the Main Agreement shall be complemented with the following expressions used in this DPA:

"Applied GDPR" means Adapted text of the EU General Data Protection Regulation 2016/679;

"Controller Personal Data" means any Personal Data Processed by Licensor or its Sub-processor on behalf of a Controller pursuant to or in connection with the Main Agreement;

"Data Controller", "Data Processor", "Data Subject", "Personal Data", "Personal Data Breach", "Processing", "Processes", "Supervisory Authority" shall have the same meaning as given to them under Applied GDPR;

"Data Protection Laws" means the applicable data protection legislation consisting of Data Protection Act 2018, Data Protection (Application of the GDPR) Order 2018,

Adapted text of the General Data Protection Regulation 2016/679 ("**GDPR**"), The GDPR and LED Implementing Regulations 2018 as amended, replaced or superseded from time to time and, to the extent applicable to either Party, the data protection or privacy laws of any other country;

"Processor Group Company" shall mean Processor or any company or corporation in respect of which Processor or Processor's ultimate holding company owns (directly or indirectly) any percentage of the issued share capital;

"Restricted Transfer" means each case where such transfer would be prohibited by Data Protection Laws (or by the terms of data transfer agreements put in place to address the data transfer restrictions of Data Protection Laws) in the absence of the Standard Contractual Clauses to be established under section 14 below;

"Request" means a request from a Data Subject to exercise the rights under the Data Protection Laws in respect of Controller Personal Data;

"Services" means the services to be provided by Licensor pursuant to the Main Agreement or otherwise agreed between the Parties;

"Standard Contractual Clauses" means the contractual clauses in accordance with the EU Commission Decision 2010/87/EU of 5 February 2010 and referred to in the Applied GDPR for the transfer of personal data from the EEA to processors or controllers established in third countries (and any successor clauses), or any other standard contractual clauses issued by the EU Commission which replace such clauses from time to time;

"Sub-processor" means any person (including any third party but excluding an employee of Licensor) appointed by or on behalf of Licensor to Process Personal Data on behalf of the Controller in connection with the Main Agreement. It is stated for clarity that such Sub- processor shall be considered to also include any third-party game suppliers whose content is distributed to the Operator via a supplier platform – Licensor platform integration ("**P2P Supplier**").

3. Processing of Personal Data

3.1 Licensor shall:

3.1.1 comply with its obligations under all applicable Data Protection Laws in the Processing of Controller Personal Data; and

3.1.2 agree and warrant to process the Controller Personal Data only on behalf of the Controller and in compliance with its documented instructions and the Main Agreement and/or this DPA;

3.2 Any information and data provided by the Controller to Licensor and used by Licensor directly or indirectly in the performance of this Agreement shall remain at all times the property of the Controller.

4. Licensor and its personnel

- 4.1 Licensor shall ensure that access to the Controller Personal Data is restricted to its authorized employees of and/or any Sub-processors who need to know/access the relevant Controller Personal Data, as strictly necessary for the purposes of the Main Agreement, and to comply with Data Protection Laws.
- 4.2 Licensor shall ensure that the personnel who access the Controller Personal Data have signed agreements requiring them to keep all Controller Personal Data confidential and that the personnel processing or having access to the Controller Personal Data receive adequate training on compliance with the data protection provisions under this DPA and Data Protection Law applicable to the Processing.

5. Security

- 5.1 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing, as well as the risk of varying likelihood and severity for the rights of Players, Licensor shall in relation to the Controller Personal Data implement and maintain, at its cost and expense, appropriate technical and organisational measures in relation to its processing of Controller Personal Data so as to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the Applied GDPR.

6. Sub-processing

- 6.1 The Controller shall authorize Licensor to appoint Sub-processors in accordance with this section 6 and any restrictions set in the Main Agreement. It is stated for clarity that the appointment of any P2P Suppliers referred to above as Sub-processors shall be subject to a separate agreement on the commercial terms for the distribution of respective Games under the Main Agreement between the P2P Supplier and the Controller.
- 6.2 Licensor shall be allowed to continue to use those Sub-processors (of which the Controller has been made aware) already engaged by Licensor as at the Effective Date of this DPA, subject to Licensor in each case meeting as soon as practicable the obligations set out in clause 6.4 below. The sub-processor already engaged at the time of entering into this DPA shall be defined in Annex 2 below.
- 6.3 Licensor shall give the Controller a prior written notice of the appointment of any new Sub- processor, including full details of the Processing to be undertaken by the Sub-processor. If, within five (5) Working Days of receipt of such notice, the Controller notifies Licensor in writing of any objections (on reasonable grounds) to the proposed appointment, Licensor shall not appoint the proposed Sub-processor unless reasonable steps have been taken to address the objections raised by the Controller and are approved by the Controller (approval not being unreasonably withheld).
- 6.4 With respect to each Sub-processor, Licensor shall:
 - 6.4.1 Before the Sub-processor first Processes Controller Personal Data, carry out

adequate due diligence to ensure that the Sub-processor is capable of providing the level of protection for the Controller Personal Data required by this DPA;

6.4.2 Ensure that the arrangement between Licensor and the Sub-processor is governed by a written contract including terms which offer no less onerous level of protection for the Controller Personal Data as one set out in this DPA; and

6.4.3 If that arrangement involves a Restricted Transfer, ensure that the Standard Contractual Clauses are at all relevant times incorporated into the agreement between Licensor and the Sub-processor.

6.5 Licensor shall ensure that each Sub-processor performs the obligations under sections 3.1, 4, 5, 7.1, 8.2, 9 and 12.1, as they apply to the Processing of Controller Personal Data carried out by that Sub-processor, as if it were a party to this DPA in place of Licensor.

7. Data subject rights

7.1 Licensor shall provide the Controller with reasonable co-operation and assistance in complying with any Data Subject Request received by the Controller or Licensor relating to Controller Personal Data and in particular shall:

7.1.1 Notify the Controller within five Working Days if it receives a Request from a Data Subject of any Controller Personal Data;

7.1.2 Where the Controller is not able to access such requested Controller Personal Data itself without Licensor's support, on request from the Controller, supply the Controller with the Controller Personal Data which is sought under the request within 5 Working Days of the Data Subject making the Request;

7.1.3 Not disclose or release any Controller Personal Data in response to a Data Subject access Request served on Licensor by any Data Subject or third party, without first consulting with and obtaining the prior written consent of the Controller;

7.1.4 To the extent that the Controller is unable to correct, amend, block or delete Controller Personal Data in response to a Request from a Data Subject in accordance with Data Protection Laws without Licensor's assistance, Licensor shall comply with any reasonable Request by the Controller to facilitate such actions.

8. Personal data breach

8.1 Licensor shall notify the Controller immediately (and in any event within 48 hours) if it becomes aware of any unauthorised or unlawful Processing of, loss of, damage to or destruction or corruption of Controller Personal Data ("**Personal Data Breach**"), providing the Controller with sufficient information to allow the Controller to meet any obligations to report to competent authorities or inform Data Subjects.

8.2 Licensor shall cooperate with the Controller and take such reasonable steps as are directed by the Controller to assist in the investigation, mitigation and remediation of

each Personal Data Breach.

9. Data protection impact assessment and prior consultation

- 9.1 Licensor shall provide reasonable assistance to the Controller with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities.

10. Supervisory Authority measures or investigations

- 10.1 Both Parties shall cooperate and assist the other Party in the event of any measures or investigations taken by the Supervisory Authority related to any activities conducted under this DPA, including promptly notifying the other Party of the threat and commencement of such measures. The Parties shall take all reasonable measures necessary to limit the potential damage incurred to either of the Parties due to such event.

11. Deletion of Controller Personal Data

- 11.1 Licensor shall promptly and in any event within 10 Working Days of the date of cessation of any Services involving the Processing of Controller Personal Data ("**Cessation Date**"), delete and procure the deletion of all copies of the Controller Personal Data. Deletion means permanently removing of all copies of the Controller Personal Data from Licensor's and/or Licensor's Sub-processors' systems.
- 11.2 Notwithstanding what is stated above in clause 11.1, Licensor shall be entitled to retain Controller Personal Data to the extent required by regulatory requirements and only to the extent and for such period as required by regulatory requirements and always provided that Licensor shall ensure the confidentiality of all such Controller Personal Data.
- 11.3 Licensor shall provide written certification to the Controller that it has fully complied with the clause 11.1 within 15 Working Days of the Cessation Date.

12. Audit Rights

- 12.1 Licensor shall make available to the Controller on request in a timely manner such information as is reasonably required by the Controller to demonstrate Licensor's compliance with its obligations under Data Protection Laws and this DPA.
- 12.2 Licensor shall permit and contribute to audits conducted by the Controller or another auditor mandated by the Controller for the purpose of demonstrating Licensor's compliance with its obligations under Data Protection Laws and this DPA. This shall be subject to the Controller giving Licensor reasonable prior notice of such audit and/or inspection and ensuring that any auditor is subject to binding obligations of confidentiality and that such audit or inspection is undertaken so as to cause minimal disruption to Licensor's business and in the narrowest applicable extent. Licensor or a Sub-processor need not give access to its premises for the purposes of such an audit or inspection:

- 12.1.1 to any individual unless he or she produces reasonable evidence of identity and authority;
- 12.1.2 outside normal business hours at those premises, unless the audit or inspection needs to be conducted on an emergency basis and the Controller has given notice to Licensor that this is the case before attendance outside those hours begins; or
- 12.1.3 for the purposes of more than one audit or inspection, in respect of Licensor and each Sub-Processor, in any calendar year, except for any additional audits or inspections which:
 - 12.1.3.1 Controller undertaking an audit reasonably considers necessary because of genuine concerns as to Licensor's compliance with this DPA; or
 - 12.1.3.2 Controller is required or requested to carry out by Data Protection Laws, a Supervisory Authority or any similar regulatory authority responsible for the enforcement of Data Protection Laws in any country or territory, where the Controller has identified its concerns or the relevant requirement or request in its notice to Licensor of the audit or inspection.

13. Indemnity

- 13.1 Licensor shall indemnify the Controller for any breach of this DPA and Data Protection Laws in relation to the Processing of Controller Personal Data, which renders the Controller liable for any costs, fines, claims or expenses howsoever arising. It is stated for clarity that no liability cap shall be applicable to any damage resulting from gross negligence or wilful misconduct.

14. Restricted transfers

- 14.1 Licensor shall not transfer any Controller Personal Data outside the EEA without the prior approval of the Controller.
- 14.2 The Controller and Licensor shall undertake to enter into the Standard Contractual Clauses in respect of any Restricted Transfer.
- 14.3 Licensor warrants and represents that, before the commencement of any Restricted Transfer to a Sub-processor, Licensor and the Sub-processor have entered into and executed the respective Standard Contractual Clauses.

15. Term

- 15.1 This DPA shall commence on the date on which the Main Agreement is entered into force ("**DPA Effective Date**") and shall continue in full force and effect until the termination or expiration of the Main Agreement.

16. Order of Precedence

- 16.1 Nothing in this DPA reduces Licensor's obligations under the Main Agreement in relation to the protection of Personal Data or permits Licensor to Process (or permit the Processing of) Personal Data in a manner which is prohibited by the Main Agreement.
- 16.2 Subject to section 16.1, with regard to the subject matter of this DPA, in the event of inconsistencies between the provisions of this DPA and any other agreements between the Parties, including the Main Agreement, the provisions of this DPA shall prevail subject to clause 16.3 below.
- 16.3 Where the parties have entered into the Standard Contractual Clauses under clause 14, in the event of any inconsistencies between the Standard Contractual Clauses and any other agreements between the Parties, including this DPA and the Main Agreement, the Standard Contractual Clauses shall prevail. This DPA is entered into and becomes a binding part of the Main Agreement with effect from DPA effective date.

17. Changes to data protection laws

- 17.1 Licensor may by at least 30 (thirty) calendar days' written notice to the Controller from time to time propose variations to this DPA, which Licensor reasonably considers to be necessary to address the requirements of any Data Protection Laws.

18. Respective data protection compliance

- 18.1 Both Parties are liable for their respective compliance with their own obligations of as set forth in this DPA, the Applied GDPR and the consequences of the breaches thereof.

19. Governing law and dispute resolution

- 19.1 The Parties to this DPA hereby submit to the choice of jurisdiction and governing law stipulated in the Main Agreement with respect to any disputes or claims arising under this DPA.
