

SOFTWARE LICENSE AND SERVICES AGREEMENT

This Software License and Services Agreement (the "**Agreement**") is entered into on the Effective Date by and between:

- (1) **GameArt CU B.V.**, with offices at Fransche Bloemweg 4, Willemstad, Curaçao and company registration number **161733**, hereinafter referred to as the "**Licensor**"; and,
- (2) **Uno Digital Media B.V.** with offices at Johan Van Walbeeckplein 24, Willemstad, Curacao, with company registration number 157147, hereinafter referred to as the "Licensee".

Hereinafter also referred to individually as "**Party**" or collectively as "**Parties**".

WHEREAS the Licensee is providing gaming services in a business-to-business capacity.

WHEREAS the Licensor is a duly licensed entity by the Curacao Gaming Authority, in possession of a license bearing number 8048/JAZ2022-086 which allows it to provide gaming services in a business-to-business capacity.

WHEREAS the Licensor is a legal entity, which is responsible for managing, hosting and controlling the Licensed Software.

WHEREAS the Licensor wishes to integrate the Licensed Software onto the Licensee's platform and systems so as to enable the Licensee to have the ability to make available the Licensed Software to Approved Operators which shall make the Licensed Software available to Customers visiting the Websites.

WHEREAS the Licensor is willing to grant the Licensee a non-exclusive, non-assignable, revocable and non-transferable license to the Licensed Software, under the terms and conditions stipulated in this Agreement.

WHEREAS the Parties agree that this Agreement will set out the terms and conditions to govern a non-exclusive agreement for licensing of Licensed Software to be used and sublicensed through Licensee's platform to the Approved Operators.

NOW THEREFORE THE PARTIES HEREBY AGREE AS FOLLOWS

1. Definitions

For purposes of this Agreement, the following terms shall have the following definitions:

"Approved Operator" shall mean an Operator who shall be pre-approved by the Licensor, in writing (email shall suffice), and to which the Licensee shall be authorized to sublicense the Licensed Software.

"Branded Games" shall mean all exclusive Games which shall be subject to higher fees as specified in Exhibit B of this Agreement (for example Megaways™ Games).

"Branded Premium Games" shall mean all exclusive Games which shall be subject to higher fees as

Initials Licensor:

DS
 DS


Initials Licensee:

DS


specified in Exhibit B of this Agreement (for example Megaways™ Games combined with a third-party intellectual property and/or brand, which are for this reason subject to a Third-Party Licensing Fee).

“Confidential Information” shall mean any information disclosed by one of the Parties or its agents or representatives (the “Disclosing Party”) to the other Party (the “Receiving Party”) which is not known at the time of its disclosure in the public domain.

“Customer Information” shall mean all data collected and stored on the Licensee's Customers, including, username, amounts wagered and frequency of wagering. The customer database, statistical information and casino name of the Licensee shall be considered as a proprietary information of the Licensee, and the Licensee shall be the sole owner thereof, and the Licensor shall not disclose or otherwise use, distribute or reveal the customer statistical information without the prior written explicit consent of the Licensee.

“Customers” shall mean any player that conducts any financial transactions within the Website.

“Effective Date” shall mean the date on which this Agreement has been signed by the Parties. If the Agreement has been signed at two different dates, the latter shall be considered to be the Effective Date.

“Games” shall mean the RNG games and other games, licensed by the Licensor to the Licensee as part of the Licensed Software in accordance with the terms of this Agreement.

“Go-Live Date” shall mean the first day of Licensed Software operation and availability to the public for real money wagering and date on which the Games are available online for Customers.

“Handling Fee” shall mean the initial value contributed to any specific jackpot and are to be carried by the Licensor adding 10% fee on the Jackpot Contribution. The fee of ten percent (10%) will be applied only in progressive jackpot.

“Intellectual Property” shall include the inventions, designs, processes, formulae, notations, improvements, all financial information of the Licensor, know-how, moulds, get-up, logos, devices, marks, charts, plans, models, mask designs, and graphic displays, photographs, digital and other artworks, sequences of digital or photographic images both coded and visual, sounds however stored or played, and all other copyright works, and in relation to the Licensed Software particularly and without limitation, the source code and architecture of the software, look and feel of the software, and trade secrets including details of performance or design or any part of the Licensed Software.

“Intellectual Property Rights” shall include patents, design rights, trademarks, trade names, domain names, copyrights, mask works, rights in unlawful competition and passing off, and all other rights, statutory or otherwise, covering the Intellectual Property and all features thereof and all ancillary matter and covering, in each case in any part of the world and whether or not registered or registrable and to the fullest extent thereof and for the full period thereof and all extensions and renewals thereof, and all applications for registration thereof and all rights and interests thereto.

“Jackpot Changes” shall mean the total amount of Jackpot Contributions each relevant calendar month less Jackpot Pay-outs.

Initials Licensor:

DS
 DS


Initials Licensee:

DS


“Jackpot Contribution” shall mean the total share of Bets being used as deposit for Jackpot Pay-outs.

“Jackpot Pay-out” shall mean the total amount paid as jackpots to Customers.

“Licensed Software” shall mean (a) the Games and the software supporting the Games, provided by the Licensor in executable form, and Core Software Releases; (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; and (c) any derivative work of the software resulting from enhancements, changes, additions or modifications made to it under the terms of this Agreement.

“Net Gaming Revenue” shall mean, for any given calendar month, revenue earned from Customers’ total wagers less any and all winnings by Customers, Jackpot Changes, verifiable chargebacks and discounts.

“Operator” shall mean any operator who uses the Licensee’s platform.

“Player Compensation” shall mean the total amount of bonus costs and chargebacks each relevant calendar month.

“Standard Games” shall mean the Games which are not Branded or Branded Premium Games.

“Third Party License Fee” shall mean any game where the Licensor pays a fee for using such game as part of the Games. Fees are determined on a game by game basis when they come available. For the avoidance of doubt, third party license fee shall be paid in addition to what is paid as fee on Net Gaming Revenue.

“Websites” shall mean the casino internet web site(s) directly or indirectly owned or controlled by the Licensee or its agents, representatives or assignees or Operators and which utilizes, in whole or in part, Licensor’s Licensed Software and system including the mobile APP versions.

2. License

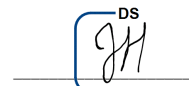
- 2.1 Subject to the terms and conditions of this Agreement, the Licensor hereby grants to the Licensee a non-exclusive, non-assignable, revocable and non-transferable license for the use and sublicensing of Licensor's Licensed Software through the Licensee's platform to Approved Operators.
- 2.2 Notwithstanding anything to the contrary in this Agreement, the Licensee shall only sublicense the Licensed Software to Operators who are Approved Operators. In the event that the Licensor deems, in its sole discretion, this clause 2.2 to have been violated by the Licensee, the Licensor shall have the unilateral right to immediately terminate this Agreement, without penalty and without prejudice to such Licensor's right to any pending dues to it in terms of this Agreement and furthermore, without prejudice to the same Licensor's right to damages and/or recovery of losses which may have been suffered as a result of this clause 2.2.

3. Conditions of License

Initials Licensor:

DS
 DS


Initials Licensee:

DS


- 3.1 Ownership of Licensed Software. All rights, title and interest in and to the Licensed Software, and any copies thereof and all documentation, code and logic, which describes and/or composes such software remains the sole and exclusive property of the Licensor or its agents, as the case may be, pursuant to the terms of Licensor's agreements with its agents, if any.
- 3.2 Non-Exclusive Agreement. The Licensee acknowledges that this is a non-exclusive agreement and that the Licensor will sell or license its Licensed Software to as many other parties as are willing to enter into a licensing agreement with the Licensor, including, without limitation, potential competitors to the Licensee.
- 3.3 The Licensee shall not knowingly permit any third party to use or access the Licensed Software, other than Approved Operators and Customers for the sole purpose of playing the Games in accordance with the terms of this Agreement, without the Licensor's prior written consent.
- 3.4 The Licensee hereby acknowledges that it is licensed to use the Licensed Software only in accordance with the express terms of this Agreement and not further or otherwise.
- 3.5 The Licensee agrees it shall not at any time be permitted to have any access, other than to guarantee the correct implementation and operation of the Licensed Software with the Licensee's own software, to the server systems that host the games and the associated software and databases, wherever they may be.
- 3.6 The Licensee shall be solely responsible for determining the jurisdictions in which it chooses to accept and/or to receive wagers. However, notwithstanding the foregoing, the Licensee agrees that it will not solicit wagers from or use the Licensed Software in any jurisdiction which has been specifically prohibited by law. The list of prohibited jurisdictions is included in Exhibit D hereto. The Licensee shall access any and all updated lists of prohibited jurisdictions and applicable lists of Games through the client area, access to which shall be provided by the Licensee's designated account manager.

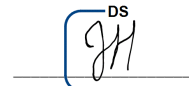
4. Licensing Fees

- 4.1 One Time Fee. The Licensee shall pay the Licensor a one-time, non-refundable setup fee hereafter referred to as the "Initial Fee", as indicated in Exhibit A, in consideration of Licensor's consent to enter into this Agreement.
- 4.2 Monthly Fee. The Licensor shall charge a monthly fee based on a percentage of Approved Operators' Net Gaming Revenue, in accordance with Exhibit B of this Agreement. These monthly fees shall commence on the Go-Live Date of each Approved Operator. The Licensee shall pay the monthly fees for the previous month no later than on due date specified in each invoice issued by the Licensor, however in any case not later than on fifteenth (15th) day of the current month.
- 4.3 The Parties agree that there shall be no offset of positive and negative Net Gaming Revenue. Additionally, there will be no negative loss carryovers from month to month.

Initials Licensor:

The image shows two blue ink signatures. The first signature is on the left, and the second signature is on the right. Both are enclosed in a blue rectangular box.

Initials Licensee:

The image shows a blue ink signature. It is enclosed in a blue rectangular box.

5. Progressive Jackpot

- 5.1 Progressive Jackpot Fees. Several games within the Licensor's Games portfolio include local progressive jackpots which carry the following terms:
- 5.1.1 The total amount corresponding to the jackpot value is to be held by the Licensor. The Customer contribution to the local jackpot from Licensee's system, including each subsystem (skin), is invoiced by the Licensor to the Licensee on a monthly basis.
- 5.1.2 When a jackpot is won, the Licensor will pay the amount owed to the Customer in the currency of the Licensee's casino to the Licensee directly.
- 5.1.3 The Licensor will charge a Handling Fee on the casino progressive jackpot contribution. This Handling Fee will be accorded to the monthly invoicing.

6. Intellectual Property

- 6.1 Ownership of Intellectual Property Rights. All Intellectual Property Rights in the Licensed Software, as well as additions, corrections, improvements thereto, and in any other proprietary software provided by the Licensor to the Licensee will at all times remain the property of the Licensor. The Intellectual Property Rights in all work done by the Licensor or its contractors for the Licensee remain with the Licensor and are licensed to the Licensee hereunder together with the Licensed Software.
- 6.2 Upon termination of Agreement. The Licensee agrees with the Licensor that at any time after termination of this Agreement, the Licensee shall not knowingly disclose to any other person, firm or company, particulars of any Intellectual Property Rights of the Licensed Software or wilfully infringe any of the Intellectual Property Rights of the Licensor.

7. Confidentiality

- 7.1 The Licensee shall not disclose the Confidential Information of the Licensor to any third party without the prior written consent of the Licensor, nor shall the Licensee disclose the terms or contents of this Agreement to any third party who is not bound to maintain the confidentiality.
- 7.2 The Licensor shall not disclose the Confidential Information of the Licensee to any third party without the prior written consent of the Licensee, nor shall the Licensor disclose the terms or contents of this Agreement to any third party who is not bound to maintain the confidentiality.
- 7.3 All Confidential Information shall
- not be copied, disclosed, published, distributed or disseminated in any way or form by the Receiving Party without the prior written consent of the Disclosing Party;
 - shall be maintained in confidence and may only be disclosed to those employees of the Receiving Party or of its affiliates who have a need to know for the purposes of this Agreement; provided that prior to such disclosure, such entities or individuals shall have been apprised of the proprietary nature of the Confidential Information and shall have executed written agreements consistent with the terms hereof;

Initials Licensor:

The image shows two blue ink signatures within rectangular boxes. The first box contains the initials 'DS' and the second box contains the initials 'CUK'.

Initials Licensee:

The image shows a blue ink signature within a rectangular box. The signature appears to be 'JH'.

- c) shall not be used by the Receiving Party for any purpose, except for the purposes expressly stated herein, without the prior written consent of the Disclosing Party;
 - d) be protected and kept in strict confidence by the Receiving Party, who must use the same degree of precaution and care as it uses to protect its own Confidential Information of like importance, but in no case less than reasonable care; and
 - e) shall remain the property of and be returned to the Disclosing Party (along with all copies thereof) within thirty (30) days of receipt by the Receiving Party of a written request from the Disclosing Party that sets forth the Confidential Information to be returned. Without derogating from the generality of the foregoing, neither the Receiving Party nor any of the Receiving Party's affiliates, employees or agents shall transfer to a third party or publish any information or data arising or derived from any use or processing of the Confidential Information of the Disclosing Party without the prior review and written consent of the Disclosing Party.
- 7.4 Upon written demand from the Disclosing Party to the Receiving Party either to return the Confidential Information disclosed by, belonging to or about the Disclosing Party or to destroy such Confidential Information, the Receiving Party shall return the Confidential Information disclosed by, belonging to or about the Disclosing Party (and any copies) or to confirm to the Disclosing Party in writing that it has been destroyed.
- 7.5 This whole Section 7 constitutes an ongoing, continuous, perpetual condition of this Agreement and shall endure beyond the expiration or termination of this Agreement (howsoever caused).
- 7.6 Each Party will procure that all persons associated with it, whether as directors, employees or advisers, comply with the provisions of this clause.

8. Customer Data

- 8.1 Database. The Licensor shall maintain for the period of this Agreement a database tracking any and all of Licensee's Customers' activity related to the Licensed Software.
- 8.2 Use of Customer Information. The Licensor shall not disclose the Customer Information to any third party and shall not utilize the Customer Information in any way and for any purpose whatsoever (including statistical and analytical purposes). This clause constitutes an ongoing, continuous, perpetual condition of this Agreement and shall endure beyond the expiration or termination of this Agreement (howsoever caused).

9. Term and Termination

- 9.1 Term. This Agreement shall commence and be deemed effective on the Effective Date. This Agreement shall remain in effect for a period of one (1) year from the Effective Date (the "Initial Term") and shall be automatically renewed indefinitely for additional one-year terms (each a "Renewal Term"). Either Party may terminate this Agreement by giving the other Party thirty (30) days' notice in writing before the expiry of the Initial Term or each Renewal Term.
- 9.2 This Agreement may be terminated if one of the following events occur:

Initials Licensor:

The image shows two blue ink signatures. The first signature is a stylized 'DS' inside a blue box. The second signature is 'CUR' inside a blue box.

Initials Licensee:

The image shows two blue ink signatures. The first signature is a stylized 'DS' inside a blue box. The second signature is 'JH' inside a blue box.

- 9.2.1 Termination for Failure to Pay Fees. The Licensor may terminate this Agreement at any time immediately upon giving a written notice if the Licensee is more than thirty (30) days in arrears in paying any monthly fees due.
- 9.2.2 Bankruptcy. Either Party may terminate this Agreement at any time immediately upon giving a written notice if the other Party is subject to a petition in bankruptcy or insolvency proceedings, or ceases carrying on business for any reason for a period of one hundred and eighty (180) days or more.
- 9.2.3 Termination for Breach. Either Party may terminate this Agreement at any time upon fifteen (15) business days' notice if the other Party is in breach of this Agreement and fails to cure such breach within this notice period.
- 9.2.4 Loss of license. The Licensor may terminate this Agreement immediately upon giving a written notice if the Licensee fails to maintain the necessary licenses, permits, approvals and authorizations as required by the applicable laws in connection with its business operations and for the proper performance of its obligations arising under this Agreement.
- 9.2.5 On order of authority. The Licensor may unilaterally and without prior notice terminate this Agreement in the event that it is advised, ordered and/or guided to do so by the Curacao Gaming Authority.
- 9.3 Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement for any reason (or no reason) upon thirty (30) days' prior written notice to the other Party.
- 9.4 Effect of Termination. Upon termination of this Agreement for whatever reason:
- 9.4.1 The Licensee shall as soon as practicable return to the Licensor all of the Licensed Software and all Intellectual Property Rights licensed, supplied or delivered by Licensor to the Licensee pursuant to this Agreement and all copies of the whole or any part thereof, and the Parties shall promptly return to or if requested by the other destroy, any Confidential Information belonging to the other and certify in writing to such Party that its Confidential Information has been destroyed and, if requested by the Licensor, the Licensee shall, in the case of any software supplied to it under this Agreement, destroy it by erasing it irrecoverably from the magnetic media on which it is stored and certify in writing to the Licensor that it has been destroyed;
- 9.4.2 The Licensor shall be entitled to cease providing any services to the Licensee, and to cease operating any hardware and software that is being operated for the Licensee by the Licensor under this Agreement, and delete all or any part of its Licensed Software from any place of installation thereof;
- 9.4.3 The Licensee shall cease to use Licensor's trade secrets and technical know-how.
- 9.5 Any termination of this Agreement (howsoever occasioned) shall not affect any accrued rights

Initials Licensor:

The image shows two blue ink signatures within rectangular boxes. The first box contains a stylized signature, and the second box contains the initials 'CUK'. Both boxes have a small 'DS' logo in the top left corner.

Initials Licensee:

The image shows a blue ink signature within a rectangular box. The signature is stylized and appears to be 'JH'. The box has a small 'DS' logo in the top left corner.

or liabilities of either Party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.

10. Obligations of Licensor

- 10.1 Licensed Software. The Licensor will provide to the Licensee the latest version of the Licensed Software as available for live release. Promptly following the execution of this Agreement, the Licensor shall integrate the Licensed Software and any of the selected Games onto the Licensee's platform.
- 10.2 The Licensor shall be responsible for any bug or fault in the performance of the Licensed Software in a manner defined in the applicable Service Level Agreement (SLA), which is included as Exhibit E to this Agreement.

11. Operation of the Licensed Software

- 11.1 Graphics Changes. Notwithstanding anything to the contrary in this Section, any changes to the graphics of the Games requested by the Licensee shall be made only in the absolute discretion of the Licensor and charged to the Licensee at the then prevailing market rates.
- 11.2 Warranty. The Licensor warrants that the random number generator used by the Licensed Software for the purpose of choosing game outcomes and shuffling cards is generated in an unbiased manner. Notwithstanding the foregoing, the Licensed Software, including, without limitation, its random number generator, may need to be certified by certain third party software testing companies, prior to being distributed legally in certain jurisdictions, and Licensor warrants that it will provide in a timely manner and at its own cost any and all required certifications.

12. Disruptions

- 12.1 Temporary Disruptions. The Licensee acknowledges that from time to time, as a result of hardware, equipment or telecommunication failures, including without limitation, supplier failures, or acts of God, the services provided under this Agreement may be temporarily disrupted. The Licensee acknowledges and agrees that neither Licensor, its agents, employee nor officers will be liable to the Licensee or any of Licensee's Customers for any special, indirect, consequential, punitive or exemplary damages, or damages for loss of profits or savings, in connection with these temporary disruptions.
- 12.2 Government Issues. The Licensor shall not be held liable for any damages of any kind which result from government legislation or policy.
- 12.3 Force Majeure. Except as otherwise specifically provided herein, neither party nor their agents shall be responsible for failure of performance of this Agreement due to causes beyond their control, including, without limitation, work stoppages, fires, civil unrest, riots, rebellions, acts of government, acts of God and similar occurrences.

13. Liability & Warranties

Initials Licensor:

DS
 DS


Initials Licensee:

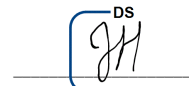
DS


- 13.1 Representation of Understanding and Limitation of Liability. All parties and signatories to this Agreement represent and warrant that they have carefully read all of the terms and conditions of this Agreement, have fully reviewed its provisions with their attorneys, know and understand its contents and sign the same as their own free acts and deeds.
- 13.2 Limitation of Liability. Neither Party nor their agents, nor any of their respective members, shareholders, directors, officers, employees, representatives or affiliates will be liable to the other Party or any third party for any special, indirect, consequential, punitive or exemplary damages, or damages for lost profits or savings, in connection with this Agreement, its performance or breach.
- If any of the Parties hereto should become liable to the other or any third party (a "Claimant"), the maximum aggregate liability of such party shall be limited to the lesser of the actual amount of loss or damage suffered by Claimant or the equivalent of six (6) months fees paid by the Licensee to the Licensor in the period preceding the facts which gave rise to the claim.
- 13.3 Activities of Licensee. The Licensee shall indemnify, defend and hold harmless, the Licensor and its agents and all Licensor Parties (the "Indemnified Parties") from and against all damages, losses, costs and expenses (including actual reasonable legal fees and costs), fines and liabilities incurred by or awarded against any of the Indemnified Parties in connection with Licensee's activities under this Agreement, including, without limitation, claims brought by a person using or relying on any advice given or publication produced and distributed by the Licensee.
- 13.4 Activities of Licensor. The Licensor shall indemnify, defend and hold harmless, the Licensee and its agents and all Licensee Parties (the "Indemnified Parties II") from and against all damages, losses, costs and expenses (including actual reasonable legal fees and costs), fines and liabilities incurred by or awarded against any of the Indemnified Parties II in connection with Licensor's activities under this Agreement, including, without limitation, claims brought by a person using or relying on any advice given or publication produced and distributed by the Licensor.
- 13.5 Limitation of warranties. Except where otherwise explicitly stated in this agreement, both Parties disclaim all express and implied warranties with regard to this agreement, including warranties of merchantability and fitness for a particular purpose.
- 13.6 Warranty on Licensed Software. The Licensor warrants that it is sole and exclusive owner of the Licensed Software and that it is the copyright holder of the source code and software system being licensed herein and the Licensor warrants and represents that the source code and software system is free of any lien or encumbrance and from any third party rights and of any malicious code (such as any virus, worm, Trojan horse or other device or program which may destroy, contaminate, disable, erase or in some other fashion disrupt the normal operation of the casino and/or the Licensee's computer system or any part thereof); and, the Licensor further warrants and represents that the Licensor is not in violation of any other licensing agreements with any other person, party, company or corporation by entering the Agreement herein with Licensee.

Initials Licensor:

The image shows two blue ink signatures. The first signature is inside a box labeled 'DS' and the second is inside a box labeled 'CU'.

Initials Licensee:

The image shows two blue ink signatures. The first signature is inside a box labeled 'DS' and the second is inside a box labeled 'JH'.

14. Financial Transactions

- 14.1 Termination clause. Upon termination of the Agreement herein, the Licensee shall settle all outstanding amounts due to the Licensor no later than in thirty (30) days after the day of termination of this Agreement.

15. Accounting

- 15.1 Records. The Licensor shall maintain records of all transactions and wagers placed in the Licensed Software. The Licensor shall provide the Licensee with real time access to said records online. The Licensor shall keep records available for one hundred and twenty (120) days.
- 15.2 Information Requests. No fees are payable for regular reporting system provided to the Licensee for the purpose of calculating Net Gaming Revenue.
- 15.3 Accounting Reports. The Licensor shall provide accurate and complete real time reports pertaining to all gaming/wagering transactions of the Licensed Software as defined by the Licensor via the online reporting system in the back-end. The back-end shall be the basis of all accounting issues with respect to calculating any and all revenues and royalty payouts.
- 15.4 Use of Accounting Information. The Licensor and its agents shall have the right to use the accounting information for statistical and reporting purposes provided that specific information about the Licensee is not disclosed.

16. Notices

- 16.1 All notices or other documents under this Agreement shall be in writing and delivered personally or mailed by certified mail, postage prepaid, addressed to the Party being notified at the address first above written or sent by email to the following address:

To the Licensor

For legal/compliance matters: legal@gameart.net

For financial matters: finance@gameart-cu.net

To the Licensee

For legal/compliance matters: legal@uno-dm.com

For financial matters: Fin@uno-dm.com

- 16.2 Any notice made or given in connection with this Agreement shall be deemed to have been given:
- if delivered personally, at the time of delivery;
 - if sent by registered mail, on the fifth (5th) business day after the date of posting;
 - if sent by email, at 9.00 AM according to recipient's time zone on the next business day after transmission, unless the recipient can provide credible information to explain

Initials Licensor:

DS
 DS


Initials Licensee:

DS


why delivery to the email address failed or was not possible within twenty-four (24) hours of sending.

- 16.3 This Section 16 constitutes an ongoing, continuous, perpetual condition of this Agreement and shall endure beyond the expiration or termination of this Agreement (howsoever caused).

17. The Regulation of this Agreement

- 17.1 Entire Agreement. This Agreement supersedes all prior agreements, arrangements and undertakings between the Parties and constitutes the entire agreement between the Parties relating to the subject matter hereof. No statements or representations made by either Party have been relied upon by the other in agreeing to enter into this Agreement. No addition to or modification of or waiver of, any provision of this Agreement, and no consensual cancellation of this Agreement, shall be binding upon the Parties unless made by a written instrument signed by a duly authorised representative of each of the Parties.
- 17.2 Counterparts. This Agreement may be executed in multiple copies, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. When all of the Parties and signatories have executed any copy hereof, such execution shall constitute the execution of this Agreement, whereupon it shall be effective. Execution and delivery of this Agreement by exchange of .PDF format scanned copies or by electronic signature bearing the signatures of the Parties will constitute a valid and binding execution and delivery of this Agreement by the Parties.
- 17.3 Non-waiver. The failure of any Party to insist upon the performance of any term or condition in this Agreement, or the failure of any Party to exercise any right or remedy under the terms of this Agreement on any one or more occasions shall not constitute a waiver of that or any other term, condition, right or remedy on that or any subsequent occasion, unless otherwise expressly provided for herein.
- 17.4 Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
- 17.5 Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of each of the Parties and their respective successors and assignees. Nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any person, partnership, or corporation, other than the parties, their successors and assignees, any benefits, or rights under or by reason of this Agreement.
- 17.6 The Parties hereto represent and warrant that they possess the full and complete authority to covenant and agree as provided in this Agreement and, if applicable, to release other parties and signatories as provided herein.
- 17.7 If any Party hereto is a corporation, the signatory for any such corporation represents and warrants that they possess the authority and have been authorized by the corporation to enter into this Agreement.

Initials Licensor:

DS
 DS


Initials Licensee:

DS


- 17.8 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable under applicable law, then such provision shall be excluded from this Agreement and the remainder of this Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms; provided, however, that in such event this Agreement shall be interpreted so as to give effect, to the greatest extent consistent with and permitted by applicable law, to the meaning and intention of the excluded provision as determined by such court of competent jurisdiction.
- 17.9 Exhibits Incorporated by Reference. All exhibits referred to herein are incorporated by reference and are so incorporated for all purposes.
- 17.10 Assignment of this Agreement. Neither Party may assign, transfer, create a charge over or otherwise dispose of any of its rights, transfer or otherwise dispose of any of its obligations under this Agreement without the prior written consent of the other Party.

18. Governing Law and Exclusive Jurisdiction

- 18.1 This Agreement shall be governed by and construed in accordance with Curacao law. The Parties hereto irrevocably agree that the courts of Curacao shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims). The Parties hereto irrevocably waive any claim that any proceedings in the Curacao courts under this Section 18 have been brought in an inappropriate forum and irrevocably agree not to raise any objection on forum non conveniens grounds to the commencement of such proceedings. Notwithstanding the foregoing, in the event a claim will be brought by a third party against the Licensee in connection with this Agreement, the Licensee may in its absolute discretion commence proceedings in the courts of any other country which may have jurisdiction. This clause constitutes an ongoing, continuous, perpetual condition of this Agreement and shall endure beyond the expiration or termination of this Agreement (howsoever caused).

19. Miscellaneous

- 19.1 No Employment Contract. Except as specifically provided herein, nothing contained in the Agreement shall be construed to constitute either Party as a partner, joint-venture, employee, or agent of the other, nor shall either Party have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor solely responsible for its own actions.
- 19.2 Attorneys' Fees. Should it be necessary to institute any action to enforce the terms of this Agreement, the Parties hereby agree that the prevailing Party in any such actions shall be entitled to recover its reasonable attorneys' fees, which shall include all reasonable costs of litigation, including, but not limited to court costs, filing fees, and expert witness fees.
- 19.3 Data Protection. Both Parties hereby undertake to comply with any applicable data protection and privacy requirements and any analogous legislation in any jurisdiction insofar as the same relates to the provisions and obligations of this Agreement. The provisions of this Agreement are subject to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27

Initials Licensor:

The image shows two blue ink signatures. The first signature is on the left, and the second signature is on the right. Both signatures are written in blue ink and are placed over a horizontal line.

Initials Licensee:

The image shows a blue ink signature. The signature is written in blue ink and is placed over a horizontal line.

April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation; hereinafter: GDPR) and applicable laws in one or both jurisdictions of the Parties hereto.

The Licensors shall undertake all necessary steps and legal action in accordance with GDPR and applicable laws in order to ensure legal controlling and/or processing of Licensee's Customers' activity, if so required by GDPR and/or applicable laws. The Parties shall conclude a Personal Data Sub-Processing Agreement, which is included in Exhibit F hereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

The Licensors: **GameArt CU B.V.**

DocuSigned by:



3508479679034CB...

DocuSigned by:



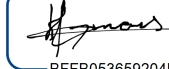
8780458C677848F...

By: **Christopher Van Rosberg and Andy Paul Senior on
behalf of Xecutive Corporate Management B.V.,
Statutory Director**

Date: 4/4/2023

The Licensee: **UNO DIGITAL MEDIA**

DocuSigned by:



BFFB053659204B9...

By: **Jonathan Marshall Ruwel Heymans on behalf of
Kurason Trust Curacao N.V, Managing Director**

Date: **22.03.23**

Initials Licensors:



Initials Licensee:



Exhibit A:

No Initial fee will be applicable for the setup.

Exhibit B:

Monthly Fee Schedule: For Games, payable to Licensor based in the currency of the system.

Standard Games: 9% of Net Gaming Revenue

Branded Games: +3% over and above the Monthly Fee set out for Standard Games

Branded Premium Games: +5% over and above the Monthly Fee set out for Standard Games

Exhibit C:

No minimum bandwidth and hosting fee shall be applied.

Initials Licensor:

 Two blue ink signatures in square boxes, each with a 'DS' label above it. The first signature is a stylized 'A' and the second is 'CUK'.

Initials Licensee:

 A blue ink signature in a square box, with a 'DS' label above it. The signature is 'JH'.

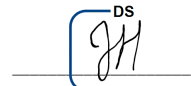
Exhibit D:**1. Jurisdictions where Licensee and Approved Operators must not allow participation in GameArt Games**

Country	Game
United States of America and its territories	Dragon King
American Samoa	Wild Dolphin
Australia	Venetia
Brunei	Lady Luck
Cambodia	Wolf Quest
China	Explosive Reels
Hong Kong	Gold Of Ra
India	Dancing Lions
Indonesia	Phoenix Princess
Japan	Fortune Panda
North Korea	Magic Unicorn
South Korea	Ancient Gong
Laos	Power Dragon
Macau	Jumpin Pot
Malaysia	African Sunset
Mongolia	
Burma	
New Zealand	
Papua New Guinea	
Philippines	
Singapore	
Sri Lanka	
Taiwan	
Thailand	
Timor	
Vietnam	

Initials Licensor:



Initials Licensee:



2. Jurisdictions where Licensee and Approved Operators must not allow participation in GameArt Games

Country	Game
Australia	All GameArt games
Cyprus	
Denmark	
France	
Hong Kong	
Israel	
New Zealand	
Portugal	
Sweden	
UK	
United States of America	

3. Jurisdictions where Licensee and Approved Operators can only offer GameArt Games for real money if such Licensee and/or Approved Operator holds a local remote gaming license

Country	Game
Bulgaria	All GameArt Games certified for the relevant regulated market
Colombia	
Croatia	
Estonia	
Georgia	
Italy	
Lithuania	
Netherlands	
Romania	
Spain	
Switzerland	

Initials Licensor:



Initials Licensee:



Exhibit E:**SERVICE LEVEL AGREEMENT (SLA)**

The Licensor shall provide such support and maintenance services as may be requested by the Licensee in accordance to the following service levels herein stipulated.

1. Introduction

This SLA provides an outline of key elements and expected service levels in relation to the Licensor's provision of the services to the Licensee.

2. Definitions

All references to times of day in this SLA are in GMT (Greenwich Mean Time) and use the 24hour clock.

The following terms and abbreviations shall have the meanings as defined below. Any other terms shall have the meaning as defined in the agreement:

"Available": The system is accessible in the form that it is intended to be used by Licensee.

"Availability": Where the services are available or are only not available by prior agreement or notification. (such as a scheduled maintenance).

"Customer Services": The Licensor's customer services/technical support/other contact team.

"Reported Fault": A fault/problem (or linked set of faults/problems) in connection with the Licensor's provision of services to the Licensee which has been reported to the Licensor by the Licensee in accordance with the relevant paragraph of this SLA.

"Routine Maintenance": Maintenance, replacement or upgrading of the System on an agreed scheduled basis.

"Services": The provision of the system in accordance with the Agreement.

"Service Level Exclusions": Where accessibility is not possible due to loss of Internet connection by the Licensee. Any routine maintenance which the Licensor has notified the Licensee of at least one (1) day in advance. This will not exceed eight (8) hours in any consecutive 30-day period.

"Technical Support": The Licensor's technical support department which will handle and resolve reported faults.

"Working Hours": The Licensee expects support to be 24 hours / day

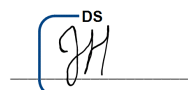
3. Monitoring the Services

The Licensor shall take all steps necessary to ensure that all services provided to the Licensee are monitored. If the Licensor becomes aware of any technical issues that are likely to cause the Licensee loss of service and/or damage, then the Licensor shall alert the Licensee as soon as possible, and aim to resolve such problems in accordance with the agreed SLA.

Initials Licensor:

The image shows two blue ink signatures. The first signature is a stylized 'DS' inside a square box. The second signature is 'CUR' inside a square box.

Initials Licensee:

The image shows two blue ink signatures. The first signature is a stylized 'DS' inside a square box. The second signature is 'JH' inside a square box.

The service details stated in this SLA relate to the data network provided by the Licensor only. Faults concerning data transmission in the Licensee's area of responsibility are not regarded as faults under this SLA.

4. Service Level Performance and Compensation Mechanism

The Licensor shall ensure that all of their technical support staff are fully qualified and experienced in all the software included in the scope of the agreement. The agreed service level should adhere to an uptime of 99.5% in a 30 days calendar month, and should be calculated on a pro-rata basis in February and 31 days months.

5. Fault Reporting

The Licensee acknowledges that it must report to customer services all faults/problems it becomes aware of in connection with the services in accordance with this paragraph. As part of each such report the Licensee will:

- clearly identify the caller/originator of the request for assistance as the Licensee at the start of any communication; to provide a comprehensive description of the fault/problem in question and the environment in which the fault/problem is occurring; to wherever possible provide assistance to the Licensor in recreating the reported fault/problem; and
- wherever possible, provide full details of any system changes or other matter(s) of which it is aware that may have affected the Licensor's provision of the services.

Customer services will immediately escalate each reported fault to a member of technical support for attention.

The Licensee will be able to request an update at any time on the Licensor's progress in dealing with any reported fault by contacting customer services (within reason).

Customer services will retain responsibility for contact with the Licensee during the resolution process for each reported fault and will keep the Licensee regularly informed of the progress in such resolution process as set out below in the Section headed "Categories for Reported Faults and the Resolution Procedure for Reported Faults".

The Licensee acknowledges that, if it independently implements any system change which directly or indirectly results in technical support being expected to resolve a reported fault and of which it has not given at least five (5) business days' prior written notification to the Licensor, this may impact on technical support's ability to resolve the reported fault.

The Licensee shall maintain a record of all reported faults that will include details of:

1. *Date and time of the first reported fault;*
2. *Name of the Licensee's representative reporting the fault;*
3. *Description of the reported fault;*
4. *Item of software affected;*
5. *Date and time of final rectification.*

6. Categories for reported faults and the resolution procedure for reported faults

Technical support shall immediately deal with reported faults upon receipt by them of customer services. Technical Support will categorize reported faults as follows:

Initials Licensor:

DS
 DS


Initials Licensee:

DS
 DS

7. Classification of Reported Faults

Priority 1

The reported fault relates to the loss of the Services as a whole to the Licensee or the loss of a significant part of the services to the Licensee or the loss of any service in a way which will have an immediate and significant effect on the Licensee's business. These are to be treated as an emergency situation.

Priority 2

- Game causing problems on Licensee side (losing money)
 - A VIP player is having problems on Licensor's games
 - One of the Licensor's games is not available for all of the players
 - A new issue, blocking the gameplay was reported in Licensor's game/games and blocks gameplay for several players
 - A player won high stake and we should validate if the win is valid

Priority 3

- Operational problems
 - A player X did not receive his Bonus Spin.
 - A player Y is blocked, and can't play game A.
 - A player Z can't open a game.
 - To whitelist a new endpoint for a new client.

The Licensor shall use best endeavors at all times to respond to and resolve faults as quickly as possible and in any event within the maximum time limits set out as below:

Priority 1

- Contact: Via account manager or other dedicated resource.
- Resolution time: 2 hours
- Updates: Every hour

Priority 2

- Contact: Via customer service or equivalent service.
- Resolution time: 24 hours
- Update: Every 4 hours

Priority 3

- Contact: Via customer service or equivalent service.
- Resolution time: 48 hours
- Update: Daily

8. Escalation

Reported faults shall be escalated to the account manager or other dedicated resource in the event that the SLA is breached, or the service provided is unsatisfactory.

Initials Licensor:

DS
 DS


Initials Licensee:

DS
 DS

9. Version Management, Configuration & Implementation

The Licensor shall ensure that the Services are kept up to date and function in accordance with best practice in the industry.

The Licensor will remedy any defects with the Services identified during any acceptance testing within the timescales set out in a project plan or as otherwise agreed with the Licensee.

The Licensor shall maintain a record of all the incidents reported by the Licensee.

The Licensor shall provide, manage, support and maintain documentation of the configurations recommended by themselves for the integration of the Services with the Licensee's systems and services. This documentation shall always be made available for review by the Licensee upon request.

As part of Licensor's obligation to maintain and keep the services up to date, it will provide the Licensee with full details of any new versions or updates of Licensor's services that become available. The Licensor shall provide the Licensee with any new versions or updates when requested to do so by the Licensee all new versions and/or updates of the services will have been fully tested and will be subject to the acceptance test procedures agreed between both parties. If the acceptance tests are unsuccessful, the Licensor will provide a further release of the new version or update which shall be subject to the same acceptance test procedures.

10. Improvement Plan

If the Licensor fails to achieve the levels of service agreed above in any two-month period, then the Licensor shall implement an improvement plan in order to ensure that the performance of the services is brought in line with agreed service levels.

The improvement plan will aim to identify the cause of the continued problems with an aim to resolve the ongoing or repeat issues permanently. A report on the results of the investigation and the plan for improvement will be forwarded to the Licensee for approval prior to being implemented.

11. Service Credits

0-215 minutes: 0% credit on previous month commission

216 minutes – 800 minutes (98%): 2% credit on previous month

801 minutes – 1200 minutes (97%): 4% credit on previous month

1201 minutes – 1500 minutes (96.5%): 6% credit on previous month

12. Contact Details

Licensor Contact Methods

Account Manager: Contact information of the designated account manager shall be notified to the Licensee subsequently.

Customer service: support@gameart.zendesk.com

Emergency Contact: emergency@gameart.net

Initials Licensor:

DS
 DS


Initials Licensee:

DS

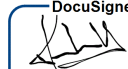

Licensee contact methods

Incident Manager: Vasyi Bondarev /Email: tech@uno-dm.com/Skype: live:.cid.ddb9a65a4369c3ad

Business Owner: Vasyi Bondarev /Email: tech@uno-dm.com/Skype: live:.cid.ddb9a65a4369c3ad

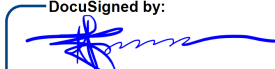
The Licensor: **GameArt CU B.V.**

DocuSigned by:



3508179679034CB...

DocuSigned by:



8780458C677848F...

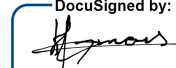
By: **Christopher Van Rosberg and Andy Paul Senior on
behalf of Xecutive Corporate Management B.V.,**

Statutory Director

Date: 4/4/2023

The Licensee: **UNO DIGITAL MEDIA**

DocuSigned by:



BFFB053659204B9...

By: **Jonathan Marshall Ruwel Heymans on behalf of
Kurason Trust Curacao N.V, Managing Director**

Date: **22.03.23**

Initials Licensor:



Initials Licensee:

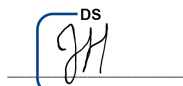


Exhibit F:**PERSONAL DATA SUB-PROCESSING AGREEMENT (DSPA)**

This Personal Data Sub-Processing Agreement (“**DSPA**”) is entered into by and between:

- (1) **GameArt CU B.V.**, with offices at Fransche Bloemweg 4, Willemstad, Curaçao and company registration number **161733**, hereinafter referred to as the “**Licensor**” or “**Sub-Processor**”; and,
- (2) **Uno Digital Media B.V.** with offices at Johan Van Walbeeckplein 24, Willemstad, Curacao, with company registration number 157147, hereinafter referred to as the “**Licensee**” or “**Processor**”.

Hereinafter also referred to individually as “**Party**” or collectively as “**Parties**”.

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

WHEREAS the Parties have agreed that it may be necessary for the Sub-Processor to Process certain Personal Data on behalf of Processor in respect of such Personal Data;

WHEREAS the Parties have agreed to enter into this DSPA for the purpose of agreeing on the respective compliance obligations imposed upon Processor pursuant to the Data Protection Laws. The Sub-Processor is appointed by Processor to Process such Personal Data on behalf of Processor as is necessary to provide the Services in accordance with the terms of this Agreement and the Main Agreement;

WHEREAS the Parties acknowledge that this DSPA applies only if and to the extent that the Sub-Processor is deemed to undisputedly process Personal Data as a sub-processor;

WHEREAS the Parties acknowledge that the Data Controller, within the context of this DSPA, shall always be the Approved Operator as defined in the Main Agreement;

WHEREAS this DSPA constitutes an appendix to the Software License and Services Agreement entered into between the Licensor and the Licensee (hereinafter referred to as the “**Main Agreement**”) for the provision of Licensor’s Games to the Licensee.

NOW THEREFORE THE PARTIES HEREBY AGREE AS FOLLOWS

1. Additional definitions and interpretations

For purposes of this DSPA, the definitions in the Main Agreement shall be complemented with the following definitions:

“**Personal Data**” means any Personal Data processed by the Licensor or its Subprocessors on behalf of the Processor 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 GDPR;

“**Data Protection Laws**” means the GDPR and the data protection or privacy laws of any other relevant country;

Initials Licensor:

 DS
CUK

Initials Licensee:

 DS
JH

“GDPR” means the adapted text of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation);

“Sub-Processor Group Company” shall mean Sub-Processor or any company or corporation in respect of which Sub-Processor or its ultimate holding company owns (directly or indirectly) any percentage or 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 13 below;

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

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

“Standard Contractual Clauses” means the contractual clauses in accordance with the Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council, or any other standard contractual clauses issued by the EU Commission which replace such clauses from time to time;

“Subprocessor” means any person (including any third party but excluding an employee of the Licensor) appointed by or on behalf of the Licensor to Process Personal Data on behalf of the Processor in connection with the Main Agreement.

2. Processing of Personal Data

- 2.1 The Licensor shall comply with its obligations under all applicable Data Protection Laws in the Processing of Personal Data.
- 2.2 The Licensor agrees and warrants to Process the Personal Data only on behalf of the Processor and in compliance with its documented instructions and the Main Agreement and this DSPA.
- 2.3 The details of the scope, purpose and duration of the Personal Data and Processing (including the type of Personal Data and categories of Data Subjects) covered by this DSPA are set out in Annex 1.
- 2.4 Any information and data provided by the Processor to the Licensor and used by Licensor directly or indirectly in the performance of the Main Agreement and/or this DSPA shall remain at all times the property of the Processor.

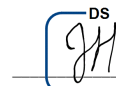
3. Licensor and its personnel

- 3.1 The Licensor shall ensure that access to the Personal Data is restricted to its authorized employees of and/or any Subprocessors who need to know/access the relevant Personal Data,

Initials Licensor:

DS
 DS


Initials Licensee:

DS
 DS

as strictly necessary for the purposes of the Main Agreement, and to comply with Data Protection Laws.

- 3.2 The Licensor shall ensure that the personnel who access the Personal Data have signed agreements requiring them to keep all Personal Data confidential and that the personnel processing or having access to the Personal Data receive adequate training on compliance with the data protection provisions under this DSPA and Data Protection Law applicable to the Processing.

4. Security

- 4.1 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 Customers, the Licensor shall in relation to the Personal Data implement and maintain, at its cost and expense, appropriate technical and organisational measures in relation to its processing of 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 GDPR.

5. Subprocessing

- 5.1 The Processor authorizes the Licensor to appoint further Subprocessors in accordance with this Section 5 and any restrictions set in the Main Agreement and hereby warrants that it has the authorisation of all Data Controllers to allow the same.
- 5.2 The Licensor shall be allowed to continue to use those Subprocessors (of which the Processor has been made aware) already engaged by the Licensor as at the DSPA Effective Date, subject to the Licensor in each case meeting as soon as practicable the obligations set out in clause 5.4 below.
- 5.3 The Licensor shall give the Processor a prior written notice of appointment of any new Subprocessor, including full details of the Processing to be undertaken by the Subprocessor. If, within five (5) business days of receipt of such notice, the Processor notifies the Licensor in writing of any objections (on reasonable grounds) to the proposed appointment, the Licensor shall not appoint the proposed Subprocessor unless reasonable steps have been taken to address the objections raised by the Processor and are approved by the Processor (approval not being unreasonably withheld).
- 5.4 With respect to each Subprocessor, the Licensor shall:
- a) Before the Subprocessor first processes Personal Data, carry out adequate due diligence to ensure that the Subprocessor is capable of providing the level of protection for the Personal Data required by this DSPA and Data Protection Laws;
 - b) Ensure that the arrangement between the Licensor and the Subprocessor is governed by a written agreement including terms which offer no less onerous level of protection for the Personal Data as one set out in this DSPA; and
 - c) If that arrangement involves a Restricted Transfer, ensure that the Standard Contractual

Initials Licensor:

DS
 DS


Initials Licensee:

DS


Clauses are at all relevant times incorporated into the agreement between the Licensor and the Subprocessor.

- 5.5 The Licensor shall ensure that each Subprocessor performs the obligations under Clauses/Sections 2.1, 3, 4, 6.1, 8 and 11.1, as they apply to the Processing of Personal Data carried out by that Subprocessor, as if it were a party to this DSPA in place of the Licensor.

6. Data Subject's rights

- 6.1 The Licensor shall provide the Processor with reasonable co-operation and assistance in complying with any Request received by the Processor relating to Personal Data and in particular shall:
- a) Notify the Processor within five (5) business days if it receives a Request from a Data Subject of any Personal Data;
 - b) Where the Processor is not able to access such requested Personal Data itself without the Licensor's support, on request from the Processor, supply the Processor with the Personal Data which is sought under the request within five (5) business days of the Data Subject making the Request;
 - c) Not disclose or release any Personal Data in response to a Data Subject access Request sent to the Licensor by any Data Subject or third party, without first consulting with and obtaining the prior written consent of the Processor;
 - d) To the extent that the Processor is unable to correct, amend, or delete Personal Data in response to a Request from a Data Subject in accordance with Data Protection Laws without Licensor's assistance, the Licensor shall comply with any reasonable Request by the Processor to facilitate such actions.

7. Personal Data Breach

- 7.1 The Licensor shall notify the Processor 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 Personal Data ("Personal Data Breach"), providing the Processor with sufficient information to allow the Processor to meet any obligations to report to competent authorities or inform Data Subjects.
- 7.2 The Licensor shall cooperate with the Processor and take such reasonable steps as are directed by the Processor to assist in the investigation, mitigation and remediation of each Personal Data Breach.

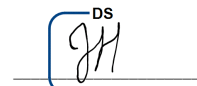
8. Data protection impact assessment and prior consultation

- 8.1 The Licensor shall provide reasonable assistance to the Processor with any data protection impact assessments, and prior consultations with Supervisory Authorities or other competent data privacy authorities.

Initials Licensor:

DS
 DS


Initials Licensee:

DS


9. Supervisory Authority measures or investigations

- 9.1 The 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 DSPA, 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.

10. Deletion of Personal Data

- 10.1 The Licensor shall promptly and in any event within ten (10) business days of the date of cessation of any Services involving the Processing of Personal Data ("**Cessation Date**"), delete and procure the deletion of all copies of the Personal Data. Deletion means permanently removing of all copies of the Personal Data from Licensor's and/or Licensor's Subprocessors' systems.
- 10.2 Notwithstanding what is stated above in clause 10.1. the Licensor shall be entitled to retain 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 the Licensor shall ensure the security and confidentiality of all such Personal Data.
- 10.3 The Licensor shall provide written certification to the Processor that it has fully complied with the clause 10.1 within fifteen (15) business days of the Cessation Date.

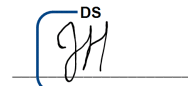
11. Audit Rights

- 11.1 The Licensor shall make available to the Processor on request in a timely manner such information as is reasonably required by the Processor to demonstrate the Licensor's compliance with its obligations under Data Protection Laws and this DSPA.
- 11.2 The Licensor shall permit and contribute to audits conducted by the Processor or another auditor mandated by the Processor for the purpose of demonstrating Licensor's compliance with its obligations under Data Protection Laws and this DSPA. This shall be subject to the Processor giving the Licensor reasonable prior notice of such audit and/or inspection and ensuring that any auditor 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. The Licensor or a Subprocessor need not give access to its premises for the purposes of such an audit or inspection:
- a) to any individual unless he or she produces reasonable evidence of identity and authority;
 - b) outside normal business hours at those premises, unless the audit or inspection needs to be conducted on an emergency basis and the Processor has given notice to the Licensor that this is the case before attendance outside those hours begins; or
 - c) for the purposes of more than one audit or inspection, in respect of the Licensor and each Subprocessor, in any calendar year, except for any additional audits or inspections which:
 - i. Processor undertaking an audit reasonably considers necessary because of genuine concerns as to the Licensor's compliance with this DSPA; or
 - ii. Processor is required or requested to carry out by Data Protection Laws, a Supervisory

Initials Licensor:

The image shows two blue ink signatures. The first signature is inside a box labeled 'DS' and the second is inside a box labeled 'CUK'.

Initials Licensee:

The image shows a blue ink signature inside a box labeled 'DS'.

Authority or any similar regulatory authority responsible for the enforcement of Data Protection Laws in any country or territory, where the Processor has identified its concerns or the relevant requirement or request in its notice to the Licensor of the audit or inspection.

12. Indemnity

- 12.1 The Licensor shall indemnify the Processor for any breach of this DSPA and Data Protection Laws in relation to the Processing of Personal Data, which renders the Processor liable for any costs, fines, claims or expenses howsoever arising. The liability of the Licensor under this Section 12 shall, taking into consideration the restricted extent of the Personal Data to processed, be capped to 15.000,00 EUR. It is stated for clarity that no liability cap shall be applicable to any damage resulting from gross negligence or wilful misconduct

13. Restricted transfers

- 13.1 The Licensor shall not transfer any Personal Data outside the EEA without the prior approval of the Processor.
- 13.2 The Processor and the Licensor shall undertake to enter into the Standard Contractual Clauses in respect of any Restricted Transfer.
- 13.3 The Licensor warrants and represents that, before the commencement of any Restricted Transfer to a Subprocessor, the Licensor and the Subprocessor have entered into and executed the respective Standard Contractual Clauses.

14. Term

- 14.1 This DSPA shall commence on the date on which it has been signed by both Parties (“**DSPA Effective Date**”) and shall continue in full force and effect until the termination or expiration of the Main Agreement. Following the DSPA Effective Date, the provisions of this DSPA shall apply to any Processing of Personal Data received prior to execution of the DSPA during any transitional or migration phase.

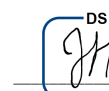
15. Order of precedence

- 15.1 Nothing in this DSPA reduces Licensor's obligations under the Main Agreement in relation to the protection of Personal Data or permits the Licensor to Process (or permit the Processing of) Personal Data in a manner which is prohibited by the Main Agreement.
- 15.2 Subject to clause 15.1, with regard to the subject matter of this DSPA, in the event of inconsistencies between the provisions of this DSPA and any other agreements between the Parties, including the Main Agreement, the provisions of this DSPA shall prevail subject to clause 15.3 below.
- 15.3 Where the Parties have entered into the Standard Contractual Clauses under Section 13, in the event of any inconsistencies between the Standard Contractual Clauses and any other agreements between the Parties, including this DSPA and the Main Agreement, the Standard

Initials Licensor:

DS
 DS


Initials Licensee:

DS


Contractual Clauses shall prevail. This DSPA is entered into and becomes a binding part of the Main Agreement with effect from the DSPA Effective Date.

16. Changes to Data Protection Laws

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

17. Respective data protection compliance

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

18. Governing law and dispute resolution

18.1 The Parties to this DSPA 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 DSPA.

IN WITNESS WHEREOF, the parties have executed this DSPA as of the DSPA Effective Date.

The Sub-Processor: **GameArt CU B.V.**

DocuSigned by:



3508179679034CB...

DocuSigned by:



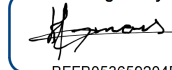
8780458C677848F...

By: **Christopher Van Rosberg and Andy Paul Senior on behalf of Xecutive Corporate Management B.V., Statutory Director**

Date: 4/4/2023

The Processor: **UNO DIGITAL MEDIA B.V**

DocuSigned by:



BFFB053659204B9...

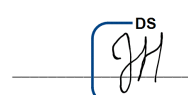
By: **Jonathan Marshall Ruwel Heymans on behalf of Kurason Trust Curacao N.V, Managing Director**

Date: **22.03.23**

Initials Licensor:



Initials Licensee:



ANNEX 1 – Details of Processing of Personal Data

This Annex 1 includes certain details of the Processing of Personal Data as required by Article 28(3) of the GDPR.

Subject matter and duration of the Processing of Personal Data:

The subject matter of the Processing of the Personal Data is set out in the Main Agreement and this DSPA.

Processing of Personal Data shall take place from the commencement of the Main Agreement, up until the earlier of (i) the Licensee requesting the Licensor to delete the Personal Data and the Licensor deleting the Personal Data accordingly; or (ii) terminating of this DSPA or the Main Agreement, for whatever reason.

The nature and purpose of the Processing of Personal Data:

Provision of licensed software (games) to online gambling operators/distributors, reporting of revenue, checking the jurisdiction of Customers to ensure that they are not located in any Restricted Territory as defined in the Main Agreement.

Categories of Data Subject to whom the Personal Data Relates:

Licensee and Customers as defined in the Main Agreement, who access the games provided by the Licensor through Licensee's websites.

Types of Personal Data to be Processed:

With respect to the Licensee: representative's first name, last name and email address.

With respect to the Customers: Internet Protocol Addresses (IP), geolocation information (jurisdiction), Customer ID (player's unique ID, usually numerical), username, currency, language, session identifiers, balance (real money).

Contact information for Data Protection enquiries:

For the Sub-Processor: Peter Kumše (PeterKumse@gameart.net)

For the Processor: legal@uno-dm.com

Initials Licensor:

DS
 DS


Initials Licensee:

DS
