

SOFTWARE LICENSE AGREEMENT

between:

BTB Betlab Holdings Ltd
("Company")

and

Bluestream N.V.
("Operator")

and

Neopetro Ltd
("Payment Agent")

Dated: June 1, 2024

SOFTWARE LICENSE AGREEMENT

This Agreement is executed and entered into as of June 1, 2024 ("**Effective Date**").

PARTIES:

BTB Betlab Holdings Ltd, a company duly incorporated and registered according to the Laws of Cyprus, having a registered company number HE 351771 and a registered office at Iakovou Tompazi, 1 VASHIOTIS BUSINESS CENTER, 1st floor, Flat/Office 101 Neapoli, 3107, Limassol, Cyprus ("**Company**"),

and

Bluestream N.V., a company duly incorporated and registered according to the Laws of Curacao, having a registered company number 164234 and a registered office at Schout Bij Nacht Doormanweg 40, Curaçao ("**Operator**"),

and

Neopettro Ltd, a company duly incorporated and registered according to the Laws of the Republic of Cyprus, having a registered company number HE 453778 and a registered office at 1 Aioulou, Apt. 103, Limassol, 3020, Cyprus ("**Payment Agent**"),

jointly referred to as the "Parties" and separately as the "Party".

BACKGROUND:

WHEREAS:

1. The Company is a software provider that is able to provide and maintain the iGaming Platform; and
2. The Operator is a gaming operator that provides (or is going to provide) Gaming Services to its Clients through the Website within the Territory; and
3. The Operator wishes to obtain the right and ability to use the iGaming Platform to facilitate its provision of Gaming Services to its Clients through the Website, and the Company is ready to provide access to the iGaming Platform to the Operator and to grant respective end-user license subject to the terms and conditions hereof.

NOW THEREFORE:

In consideration for the mutual promises described herein, the Parties agreed to form a contract upon the terms and conditions provided for below.

AGREED TERMS AND CONDITIONS:

1. DEFINITIONS AND INTERPRETATION:

- 1.1. Definitions.** Unless the context otherwise requires or unless otherwise is expressly stated herein, in this Agreement capitalized words and phrases shall have the meaning as defined below:

"Affiliate"	shall mean any person controlling, being controlled by, or being under the common control (either directly or indirectly) with, another person, as well as their UBOs, shareholders, directors, officers, employees and authorized representatives;
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"Agreement"	shall mean this Software License Agreement together with all Annexes and supplementary agreements, as amended for the time being;
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“Applicable Termination Date”	Law	shall have the meaning given in the clause 7.5;
“Applicable Laws”		shall mean all applicable laws, statutes, regulations, government policies, enactments or instruments which may from time to time be in force and apply to respective arrangement, person or activity;
“Business Day”		shall mean any day which is not a Saturday, Sunday or a public or bank holiday in either Party’s jurisdiction (while a “day” shall mean any calendar day); and
“Brief Acceptance Date”		shall have the meaning given in the clause 3.1;
“Client”		shall mean a natural person duly identified and validated by the Operator (as required under the Applicable Laws) to whom Gaming Services may be legally and lawfully offered and provided (due to their age, location, legal capacity etc.) according to the Applicable Laws (including according to applicable regulatory and licensing requirements);
“Commencement Date”		shall mean the Launch Date or the Target Launch Date, whichever is sooner;
“Company”		shall mean the person indicated as the “Company” at the PARTIES section at the beginning of this Agreement;
“Company’s Group”		shall mean Company, its Affiliates and Company’s and/or its Affiliates’ partners, licensees and franchisees;
“Company’s Parties”		shall have the meaning given in the clause 9.1.1;
“Confidential Information”		shall mean all information in any form whatsoever disclosed (whether directly or indirectly) by or on behalf of a Company to the Operator and/or its Affiliate pursuant to or in connection with this Agreement, including (without limitation): (a) the contents of and negotiations in relation to this Agreement; (b) the identity and business, financial and/or technical affairs of Company’s business contacts, including customers, agents, distributors and licensees; (c) any information that Operator obtains or receives as a result of discussions leading up to the signature of this Agreement or subsequent performance of this Agreement; (d) any information obtained or observed as result of any site visit; and (e) all financial information of the Company;
“Customization Brief”		shall mean Operator’s request for iGaming Platform client front-end customization and branding in order to make it look and feel to Operator’s Clients, when they use Gaming Services, as Operator’s service. Customization Brief must contain expected interface layouts and Operator’s brand book;
“Delivery Date”		shall mean the date of email notification of Successful Delivery from the Company to the Operator or from the Operator to the Company, whichever date is sooner;
“Domain Name”		shall have the meaning given within the definition of the “Website” in this clause 1.1;

“Effective Date”	shall mean the date indicated as the “Effective Date” at the beginning of this Agreement;
“Environment”	shall mean operational environment that includes hardware and software used by the Operator for the provision of Gaming Services;
“Extended Term”	shall have the meaning given in the clause 7.2;
“Fee”	shall have the meaning given in the clause 6.1;
“Force Majeure Event”	shall mean any cause preventing a Party from performing any or all of its obligations under this Agreement which arises from or is attributable to acts, events, omissions, incidents or accidents beyond the reasonable control of that Party (including, but not limited to, system failure, pandemic and acts of governmental or regulatory authority beyond the reasonable control of that Party), except that: (a) a default or misconduct by any third party employed or engaged as an agent or independent contractor by the Party claiming a Force Majeure Event shall not constitute a Force Majeure Event unless caused by events or circumstances which are themselves beyond the reasonable control of that third party; (b) mere shortage of materials, equipment or supplies shall not constitute a Force Majeure Event unless caused by events or circumstances which are themselves beyond the reasonable control of that Party; and (c) a lack of funds, shall not constitute a Force Majeure Event;
“Gaming Content”	shall have the meaning given in the clause 3.5;
“Gaming Services”	shall mean online gaming services that may include online sportsbook and bookmaking services, online slots and casino services (including live casino), as well as other game-of-chance services, provided that all the said is provided in strict compliance with all Applicable Laws;
“GGR”	shall mean revenue generated by the Operator to be calculated as total bets placed by its Clients and accepted by the Operator (including test accounts) /less total wins accrued to such Clients (if GGR generated by the Operator in any period constitute a negative amount, for the purpose of this Agreement, such Operator’s GGR in such a period shall be considered as zero (0); no negative carryover is allowed hereunder);
“iGaming Platform”	shall mean Company’s software platform for maintaining gaming operational processes and interaction with Clients, described in the Annex 1;
“Indemnified Party”	shall have the meaning given in the clause 9.1.3;
“Indemnifying Party”	shall have the meaning given in the clause 9.1.3;
“Initial Term”	shall have the meaning given in the clause 7.1;
“Intellectual Property Rights”	shall mean any and all copyrights, designs, trademarks, trade names, insignia, service marks, patents, publicity rights, domain names and all other legal and beneficial intellectual and industrial property rights (whether registered or not), no matter what such rights may be known as in any particular country;

“KYC Documents”	shall mean duly certified, apostilled and legalized (as applicable) and translated into English (when in any other language): (1) Certificate of Incorporation (or equivalent); and (2) Memorandum and Articles of Association (or equivalent); and (3) Certificate of Good Standing (or equivalent); and (4) Certificate of Shareholders (or equivalent); and (5) Certificate of Directors (or equivalent); and (6) Gaming license (B2B, B2C and/or other, as applicable); and (7) Any other corporate or registration document that may be reasonably requested by the Company.
“Launch Date”	shall mean either the date when the Operator publicly offers Gaming Services to Clients using the iGaming Platform or the Delivery Date, whichever is sooner;
“License”	shall have the meaning given in the clause 3.3;
“Operator”	shall mean the person indicated as the “Operator” at the PARTIES section at the beginning of this Agreement;
“Operator Personal Data”	shall mean any personal data provided to the Company by or at the direction of the Operator in connection with this Agreement.
“Parties”	shall mean the Company and the Operator;
“Party”	shall mean the Company OR the Operator, as the context may require;
“Prohibited Territories”	shall mean (1) Russian Federation, Republic of Belarus, North Korea, Syria, Iran, temporarily occupied territories of Ukraine, and (2) any and all territories where (according to the Applicable Laws) the offering of the Gaming Platform to and/or Gaming Services by the Operator would be considered illegal, and (3) any and all other countries or territories that may be from time to time unilaterally determined by the Company at its sole discretion (upon written notice to the Operator) as Prohibited Territory;
“SaaS Basis”	shall mean Software-as-a-Service delivery model that provides for the provision to end user an access to the software product functionality (usually through back-office interface) without providing an access to the back-end and source code of such a software product;
“Successful Delivery”	shall mean delivery of the iGaming Platform to the Operator that meets the following criteria: a) register and login functions are available on iGaming Platform. b) deposit and withdrawal functions are working with at least one payment method available on iGaming Platform. c) at least 100 casino games are available on iGaming Platform. d) sport events are available, and it is possible to place a bet on a Website. e) bonus functionality works and Clients can claim a bonus.

“Target Delivery Date”	shall mean the date thirty (30) days after the Brief Acceptance Date (subject to the provisions of the clause 3.1);
“Target Launch Date”	shall mean thirty (30) days after the Delivery Date (subject to the provisions of the clause 3.2.2);
“Term”	shall mean the Initial Term and, if any, each Extended Term;
“Territory”	Worldwide and always except Prohibited Territories;
“Websites”	shall mean a website and its webpages owned and operated by the Operator, accessible via its domain name (“ Domain Name ”), through which the Operator provides Gaming Services.

Any other terms used herein shall have their general meaning unless otherwise defined herein or the context requires another meaning thereof.

1.2. Interpretation. In this Agreement, unless the context otherwise requires:

- (1) Headings are used solely for the ease of reference, and shall not constitute the part of the Agreement and shall not affect the interpretation hereof; and
- (2) A reference to singular shall also mean a reference to plural and vice versa; and
- (3) A reference to any gender shall also mean a reference to all other genders; and
- (4) Words “**including**”, “**inter alia**”, “**for example**” and similar words and phrases shall be deemed to be followed by the phrase “**without limitation**” and shall never be deemed to refer to the further information as to the exhaustive list of examples; and
- (5) Words “**writing**”, “**written**” and similar words and phrases shall be deemed to also refer to electronic written form, including, emails; and
- (6) A reference to a legal act, statute, regulation etc. or to their provisions shall be deemed a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it; and
- (7) A reference to laws in general is to all local, national and directly applicable supra-national laws in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under them and all orders, notices, codes of practice and guidance made under them; and
- (8) A reference to a “**person**” includes a reference to a natural person, a corporation/legal entity, a partnership, an unincorporated association, a trust, or an estate, or any other public or private entity, including a state or local government; and
- (9) A reference to a “**third party**” shall mean a reference to any person who is not a Party or their Affiliates; and
- (10) References to “**clauses**”, “**sections**” and “**Annexes**” herein shall be deemed references to clauses, sections and annexes in and to this Agreement; and
- (11) No specific provision shall affect or cancel the effect of a general provision, however, in case of such provisions conflict the specific provision shall prevail, but only within the conflicting part; and
- (12) When a provision of the Agreement prohibits any Party to perform any action (obliges it to refrain from such action) such provision shall be deemed to impose on such a Party a prohibition to allow and/or authorize its Affiliates or third parties to do so, and an obligation to use best commercially practicable efforts (to the extent that is under reasonable control of a respective Party) to prevent such prohibited actions to be done by any person; and

- (13) No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law and in equity.

With regards to any other matters, this Agreement its content shall be interpreted according to the general rules of interpretation, unless otherwise provided for herein or the context requires another interpretation approach.

- 1.3. **Governing Law.** The formation, construction, performance and enforcement of this Agreement shall be governed by and interpreted in accordance with the Laws of England and Wales.

2. **SUBJECT MATTER:**

The Company, subject to Operator's continuous compliance with the terms and conditions of this Agreement and timely payment of all Fees, hereby agrees to deliver to the Operator an access to the iGaming Platform and to grant a License of a scope stipulated under and described in the Agreement, and the Operator, in consideration for such access provision and License, agrees to perform its obligations hereunder, and to pay to the Company the Fees according to the terms and conditions of the Agreement.

3. **SET-UP:**

- 3.1. **Customization.** Within fourteen (14) days following the Effective Date, the Operator shall provide to the Company the Customization Brief. The Customization Brief will be considered and accepted by the Company solely if it requires standard and average scope of customization and branding. If, at Company's sole discretion, the requested customization and branding exceeds the said scope, the Company will offer the Operator either respective shrink of the scope, or accepting the requested customization and branding by the Company in consideration of additional fees for the excess (in the latter case the Company shall be entitled to unilaterally reasonably postpone Target Delivery Date upon written notice to the Operator).

When the Customization Brief is accepted by the Company (either initial, with or without additional fees, or shrunk one) ("**Brief Acceptance Date**") the Company shall proceed with respective customization and branding of the iGaming Platform.

3.2. **Delivery and Acceptance:**

- 3.2.1. The Company shall, not later than Target Delivery Date, deliver the iGaming Platform (customized and branded in accordance with Customization Brief accepted by the Company) to the Operator. The iGaming Platform shall be delivered to the Operator on a SaaS Basis (with relevant authorization scope) and with respective integration instruments (including APIs) necessary for ensuring integration of the iGaming Platform into Operator's Environment for its further use as expressly provided for herein.

Simultaneously, the Company shall provide to the Operator respective technical details necessary for setting up connection between the Domain Name and iGaming Platform.

- 3.2.2. Each Party understands and acknowledges that both of them shall use reasonable endeavors to make the delivery and integration process as soon and smooth as possible during reasonable period of time upon the signature of this Agreement. Notwithstanding any other provision of this Agreement, the Company shall not be liable and shall not be held responsible for any delay caused by circumstances, which are beyond the control of Company (for the purpose of this paragraph, delays of the Operator shall, inter alia, be considered to be a cause, which is beyond the control of the Company).

- 3.2.3. Within thirty (30) days following the delivery of the iGaming Platform to the Operator, the latter shall test the iGaming Platform. Should the Operator have any remarks regarding the iGaming Platform, it shall communicate them to the Company by the expiry of the abovementioned testing period. In case the Operator provides such remarks, the Parties will in good faith discuss the same and negotiate further action plan. If no remarks are communicated to the Company upon the expiry of the abovementioned testing period, the iGaming Platform shall be deemed compliant with the agreed requirements, duly delivered to, and accepted by, the

Operator and it shall be deemed to waive any claim regarding alleged non-compliance of the iGaming Platform with any such agreements, requirements and expectations.

- 3.3. License.** Upon the Delivery Date, the Operator shall be granted with the NON-EXCLUSIVE non-sublicensable end-user license to internally use the iGaming Platform at its functional purpose solely for the provision of the Gaming Services to its Clients through the Website during the Term and within the Territory ("**License**"). The License shall remain effective until the termination hereof. As the License is non-exclusive, the Company is free to license the iGaming Platform to any third parties howsoever.
- 3.4. Reservations and Restrictions.** The Operator is strictly prohibited to copy (except as, and only to the extent, reasonably necessary for the purpose of internal use of the iGaming Platform by the Operator), decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, or create: derivative works of the iGaming Platform and/or any part thereof; and/or any separate (including competing) product using the iGaming Platform as a reference.

The Operator shall not obtain any ownership over the iGaming Platform or any related works and items. In case of creation by or on behalf of the Operator (which would be deemed a breach of this Agreement) of any modification of the iGaming Platform, or any derivative work on its basis, or any separate product using the iGaming Platform as a reference, all respective Intellectual Property Rights and any other ownership or similar rights shall come into Company's sole and exclusive ownership without any limitations, restrictions and reservations.

Unless otherwise expressly agreed between the Parties, the Operator is strictly prohibited to use the iGaming Platform for, or on behalf, or in favor of, any third party (for example, in any partnership or white-label dealings) or otherwise resell or sublicense the iGaming Platform or any functionality thereof.

- 3.5. Gaming Content.** Besides and in addition to the iGaming Platform, the Company may from time to time offer to the Operator additional gaming content, such as, for example, data feeds and odds, casino games etc. ("**Gaming Content**"). When available, offered by the Company and accepted by the Operator, such Gaming Content shall be provided upon general terms and conditions hereof (to the extent applicable) and subject to special terms and conditions applicable separately to respective Gaming Content.

The list of provided Gaming Content, if any, as well as applicable terms and conditions, including additional fees (if any), is to be specified in the Annex 3.

The Operator understands and acknowledges that the Gaming Content (or its sources) may be provided to the Company by third-party providers and is subject to certain terms and conditions; and obligations and restrictions with regards to using the Gaming Content hereunder shall reflect such terms and conditions. Therefore, in the event of change of the said terms and conditions, the Company shall be entitled to unilaterally amend the applicable terms and conditions accordingly upon written notice. Furthermore, in case Company's rights to any Gaming Content are withdrawn by respective third-party providers for any or no reason, the Company shall cease to provide respective Gaming Content to the Operator as described above, and the Operator agrees to this and waives any and all claims with regards to such amendments and withdrawals.

Upon the delivery of the Gaming Content (if any), the Operator shall be granted with the non-exclusive non-sublicensable license to use the Gaming Content solely while using the iGaming Platform and within such use and subject to special terms of use of respective Gaming Content as may be agreed in the Annex 3.

4. OPERATION:

- 4.1. Launch.** Following the Delivery Date, the Operator shall use its best efforts to as soon as practicable and before the Target Launch Date make Gaming Services provided with the use of the iGaming Platform available to its Clients and to continuously increase the number of active Clients.

However, should the Operator fail to obtain respective online betting and online casino licenses in the targeted part of the Territory by the said date, it shall not use the iGaming Platform and such non-obtaining shall not serve as excuse for failure to commence provision of Gaming Services with the

use of iGaming Platform.

- 4.2. **Financial results and audit.** Starting from the Commencement Date, The GGR report shall be provided by the Operator within twenty five (25) days after the end of each month.
- 4.3. **Data protection.** The Parties undertake to comply with the provisions of the relevant applicable data protection legislation in so far as the applicable data protection legislation relates to the provisions and obligations under this Agreement. The Company agrees that the Operator Personal Data shall be owned by and is the exclusive property of the Operator.

5. iGAMING PLATFORM MAINTENANCE:

- 5.1. **Updates.** The Company may at any time at its sole discretion update the iGaming Platform, provided such updates will not affect materially key functions of the iGaming Platform. Upon the release of such update, the Operator will be provided with the updated version (in such a way that causes as little disruption as possible to the critical features of the iGaming Platform), while the access to the previous version will be withdrawn. The Company disclaims any and all warranties of any iGaming Platform updates either scheduled, requested or other.

The Company shall ensure that any update that contains significant new features, functionality, and/or enhancements (major update) is tested prior to implementation. The Company will use its commercially practicable efforts to inform the Operator of the date of any major updates in advance via email.

- 5.2. **Withdrawal.** The Operator understands and acknowledges that some iGaming Platform components and modules (and respective features that might be available to the Operator) are subject to the licenses and services provided to the Company by third-party licensors and providers. In case the third-party licensors and/or providers withdraw their respective licenses and/or cease to provide the respective services, affected components, modules and features will be withdrawn by the Company from the iGaming Platform with no compensation (save for advances), and the portions of further fees expressly allocated to such functions and content will be waived.

The Company shall, to the extent reasonably possible and within the scope of its authority, conduct reviews and assessments on the reliability of such third-party licensors and providers with whom it partners. Such reviews may include, among other things, verifying third-party licensors and providers' authority and capacity to provide the relevant components and modules.

The Company agrees to notify the Operator of any material risks identified with respect to third-party licensors and providers through such reviews. The Company shall not be obligated to disclose to the Operator the particular details and findings of the reviews conducted on third-party licensors and providers.

- 5.3. **Customization.** Upon the Operator's request, the Company may agree to provide custom update or upgrade of the iGaming Platform (e.g. enhancement of existing functions, addition of new functions, custom branding, setting up of custom integration between the iGaming Platform and Operator's or third parties' program products etc.). Any such custom update shall be subject to a separate agreement between the Parties and to separate fees, as may be agreed.

Any and all additional developments and enhancements and Intellectual Property Rights in and to the same, even when requested and paid for by the Operator, shall remain in the Company's sole and exclusive ownership. Further, the Company shall be entitled to use any Operator's feedback with regard to the iGaming Platform (e.g. with regard to any error or possible enhancement) for further enhancement, update, upgrade and development of the iGaming Platform or other products without any further compensation to the Operator.

- 5.4. **Maintenance and Support.** During the whole Term, the Company shall provide maintenance and support of the iGaming Platform in accordance with the Service Level Agreement provided in the Annex 2.

6. CONSIDERATION:

- 6.1. **Fee.** In consideration for the delivery of the iGaming Platform and grant of the License as provided

for hereunder, the Operator shall pay to the Company the license fees to be calculated and payable as provided for in the Annex 3 ("**Fee**").

- 6.2. Additional Remuneration.** The Parties agreed that the Fee shall constitute solely the remuneration for the delivery of the iGaming Platform and grant of the License as expressly provided herein. All additional services, rights grant and/or assistance that might be from time to time requested by the Operator in connection with the iGaming Platform or License, shall be subject to separate agreements of the Parties and separate fees, to be negotiated and agreed by the Parties.
- 6.3. Payment Order.** The Fees payable hereunder shall be paid by the Operator within five (5) business days after the receipt of the respective invoice. The payment shall be made by wire transfer to the bank account of the Company specified in the respective invoice.
- 6.4. Late Payments.** If the Operator fails to timely pay any amount payable, the Company shall be entitled to charge from the Operator an interest on the overdue amount from the time the payment became due up to the date of actual payment at the rate of 0,2 % per day. In the event that any invoice remains unpaid for a period exceeding forty-five (45) days from the due date, the Company reserves the right to temporarily disable access to certain modules of the iGaming platform or suspend services until such payment is received.
- 6.5. Currency and Exchange Rates.** All payments under this Agreement shall be made in Euros. Should it be necessary, for the purpose of calculation of the Fee, to convert any amount from another currency (e.g. when GGR or any portion thereof is generated not in Euros), such conversion shall be made at the exchange rate provided by Oanda for every day to which such conversion relates.
- 6.6. Bank Expenses.** Each Party shall solely bear expenses connected with its bank services and related corresponding banks services.
- 6.7. Taxes.** All Fees payable by the Operator hereunder shall be paid free and clear of any deduction or withholding, as may be required by law. If any such deduction or withholding (including but not limited to cross-border withholding taxes) is required on any payment, the Operator shall pay such additional amounts as are necessary so that the net amount received by the Company is equal to the amount then due and payable under this Agreement.
- The Fees hereunder are exclusive of any indirect taxes and duties (e.g. VAT) all of which, when applicable, will be charged separately on top of the payable Fees amounts.
- 6.8. Payment Agent.** The Parties agreed that any payment due from the Operator to the Company may, upon Operator's sole discretion, be made on behalf of the Operator by the Payment Agent. The Company agrees to accept such payments, if any, as proper fulfilment of the Operator's respective payment obligations. When necessary, upon Operator's prior request, the Company will issue any respective invoice in the name of the Payment Agent to enable it to process respective payment. Relations between the Operator and the Payment Agent, including in terms of further settlements, are to be governed by a separate direct agreement between them.

7. TERM:

- 7.1. Initial Term.** This Agreement shall commence on the Effective Date and, unless terminated earlier in accordance with its terms, shall continue in full force and effect until the expiry of twenty-four (24) months following the Delivery Date ("**Initial Term**").
- 7.2. Extended Term.** Upon the expiry of the Initial Term (or an Extended Term, if any), the Term shall be automatically extended each time for one (1) year ("**Extended Term**"), unless either Party rejects such extension in writing not less than thirty (30) days prior the expiry of then-current Term.
- 7.3. Termination for Cause.** This Agreement may be unilaterally terminated upon written notice with immediate effect:
- (1) by either Party if other Party commits a breach of this Agreement and such a breach is impossible to eliminate; or, when the elimination is possible, such breach is not eliminated by the breaching Party within fifteen (15) days; and/or
 - (2) by either Party in case of a Force Majeure Event that lasts during consecutive period of sixty (60) days, or a series of Force Majeure Events with the aggregated duration exceeding ninety

(90) days within any one hundred eighty (180) days period; and/or

- (3) by the Company in case of change of control over the Operator; and/or
- (4) by either Party if, save in relation to a solvent reorganization, reconstruction or amalgamation, an order is made or a resolution is passed for the winding up of the other Party, or a provisional liquidator is appointed in respect of the other Party or an administration order is made in respect of the other Party, or an administrator or receiver (which expression shall include an administrative receiver) is appointed in respect of the other Party or all or any of its assets and is not discharged within a period of thirty (30) days, or the other Party is unable to pay its debts, or if any voluntary arrangement is proposed in respect of the other Party or any similar or analogous event occurs in respect of such other Party in any jurisdiction; and/or
- (5) by either Party upon written notice to the other Party if a Party is associated with a security breach that materially adversely affects other entities or if any directors or officers of a Party are formally accused of fraudulent or illegal conduct which, in the Party's good faith determination, materially harm the Party's general reputation or would harm the Party's reputation by its continued association with the other Party.

7.4. Termination for Convenience. The Company shall be entitled to terminate the Agreement at any time for any or no reason upon ninety (90) days prior written notice to the Operator.

7.5. Legally Required Termination. Either Party may terminate this Agreement if required to do so pursuant to Applicable Law, such termination to take effect from the latest date permitted under such Applicable Law ("**Applicable Law Termination Date**"), provided that:

- (1) prior to serving any notice of termination pursuant to this clause 8.5, the Parties shall (if reasonably practicable) discuss in good faith any amendments that could be made to the terms of this Agreement in order:
 - (i) for the terms of this Agreement to thereafter comply with the requirements of Applicable Law; and
 - (ii) to prevent the need for this Agreement to be terminated pursuant to this clause 8.5; and
- (2) without prejudice to the clause 8.5(1), each Party shall give the other at least three months prior written notice of any termination pursuant to this clause 8.5 (or, if less, as much notice as is reasonably possible in advance of the Applicable Law Termination Date).

7.6. Consequence of Termination/Expiry. Upon termination or expiry of this Agreement, the Operator shall immediately:

- (1) Cease using the iGaming Platform and Gaming Content in whatsoever manner; and
- (2) Return to the Company any and all Confidential Information, delete and destroy all copies thereof remaining in the possession of the Operator or its Affiliates; and
- (3) Pay all outstanding Fees in accordance with the provisions of the Agreement.

Within ten (10) days following the expiry or termination of the Agreement, the Operator shall provide to the Company a written declaration confirming that the obligations provided for in the clauses (1), (2) and (3) above are properly fulfilled.

8. REQUIRED CONDITIONS:

8.1. General Quality Standards. Each Party undertakes to perform its obligations hereunder with reasonable care, in good faith and workman kind manner, meeting up-to-date generally applicable industrial standards.

8.2. Regulatory Compliance. The Operator shall at all times during the Term, when providing Gaming Services, be fully compliant with any Applicable Laws, including, hold all required licenses, certificates (including iGaming Platform certification if required), approvals etc. required by the Applicable Laws. The Company shall not bear any costs with regard to obtaining such licenses, certificates, approvals etc.

8.3. Territory. The Operator shall at all times during the Term, refrain from provision of Gaming Services

in and/or from anywhere outside the Territory.

- 8.4. Confidentiality.** Both Parties acknowledge that it may have access to the Confidential Information of the other Party. Confidential Information shall not include information that (a) has been made publicly available; (b) either Party receives from an unrelated third party without restriction on disclosure and without breach of a non-disclosure obligation by such a third party; (c) either Party knew prior to receiving such information from the other Party; or (d) either Party has developed independently without use of Confidential Information.

Both Parties agree to maintain as confidential and not disclose the Confidential Information to any third party and shall not use any Confidential Information for any purpose other than for the performance of its obligations under this Agreement. Both Parties agree to undertake all reasonable measures to prevent any unauthorized disclosure and use of the Confidential Information, which measures shall at any time be not less strict as these undertaken by the either Party for protection of its own confidential information of similar nature.

Both Parties shall immediately notify the other Party upon discovery of any unauthorized use or disclosure of Confidential Information and shall cooperate with the other Party in every reasonable way to regain possession of the Confidential Information and prevent its unauthorized use.

- 8.5. Intellectual property.** Unless otherwise expressly provided for hereunder, each Party remains the owner of its Intellectual Property Rights.

Unless otherwise expressly approved by the Company in written, the Operator shall (and shall, when it is under reasonable control of the Operator, ensure its Affiliates and third parties do) within perpetuity refrain from either direct or indirect acquiring in any territory round the world of any Company's or its Affiliates intellectual property and other intangible assets, (including, without limitation, trademarks (including confusingly similar or substantially similar trademarks and designations), trade names, trade dress, copyrights, designs, know-hows, domain names (including similar domain names), patents, software, publicity and reputation, etc.) through application, registration, claim of authorship or ownership, or otherwise. Should the Operator, in a breach of this Agreement, perform any action prohibited under this clause 9.5, expressed or implied, any rights and assets so acquired by the Operator (or any third parties upon its instruction) shall be deemed held by the respective person on behalf and in favor of the Company, which shall be deemed the beneficial owner of such rights assets. Upon the Company's request, the Operator shall immediately and at its sole expense execute (or ensure to be executed) any instrument and file any application as may be necessary to formally confirm Company's rights and ownership in and over such assets. The Operator hereby irrevocably and for perpetuity authorizes the Company to execute any mentioned document and file any mentioned application (including any such respective documents) on behalf of the Operator or respective third parties in order to ensure fulfilment of Operator's obligations described and implied in this paragraph.

- 8.6. Publicity and Non-Disparagement:**

8.6.1. Save as expressly permitted in accordance to the section 8, neither Party may:

- (1) make or release any statement or announcement to the press or other media or make any other public announcement regarding the conclusion of, terms of or performance of this Agreement; and/or
- (2) save as expressly permitted otherwise, make use of or reference to the name of the other Party for any announcement, advertisement, marketing or publicity, unless the same has been approved by the other Party in advance, including in respect of the date, format and content of the same.

8.6.2. The Operator agrees and covenants that it will not (and shall ensure its Affiliates will not) at any time make, publish or communicate to any person or entity or in any public forum any defamatory or disparaging remarks, comments, or statements concerning the Company or its businesses, or any of its employees or directors or Affiliates. This clause does not, in any way, restrict or impede the Operator from exercising protected rights to the extent that such rights cannot be waived by agreement or from complying with any applicable law or regulation or a valid order of a court of competent jurisdiction or an authorized government agency. This clause does not prohibit or restrict the Operator (or its attorney) from initiating communications

directly with, or responding to any inquiry from, or providing testimony before, any self-regulatory organization or any state or federal regulatory authority regarding the Company or the facts or circumstances of Operator's cooperation with the Company.

8.7. Warranties:

8.7.1. Each Party warrants and undertakes to the other Party that as at the date of this Agreement it has, and shall retain throughout the Term, full right, title and authority to enter into this Agreement and accept and perform the obligations imposed on it hereunder.

8.7.2. The Operator warrants and undertakes to the Company that:

- (1) it shall comply with all Applicable Laws in relation to the performance of its obligations under this Agreement;
- (2) it shall comply (and, when applicable, shall ensure its Affiliate's compliance) with the obligations, requirements and restrictions provided for hereunder;
- (3) it shall take all reasonable steps to ensure that its and its Affiliate's operation is always compliant with all Applicable Laws;
- (4) it shall at all times hold any and all licenses, authorizations and certificates required by the Applicable Law to provide Gaming Services in each respective jurisdiction;
- (5) save in relation to a solvent reorganization, reconstruction or amalgamation, it shall ensure that: no order is made and/or no resolution is passed for the winding up of the Operator; no provisional liquidator is appointed in respect of the Operator; no administration order is made in respect of the Operator; no administrator or receiver (which expression shall include an administrative receiver) is appointed in respect of the Operator or all or any of its assets and is not discharged within a period of thirty (30) days; the Operator is not unable to pay its debts; no voluntary arrangement is proposed in respect of the Operator; and no similar or analogous event occurs in respect of the Operator in any jurisdiction.

8.7.3. The Company warrants and undertakes to the Operator that:

- (1) it shall comply with all Applicable Laws in relation to the performance of its obligations under this Agreement;
- (2) it is entitled to grant relevant rights to the iGaming Platform, and Gaming Content, and that the use of the said by the Operator in accordance with the terms of this Agreement shall not infringe the rights, including the Intellectual Property Rights, of any third party.
- (3) it has taken all commercially reasonable measures to protect the iGaming Platform and Gaming Content from viruses, Trojan horses, worms and other so-called malware using state of the art and properly updated firewalls and anti-virus systems in accordance with industry standards in the Company's field of business.

8.8. KYC. The Operator understands and acknowledges that its KYC documents from time to time may be shared with the third-party providers for the purpose of fulfillment of rights and obligations under this Agreement as required by the mutual agreement with the third-party providers. The disclosure of the information in KYC documents to third-party providers shall not be deemed as an infringement of NDA signed by the Parties or Confidentiality clause in this case. In no case shall be the Company liable for inauthenticity, discrepancies or any mistakes in the KYC documents of the Operator. The Company may unilaterally and without any obligations in this regard, restrict the availability of the Gaming Content in case of non - compliance of the KYC procedure or refusal of providing KYC documents by the Operator.

8.9. Access. The Operator understands that the Company's ability to fulfill its obligation under this Agreement also depends upon provision by the Operator of true and accurate information, provision of the access to materials and data, resources and equipment of the Operator (hereinafter referred to as the "Operator's Data").

By signing this Agreement, the Operator expressly acknowledges and agrees that

(a) employees and contractors engaged by the Company to fulfill Company's obligation under this

Agreement (hereinafter referred to as the "Company's Representatives") shall have access to the Operator's Data, reasonably required by them for proper fulfillment Company's obligation under this Agreement without the additional consent of the Operator;

(b) the Operator grants the Company and the Company's Representatives with the access to the Operator's Data for the fulfillment of contractual obligations, testing and support of the Operator by the Company;

(c) the Company's Representatives are not required to get additional permission from the Operator to obtain access to the Operator's Data necessary for the performance of Company's obligations under the Agreement.

9. INDEMNITY AND DISPUTE RESOLUTION:

9.1. Indemnity:

9.1.1. The Operator shall fully and effectively indemnify and keep indemnified the Company, its Affiliates and Company's Group, and all employees, agents, directors and sub-contractors of the Company or its Affiliates or any of them (together, the "**Company's Parties**") on demand, from and against any and all losses, damages, liabilities, penalties, suits, judgments and expenses (including reasonable legal expenses and attorneys' fees) suffered or incurred by the Company's Parties or any of them as a result of or arising out of any breach of this Agreement or any warranty hereunder (including through Operator's Affiliate's actions).

9.1.2. The Company shall fully and effectively indemnify and keep indemnified the Operator on demand, from and against any and all losses, damages, liabilities, penalties, suits, judgments and expenses (including reasonable legal expenses and attorneys' fees) suffered or incurred by the Operator as a result of or arising out of:

- (1) any claim in accordance with the terms of this Agreement infringes the rights, including any Intellectual Property Rights, of any third party; and
- (2) any claim that the use of the iGaming Platform and Gaming Content by the Operator in accordance with the terms of this Agreement infringes the rights, including any Intellectual Property Rights, of any third party.

9.1.3. In relation to any third-party claims arising in respect of any of the indemnities given by one Party ("**Indemnifying Party**") to the other Party ("**Indemnified Party**") in this Agreement:

- (1) the Indemnified Party shall promptly notify the Indemnifying Party of any claim arising in respect of an indemnity given by the Indemnifying Party;
- (2) the Parties shall discuss who shall be entitled to have the conduct of any appeal, dispute, compromise or defense of the dispute and of any incidental negotiations, and in default of the Parties' agreement on such matters, the Indemnifying Party shall have responsibility for such conduct;
- (3) the Indemnified Party shall keep the Indemnifying Party informed of the progress of the claim and shall use its reasonable endeavors to consult with the Indemnifying Party regarding the same;
- (4) the Indemnified Party shall take such action to avoid, dispute, resist, appeal, compromise or contest or prove the claim or alleged liability as may be reasonably requested in writing by the Indemnifying Party;
- (5) the Indemnified Party shall not accept, pay or compromise or make any admission in respect of, such claim or alleged liability without the prior written consent of the Indemnifying Party, such consent not to be unreasonably withheld, delayed or conditioned;
- (6) each Party shall, at the cost and expense of the Indemnifying Party, make available to the Indemnifying Party such persons and all such documents and information as may reasonably be required for avoiding, disputing, resisting, appealing, compromising or contesting or proving any such liability; and
- (7) without prejudice to any duty it may have at common law or otherwise, the Indemnified

Party shall use all reasonable endeavors to mitigate its loss.

9.2. Disclaimer:

9.2.1. The Operator acknowledges and agrees that the iGaming Platform, and Gaming Content are to be provided "AS IS". Except to the extent prohibited by law, or to the extent any statutory rights apply that cannot be excluded, limited or waived, and save for the provision of the Service Level Agreement, the Company and its Affiliates and licensors (a) make no representations or warranties of any kind, whether express, implied, statutory or otherwise regarding the iGaming Platform, and Gaming Content, and (b) disclaim all warranties, including any implied or express warranties (i) of merchantability, satisfactory quality, fitness for a particular purpose, non-infringement, or quiet enjoyment, (ii) arising out of any course of dealing or usage of trade, (iii) that the iGaming Platform, and Gaming Content will be uninterrupted, error free or free of harmful components. In all cases, the Company's total aggregate liability, whether in contract, tort (including negligence) or otherwise and whether in connection with this Agreement or for any related cause, will in no circumstances exceed an amount equal to the total amount of Fees payable under the Agreement for three (3) months immediately preceding the event resulting in a respective claim.

9.2.2. Neither Party shall be liable for any breach of this Agreement directly or indirectly caused by a Force Majeure Event, however, a Force Majeure Events shall not release either Party from its obligations unless otherwise agreed by the Parties.

9.2.3. Neither Party shall be liable to the other under this Agreement whether in contract, tort (or delict) or otherwise (including any liability for any negligent act or omission) for:

- (1) any loss of profits, revenue, business, contracts or goodwill (whether direct or indirect); and
- (2) any consequential, special or indirect loss or damage, howsoever arising out of or in connection with this Agreement and even if a Party has been advised of the possibility of such loss or damage occurring.

9.2.4. Neither Party excludes or limits its liability under this Agreement for:

- (1) death or personal injury caused by its negligence; and
- (2) fraud or fraudulent misrepresentation; and
- (3) any type of liability which cannot be excluded or limited by law.

9.3. Injunction and other Equitable Reliefs. Without limiting the remedies available to the Company, the Operator acknowledges that a breach of any of the obligations, warranties and restrictions, contained in sections 2 and 6, and clauses 3.4, 5.2, 8.6, 9.2, 9.3, 9.4, 9.5, 9.6, 9.7, 9.8, 9.9.1, 9.9.2 may result in material irreparable injury to the Company for which there is no adequate remedy at law, that it will not be possible to measure precisely damages for such injuries and that, in the event of such a breach or threat thereof, the Company shall be entitled, without the requirement to post bond or other security, to obtain a temporary restraining order and/or injunction and/or other equitable relief against the Operator and its Affiliates with regards to their activities contradicting the provisions of this Agreement, or such other relief as may be required to specifically enforce any of the said obligations.

9.4. Jurisdiction and Venue. Any dispute, controversy or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, or the legal relationships established by this Agreement, and including any non-contractual claim, shall be referred to and finally resolved by arbitration under the CEDRAC Arbitration Rules. in force at the date of this Agreement, which rules are deemed to be incorporated by reference into this Agreement.

The Parties agree that:

- (a) The appointing authority shall be the CEDRAC Court.
- (b) The number of arbitrators shall be three.
- (c) The place of arbitration shall be Nicosia, Cyprus.
- (d) The language to be used in the arbitral proceedings shall be English

10. MISCELLANEOUS:

- 10.1. Entire Agreement.** This Agreement, together with the Annexes hereto, represents the entire agreement between the Parties and shall supersede any previous agreement or understanding between all or any of the Parties in relation to all or any such matter. Nothing in the foregoing provision shall operate to exclude or limit liability for fraud or fraudulent misrepresentation.
- 10.2. No Contra Proferentem.** Both the Parties agree that they have each materially and fully participated in the negotiation and drafting of this Agreement and, if this Agreement ever should be the subject of interpretation by a court or arbitration, it shall not be construed or interpreted against either Party for the reason that it was drafted by only one Party.
- 10.3. Relationship of the Parties.** The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.
- 10.4. Severability.** If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the Parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the Parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.
- 10.5. Further Assurance.** Each Party will execute any document and do anything reasonably necessary to implement this Agreement, and use all reasonable endeavors to procure that a third party executes any deed or document and does anything reasonably necessary to implement this Agreement.
- 10.6. Modification.** This Agreement may be modified by the Parties, but any modification of this Agreement shall be in writing and executed by both Parties.
- 10.7. No Waiver.** Failure by either Party to enforce any right or seek to remedy any breach under this Agreement shall not be construed as a waiver of such rights, nor shall a waiver by either Party of default in one or more instances be construed as constituting a continuing waiver or as a waiver of any other breach.
- 10.8. Assignment.** The Operator shall not assign, whether in writing or orally, or encumber its rights or obligations under this Agreement or permit the same to be transferred, assigned or encumbered by operation of law or otherwise, without the prior written consent of the Company. Company shall be entitled to assign and novate its rights and obligations under this Agreement at any time at its sole discretion upon thirty (30) days written notice to the Operator.
- 10.9. No Third-Party Rights.** Neither Party intends that any term of this Agreement shall be enforceable by any person who is not a party to this Agreement.
- 10.10. Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 10.11. Languages.** This Agreement is in the English language only, which language shall be controlling in all respects, and all versions of this Agreement in any other language shall be for accommodation only and shall not be binding upon the Parties.
- 10.12. Documents Form.** The Parties agreed that scan-copies of signed documents or electronically executed/signed documents related to this Agreement (including this Agreement itself, Annexes, amendments, certificates of acceptance, invoices etc.) shall be legally binding, provided that each Party has delivered (including electronically) at least one counterpart/copy of such a document signed by such a Party, to the other Party.
- 10.13. Notices.** All notices to be given hereunder shall be transmitted in writing either by email or by certified or registered mail, return receipt requested, and shall be sent to the addresses identified in the PARTIES section at the beginning of this Agreement, unless notification of change of address is given

in writing. Notice shall be effective upon receipt or in the case of email, upon confirmation of receipt.

10.14.Costs. Save as otherwise stated in this Agreement, each Party shall bear its own costs in relation to the negotiation, preparation, execution and carrying into effect of this Agreement.

10.15.Effect of the Agreement. This Agreement shall become effective only when duly signed by the authorized signatories of the Parties and each Party has delivered at least one copy of this Agreement the duly signed on behalf of such Party, to the other Party.

10.16.Warranty of Authorized Signatories. Each signatory hereto warrants and represents that they are competent and authorized to enter into this Agreement on behalf of the Party for whom they purport to sign, and that the Agreement is executed on behalf of a valid legal entity which has the full right and authority to undertake or forbear any action contemplated by this Agreement. Each signatory hereto agrees to indemnify and hold harmless each other Party hereto against any claim, suit or demand, including necessary expenses of investigation and reasonable attorneys' fees, in which it may be asserted that they were not competent and/or so authorized to execute this Agreement and receive the consideration, therefore.

IN WITNESS WHEREOF, the Parties hereto duly executed this Agreement as an agreement and delivered its signed copies to each other.

For the Company:

By: _____

Name: OLEKSII MUSTIAEVA

Title: Director



For the Operator:

By: _____

Name: eMagnus Curacao B.V.

Title: Managing Director

For the Payment Agent:

By: _____

Name: Chrystalla Michael

Title: Director



ANNEX 1

iGAMING PLATFORM:

Definitions

iGaming Platform – an IT foundation enabling and interconnecting Modules and Components. This allows iGaming operators to automate their iGaming processes and earn their revenues.

Component – a mandatory and inseparable part of the iGaming Platform that groups a set of products and features around some purpose, topic and functionality.

Module – a relatively independent component of the iGaming Platform, which includes certain products and features grouped around a single purpose, topic and functionality. Module can be substituted with alternative 3rd party applications.

Feature – a specific piece of product functionality that provides value (full or partial) to users.

The list of Components:

1. Risk and Anti-fraud (RAF)
2. Business Intelligence (BI)
3. KYC and Responsible Gambling

The list of Modules:

1. Sportsbook
2. Casino
3. PAM and Seamless Wallet
4. Content Management System (CMS)
5. Analytics Module
6. MarkTech

Component: Risk and Anti-fraud (RAF)

Includes a set of interfaces in the back office, a set of algorithms and ML models, and a set of features around risk and anti-fraud activities. It also includes different risk types detection systems.

Component: Business Intelligence (BI)

Includes DWH based on business objects, data ingestion solutions, a metrics library, and a data governance toolkit. Also, the Data API is an interface for accessing all data from one point that supports various integration interfaces.

Component: KYC and Responsible Gambling

Combines functionality around user verification settings, document management, third-party integrations, and a set of self-exclusions, account cool-off periods, and limits.

Module: Sportsbook

Comprehensively managed and personalized sports line that includes third-party feed providers and unique events based on in-house trading. Includes sport content, such as video, statistics, etc. It also includes a number of features that are needed in order to increase player activity, among them a bonus engine with a number of bonus mechanics.

Module: Casino

Includes Casino Provider Aggregation with the set of casino game providers and games; Casino Lobby with the set of widgets managed through the back-office; and Bonus Engine with a number of bonus mechanics.

Module: PAM and Seamless Wallet

Includes functionality around user profile, password management, user authentication, security features, and user account management with a back office. Also, a multi-currency and multi-balance wallet with real-time balance updates, the taxation engine, and payment and transaction management.

Module: Content Management System (CMS)

Tools and back offices for managing content on the UI.

Module: Analytics Module

Includes a reporting pack with the ability to configure dashboards and services on top of the data, such as ML models and algorithms.

Module: MarkTech

Deeply Integrated into the iGaming Platform Affiliate Management Platform and provides the ability to register, verify, onboard, and nurture affiliates, track their performance, foster effective communication, set multi-level permissions, and manage all your brands and products from one place.

ANNEX 2
SERVICE LEVEL AGREEMENT:

1. DEFINITIONS:

In addition to the words and phrases defined in the body of the Agreement, in this Service Level Agreement (SLA), unless the context otherwise requires or unless otherwise is expressly stated herein, capitalized words and phrases shall have the meaning as defined below:

Term	Description
SLO	Service level objectives – agreement about a specific metric like uptime or response time
SLI	Measures compliance with an SLO so stay in compliance with your SLA, the SLI will need to meet or exceed the promises made in that document.
Availability	means the percentage of total time during which Company production instances of the list of products are Available during a calendar month, excluding Planned Maintenance and Excluded Downtime.
Excluded Downtime	Any time the service is not available because of the Force Majeure or Planned Maintenance.
Planned Maintenance	The total minutes of planned maintenance during the month.
Downtime	Total Minutes in the month during which the production version of the applicable Service (component, module or feature) is not available, except for Excluded Downtimes.
Timeliness	The characteristic representing the performance of an action that leaves sufficient time remaining so as to maintain SLA service expectation
System	Scope of Services included in this Agreement

Data service (current set)	A set of services related to the collection, transformation, and storage of data that can be used by the end client for their analysis or reporting needs through a specific set of tools. For each data pipeline, the conditions of timeliness, quality, and completeness are determined. As well as procedures for managing possible incidents.
Reporting service	A basic approved set of data sources (in the form of a live connection to the database or tableau extracts) and reports based on an approved library of metrics. Available in period X, and at the time of access guarantee the availability, completeness, and correctness of data for monitoring and high-level analysis of the state of the business.
Data Incident	Any incident related to the absence of distortion or inaccessibility of data within the specified period X must be taken into work in accordance with the accepted conditions for working with incidents
Data access	the procedure for accessing data sources or services according to a specific role policy for a set period of time, except in cases where the role policy or services need to be finalized to open access.
Data pipeline (ETL pipeline)	a series of transformational steps when working with data, the data is received, transformed and placed in the appropriate tables and dictionaries. At each of the steps, there are checks on the completeness and compliance of the data with the conditions (scheme) and are tracked through the SLO and SLI indicators adopted for these transformations.
Third-party service providers	External entities that provide various services to a company or organization, but are not part of the organization itself.
Enablers	Enablers are defined as issue types that extend the architectural runway of the solution under development or enhance the performance of the Operator's development. Enablers involve modifications requiring code changes, development efforts, and, in some instances, downtime for implementation. These changes are primarily directed towards supporting the Operator's implementation of feature development, addressing refactoring needs, and building infrastructure. Examples of Enablers include but are not limited to API route modifications (splitting, extensions) and data flow (extensions, detalization) modifications.

Integration	Technical process of connecting and making different software systems or components work together. It involves the exchange of data or functionality between these systems to achieve a unified and cohesive operation. Integration allows different software applications, modules, or services to interact with each other seamlessly. This interaction can involve sharing data, invoking functionalities, or creating a unified workflow. Integration is crucial in software development when building complex systems that rely on the collaboration of various components or when connecting with third-party systems to enhance the overall capabilities of a software product. In the context of Company integrational landscape, integration of new clients to already existing integrations are considered to be configuration requests.
Business hours	Means Monday to Friday, 06:00 AM – 15:00 PM UTC.
Major update	A new version of a Service product that contains significant new features, functionality, and/or enhancements.
Ticket system	Means Jira Service Desk ticketing system
Force Majeure	Any cause preventing, delaying or hindering either Party from performing any or all of its obligations which cause is beyond the reasonable control of the Party so prevented, delayed or hindered including without limitation act of God, war, hostilities, acts of terrorism, riot, civil commotion, act or omission of government, shortage of essential supplies, strike or industrial dispute, fire, flood, storm or natural disaster, Pandemic and acts and decrees of the Governments, Presidents, State Organs and/or Regulatory bodies;
Update	An update is new, improved, or fixed software that replaces older versions of the same software in Operator's platform. The update can contain multiple services deployed
General Guidance	Advice or directions provided for general understanding or use of the system. It may include simple instructions on system functionality, methods of use, and solutions to common issues. It implies that the system is functioning normally and only requires informational support.

Brands	The jurisdiction boundaries with separate user bases. As a result of different user bases, the same real person may have player accounts in different brands (given he/she satisfies regulatory requirements in the corresponding brand). Registration, KYC, compliance, and other processes can be defined/customized per brand according to legal and/or regional specifics. Each brand may have multiple website domains, but the domain can belong to only one brand.
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2. Scope of Services within this SLA:

- Customer Support Services (Incident Management and Service Request Fulfillment)
- iGaming Platform Maintenance Services (planned downtime, platform updates, major updates and breaking change updates)

2.1 Customer Support Services

The Company undertakes to provide the Operator during the term of this Agreement with Customer Support services. The current scope of Customer Support is limited to handle Incident Management and Customer Support Requests.

All customizations, new integrations, implementation of new features, enablers and further development is not in the scope and is seen as separate chargeable items. Such requests will be handled through a separate change management process and at additional cost, described in this Annex. Investigations needed in order to produce estimates for the change request are included in the price of Customer Support Services.

2.1 (i) Scope of Customer Support Services:

Customer Support Service is available 24/7, 365 days, and the following services are a part of Customer Support Service:

1. Incident Management
2. Customer Support Request Management

2.1 (ii) Customer Support Service Process.

The Customer Support Service is available to assist the Operator 24/7, 365 days a year. For this purpose, the Company provides the Operator with the Ticketing System JIRA available to the Operator for reporting any day-to-day issues or requests in regards to the iGaming platform, its products, components or services and tracking their resolution status.

All support requests shall be submitted by the Operator to the Company through a Jira ticket. As of submission, each ticket will be assigned a ticket id and a Customer Support Agent to process it. Operators' representatives will be alerted through the contact email indicated in the Operator Account for this purpose whenever there is any activity in regards to the created ticket (change of ticket status, new submitted response etc.).

The Operator undertakes to serve a Jira Service Desk ticket to the Company of any request for Customer Support services providing therein a description of the difficulties encountered and the issues that are expected to be addressed by the Company in providing the Support in the present case.

The Customer Support Agent will accept the Operator's support requests in a form of JIRA Service Desk ticket based on the reported item impact and urgency and subject to tables below. In recognition of the Operator's preference for flexibility in communication channels, the Company agrees to support a designated Slack channel for the submission of incidents and requests categorized as Critical and High impact priority. This Slack channel will run in parallel with the JIRA Service Desk tool, providing an alternative means of communication. The Company acknowledges the intention to decommission the Slack channel(s) once it has been mutually agreed with the Operator that it is no longer needed. The Company commits to work collaboratively with the Operator to determine an appropriate time for decommissioning, ensuring a smooth transition to relying solely on JIRA Service Desk or any other mutually beneficial solution.

The Company undertakes to make available professional employees or to contract professional persons to efficiently provide such Support services throughout the duration of this Agreement.

As of submission of a request, either the caller or the contact person shall be available to the Company at all reasonable times in order to assist and/or evaluate alternative solutions to the request, and/or accept an offered method to resolve the failure

The Company will review the severity level assigned to the request and use every reasonable effort to resolve and correct reported cases.

The Company maintains the right to adjust the priority level of the request if it does not reflect the defined in this Agreement severity level definition.

2.1 (iii) Incident Management.

Incident Management is the structured process of identifying, reporting, prioritizing, resolving and documentation incidents related to iGaming platform services or infrastructure that deals with any unplanned interruption or reduction in the quality of the iGaming platform or the failure of a configuration item. These incidents encompass any unexpected events, technical issues or disruptions that impact the normal operation of the iGaming platform, resulting in service disruptions, performance degradation or security breaches. The goal of Incident Management is to restore normal service operations as quickly as possible and minimize the adverse impact on platform operations, ensuring that the best possible levels of service quality and availability are maintained.

2.1 (iv) Incident Management process:

1. Incident reporting and registration. Incidents should be reported by the Operator through JIRA Service Desk where registration of the Incident happens immediately upon Operator's report. In recognition of the Operator's preference for flexibility in communication channels, the Company agrees to support a designated Slack channel for the submission of incidents and requests categorized as Critical and High impact priority. This Slack channel will run in parallel with the JIRA Service Desk tool, providing an alternative means of communication. The Company acknowledges the intention to decommission the Slack channel(s) once it has been mutually agreed with the client that it is no longer needed. The Company commits to work collaboratively with the client to determine an appropriate time for decommissioning, ensuring a smooth transition to relying solely on JIRA Service Desk or any other mutually beneficial solution. The Operator's representative should provide all essential Incident related details, such as description of the incident, its impact and contact information. JIRA Service Desk is the primary entry point of all incident reports and a single source of history records for further references and reporting.
2. Incident assessment, analysis and prioritization. The Customer Support Agent assesses the incident's severity, impact and urgency. Incidents are prioritized based on SLA below and severity levels. Prioritization ensures that critical incidents are addressed immediately, minimizing disruptions.
3. Resolution and Escalation. The Customer Support Agent works with the teams to resolve the incident.

If necessary, incidents are escalated to higher-level technical experts or management for timely resolution.

4. Communication and Status Updates. Regular updates are provided to the incident reporter and stakeholders, adhering to SLAs. Communication includes progress reports, estimated resolution times, and any workarounds implemented.
5. Resolution Verification: Once the incident is resolved, the Operator's representatives are asked to confirm that the problem has been resolved to their satisfaction.
6. Incident closure: The incident is formally closed in the Incident Management system.
7. Incident Reporting: Regular reports are generated to track incident trends, SLA compliance, and opportunities for improvement.

2.1 (v) Customer Support Service Request Fulfillment.

Company provides Customer Support by fulfilling service requests submitted by the Operator. Service Request Fulfillment is a process that handles all Operators' requests for services that do not require a change management process.

Service requests include, but are not limited to, assistance with technical issues, behavioral or functional issues in the system, user inquiries, general guidance, access requests, configuration requests and routine support requests. These requests may include user assistance, information, or other service that the customer requires. Service requests are typically not related to unplanned disruptions. They can involve planned or standard activities requested by the customer. Service Request Fulfillment is the customer support process that ensures these requests are addressed efficiently and effectively, meeting the agreed-upon service levels.

2.1 (vi) Support Service Request Fulfillment process:

Service Request reporting and registration. Service Requests should be reported by the Operator through JIRA Service Desk where registration of the Incident happens immediately upon the Operator's report. The Operator's representative should provide all essential request related details, such as description of the request, its impact, priority and contact information.

Service Request assessment, analysis and prioritization. The Customer Support Agent assesses the requests priority, impact and urgency. Requests are prioritized based on SLA below and severity levels. Prioritization ensures that critical service requests are addressed immediately, minimizing disruptions.

Resolution and Escalation. The Customer Support Agent works with the teams to resolve the service requests. If necessary, requests are escalated to higher-level technical experts or management for timely resolution.

Communication and Status Updates. Regular updates are provided to the request reporter and stakeholders, adhering to SLAs. Communication includes progress reports, estimated resolution times, and any workarounds implemented.

Resolution or Fulfillment Verification: Once the Service Request is fulfilled, the Operator's representatives are asked to confirm that the problem has been resolved to their satisfaction.

Service Request closure: The Service Request is formally closed in the JIRA ticketing system.

Service Request Reporting: Regular reports are generated to track service request trends, SLA compliance, and opportunities for improvement.

2.1 (vii) SLAs for Incident Management services included in the Company's Customer Support along with Priority and Definition of priority:

Priority	Definition of priority	Time To Respond*	Time to Resolve***
Low	Indicates non-critical issues that are most likely known and will be addressed in future releases.	24 hours	Up to 10 business days or according to the agreed timeline
Medium	Indicates non-critical issues, the resolution of which can wait for business hours. Problem has less impact on the customer's operations and might result in stoppage of individual work or a feature or a user/insignificantly small group of users.	8 hours	3 to 5 business days
High	Problem has a serious effect on the customer's operations. Important system functions are not available and can lead to a decrease in productivity or affect the players who are bringing significant revenue to the Operator. Workaround might be available for this problem, however, it does not have the same level and scale of impact as Critical. Work with solving the problem starts immediately upon response.	60 min	24 to 48 hours
Critical	The highest priority indicates the platform's, products' or components' complete unavailability; resolution is required here and now. Problem has a critical effect on the customer's operations or on the players who are bringing significant revenue to the Operator. Work with solving the problem &/or correction starts immediately.	15 min	Up to 4 hours

*Time to Respond – Time difference between the Company's resource receiving support request or an incident report and an acknowledgement, stated in the JIRA ticket report that the request/report has been accepted and assigned to a designated support agent for resolution.

**Time to Resolve – Time difference between assigning Company's Resource to the request/report ticket until the resolution of the ticket (change of ticket status to "Resolved"). Time spent on clarifications / decision

making related to report/request from Operator's Key users/reporter will be excluded from total elapsed Resolution time.

2.1.1 SLAs for Support and Service Requests, Technical Support Management services included in The Company's Customer Support along with Priority and Definition of priority:

Priority	Definition of priority	Time To Respond*	Time to Resolve***
Low	Indicates non-critical requests or questions, related to support, service, or technical requests. Response can wait.	24 hours	According to the agreed timeline
Medium	Indicates non-critical requests with a lower impact on customer operations. Response can wait for business hours.	24 hours	up to 5 business days
High	Indicates a problem with a significant effect on customer operations. Important system functions may be unavailable, affecting productivity or revenue-generating users. Immediate response and work on a solution begin promptly. A workaround might be available, but the impact is more substantial than Medium priority.	120 min	up to 2 working days
Critical	The highest priority, indicating the urgent requests regarding complete unavailability of the platform, products, or components. Immediate resolution is required. The problem has a critical effect on customer operations or revenue-generating users. Work on solving the problem and/or correction starts immediately.	60 min	Up to 8 hours

*Time to Respond – Time difference between the Company's resource receiving support request or an incident report and an acknowledgement, stated in the JIRA ticket report that the request/report has been accepted and assigned to a designated support agent for resolution.

**Time to Resolve – Time difference between assigning Company's Resource to the request/report ticket until the resolution of the ticket (change of ticket status to "Resolved"). Time spent on clarifications / decision making related to report/request from Operator's Key users/reporter will be excluded from total elapsed Resolution time.

The Company maintains the rights to renegotiate the Priority assigned to the request if it does not reflect the definition of impact.

The Operator can request an Root Cause Analysis report for incident(s) with priority “Critical” and “High” by email or within JSM as a comment to a specific ticket. If the downtime is caused by third parties, the Company is obliged to provide evidence in the incident report demonstrating that the cause originated from the third party's side by the Operator's request.

In case if reported issue severity should be raised (i.e. when the impact is raised within time) - the Operator can request such a change in JIRA ticketing system by providing the original request reference and reasons for severity escalation.

2.1 (viii) SLA

Target Adjusted SLA % for Incident and Service Requests tickets of Critical, High or Medium priority: 90%

2.1.1. SLA Measurement:

1 day will constitute 24 hours for calculating time to meet SLAs. The opening hours are 24/7

Time spent by users in clarifying doubts/providing information/confirming the status of the solution provided by the Company shall not be included.

2.1.3. Adjusted SLA Criteria:

SLA needs to be adjusted to report the correct SLA adherence, as per the criteria given below:

- Late assignment of ticket to the Company;
- User Feedback Delayed. (e.g. Any approval, user testing, query resolution);
- Delays in resolution due to Operator's system failure or third party system failure outside of SLA (i.e.) tickets from other subsidiaries (not in this agreement);
- Delay due to natural disaster;
- Third party dependency issues;
- One ticket having multiple queries, questions and issues. For every new support request a new ticket is required and will be considered for SLA calculations. The decision to request separate tickets will be at the discretion of the Customer Support Agent, who will communicate this requirement to the Operator for clarity and optimal service delivery.

2.2. iGaming Platform Maintenance Services.

With maintenance we understand a proactive and planned set of activities and processes aimed at preserving the operational integrity, performance and security of the platform. These activities include but are not limited to updates, major updates, patches, routine inspections, preventive maintenance and corrective actions to address known issues and vulnerabilities.

2.2.(i) Major Updates.

The Company is responsible for delivery of major updates within the scope of iGaming platform maintenance services. Major update is a new version of a Service product that contains significant new features, functionality, and/or enhancements.

The Company will inform the Operator about the date of Major Updates via email. If an update affects iGaming platform modules or components features, and/or contains major changes in feature logic - the Operator will be notified about such changes in prior not later than 72 hours before. Major Updates shall be implemented in such a way that causes as little disruption as possible to the critical features of the Services. The Company shall ensure that any agreed Major Updates are tested prior to implementation and the work relating to such implementation.

2.2.(ii) Updates

The Company shall ensure that any agreed Major Updates are tested prior to implementation and the work relating to such implementation. The Company will inform the Operator about the date of Major Updates via email. If an update affects platform modules or components features, and/or contains major changes in feature logic - the Operator will be notified about such changes in prior not later than 72 hours before. Major Updates shall be implemented in such a way that causes as little disruption as possible to the critical features of the Services.

2.2.(iii) Breaking changes updates

In case of any breaking changes the Company will inform the Operator at least two (2) months before the update. Breaking change update includes any changes that could break Operators' integrations or current operational processes (and therefore requires time of the Operator for adjusting to new changes).

Examples of breaking changes could be found below:

- remove a feature from the product;
- change an API that is available through a platform(listed in services appendixes) in a non-backward-compatible way(such as removing response fields etc);
- removing API endpoints;
- changing authentication/authorization logic.

2.2.(iv) New Major API Releases

The Company shall release no more than one major update to the iGaming Platform API per year. iGaming Platform does not guarantee backward compatibility of the said update with the previous API version.

The Company shall inform the Operator of any planned breaking changes or upgrades to the iGaming Platform API by sending an email notification at least ninety (90) days prior to the changes coming into effect. In case of any emergency or other unplanned security or regulatory updates to the API, the Company shall notify the Operator by email or through the Services as soon as reasonably practicable.

The Company shall only support the current API release and one previous API release. The previous release shall be deprecated upon the release of the new API version and be supported until the indicated end of life date.

2.2.(iii) Planned Maintenance Downtime.

2.2.1. Scheduled Maintenance: The Company may schedule regularly planned maintenance downtime for the services outside of normal business hours. The Company shall ensure planned maintenance occurs only outside of business hours. If actual maintenance occurs during business hours, such time will not be considered as a Planned Maintenance. If the maintenance is reasonably expected to cause any material degradation or drop in Service Availability or quality, in such cases, the Company will notify the Operator of the planned maintenance on its systems at least five (5) business days in advance. The notification will include the scheduled date for the

maintenance and the estimated duration. The Company will endeavor to keep Services fully operational during all maintenance.

2.2.2. Excess Availability for Maintenance: In instances where the average service level availability surpasses the mutually agreed upon commitments, the Company may allocate excess availability towards necessary maintenance activities.

2.2.3. Request for Maintenance Rescheduling or Delay: The Operator may request a modification to the scheduled maintenance window or a postponement of maintenance, provided they have business justifications for the request. The Company will duly consider such requests and, if viable, implement the requisite adjustments to the maintenance timetable.

2.2.(iv) Service Commitment of Availability of the Platform

The Company's commitment means the Availability commitment of the iGaming Platform for a given billing period, excluding Planned Maintenance and Excluded Downtime. With availability we mean the percentage of total time during which the Company production instances of the list of products are available and functional for end users during a calendar month, excluding Planned Maintenance and Excluded Downtime.

For the sake of clarity, the Services shall not be considered unavailable in case of errors or failures to access the Services caused as a result of failures or communication problems beyond the Operator's reasonable control attributable to the internet or any other public or private networks (including but not limited to mobile phone networks) used by end users to access the Services and such time shall be disregarded when calculating the availability of the Services during any settlement period.

The Company shall support and monitor the availability and functionality of the Services in order to meet service level targets and KPIs agreed in this SLA: SLAs for Incident Management and Support Service Request Management services stated in this Annex and Platform Service Availability and Downtime SLAs stated in this Annex.

Reporting will provide the measurement of performance data regarding the Service Availability target. Reports will be generally provided on or about the 15th business day following the last calendar day of the previous month in the Support Portal.

The Company shall ensure the average availability level will be at least 99.00% for each month calculated by UTC.

The average availability is calculated as follows:

$$\frac{(TotalMinutesInMonth - Downtime)}{TotalMinutesInMonth} * 100, \text{ where:}$$

TotalMinutesInMonth - Measured 24 hours at 7 days a week during a month.

Downtime - Total Minutes in the month during which the production version of the applicable Service (component, module or feature) is not available, except for Excluded Downtimes.

Exceptions and limitations

This SLA does not apply to any performance or availability issues:

- Due to factors outside Company's reasonable control, including force majeure events;
- Incidents created by the Operator's error or omission;
- Failure of the Operator to cooperate with the Company during testing, installation, maintenance, or troubleshooting activities;
- Failure in the parts of the platform, which have been customized by any third-party services or systems external to the Operator's System, non-Company implemented customizations or have been affected by customizations implemented by the Operator or third party;
- iGaming Platform interruptions, deficiencies, and degradations caused by third party service providers (outside of Company's control);
- For interruptions, deficiencies, degradations or delays not reported by the Operator to the Company;
- That results from DNS issues, DDOS attacks if those are not managed/monitored by the Company, public denial-of-internet to parts, or whole levels of the public internet, and/or threat levels causing the Company to take the service offline, to protect the integrity of customer data.

2.2.(v) Vulnerability protection.

iGaming platform contains solutions incorporated by top-tier security protocols as per industry standards, including

- Audits in compliance with ISO 27001:

These rigorous assessments ensure that the information security management systems in place align with international standards.

- PCI DSS audits:

These checks ensure adherence to the Payment Card Industry Data Security Standard, a mandatory compliance for any organization that handles cardholder data.

- Penetration Testing:

Regular pen-tests are conducted to detect any potential weaknesses in the system that could be exploited, thereby safeguarding against cybersecurity threats.

- Vulnerability Scanning:

This proactive measure involves regular scanning to identify and address any vulnerabilities in the system, enhancing the overall security of the payment gateway

which underline the Company's commitment to maintaining a secure, robust, and trustworthy platform for all clients.

The Company protects its services against attacks as follows:

Attack type	Description of SOC activities	Actions are taken by Security	Disclaimer
DDoS	Countering attempts to overload requests to one or more client's endpoints (domains) to disrupt the availability of endpoint (domain).	Within 30 minutes from the moment the attack is detected, the analysis of the situation will be conducted, and rules for blocking the attack will be formed and applied. If, after applying the rules, the attacker changes the attack pattern and continues the attack, a new rule is formulated within 15 minutes after the resumption of the attack.	The IT Security team guarantees a timely response to such types of attacks. The possible outcome of a DDoS attack is covered by the general uptime of the platform (99,00%).
Bruteforce	Countering attacks on players' accounts by brute-forcing (or password spraying) their credentials.	Within 30 minutes from the moment the attack is detected, the analysis of the situation will be conducted, and rules for blocking attacks will be formed and applied. If, after applying the rules, the attacker changes the attack pattern and continues the attack, a new rule is created within 15 minutes after the resumption of the attack. Up to 30 minutes after the attack was mitigated, all players' accounts that were compromised (accounts with successful logins, that were under attack), are passed to "curse" status (such status requires extra MFA procedure, which will prevent an attacker from further abuse of account).	IT Security team guarantees timely response to such types of attacks but does not cover possible impact to compromised players' accounts during the attack (before these accounts are "cursed").

Fake registration attack	Countering attacks that are aimed at mass registration of fake players' accounts on a brand	Within 30 minutes from the moment the attack was detected, the analysis of the situation will be conducted, and rules for preventing further registrations will be formed and applied. If, after applying the rules, the attacker changes the attack pattern and continues the attack, a new rule is formulated within 15 minutes after the resumption of the attack.	It Security team does not guarantee the absence of possible losses to the client (e.g. losses related to sms verification). A refund of such type for losses is not provided.
Attack on "Recovery" endpoint	Countering attacks, targeted at sending an enormous number of requests on recovery endpoints. (This type of attack may increase associated costs for verification sms) or may cause reputational risks for the client (players' dissatisfaction due to receiving a huge number of SMS)	Within 30 minutes from the moment the attack is detected, the analysis of the situation will be conducted, and rules for blocking the attack will be formed and applied. If, after applying the rules, the attacker changes the attack pattern and continues the attack, a new rule is formulated within 15 minutes after the resumption of the attack.	It Security team does not guarantee the absence of possible losses to the client (e.g. losses related to sms verification). A refund of such type for losses is not provided.
Other		Within 30 minutes from the moment the attack is detected, the analysis of the situation will be conducted, and rules for blocking the attack will be formed and applied.	

2.2.(vi) Services provided by Third Parties

The Company warrants that it has performed due diligence checks on and has studied the necessary certifications of each and every casino or sport provider for the content granted.

Notwithstanding the above, the Company makes no commitment under this document for the performance of the System, including, but not limited to quality or speed of response, to the extent adversely affected by any third-party services or systems external to the Company's System, non-Company implemented customizations except where the responsibility for service provision or fault correction expressly lies with the Company, as provided herein.

2.2.(vii) Root Cause Analysis.

The Operator has the right to request the Company to perform RCA (Root-cause analysis) in case of an unplanned downtime. The Company performs RCA and provides the summary according to the agreed with the Operator's schedule.

2.2.(x) Separately chargeable items and change management process.

A "change" within the context of this support and maintenance agreement refers to any proposed alteration, customization, integration, improvement or introduction of new features to any of the existing platform products, IT systems, services, components, or infrastructure. Such requests will be handled through a separate change management process and at additional cost as per the agreed rate card. Investigations needed in order to produce estimates for the Change request are included in the price of Customer Support Services.

Changes may include, but are not limited to:

- Customizations: tailoring iGaming platform to meet specific business needs or preferences of the Operator;
- New Integrations: incorporating external applications, services, payment providers, third party or data sources into the existing IT ecosystem to enhance functionality or data exchange;
- Development requests, implementation and introduction of new features, improvements, adding new capabilities, functions or modules to iGaming platform, its products, services or components;
- Enablers: defined as issue types that extend the architectural runway of the solution under development or enhance the performance of the Operator's development. Enablers involve modifications requiring code changes, development efforts, and, in some instances, downtime for implementation. These changes are primarily directed towards supporting the Operator's implementation of feature development, addressing refactoring needs, and building infrastructure. Examples of Enablers include but are not limited to API route modifications (splitting, extensions) and data flow modifications (extensions, detalization). Enablers are crucial for preparing the development environment and infrastructure to support the ongoing and future feature development, necessitating a more substantial modification effort compared to routine configuration adjustments.

Changes are subject to a formal change management process as outlined below. This process ensures that all changes are carefully evaluated, documented, approved, implemented and monitored in accordance with an agreed time plan to minimize disruptions, maintain system integrity and align with business objectives.

The Company reserves the right to reject any change request submitted by the Operator if, in the professional judgment of the Company, the requested change:

- poses a substantial risk to the stability, security, or performance of the existing platform;
- does not align with the agreed-upon business goals, objectives or best practices
- In case if the requested change is deemed unnecessary, excessive or does not provide clear business value or benefit to the platform, the Company should propose an alternative or better way to close the Operator's needs.
- violates any applicable laws, regulations, or compliance requirements

- is inconsistent with the agreed plan for changes, including scope, timeline or resource allocation

Prior to rejecting a change request, the Company shall make reasonable efforts to communicate its concerns and provide justification for the rejections to the Operator in a timely manner. The Operator and the Company shall collaboratively assess alternative approaches or modifications to the change request that may address concerns and better align with the platform's interests and objectives.

The Operator acknowledges and agrees that the Company's primary obligation is to ensure the continued stability, security and functionality of the platform. The Company's decision to reject a change request shall be based on this primary obligation and its commitment to delivering high-quality support and maintenance services.

3.1. Change Management process.

All changes are carefully evaluated by Company's product teams, documented, approved, implemented and monitored in accordance with an agreed time plan to minimize disruptions, maintain system integrity and align with business objectives.

Change Request Submission: any proposed or necessary changes, customizations, integrations, improvements, or new features must be submitted as a formal JIRA ticket as development request or change request. The change is assigned a JIRA Ticket ID for tracking.

Change Analysis, Estimation, Impact Assessment: upon receiving a change request, the change will be assigned to relevant product team for analysis, estimation and impact assessment including technical, operational and business implications

Change Planning and Documentation: product team will process the internal approval of the change and present the estimation and proposed solution to the Operator.

Change Approval: Once the change is approved from the Operator, the Company provides the plan for the implementation, testing and release of the change request. A change plan is developed, specifying all necessary steps and tasks for implementation. Proposed changes are subject to approval by a designated Change Approval Board (CAB) or a similar decision-making body of the Company. Approval criteria may include alignment with business objectives, impact analysis, and resource availability.

Change Implementation: changes are developed according to the agreed-upon plan and schedule.

Testing and Acceptance Testing: Testing is conducted to ensure that the change functions as intended and does not introduce unexpected issues. Quality assurance measures are taken to verify that the change meets predefined acceptance criteria. After implementation and internal testing, the change is reviewed by the Operator to confirm that it meets the specified objectives as Acceptance testing. Acceptance testing is happening in the user acceptance testing environment.

Change Closure: Once the change is successfully implemented in the production environment and validated by the Operator, it is formally closed in the change management system.

All changes, customizations, integrations, improvements and new features will be implemented according to an agreed-upon plan. The plan includes details such as scope of the change, timeline, resource allocation, and acceptance criteria. Changes that deviate from the agreed plan may require reevaluation and approval.

Costs, applied to changes. Change requests shall be chargeable based on man/days required for implementation. The cost of man/day is 500 eur/day.

Features, changes, or development that is a part of Company's strategically planned platform or product development may be implemented for free if the Operator accepts to wait until the feature is ready according to the Company's scheduled timeline. Alternatively, if the Operator wishes to expedite the implementation outside the scheduled timeline, these features are charged with the same rate as standard development changes if aligned with the regular planning cycle.

Emergency change procedures for handling emergency changes, which may be required to address critical issues or security vulnerabilities, are defined separately, on demand. Emergency changes are defined as those requiring immediate attention to address critical issues or situations that pose a significant risk to the operation or security of the system or which bring a significant value to the Operator. The cost of emergency changes will be evaluated and assigned individually on a case-by-case basis. The evaluation process will consider factors such as the complexity of the change, resources required, and the urgency of the situation.

4. Responsibilities of the Operator.

4.1 In connection with the Company's Service, the Operator shall provide all reasonable assistance requested by the Company necessary for the Company to deliver their services. The Operator understands that the Company's performance is dependent on the Operator's timely performance of its responsibilities, and timely decisions and approvals by the Operator.

4.2 The Operator will be available to give information and reach agreements. This includes:

- naming contact persons as well as persons to contact in case of difficulties;
- platform-oriented support in collecting, verifying and, if necessary, adjusting the relevant platform components and documentation,
- ensuring correct delivery of data and use of output data, as well as contractual use of IT resources and systems,
- ensuring that data protection and security guidelines are complied with by end users

4.3 The operator acknowledges that it has knowledge and skill particular to the business practices and information involved in the Services and will provide the Company reasonable access to Operator's respective resources as part of the Company's performance of Services.

5. Business Development, Governance and Escalations.

The Company and the Operator shall nominate contact persons for this Service Level Agreement.

The Company uses a combination of Ticketing system provided statistics, on-floor facilitation and monitoring, outgoing communication reviews, and client satisfaction feedback to maintain and upgrade the quality of interaction during support.

The contact persons shall be responsible for preparing change proposals to this Agreement and Annexes and present them to the Steering Group.

6. Methods of Communication.

All official notifications, requests, or communications between the Parties under this Agreement shall be made in writing and may be delivered by email.

Each Party shall designate a primary contact person responsible for receiving and responding to notifications. Any changes to these contact details must be promptly communicated in writing to the other Party.

Steering Group.

The Parties shall establish a steering group for the purposes of Services ("Steering Group"). The Steering Group consists of representatives of both Parties. The Steering will convene on a regular basis according to the agreed schedule during the term of this Agreement.

Steering Group shall oversee the performance of the Services and make decisions on the changes of the Services pursuant to the change control procedure described herein. Decisions of the Steering Group will be made unanimously and described in written meeting minutes. The meeting minutes will be signed by both Parties and each Party will receive a copy of the minutes. The Company is responsible for preparing the agreed material and reports for the Steering Group meetings.

Each party shall bear its own costs and expenses arising out of participation in the Steering Group.

ANNEX 3

FEE:

1. The Parties agreed that in consideration for the provision of the iGaming Platform and the License, the Operator shall pay to the Company the Monthly Fee as follows:

1.1. Monthly Fee in the amount of fifteen percent (15%) of such a month's Gross Gaming Revenue (negative GGR shall be taken as zero and no negative carryover shall be allowed).

Monthly Fee is payable for a reporting month upon the end of such month starting from the month of the Commencement Date.

Payments for the first 6 months are due by 28.02.2025, with subsequent payments to be made as per the deadlines outlined in clause 6.3. of the Agreement.

Any customization or third-party integration will come at an additional cost.