
Game Provision Agreement

Play'n GO Hungary Kft

And

DMG Solutions B.V.

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THIS GAME PROVISION AGREEMENT (this “**Agreement**”) is entered into on 10/05/2021 (the “**Effective Date**”) and made between:

- (1) **Play’n GO Hungary Kft**, Registration number CRN: Cg.01-09-171278, a company incorporated under the laws of Hungary, having its registered address at Deak Ferenc utca 3-5, 1052 Budapest, Hungary (“**Play’n GO**”); and
- (2) **DMG Solutions B.V.**, Registration number 148273, a company incorporated under the laws of Curaçao, having its registered address at Fransche Bloemweg 4, Curaçao (the “**Operator**”).

(1) and (2) above are separately referred to as a “**Party**” and jointly as the “**Parties**”.

1 BACKGROUND INFORMATION

- 1.1 Play’n GO is a provider of high-quality games and related software for online gaming and gambling services, all provided and hosted via Play’n GO as remotely accessed games.
- 1.2 The Operator is a provider of online casino services to Players (as defined below) on one or more gaming websites and/or mobile sites.
- 1.3 The Parties each hold the licenses, approvals and/or permits as required to provide the Games (“**Permits**” as defined below) and further services as set forth in this Agreement.
- 1.4 The Operator now wishes to obtain, and Play’n GO wishes to provide, the Operator with access to the Games (as defined below) and further related services as described in this Agreement. The Parties have agreed to enter into this Agreement for their mutual benefit for good and valuable consideration, all in accordance with the terms and conditions set out herein.

2 DEFINITIONS AND INTERPRETATION

For the purposes of this Agreement, the following terms and expressions, including their grammatical variations, shall have the meaning set forth below:

“Affiliate”	shall mean a company wholly owned by the Operator or wholly owned by a holding company that also wholly owns the Operator, directly or indirectly, provided always that the ultimate legal and beneficial owner of the holding company is the same individual or individuals.
“Agreement”	This document including any and all Appendices attached or referred to herein as well as any and all later amendments and additions agreed in writing.

“API”	shall mean Application Program Interface, i.e. the communication protocol used for communication between Play’n GO’s computer systems and other computer systems, such as the Operator’s user databases etc.
“Casino Result”	shall mean the Operator’s total Casino Result as calculated in accordance with Appendix 1.
“Confidential Information”	shall mean any and all information that a disclosing Party to this Agreement (the “Disclosing Party”) discloses to the other Party (the “Receiving Party”) as a consequence of the execution of this Agreement, regardless if such information is disclosed orally, in writing, by digital transfer or by any other means and regardless of whether it is designated as confidential or not. Confidential Information includes, but is not limited to, information about this Agreement, the Disclosing Party’s trade secrets, financial or commercial information (including non-public historical financial details), employee and customer details, drawings, know-how, techniques, systems, systems information, business and marketing plans, projections and forecasts of financial performance, current, future and potential business operations, plans and strategies, released or unreleased software as well as any other information that the Receiving Party is reasonably required to treat as confidential.
“Contract Year”	shall mean each period of twelve (12) months from the Effective Date.
“Effective Date”	The day first stated in this Agreement as the Effective Date.
“Forecast”	shall mean those forecasted total Casino Result amounts for each Contract Year as further set out in Section 13.
“Games”	shall mean those online games as Play’n GO generally makes available to its customers subject (i) to any regulatory requirements applicable in any part of the Territory, (ii) to any and all additional terms that Play’n GO may require in relation to a specific Game and (iii) subject to changes as set forth in Section 5.
“Go Live Date (Game Handover Date)”	shall mean subject to the satisfactory completion of the due diligence of the Operator in accordance with Section 7, the agreed date when the handing over of the

	production credentials takes place as determined in accordance with Appendix 2.
“Intellectual Property Rights”	shall mean any and all intellectual property rights, including without limitation copyright protected materials, source code, database rights, registered and unregistered trade-marks, registered and unregistered design rights, patents and patentable inventions, know how (regardless if patent-able or not) and all other rights of a similar nature in any jurisdiction.
“License”	shall mean the software license granted to the Operator and its Affiliates (if applicable) to use the Games as set forth in Section 3 and further on the terms of this Agreement.
“Permits”	shall mean any and all licenses, approvals and/or other permits, decisions by regulatory authorities, certifications or other allowances required by the applicable law in each part of the Territory in order for the Operator to legally provide the Games to Players in each part of the Territory.
“Permitted Regulated Market”	shall mean any Prohibited Jurisdiction or Prohibited Game where the Operator may regardless legally provide Games to Players by virtue of a valid Permit approved by Play’n GO as set forth in Section 6.6.
“Personal Data”	shall have the same meaning as the definition of “personal data” used in Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC with national implementations as applicable.
“Players”	shall mean the Players of the Games, being the individuals that play the Games as offered on the Operator’s gaming and gambling services.
“Prohibited Games”	shall mean any and all Games prohibited in one or several jurisdictions as informed by Play’n GO on its Operator resources online from time to time or as later notified by Play’n GO from time or otherwise is deemed prohibited in accordance with Section 6.5.
“Prohibited Jurisdictions”	shall mean those countries, states, provinces, territories or other geographic and/or Governmental areas as informed by Play’n GO on its Operator resources online from time to

time or as later notified by Play'n GO from time to time or otherwise is deemed prohibited in accordance with Section 6.5.

"Territory"

shall mean those Permitted Regulated Markets that are set forth in Appendix 2 and, if applicable, all other jurisdictions where the Operator may provide the Games to Players under the Parties valid Permits that are not Prohibited Jurisdictions or Prohibited Games.

"Website/s"

shall mean the Operator's websites and corresponding mobile sites used by the Operator to provide online gaming and gambling services to Players in the Territory. Appendix 2 contains a true and complete list of such Websites on the Effective Date.

3 GAMES SOFTWARE LICENSE

- 3.1 Play'n GO hereby grants to the Operator, and the Operator hereby accepts, a non-exclusive and non-transferable license to provide Players access to the Games solely in the Territory, on those Websites that are approved by Play'n GO and on the terms and conditions of this Agreement. The Operator is hereby expressly prohibited from sub-licensing the license provided to it in terms of this Section and furthermore acknowledges and understands that any breach of this prohibition will be deemed a material breach of this Agreement as provided for in Section 17.2(a).
- 3.2 The Games are provided by remote server access only. Players may only be granted access to the Games by way of the Websites and using each Player's account with the Operator. The Games will reside solely on Play'n GO's servers and no copies thereof will be made or made available to either the Operator or the Player's, save for any parts thereof that are required to be downloaded to the Players equipment to be able to play the Games as intended.
- 3.3 The Games may be provided on those Websites that are set forth in Appendix 2. Any additional Website where the Operator wishes to make the Games available to Players shall be notified in advance to Play'n GO and subject to Play'n GO's prior written approval, which approval may be subject to further terms, prior to any Games being provided on such Website.
- 3.4 The Parties agree that if any of the Websites are not approved by the relevant regulatory authority in any jurisdiction, the Operator may not provide any of the Games on such Websites unless and until the required Permit is granted. In the event that any approval related to such Website is subsequently revoked by the relevant

regulatory authority for any reason whatsoever, the Operator shall immediately cease providing the Games through the Websites concerned. Any and all liability, whether direct or indirect, incurred as a result of the Operator's provision of the Games through any unapproved or otherwise illicit Website shall be borne completely by Operator without any limitation of liability set forth elsewhere in this Agreement. Furthermore, the Operator shall indemnify and hold Play'n GO harmless from any cost, claim or proceeding as a result thereof.

4 INTENTIONALLY BLANK

5 THE GAMES

- 5.1 The License includes those Games that are generally made available by Play'n GO on the Effective Date subject to the Operators Permits and any additional terms that Play'n GO may require in relation to each Game.
- 5.2 Additional Games (or additional versions of existing Games) will be provided to the Operator provided that the new or additional Game or version thereof is fully compliant with the regulatory provisions and required Permits for each part of the Territory where the Operator may provide the Game. New Games and versions may be subject to additional terms and conditions as notified by Play'n GO prior to providing the Games concerned. The Operator has no obligation to accept any additional game offered. If accepted, the Operator will however be bound by such additional terms and conditions as notified by Play'n GO or as agreed in writing between the Parties.
- 5.3 Play'n GO has the right to, at any time and without stating any reason, discontinue provision of any of the Games in any part of the Territory by giving three months prior written notice. The Operator has no right to any deduction of the license fee or any other compensation as a result of Play'n GO's discontinuation of any Games.
- 5.4 Further to Section 5.3, Play'n GO has the right to immediately and without any liability what so ever remove or temporarily suspend the Operator's access to any or all of the Games in any part of the Territory if:
 - (a) either Party forfeits any of the Permits required to provide the Games to Players under this Agreement;
 - (b) the Operator's provision of the Games is non-compliant (or allegedly non-compliant) with its Permits or with any applicable laws and regulations as stated in Section 16 or in Appendix 2; or

- (c) there is a bona fide claim by a third party that any or all of the Games are infringing on such third party's Intellectual Property Rights.

6 THE TERRITORY

- 6.1 The Games are offered solely for use by Players in the Territory. The Operator is expressly not entitled to use any of the Games to provide Player access outside the Territory and/or in Prohibited Jurisdictions unless otherwise agreed by separate written agreement and shall take all reasonable technical measures to ensure that such prohibited access is avoided.
- 6.2 The Parties may add further Permitted Regulated Territories to the Territory by amending or replacing Appendix 2 by written agreement. Such amendment may be subject to further due diligence and further terms and may require further Permits as appropriate.
- 6.3 Play'n GO maintains a list of Prohibited Jurisdictions and such Games that may be prohibited in any jurisdiction available on Play'n GO's Operator resources online. Play'n GO shall use reasonable commercial efforts to maintain the list of Prohibited Jurisdictions up to date and to notify the Operator of changes to the Prohibited Jurisdictions or Games, it being understood that any failure to notify such changes shall neither affect that a jurisdiction becomes a Prohibited Jurisdiction or Prohibited Game nor shall it give rise to any liability for Play'n GO. From time to time, the current list of Prohibited Jurisdictions and Prohibited Games maintained on Play'n GO's Operator resources online is hereby expressly included in and forms an integral part of this Agreement by reference.
- 6.4 The Prohibited Jurisdictions include jurisdictions where the provision of the Games may be permitted provided that the Operator has the required Permits. Where the Territory includes such jurisdictions, the Operator may provide the Games there as agreed herein subject to the Operator at all times maintaining the required Permits, each such jurisdiction being a Permitted Regulated Market.
- 6.5 During the term of this Agreement, any jurisdiction regulating online gaming by law, regulation or legal proceedings whether criminal or civil, or otherwise prohibits any or all of the Games shall automatically be deemed a Prohibited Jurisdiction in whole or in relation to the Games. The same shall apply if a third Party asserts Intellectual Property Rights in any jurisdiction preventing use of the Games. If the aforementioned prevents use not to all but one or several of the Games in any part of the Territory, the relevant game shall automatically be deemed a Prohibited Game in those parts of the Territory concerned.

- 6.6 Any Prohibited Jurisdiction which subsequently legalizes online gaming or such Prohibited Games concerned shall remain a Prohibited Jurisdiction, or such Game shall remain a Prohibited Game, hereunder unless (i) the Operator can present a valid Permit for such Jurisdiction or Game, and (ii) Play'n GO gives express confirmation that the jurisdiction or Game is now a Permitted Regulated Market in relation to the Operator. Notwithstanding the foregoing, Play'n GO shall be entitled to exercise granting or refusal of such approval at its sole discretion and such approval may be subject to further terms. Any approval shall be subject to refusal or subsequent withdrawal by Play'n GO at any time if in Play'n GO's reasonable opinion, granting or maintaining such approval is likely to cause commercial, reputational, legal or regulatory risk for Play'n GO.
- 6.7 Play'n GO shall allocate a Product ID (PID) to the Operator as required. The PID allocated shall be communicated to the Operator in writing following the Effective Date and shall be deemed to constitute an integral part hereof. The Operator shall not at any time affect any changes in the control, and flow of traffic of the allocated PID for this specific Agreement without the prior written approval of Play'n GO, and any such changes shall furthermore only take effect upon the execution of an amendment to this Agreement in accordance with that provided for in Section 25 hereof. Any changes in the control, and flow of traffic of the allocated PID for this specific Agreement by the Operator in a manner contrary to that provided for in this section shall constitute a material breach of this Agreement.

7 DUE DILIGENCE

- 7.1 Prior to Play'n GO providing the Games to the Operator, its Affiliates if applicable and Players in any part of the Territory, Play'n GO shall complete due diligence of the Operator and its Affiliates to Play'n GO's satisfaction. Furthermore, Play'n GO may repeat due diligence at any time as Play'n GO deems required during the Term of this Agreement.
- 7.2 The Operator shall in all respects cooperate with Play'n GO or its duly appointed auditors in performing such due diligence, including without limitation to allow access to the Operators premises, books, records and other documentation as Play'n GO may reasonably require. Play'n GO shall perform the due diligence during office hours and on a minimum business interference basis.
- 7.3 The purpose of the due diligence is to confirm inter alia:
- (a) the due incorporation as well as the legal and financial capacity of the Operator and Affiliates concerned by this Agreement;

- (b) that the Operator and all Affiliates concerned by this Agreement holds all applicable licenses, approvals and/or permits required to provide the Games in each part of the Territory;
- (c) the identity of the directors of the Operator and each Affiliate concerned by this Agreement, and
- (d) the identity of the ultimate legal and beneficial owners of the Operator and all Affiliates, including actual beneficiaries in any holding trusts or fiduciary arrangements.

7.4 If Play'n GO in its reasonable discretion cannot complete the due diligence to its satisfaction, it may terminate this Agreement in accordance with Section 17.217.3 with-out any liability what so ever. Furthermore, the Operator may not derive any rights whatsoever hereunder prior to the successful completion of the due diligence.

7.5 The Operator shall forthwith give Play'n GO written notice of any change of the conditions relevant for the due diligence at any time during the term, including any changes in the relevant Affiliates. If such change would have caused Play'n GO, acting reasonably, not to approve due diligence if the change had existed at the original due diligence, then Play'n GO has the right to terminate this Agreement in accordance with Section 17.3 without any liability.

8 THE GO LIVE DATE (GAME HANDOVER DATE)

8.1 Play'n GO will provide and set up the required API between the Operator's Website and Play'n GO's systems no later than one day before the Go Live Date (Game Handover Date).

8.2 Play'n GO maintains and follows its own data retention policies with respect to data communicated between the Operator's Website and Play'n GO's systems across all jurisdictions within which it operates. Such data shall be kept online for 90 days and then archived for as long as is necessary due to legal and/or contractual obligations to which it is subject and in accordance with the said data retention policies. This notwithstanding, the Operator remains bound by all data retention requirements arising from laws and gambling regulations as are applicable to it. The Operator shall therefore take all appropriate steps as may be necessary to extract and archive all such data it requires for it to meet its applicable legal obligations in this respect.

8.3 The Games may not be made available to Players earlier than from the Go Live Date (Game Handover Date).

8.4 In the event that the agreed Go Live Date (Game Handover Date) passes and the Operator fails to make the Games available to Players, Play'n GO shall commence invoicing and require payment from the Operator of an additional monthly minimum fee amounting to **five thousand Euros (€5.000)** for the period commencing from the Go Live Date (Game Handover Date) until such time as the Games are actually made available to Players. Once the Games are made available to Players following the Go Live Date (Game Handover Date), the Operator shall be invoiced those fees stipulated in Appendix 2 of the Agreement.

8.5 In the event of lack of cooperation or Operator being unresponsive after a reasonable amount of time to Play'n GO on matters deemed material to this Agreement, which includes but is not limited to integrating the Games (whether direct or indirect), such failure shall be considered a material breach for the purposes of this Agreement, provided that Play'n GO has taken reasonable steps to obtain a response from the Operator.

9 SUPPORT

9.1 Play'n GO will use its commercial best efforts to ensure that the Games will, from the Go Live Date (Game Handover Date), operate materially in accordance with their specifications for twenty-four (24) hours/day, three hundred and sixty five (365) days/year, subject to the conditions set forth in Appendix 5.

9.2 In the event that the Operator accesses the Games via a third-party platform provider, the conditions set forth in Appendix 5 shall only apply with respect to Play'n GO's supply and availability of the Games to the third-party platform provider. This applies regardless of the method of integration through which such access is granted. For the avoidance of doubt, Play'n GO shall not be responsible for any deficit of availability which is caused through no fault of Play'n GO. It shall be the third-party provider that will then be responsible for guaranteeing uptime to the Operator. Furthermore, the Operator acknowledges that its relationship with the third-party platform provider is exclusive to them, with Play'n GO having no legal responsibility whatsoever towards the third-party platform provider.

9.3 Play'n GO will provide error corrections and other support in relation to the Games solely to the Operator in accordance with what is set forth in Appendix 5. This Agreement does not include support services to Players.

9.4 Any errors or other matters that the Operator wishes Play'n GO to attend to shall be reported to Play'n GO's support organisation as further set forth in Appendix 5.

10 WARRANTIES AND REPRESENTATIONS

- 10.1 The Parties each warrant and represent that they have the right to enter into and be fully bound by the terms of this Agreement, that they have full authority to do so and that they have taken any and all corporate measures required.
- 10.2 The Parties each warrant and represent that they have all applicable Permits required to provide the Games in all parts of the Territory on the Effective Date and that there are no circumstances known by either Party on the Effective Date that may cause such Permits to be cancelled.
- 10.3 Play'n GO warrants and represents that it has the right to grant to the Operator a licence or sub-licence to use the Games as contemplated by this Agreement.
- 10.4 Play'n GO warrants and represents that the Games are duly certified by a reputable testing house and are based on commonly used standard rules. Play'n GO has used its commercial best efforts to ensure that there are no bias and that random selection emulates live situations as much as is practically possible and commercially motivated with computer generated gaming situations.
- 10.5 Play'n GO warrants and represents that it has taken all commercially reasonable measures to protect the Games 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 standard in Play'n GO's field of business.
- 10.6 The Operator hereby represents and warrants that it will test all Games prior to making them available to Players such as to ensure that (i) it is familiarised with the Game's characteristics and specifics and with any and all features and promotional tools also made available to the Operator, and (ii) the Games and all said features and promotional tools are not in any manner objectionable to the Operator.
- 10.7 Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents to the other that the execution, delivery and performance of this Agreement has been fully and validly authorized by all necessary corporate action and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

11 LIABILITY

- 11.1 SAVE AS EXPRESSLY PROVIDED IN SECTION 10 ABOVE, THE GAMES AND THE FURTHER SERVICES PROVIDED UNDER THIS AGREEMENT SHALL BE PROVIDED "AS IS" AND "WHERE IS" WITHOUT ANY WARRANTY OF ANY KIND, INCLUDING WITHOUT

LIMITATION ANY IMPLIED, EXPRESS OR STATUTORY WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF FUNCTIONALITY, COMPLETENESS OR ACCURACY, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, LACK OF VIRUSES OR FREEDOM FROM INFRINGEMENT. FURTHERMORE, THE OPERATOR ACKNOWLEDGES THAT THE SOFTWARE IS NOT, AND WILL NOT BE, ERROR FREE AND RUN WITHOUT ANY INTERRUPTION.

- 11.2 Each Party's maximum liability for direct damages under this Agreement to the other Party shall always be limited to fifty percent (50%) of the amount in fees hereunder actually paid by the Operator to Play'n GO during the calendar year during which such liability arises, or in case the liability is related to several calendar years, to the calendar year to which such liability allegedly relates that has the highest amount. Each Party releases the other Party from all obligations, liability, claims or demands in excess of the aforementioned limitation.
- 11.3 The Parties shall not be liable for any indirect damages or losses that may occur as a consequence of this Agreement or any use of the Games whatsoever, such as any loss of profit, loss of savings or other consequential damage.
- 11.4 The above stated limitations of liability shall not apply in case of acts of gross negligence or wilful misconduct by the liable Party or anyone acting on its behalf, or if expressly stated elsewhere in this Agreement.
- 11.5 Furthermore, it is understood that the Operator is fully and solely responsible for payment of all winnings regardless if made in cash or by other means, including without limitation any Jackpot Payouts (as defined in Appendix 1), to Players, and is required to ensure that it retains sufficient funds to fulfil such payments.

12 PROCESSING OF PERSONAL DATA

It is understood that the Parties shall not process any Personal Data of the Players that is not strictly necessary for the due provision of the Games to Players as intended. Notwithstanding the foregoing, Play'n GO will need to process certain Personal Data in order for the Games to function as intended, to prevent fraudulent use and to ensure responsible gambling. Play'n GO's processing of Personal Data is subject to the data processing terms concluded between the Parties and attached to this Agreement as Appendix 8.

13 FORECASTS

- 13.1 The Parties have agreed on the Forecasted Casino Results set forth in Appendix 6 for each Contract Year set out therein.

- 13.2 Once the Agreement has remained in force beyond the agreed Forecasts as set forth in Appendix 6, the Parties shall agree on the following Contract Year Forecast no later than by the end of the tenth month from the month of the Effective Date. If the Parties are unable to agree on such Forecast by such date, the Forecast for the coming Contract Year shall be deemed agreed as the higher of (i) the total Casino Result actually achieved by the Operator during the current Contract Year, or (ii) the agreed Forecasted total Casino Result for the current Contract year, and in both alternatives increased by an additional ten percent (10%).
- 13.3 If the total Casino Result actually achieved during any Contract Year is lower than the Forecast for such Contract Year, or if it becomes apparent that the Operator will not achieve the Forecast during any Contract Year, the Parties shall discuss viable options and measures to be taken by the Operator in order to achieve the Forecast during the current Contract Year or no later than the following Contract year. Notwithstanding, should Play'n GO in its sole discretion not find the measures discussed sufficient, or if Play'n GO deems that the Operator is not likely to achieve the Forecast, then Play'n GO may in its sole discretion terminate the Agreement immediately by thirty (30) days written notice.

14 PRICE AND PAYMENT

- 14.1 In consideration of the provision of the Games and other services under this Agreement by Play'n GO to the Operator and applicable Affiliates, the Operator shall pay to Play'n GO those fees that are set forth in Appendix 2. The fees shall consist of a monthly revenue share with the agreed percentage of the total and aggregated monthly Casino Result achieved by the Operator and all Affiliates jointly. The fees may also consist of set up fees and other fees in relation to each part of the Territory, each Website and a monthly minimum fee, all as set forth in Appendix 2. Furthermore, should Play'n GO agree to take expenses such as official fees related to applicable Permits or other expenses required, Play'n GO may require compensation for any and all expenses as specified from time to time.
- 14.2 Any agreed set up fees are payable no later than ten (10) days from the Effective Date against a corresponding invoice.
- 14.3 Revenue share is payable monthly in arrears. Prior to the fifteenth (15th) day of each calendar month, Play'n GO shall provide the Operator with a statement showing all fees accrued in accordance with this Agreement in respect of the preceding calendar month together with an invoice for the amount due and payable to Play'n GO. Each invoice shall be due and payable in one full payment by the Operator no later than fifteen (15) days from the date of the invoice. The said fifteen (15) day period shall act as a contractual time bar period within which the Operator may raise any valid

contestation of the calculation made by Play'n GO in the issuing of the said invoice. Consequently, no claim or contestation of whatever nature may be raised by the Operator after the expiry of the fifteen (15) day period referred to in this Section, at end of which the amount due on the relative invoice shall be deemed as conclusively certain, liquid and due. For the avoidance of doubt the Operator's obligation to pay each invoice shall not be extinguished unless payment is made directly from the Operator's bank accounts. Play'n GO reserves the right to reject payments made from individual accounts or from accounts held by different entities and/or private individuals.

- 14.4 In addition to the fees set forth in Section 14.1 the Operator shall be liable to pay those applicable Third Party License Fees as defined and calculated in accordance with Appendix 1.
- 14.5 Further in addition to the fees set forth in Section 14.1 the Operator shall be liable to pay any and all applicable value added tax any and all other similar taxes, charges and levies, save for taxes based on Play'n GO's income, that may apply to the fees. Such taxes, charges and levies shall be added to the invoice as mandated by applicable law. Should Play'n GO be required to make any further such payments to any tax authority, the Operator shall on Play'n GO's first demand indemnify and hold Play'n GO harmless in respect of any such taxes, charges and levies.
- 14.6 In case of late payment, late payment interest shall accrue at the rate of eight per-cent (8%) per annum, from the date when payment became due and until full payment has been made.
- 14.7 In addition to interest in accordance with Section 14.6 above, and in addition to any other remedies available to Play'n GO, Play'n GO has the right to, in case of late payment, at Play'n GO's sole discretion and by providing the Operator with at least twenty-four (24) hours' notice of its intention to do so, suspend the Operator's access to the Games (and consequently all Player's access to the Games) until full payment has been duly received by Play'n GO. Once full payment has been received, full access to the Games shall be restored as soon as reasonably possible and in any event within twenty-four (24) hours of the payment having been received by Play'n GO.
- 14.8 During the term of this Agreement and for a period of one (1) year after the expiry or termination thereof, the Operator agrees to keep full and proper books and records of accounts relating to the calculation and payment of the fees hereunder.
- 14.9 Play'n GO shall have the right at any time but no more than once during each calendar year during the term of this Agreement, and for one (1) year thereafter, to audit and make copies of such books and records of the Operator and all Affiliates concerned

during regular business hours and on a minimum business interference basis. The Operator agrees to provide Play'n GO's designated audit or inspection team access to all relevant books, records and facilities. If the audit reveals that the Operator has not duly paid all licence fees actually accrued then the difference shall be immediately payable in full including any late payment interest from each actual due date until full payment is made. In addition, if the difference exceeds five percent (5%), the Operator shall reimburse Play'n GO for its documented audit cost.

15 THE OPERATOR'S MARKETING COMMITMENTS

- 15.1 The Operator shall ensure that all its marketing and advertising is made consistent with any and all applicable advertising laws and regulations, including any and all specific requirements related to advertising of gaming and gambling services.
- 15.2 The Operator must comply immediately with any written request from Play'n GO to amend or cease any marketing if such marketing is, in Play'n GO's opinion, either (i) non-compliant (or allegedly non-compliant) with such applicable advertising laws and regulations or (ii) is otherwise objectionable.
- 15.3 The Operator undertakes to market the Games and use commercially reasonable efforts to maximise the Casino Result derived from the Games, including without limitation performing such marketing and other promotions it deems necessary.
- 15.4 Notwithstanding the Operator's general marketing commitment as set forth in this Section 15 the Operator shall as a minimum include those marketing commitments as set forth in Appendix 7. The Parties may later agree on further marketing commitments by written agreement.

16 PERMITS AND COMPLIANCE

- 16.1 Play'n GO undertakes to provide the Games and its services in compliance with all applicable Permits during the term of this Agreement provided always that the requirements (regardless if legislative or in practice) to maintain the required Permits does not place a commercially unreasonable burden or cost on Play'n GO. Play'n GO shall immediately notify the Operator in any event that (i) the aforementioned permits are revoked for any reason or (ii) if Play'n GO does not intend to maintain the same. In such cases, the Operator shall be entitled to terminate this Agreement in relation to those parts of the Territory that is affected concurrent with the expiry of the Permits by written notice as set forth in Section 17.2.
- 16.2 The Operator and all applicable Affiliates are fully and solely responsible for obtaining and maintaining any applicable Permits required from time to time to provide the Games to Players in all parts of the Territory where the Operator provides its services,

if any, including without limitation such Permits set forth in Appendix 2. The Operator shall be fully and solely responsible for its own and its Affiliates' assessment of the general legality to provide online gaming services to Players in each part of the Territory.

- 16.3 In the event that any of the Operators and the Affiliates Permits are revoked for any reason or the Operator's assessment of the general legality to provide online gaming services in the Territory may reasonably be found incorrect, Play'n GO shall be entitled to immediately terminate this Agreement in whole or in relation to any affected part of the Territory by written notice as set forth in Section 17.2.
- 16.4 The Operator is required to present any and all relevant Permits, including those of its Affiliates, to Play'n GO upon Play'n GO's first demand. Play'n GO is entitled to postpone or suspend the provision of any of the Games until valid Permits are presented to Play'n GO by the Operator.
- 16.5 The Operator shall immediately notify Play'n GO of all relevant licensing information including without limitation (i) any changes in applicable regulatory or licensing requirements, (ii) the potential of a licensing review, the risk of licence revocation, (iii) any additional licenses required or to be used for the provision of the Games to Players by the Operator or its Affiliates in the Territory, or (iv) any regulatory proceedings or other sanctions that are instituted or threatened against the Operator or any of its Affiliates.
- 16.6 The Operator shall furthermore provide such additional information and documentation as Play'n GO may reasonably require and in such manner as Play'n GO directs from time to time, including without limitation information on the registration country of all individual Players.
- 16.7 Play'n GO will upon reasonable prior notice provide reasonable assistance in relation to the Games and the use thereof, to the extent such assistance is necessary to maintain the Operators applicable Permits. Play'n GO may charge for such work in addition to the fees set forth in Section 134 on a time and materials basis in accordance with its current consultancy fees as applicable from time to time.
- 16.8 The Operator is solely liable for and shall on Play'n GO's first demand without any limitation set forth elsewhere in this Agreement indemnify and hold Play'n GO harmless from and against any and all costs, claims and proceedings made against Play'n GO (including legal fees) arising from the Operator's or its Affiliates (i) non-compliance (or alleged non-compliance) with any applicable laws and regulations related to the provision of the Games, (ii) breach of this Section 16 or (iii) any provision of the Games contrary to the terms of this Agreement.

17 TERM AND TERMINATION

- 17.1 This Agreement shall enter into force on the Effective Date and shall thereafter remain in force for a period of **three (3) months** (the “**Initial Term**”). Thereafter the Agreement shall remain in effect until further notice until terminated by either Party by giving three (3) months’ written notice expiring no earlier than the end of the Initial Term.
- 17.2 Each Party shall have the right to immediately terminate this Agreement by written notice if:
- (a) the other Party by any act or omission commits a material breach (or several breaches that jointly may be deemed material) of this Agreement, including without limitation the failure to duly pay any invoices in accordance with that provided for in Section 14.3, and such breach (or breaches), if capable of remedy remains unremedied fifteen (15) days from the defaulting Party having received a notice requesting remedy;
 - (b) the other Party becomes insolvent or starts negotiations about a composition with its creditors or a petition in bankruptcy is filed by or against it or it makes an assignment for the benefit of its creditors, enters into voluntary or involuntary liquidation, has a receiver appointed over all or parts of its assets or it becomes evident that the other Party is, or will be, unable to perform its obligations under this Agreement;
 - (c) either one of the Parties forfeits any of the Permits required to provide the Games to Players in a part of the Territory or the Territory as a whole, where such termination may in the sole discretion of the terminating Party may be made for the affected part of the Territory or the entire Agreement;
 - (d) if the other Party by its acts or omissions may jeopardise the Permits of the non-defaulting Party; or
 - (e) the other Party has committed a breach of Section 28 with regard to Confidentiality. The fifteen (15) day period for remedy provided for in section (a) shall not apply to this material breach.
- 17.3 Play’n GO shall have the right to immediately terminate this Agreement in whole or in part by written notice without any liability whatsoever and without derogating from its other rights and remedies if:
- (a) there is a change of control in the Operator by way of a merger, shareholding, board representation or voting arrangement, that has not been approved by Play’n GO in writing and in advance;

- (b) Play'n GO in its reasonable discretion cannot complete the due diligence in Section 7 to its satisfaction;
- (c) the conditions for the Operator are no longer compliant with the completed due diligence in Section 7 and (i) such non-compliance remains unremedied fifteen (15) days from the day Play'n GO requests remedy; or (ii) if the Operator has not immediately notified Play'n GO of the non-compliance when it occurred; or
- (d) the Operator's assessment of the legality of the provision of online gaming in any part of the Territory may reasonably be found incorrect.

17.4 Upon termination or expiry of this Agreement regardless of reason:

- (a) the Parties shall, within twenty (20) days, pay to the other Party any and all outstanding compensations, reimbursements and debts on such day;
- (b) Play'n GO may immediately cease to provide access to the Games and any parts thereof; and
- (c) the Operator shall immediately return or destroy any materials and documentation in relation to the Games and copies thereof provided to the Operator by Play'n GO under this Agreement, if any, and certify in writing that no copies thereof are retained. Notwithstanding the foregoing, the Operator may however retain a copy of any such data or materials to the extent that the Operator is required to retain such information pursuant to law or regulatory requirements. If such copy is retained, it may only be used as required to comply with such legal or regulatory requirements.

17.5 Sections 11, 14.8, 14.9, 16.8, 17.4, 17.5, 18, 28 and 29 shall survive and remain in full force and effect regardless of any termination or expiry of this Agreement.

18 INTELLECTUAL PROPERTY RIGHTS

- 18.1 Any and all Intellectual Property Rights in the Games or other materials licensed hereunder is and shall remain the exclusive property of Play'n GO or its licensors. No assignment or transfer of any such rights shall occur or be deemed to occur as a consequence of this Agreement.
- 18.2 Play'n GO undertakes to defend the Operator from and against any claim or action that the possession or use of the Games, or any part thereof, made in accordance with the terms of this Agreement infringes the Intellectual Property Rights of a third party (a "Claim") and shall fully indemnify and hold harmless the Operator from and

against any losses, damages, costs (including all legal fees) and expenses incurred by or awarded against the Operator as a result of, or in connection with, any such Claim.

18.3 Indemnification as set forth in Section 18.2, if any third party makes a Claim or notifies an intention to make a Claim, is however conditioned upon that the Operator:

- (a) without delay gives written notice of the Claim to Play'n GO, together with a copy of the claim or otherwise specifying the nature of the Claim in reasonable detail;
- (b) makes no admission of liability, agreement or compromise in relation to the Claim without the prior written consent of Play'n GO;
- (c) allows Play'n GO full control and conduct of the defence or settlement of the Claim, and
- (d) provides all reasonable assistance to Play'n GO in the defence or settlement of the Claim, on Play'n GO's reasonable expense.

18.4 Without prejudice to Section 18.2, if any Claim is made, or in Play'n GO's reasonable opinion is likely to be made, against the Operator, Play'n GO may, at its sole option and expense either;

- (a) procure for the Operator the right to continue using the Games concerned in accordance with the terms of this Agreement;
- (b) modify the Games, so that they cease to be the subject of a Claim or Play'n GO's reasonable assessment no longer at risk of being infringing, or
- (c) replace the Games with non-infringing versions, provided that if Play'n GO modifies or replaces the Games, the modified or replacement Games must comply with the warranties contained in this Agreement.

19 NOTICES

19.1 Any and all notices sent or required under this Agreement shall be made and delivered to the Parties to the address set forth in the Parties section of this Agreement unless otherwise notified.

19.2 Notices shall be deemed duly sent and received:

- (a) If by registered prepaid mail, seven (7) days from the date of sending as evidenced by the sender's receipt;
- (b) If by courier or hand delivery, on actual receipt;

- (c) If by fax or e-mail, on the day of sending provided that the receiver has duly confirmed receipt.

19.3 Notices concerning the Operator's Permits, changes in the Operator's Websites or changes in the Operator's group structure or ownership as well as any notice required under Section 16 shall in order to be deemed properly made always include an e-mail to the account manager assigned to the Operator by Play'n GO on his/her e-mail address and to the Play'n GO Compliance department on compliance@playngo.com.

20 FORCE MAJEURE

Neither Party hereto shall be deemed in default hereunder or liable for any loss or damage resulting from delays in performance or from failure to perform or comply with the terms of this Agreement due to any causes beyond its reasonable control, which causes include but are not limited to, riots and insurrections, war, accidents, fire, strikes and other labour difficulties (whether or not the Party hereto is in a position to concede to such demands), embargoes, lack of or inability to obtain export permits or approvals necessary or acts of civil or military authorities.

21 NO WAIVER

The failure of either Party hereto to insist upon the strict adherence to any term of this Agreement on any occasion shall not be considered as a waiver of any right hereunder nor shall it deprive that Party of the right to insist upon the strict adherence to that term or any other term of this Agreement at some other time.

22 ENTIRE AGREEMENT

This Agreement expressly replaces and supersedes any and all other agreements, oral or written, between the Parties hereto with respect to the subject matter hereof.

23 COSTS

Each Party is responsible for its own costs in relation to the preparation and performance of this Agreement, including but not limited to fees and costs for its own representatives, advisors, brokers and other intermediaries and authorities.

24 HEADINGS

Headings are used in this Agreement for convenience only and shall not affect any construction or interpretation of this Agreement.

25 AMENDMENTS

No amendments, changes, revisions or discharges of this Agreement, in whole or in part, shall have any force or effect unless set forth in writing and signed by the Parties hereto. Oral side agreements hereto are expressly void.

26 SEVERABILITY

If any provision in whole or in part of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, then the provision in question shall be deemed removed and the remaining provisions shall remain in full force and effect and the Parties shall without delay agree on a replacement provision that as far as legally possible achieves the same or commercially similar effect as the invalidated provision.

27 ASSIGNMENT

Play'n GO is entitled to wholly assign and (if applicable) novate this Agreement to a third party within its group of affiliated companies. The Operator may not wholly or partly assign, novate, sub-contract, pledge or otherwise encumber any of its rights and/or obligations under this Agreement to any third party, except as expressly stated herein or with the prior written consent of Play'n GO, which consent may be subject to further terms and conditions.

28 CONFIDENTIALITY

28.1 Except as otherwise indicated in this Agreement, the term "Disclosing Party" also includes all Affiliates of the Disclosing Party and, except as otherwise indicated, the term "Receiving Party" also includes all Affiliates of the Receiving Party.

28.2 The Parties hereby undertake to:

- a) Refrain from disclosing any Confidential Information of the Disclosing Party to third parties without prior written authorization from the Disclosing Party;
- b) Take reasonable security precautions, at least as great as the precautions it takes to protect its own confidential information, but no less than reasonable care, to keep confidential the Confidential Information of the Disclosing Party;
- c) Refrain from disclosing, reproducing, summarizing, distributing and/or otherwise using Confidential Information of the Disclosing Party except to the extent that it is required for the Purpose; and
- d) Refrain from reverse engineering, decompiling or disassembling any software code, database, scripts or other similar material disclosed by the Disclosing

Party to the Receiving Party under the terms of this Agreement, except as expressly permitted by applicable law.

28.3 The confidentiality undertakings set forth in Section 28.2 shall not apply to Confidential Information that:

- a) the Receiving Party can evidence to be publicly available without any breach of this confidentiality undertaking;
- b) the Receiving Party can evidence to have been in the possession of the Receiving Party without restrictions on disclosure prior to receiving it from the other Party;
- c) the Receiving Party lawfully receives from a third party without restrictions on disclosure; or
- d) the Receiving Party is required to disclose as a consequence of mandatory law, final court order or a final order from an authority of competent jurisdiction or other regulatory or stock market requirements, provided that the Receiving Party either (i) gives the Disclosing Party reasonable notice prior to such disclosure to allow the Disclosing Party a reasonable opportunity to seek a protective order or equivalent, or (ii) obtains written assurance from the applicable judicial or governmental entity that it will afford the Confidential Information the highest level of protection afforded under applicable law or regulation. Notwithstanding the foregoing, the Receiving Party shall not disclose any computer source code that contains Confidential Information of the Disclosing Party in accordance with a judicial or other governmental order unless it complies with the requirement set forth in subsection (i) of this Section but shall in such case endeavour to consult with the other Party prior to any such disclosure.

28.4 The Receiving Party shall ensure that Confidential Information is disclosed only to such employees, officers or advisors of the Receiving Party that require such information on a need-to-know basis and that are bound to confidentiality undertakings no less strict than those of this Agreement.

28.5 The Receiving Party shall notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement by the Receiving Party and its employees and consultants and will cooperate with the Disclosing Party in every reasonable way to help the Disclosing Party regain possession of the Confidential Information and prevent its further unauthorized use or disclosure.

- 28.6 This Section 28 shall survive any termination or expiration of this Agreement for a period of five (5) years following termination or expiration, as applicable.

29 DISPUTES AND GOVERNING LAW

- 29.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed and construed in accordance with the substantive laws of Malta.
- 29.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC").
- 29.3 The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators. The seat and place of arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be English and the award shall be given in English.
- 29.4 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall, in the first instance, be discussed between each Party's respective board of directors or by authorised representatives of a Party as nominated by the board of directors of that Party. The Parties shall only be permitted to submit the dispute to the SCC if such negotiations still fail to settle the dispute after a period of thirty (30) days from a Party invoking such negotiations by written notice, at which time either Party shall be free to make a claim under arbitration.
- 29.5 Where a dispute hereunder may involve any Affiliate in addition to the Parties, such Affiliate shall be deemed bound by the same Arbitration Clause as set forth herein by reference, and such dispute may be determined by the same arbitrators under the same proceedings unless the arbitrators finds this manifestly inappropriate.
- 29.6 Play'n GO remains free to make claims for undisputed invoices overdue with any court of competent jurisdiction.

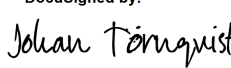
Until signed by both Parties, this Agreement constitutes a non-binding offer to enter into an agreement on the terms set forth in this Agreement. Such offer shall however automatically

expire 30 days from the final version of the Agreement has been presented to the Operator by e-mail, and the terms offered are following such time no longer valid unless confirmed by Play'n GO even if signed by both Parties thereafter.

This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all of which together shall constitute one and the same agreement. Digital signatures to this Agreement shall have the same effect as physical delivery of the paper document bearing the original signature.

[Date] 15/5/2021

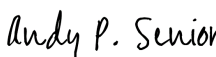
Play'n GO Hungary Kft

DocuSigned by:

EB9398364E994BB...

Johan Tornqvist
Director

[Date] 10/5/2021

DMG Solutions B.V.

DocuSigned by:

8780458C677848F...

Andy P. Senior
Director

10/5/2021

DocuSigned by:

3508179679034CB...
Christopher Van Rosberg
Director

Appendix 1

Casino Result

1 DEFINED TERMS

For the purposes of this Appendix 1, the following terms and expressions shall have the meaning set forth below, in addition to those terms set forth in Section 2 of the Agreement.

“Bets” shall mean the total and aggregated amount of the combined real money bets by players on each, any and all of the Games or Third Party Game each relevant calendar month.

“Bonus Cost” shall mean the lower of (i) the total amount of bonus that has been paid to Players or (ii) **10% (ten per cent)** of Bets less Win, during each relevant calendar month. This is also applicable for the promotional feature known as Free Games. No amount shall however be considered Bonus Cost unless the Operator substantiates such amount by written evidence reasonably acceptable by Play’n GO clearly showing as a minimum requirement, the following for each individual bonus payment:

- (a) the bonus amount paid (Bonus costs which are the result of **Bonus Bets less Bonus Wins** during each relevant calendar month (including currencies, conversion rates, and total bonus cost summation, free games from Play’n GO’s back office) can only be accepted with the overview sent from GMT);
- (b) the time and date of payment, whereby each transaction must be dated;
- (c) the Player ID concerned (excluding any personal data including Player name); and
- (d) the game ID or game title concerned for each transaction;

If applicable, the ‘Free Game Report’ available to the Operator by means of the back office is also to be submitted. No payment will be considered Bonus Cost unless such written evidence is complete and duly provided no later than three (3) days from the end of each relevant calendar month by means of an email sent by the Operator to economy@playngo.com keeping the Account Manager in copy and clearly indicating the name of the Operator’s contracting party.

“Gross Gaming Revenue” shall mean Bets less Wins.

“Jackpot Changes” shall mean the total amount of Jackpot Contributions each relevant calendar month less Jackpot Payouts. Where the Jackpot Changes are of a

value below zero (0) and hence of a negative sum, the Jackpot Change amount shall not be set to zero (0).

“Jackpot Contribution” shall mean the total share of Bets being used as deposition for Jackpot Payouts.

“Jackpot Payout” shall mean the total amount paid as jackpots to Players including the initial seed value if applicable.

“Third Party Game” shall mean those games set forth in Section 3 of Appendix 1 of this Agreement or later agreed between the Parties

“Third Party License Fee” shall mean additional fee for any game where Play’n GO pays a fee for using such Third Party Game as part of the Games. Fees are determined in Section 3 of Appendix 1 of this Agreement. For the avoidance of doubt, a Third Party License fee shall be paid in addition to what is paid as fee on the Casino Result.

“Win” shall mean the total amount of real money won by players using the Games or Third Party Game each relevant calendar month.

2 CALCULATION OF CASINO RESULT

2.1 The Casino Result shall be calculated as follows:

Casino Result = Bets less Win less Bonus Cost less Jackpot Changes

2.2 Play’n GO’s casino administration system shall be used to determine the Casino Result.

3 THIRD PARTY LICENSE FEES

3.1 **Third Party License Fee = Bets less Win** for the Third Party Game concerned times X percent, where X shall be the percentage set forth in the following table:

Game:	%
Casino Hold’em	3,5%
Hugo	3,0%
Hugo 2	3,0%
Hugo Goal	3,0%

Hugo's Adventure	3.0%
Bugs Party	2,0%
Flying Pigs	2,0%
Twisted Sister	4,0%
Nyjah Huston Skate for Gold	4,0%
Saxon	4,0%
Halloween	4,0%

- 3.2 All fees for Third Party Games shall be calculated separately for each Third-Party Game, including for each separate Hugo Game. Furthermore, wherever the Gross Gaming Revenue is negative for any individual Game, the fee for that individual Game shall be zero (0). The negative difference in sum shall not be deductible against any other Games.
- 3.3 In the event that Play'n GO is to make available any further Third-Party Games throughout the Term of this Agreement, Operator will be notified of this by email notification, and acceptance thereof by any Operator employee, agent or representative will amount to agreement between the Parties in this respect, with the Third-Party Games covered in such notification being then deemed to form part of the list of Third-Party Games contained in Section 3.1 of this Appendix. This email notification shall be deemed to be a valid notification notwithstanding the 'Notices' section under Section 19 of this Agreement.

Appendix 2

The Territory and related terms

This Appendix contains the agreed Territory per country and related terms.

1 GENERAL FEES APPLICABLE

The following fees shall apply:

- (a) Set up fee: **25,000.00 EUR (twenty five thousand euros)** payable on invoice immediately following the Effective Date. The amount of **15,000.00 EUR (fifteen thousand euros)** shall be deductible on subsequent invoices issued pursuant to this Agreement.
- (b) Monthly minimum fee: **2,500.00 EUR (two thousand and five hundred euros)** applicable from the fourth month until the sixth month after Go Live Date. **5,000.00 EUR (five thousand euros)** applicable from the seventh month after Go Live Date and indefinitely thereafter.
- (c) Revenue Share: **12% (twelve per cent)** of the Operator's Casino Result.

The commercials under this Appendix 2 shall only apply to the Parties and Affiliates under this Agreement only. In the case of any change in ownership or shareholding of the Parties or the Affiliates, the commercials shall not automatically be transferable to any other party outside of this Agreement, and the Parties shall have the option to renegotiate the commercials in good faith.

2 NON-REGULATED MARKETS

2.1 Go Live Date (Game Handover Date)

Subject to due diligence being completed to Play'n GO's satisfaction, the Go Live Date (Game Handover Date) shall be six (6) weeks from the date on which the last signature has been affixed to this Agreement.

2.2 Permits held by the Operator

The Operator has the following Permits:

Permit holder: **DMG Solutions B.V.**

Permit type: **Curaçao eGaming License**

Permit number: **1668/JAZ**

Allocated PID: to be communicated by Play'n GO to the Operator in accordance with the provisions of Section 6.7 of the Agreement.

2.3 Websites on the Effective Date

On the Effective Date, the below is a true and complete list of Websites where Operator will provide the Games:

www.heycasino.com

www.moicasino.com

www.yaacasino.com

3 SPECIFIC REGULATORY REQUIREMENTS

3.1 If the following countries are part of the Territory, the Parties undertakes to comply with those terms that are set forth below in addition to what is generally set forth in the Agreement and otherwise in the various regulatory regimes applicable to the Territory.

3.2 Further terms may be added by notice from Play'n GO.

3.3 UK specific terms

3.3.1 All websites and mobile sites shall be listed on the United Kingdom Gambling Commission public register, available here or at a corresponding webpage: <https://secure.gamblingcommission.gov.uk/gccustomweb/PublicRegister/PRSearch.aspx>

3.3.2 Play'n GO shall provide the Operator with compliance related material as requested by the licensing requirements.

3.3.3 The UK Gambling Commission has instituted requirements that the Return to Player ("RTP") percentages are monitored and measured live and any under- or overpayments in relation to the advertised RTP shall be reported by Play'n GO to the Operator so that the Games can be taken offline if incidents arise. Play'n GO shall implement such live RTP monitoring measures as are required by Part 5.6 of the UK Gambling Commission's Testing Strategy for Compliance with Remote Gambling and Software Technical Standards available at <http://www.gamblingcommission.gov.uk/pdf/Testing-strategy-for-compliance-with-remote-gambling-and-software-technical-standards.pdf>. (the "Testing Strategy").

Play'n GO's live RTP measuring shall ensure that the RTP remains within a reasonable standard deviation from the advertised RTP for such Game.

- 3.3.4 Play'n GO shall without delay report any cases where the RTP deviates from the advertised RTP to such extent that requires an affected Game to be taken offline.
- 3.3.5 Play'n GO shall retain RTP data for the duration of this Agreement and a reasonable period thereafter to enable compliance with the Testing Strategy, including reasonable assistance and participation (as applicable) in annual games testing audits as required by the Testing Strategy.
- 3.3.6 Operator expressly agrees that it shall implement appropriate verification systems with the scope of preventing access to Underage Individuals to whole or parts of the Operator's websites and/or the Games, as required in terms of any and all applicable legislation, rules, guidance and/or regulator notices. The Operator shall ensure that it shall keep such verification systems in place throughout the term of this Agreement.

Where **"Underage Individual"** shall mean any natural person not having reached the minimum age as required by applicable legislation.

- 3.3.7 Operator shall use its best efforts to ensure that any advertisement which purports to advertise, whether in whole or in part, its websites, the Games and/or any other content forming part of this Agreement or any separate agreement between the Parties does not target any Underage Individuals.

Appendix 3
N/A

Appendix 4
N/A

Appendix 5

Availability and Support Services

1 GAMES AVAILABILITY

- 1.1 Play'n GO will use its commercial best efforts to ensure that the Games will operate materially in accordance with their specifications (as available from Play'n GO on request) for twenty-four (24) hours/day, three hundred and sixty-five (365) days/year.
- 1.2 Play'n GO does not warrant or represent that the Games will be operational, or that the Games will be provided, continuously without any interruptions during the term of this Agreement. However, in any given calendar month, the Games shall remain available no less than ninety-nine percent (99%) of the time, calculated as set forth below.
- 1.3 The Games shall, for the purposes of this Agreement, be considered unavailable for Players if the Games, or a substantial part thereof, key functions of the Games, or other essential features thereof is non-operational for a significant amount of the Operator's Players. Insignificant or minor inconvenience for the Players shall not result in the Games being deemed unavailable.
- 1.4 The Games shall however not be considered unavailable in the following circumstances, and such time where the following applies shall be disregarded when calculating the availability of the Games during any given calendar month:
 - (a) Scheduled maintenance or updates of the Games or the hardware upon which they reside, provided that any such maintenance or updates is notified by Play'n GO to Operator at least three days in advance and is completed by Play'n GO as quickly as reasonably possible;
 - (b) Emergency shutdowns necessary to protect the Games from, inter alia, viruses, any form of so called "denial of service" attacks or similar, including minor downtime due to "hot-fixes" of the Games or the hardware on which they reside, provided that any such emergency shutdown or "hot-fix" takes no longer than is strictly necessary to complete and where possible is notified by Play'n GO in advance; and
 - (c) Errors or failures to access the Games caused as a result of failures or communication problems beyond Play'n GO's reasonable control attributable to the Internet or any other public or private networks

(including without limitation mobile phone networks) used by Players or others (including the Operators own systems) to access the Games.

- 1.5 Scheduled maintenance and updates as set forth in 1.4 shall, unless otherwise agreed between the Parties, be limited to a maximum of three (3) hours during any week and twelve (12) occasions during any year.
- 1.6 The service availability shall be measured by Play'n GO by using the third-party service SiteScanner or any similar service agreed upon between the Parties. The costs for such measurement shall be borne by Play'n GO.
- 1.7 Should the Games during any calendar month be found to be unavailable, as defined above, to such an extent that the availability during such calendar month falls below the agreed ninety-nine percent (99%), the Operator shall to the exclusion of any other liability be entitled to a deduction of its fees as set forth in Section 14.1 with a percentage corresponding to the difference between the actual availability and the agreed availability. The deduction specified above shall be applied on the invoice for the calendar month following the calendar month when the agreed availability was not achieved. As a clarifying example, an actual availability of ninety-four percent (94%) would entitle the Operator to a deduction of five percent (5%) on the invoice for the following calendar month.

2 SUPPORT SERVICES

Play'n GO's Support shall be available all hours of the day, seven (7) days a week. The following contact information applies.

Play'n GO:

24/7 Support Desk Online Portal (**registration required**):

<https://partnersupport.playngo.com/servicedesk/customer/portals>

or any other method which Play'n GO may from time to time make available to the Operator, subject to reasonable notice.

The Operator:

Contact person: **Gianluca Pugliese**

Email: **G.pugliese@ivamediaigroup.com**

Telephone number: **+356 99191498**

2.1 Severity levels and response times

Table 1.1 below includes the response times applicable:

Severity	First Response	Second Response	Target resolution
Critical	30m	4h	10h
High	4h	24h	2d
Medium	24h	14d	N/A
Low	48h	30d	N/A

Table 1.1

2.1.1 Description of response definitions as used in Table 1.1

First Response:

Verbal acknowledgement of receipt of problem report and identification of the person assigned to resolve the problem.

Second Response:

A work item should have been assigned to a person suitably qualified to resolve or find a resolution to work around the reported problem. Finally, a resolution to the problem is provided as a patch, Update or by other means as set forth below.

Target Resolution:

Play'n GO shall use its commercially reasonable efforts to resolve the issue within the stated time, calculated from when the problem was reported to Play'n GO's support contact, and in accordance with the severity of the problem. The Parties shall endeavour to agree on the severity level when the problem is reported. However, if the parties cannot agree, Play'n GO's opinion shall apply.

Severity Critical:

Problems that result in or may with reasonable expectations result in: (i) Termination of operations of the Games, (ii) Database corruption, (iii) Major function of the Games becoming unusable and no known patch, Update or other work-around is available. Resolution to a "Severity Critical" problem is delivered through a patch, Update or by other means and will be delivered and/or installed in the Games, as applicable, as soon as possible.

If the Operator is of the opinion that the problem is Severity Critical, the problem must be reported to Play'n GO support by phone. If reported by other means, the problem will not be deemed Severity Critical. However, Play'n GO may in its own discretion find a problem to be Severity Critical regardless and upgrade the severity if Play'n GO deems required in its sole opinion.

Severity High:

Problems that result in or may with reasonable expectations result in: (i) Major Function of the Games becoming unusable and a known "quick" patch, Update or similar short-term work-around is available. (ii) Minor function of the Games becomes unusable and no known patch, Update or other work-around is available. Resolution to a "Severity High" problem is delivered through a patch, Update or by other means and will be delivered and/or installed in the Games, as applicable, as soon as possible.

Severity Medium:

Problems that result in or may with reasonable expectations result in major Function of the Games becoming unusable and a known patch, Update or other long-term work-around is available. Resolution to a "Severity Medium" problem is delivered through an Update and will be delivered and/or installed in the Games, as applicable, with the next Update generally made available.

Severity Low:

Problems that result in or may with reasonable expectations result in small or trivial functional impact on the Games or the operation thereof. Resolution to a "Severity Low" problem is delivered through an Update and will be delivered and/or installed in the Games, as applicable, in an Update generally made available without unreasonable delay.

Appendix 6

Forecasts

The following Forecasts have been agreed:

Contract Year 1: **€ 3,000,000.00 (three million euros)**

Contract Year 2: **€ 6,000,000.00 (six million euros)**

Contract Year 3: **€ 10,000,000.00 (ten million euros)**

Appendix 7

The Operator's Marketing Commitments

1 MINIMUM MARKETING COMMITMENTS

The Operator shall ensure the following minimum marketing commitments:

- (a) at least three (3) of the Games shall be featured on prominent positions on the front page of the Website or at no less prominent parts of the Website;
- (b) market at least one (1) of the Games on banner ads on the Website and third party websites for at least three (3) weeks per month;
- (c) always release new Games on the week of release;
- (d) include at least one (1) of the Games in welcome offers to new Players;
- (e) utilize the promotion tools on at least one (1) of the new Game releases per month;
- (f) make all Games (as made available to the Operator by Play'n GO at the Go Live Date) available to Players within six (6) months after the Go Live Date; and
- (g) subject to paragraph (f) above, make all Games (as applicable at each moment during the term of this Agreement) available to Players.

2 ADDITIONAL MARKETING COMMITMENTS

The Parties agree to meet at least twice annually with the bona fide intent to review their respective performance under the Agreement, discuss financial targets, marketing best practices and attempt to find ways to increase the benefit of the Agreement for both Parties.

This includes the Operator undertaking the marketing partnership commitments as stipulated above by utilizing Play'n GO's retention and acquisition tools such as Mystery Jackpots, Mystery Prizes, Free Game Engine (via GMT or API), Achievement Engine and our Engage and Live Data Feed API.

Appendix 8

Data Processing Agreement

1 DEFINITIONS AND INTERPRETATION

- 1.1 In addition to those terms set forth in this Agreement, the foregoing terms and expressions, including their grammatical variations, shall have the meaning set forth below:

"Adequate Safeguards"	Shall mean such means of protecting the transfer of Personal Data to a country outside the EU and EEA accepted under the Applicable Laws, including without limitation EU Commission Adequacy decisions, Standard Contractual Clauses adopted by the EU Commission, Binding Corporate Rules and (where applicable) the Data Transfer Agreement.
"Applicable Laws"	Shall mean the Data Protection Laws and any other applicable law with respect to any Operator Personal Data in respect of which any Operator Group Member is subject to any other Data Protection Laws.
"Data Processing Appendix"	This, Appendix 8, including any and all Annexes attached or referred to herein as well as any and all later amendments and additions agreed in writing.
"Data Transfer Agreement"	Shall mean the data transfer agreement concerning export or re-export of Personal Data to the Operator acting as Controller outside the EU and EEA as set forth in Annex 1.
"Contracted Processor"	Shall mean Play'n GO or a Subprocessor.
"Data Protection Laws"	shall mean the GDPR.
"EEA"	Shall mean the European Economic Area.
"GDPR"	Shall mean Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC with national implementations as applicable.
"Operator Personal Data"	Shall mean Personal Data Processed by a Contracted Processor on behalf of an Operator Group Member pursuant to or in connection with this Agreement.

"Restricted Transfers"	Shall mean any transfer of Operator Personal Data to a Controller, Processor or Subprocessor outside the EU and EEA, in each case where such transfer would be prohibited by Data Protection Laws in the absence of applicable Adequate Safeguards.
"Services"	Shall mean the services and other activities to be supplied to or carried out by or on behalf of Play'n GO for the Operator pursuant to this Agreement.
"Subprocessor"	Shall mean any person (including any third party and Play'n GO, but excluding an employee of Play'n GO or any of its sub-contractors) appointed by or on behalf of Play'n GO to Process Personal Data on behalf of any Operator Group Member in connection with this Agreement.

1.2 The terms, "Commission", "Controller", "Data Subject", "Member State", "Personal Data", "Personal Data Breach", "Processing" and "Supervisory Authority" shall have the same meaning as in the GDPR.

1.3 Reference to "sections" refer to this Data Processing Appendix unless otherwise stated.

2 PROCESSING OF OPERATOR PERSONAL DATA

2.1 Play'n GO shall perform processing of Operator Personal Data as a Data Processor solely in accordance with this Data Processing Appendix, and solely on the Operators written instructions as provided below, unless Processing is required by Applicable Laws to which the relevant Contracted Processor is subject, in which case Play'n GO shall to the extent permitted by Applicable Laws inform the Operator Group Member of that legal requirement before such Processing of that Personal Data.

2.2 Where fulfilment of this Agreement requires Restricted Transfers to be made, the Parties shall in addition hereto ensure that Adequate Safeguards are in place prior to such Restricted Transfer taking place.

2.3 In the event that Play'n GO receives other instructions relating to the processing hereunder that it deems beyond or contrary to (i) this Data Processing Appendix, or (ii) the Data Protection Laws, Play'n GO shall without delay notify the Operator of its position and await further instructions before complying with such instructions. It is expressly understood that Play'n GO shall not be required to perform any processing of Personal Data that would reasonably be contrary to the Data Protection Laws.

2.4 Annex 2 sets out certain information regarding the Contracted Processors' Processing of the Operator Personal Data as required by article 28(3) of the GDPR and forms an

integral part of this Data Processing Appendix. The Operator may make amendments to Annex 2 by written notice to Play'n GO as the Operator reasonably considers necessary to meet those requirements. It is understood that when such an amendment involves a Restricted Transfer subject to the Data Transfer Agreement, the amendment may need to be submitted to the Supervisory Authority for approval.

- 2.5 Subject to section 2.4, notice shall be given in the form of an amended version Annex 2, delivered to Play'n GO via email or any other accepted form of electronic communication. Notwithstanding the foregoing, any requests regarding the Processing of Operator Personal Data by the Operator delivered to Play'n GO by electronic communication may, at the discretion of Play'n GO, be considered an amendment to Annex 2 and therefore for all intents and purposes be considered a Processing instruction. If Play'n GO reasonably deems it necessary, the Operator shall upon request and without undue delay provide complete instructions in the form of an amended version of Annex 2 to Play'n GO.

3 RELATIONSHIP

- 3.1 The Operator instructs, and authorises Play'n GO to instruct each Subprocessor, to (i) Process Operator Personal Data and (ii) transfer Operator Personal Data to any country or territory as reasonably necessary for the Services and in consistency with this Agreement, all on the terms and conditions hereof. These transfers are set out in Annex 2.
- 3.2 Play'n GO shall process the Operator Personal Data received as a consequence of this Agreement in accordance with what is set forth in this Data Processing Appendix solely as a Data Processor in accordance with the EU Data Protection Laws. The Operator is the Controller and shall be fully responsible for all its processing of any Personal Data, including without limitation to ensure that all Personal Data processed hereunder has been voluntarily collected from the Players with proper information duly provided and, where applicable, with properly informed consents and other permissions from the Players and for its compliance with any and all Applicable Laws. If required, the Operator is also required to obtain consents from or provide information to the applicable Supervisory Authority. The Operator also warrants and represents that, to the Operators knowledge, the Operator Personal Data to be presented to Play'n GO for Processing is correct and complete.
- 3.3 It is understood that the Parties shall not process any Personal Data that is not strictly necessary for the purposes of this Agreement. Notwithstanding the foregoing, Play'n GO will need to process certain Operator Personal Data in order for the Services to function as intended, to prevent fraudulent use of the Services and to ensure responsible gambling.

- 3.4 If this Agreement also allows for the Services to be provided by Operator's Affiliates (as defined in this Agreement), the Operator is responsible for ensuring that each affiliate adheres to the obligations of this Data Processing Appendix, and that any Restricted Transfers involved are subject to the applicable Adequate Safeguards. By signing this agreement, including Annex 1, the Operator warrants and represents that it is duly authorized to impose these obligations on the Affiliates. The Operator shall be fully, jointly and severally liable and responsible with each Affiliate for the due performance under this Agreement by itself and any Affiliate.

4 SUBPROCESSING

- 4.1 The Operator authorises Play'n GO to appoint (and permit each Subprocessor appointed in accordance with this section 4 to appoint) Subprocessors in accordance with this section 4 and any restrictions in this Agreement.
- 4.2 Play'n GO may continue to use those Subprocessors already engaged by Play'n GO as at the date of this Agreement. If requested by the Operator, Play'n GO shall supply the Operator with a list of such already engaged Subprocessors.
- 4.3 Play'n GO shall give the Operator prior written notice of the appointment of any new Subprocessor, including full details of the Processing to be undertaken by the Subprocessor. If, within ten (10) days of receipt of that notice, the Operator notifies Play'n GO in writing of any reasonable objections to the proposed appointment, Play'n GO shall not appoint that proposed Subprocessor until reasonable steps have been taken to address the objections raised by the Operator and the Operator has been provided with a reasonable written explanation of the steps taken.
- 4.4 With respect to each Subprocessor, Play'n GO shall:
- (a) before the Subprocessor first Processes Operator Personal Data, carry out adequate due diligence to ensure that the Subprocessor is capable of providing the level of protection for Operator Personal Data required by this Agreement.
 - (b) ensure that the arrangement between on the one hand (a) Play'n GO, or (b) the relevant intermediate Subprocessor; and on the other hand the Subprocessor, is governed by a written contract including terms which offer at least the same level of protection for Operator Personal Data as those set out in this agreement and meet the requirements of article 28(3) of the GDPR.
 - (c) if that arrangement involves a Restricted Transfer, ensure that the transfer is protected by the relevant Adequate Safeguards, including incorporating

the relevant Standard Contractual Clauses if applicable, between on the one hand (a) Play'n GO, or (b) the relevant Subprocessor, and

- (d) provide to the Operator for review such copies of the Contracted Processors' agreements with Subprocessors (which may be redacted to remove confidential commercial information not relevant to the requirements of this Agreement) as Operator may request from time to time.

- 4.5 Play'n GO shall ensure that each Subprocessor performs the obligations under sections 3.3, 5, 6, 7.1, 8.2, 9 and 11.1, as they apply to Processing of Operator Personal Data carried out by that Subprocessor, as if it were party to this Agreement in place of Play'n GO.

5 PLAY'N GO PERSONNEL

Play'n GO shall take reasonable steps to ensure the reliability of any employee, agent or contractor of any Contracted Processor who may have access to the Operator Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know or access the relevant Operator Personal Data, as strictly necessary for the purposes of this Agreement, and to comply with Applicable Laws in the context of that individual's duties to the Contracted Processor, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

6 SECURITY

Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, particularly in case of a Personal Data Breach, Play'n GO shall in relation to the Operator Personal Data implement technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.

7 DATA SUBJECT RIGHTS

- 7.1 Taking into account the nature of the Processing, Play'n GO shall assist the Operator by implementing appropriate technical and organisational measures, insofar as this is reasonably possible, for the fulfilment of the Operators obligations to respond to requests to exercise Data Subject rights under the Data Protection Laws.

- 7.2 Play'n GO shall:

- (a) promptly notify the Operator if any Contracted Processor receives a request from a Data Subject under any Data Protection Law in respect of Operator Personal Data; and
- (b) ensure that the Contracted Processor does not respond to that request except on the documented instructions of Operator or as required by Applicable Laws to which the Contracted Processor is subject, in which case Play'n GO shall to the extent permitted by Applicable Laws inform the Operator of that legal requirement before the Contracted Processor responds to the request.

8 PERSONAL DATA BREACH

- 8.1 Play'n GO shall notify the Operator without undue delay upon Play'n GO or any Subprocessor becoming aware of a Personal Data Breach affecting Operator Personal Data, providing the Operator with sufficient information to allow the Operator to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws.
- 8.2 Play'n GO shall co-operate with the Operator and take such reasonable commercial steps as are directed by the Operator to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

9 DATA PROTECTION IMPACT ASSESSMENT AND PRIOR CONSULTATION

Play'n GO shall provide reasonable assistance to the Operator with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which the Operator reasonably considers to be required by article 35 or 36 of the GDPR or equivalent provisions of any other Data Protection Law, in each case solely in relation to Processing of Operator Personal Data by the Contracted Processors.

10 DELETION OR RETURN OF OPERATOR PERSONAL DATA

- 10.1 Subject to sections 10.2 and 10.3, Play'n GO shall promptly and in any event within sixty (60) days of the Expiry Date, delete and procure the deletion of all copies of Operator Personal Data.
- 10.2 Subject to section 10.3, the Operator may in its absolute discretion by written notice to Play'n GO within ten (10) days of the Expiry Date require Play'n GO to:
 - (c) return a complete copy of all Operator Personal Data to the Operator by secure file transfer in such format as is reasonably notified by the Operator to Play'n GO; and

- (d) delete and procure the deletion of all other copies of Operator Personal Data Processed by any Contracted Processor. Play'n GO shall comply with any such written request within forty-five (45) days of the Expiry Date.

- 10.3 Notwithstanding sections 10.210.1 and 10.2, each Contracted Processor may retain Operator Personal Data to the extent required by Applicable Laws and only to the extent and for such period as required by Applicable Laws and always provided that Play'n GO shall ensure the confidentiality of all such Operator Personal Data and shall ensure that such Operator Personal Data is only Processed as necessary for the purpose(s) specified in the Applicable Laws or any regulatory requirements in relation to the Services requiring its storage or further processing after the Expiry Date.
- 10.4 Play'n GO shall provide written certification to the Operator that it has fully complied with this section 10 within sixty (60) days of the Expiry Date.

11 AUDIT RIGHTS

- 11.1 Upon reasonable request from the Operator, Play'n GO shall make available to the Operator on request all information necessary to demonstrate compliance with this Data Processing Appendix and the Data Protection laws, and shall allow for and contribute to audits, including inspections during regular business hours and provided reasonable notice has been given, by the Operator or an auditor mandated by any Operator in relation to the Processing of the Operator Personal Data by the Contracted Processors.
- 11.2 Information and audit rights of the Operator only arise under section 11.1 to the extent that the Service Agreement does not otherwise give them information and audit rights meeting the relevant requirements of Data Protection Law.

12 RESTRICTED TRANSFERS

- 12.1 In addition to where Play'n GO's use of Subprocessors may require Restricted Transfers as regulated above, the following shall apply in general to Restricted Transfers made under this Agreement.
- 12.2 In respect of any Restricted Transfer from Play'n GO to the Operator, where the Operator acts as Controller situated outside the EU and EEA (whereby Play'n GO acts as "data exporter" and the Operator acts as "data importer"), the Parties shall if applicable enter into the Data Transfer Agreement to enable such transfers.
- 12.3 The Data Transfer Agreement serves as Adequate Safeguards for transfers to countries outside the EU and EEA where (i) Play'n GO acting as Processor is required to transfer Operator Personal Data to the Operator acting as Controller and (ii) no

other Adequate Safeguards allow such transfer. It is understood that the Data Transfer Agreement does not in and of itself allow a Restricted Transfer, but rather that such processing is subject to the full scope of the GDPR. The Data Transfer Agreement shall only enable a Restricted Transfer when it's effect, together with reasonably practicable compliance steps (which, for the avoidance of doubt, do not include obtaining consent from Data Subjects), allow the transfer to take place without breach of Data Protection Law.

- 12.4 It is understood that the Data Transfer Agreement at this time is submitted for approval with the Swedish Supervisory authority in accordance with article 46 (3) (a) of the GDPR, and as such may be subject to change during the approval process. In the event that the Data Transfer Agreement requires alterations in order to be approved by the Supervisory Authority, the Parties shall jointly endeavour to swiftly amend and/or restate the Data Transfer agreement accordingly.
- 12.5 In respect of any Restricted Transfer concerning Operator Personal Data taking place between members of the Play'n GO Group, Play'n GO shall at all times ensure that such transfers are subject to Adequate Safeguards between the group members concerned in the transfer.

13 CHANGES IN DATA PROTECTION LAWS

- 13.1 Both Parties may by giving at least thirty (30) calendar days' written notice to the other Party propose any variations to this Agreement which the Party giving notice reasonably considers to be necessary to address the requirements of any Data Protection Law.
- 13.2 If the Operator gives notice under section 13.1, the Operator shall not unreasonably withhold or delay agreement to any consequential variations to this Data Processing Appendix proposed by Play'n GO to protect the Contracted Processors against additional risks associated with the variations made under section 13.1.
- 13.3 If a Party gives notice under section 13.1, the Parties shall promptly discuss the proposed variations and negotiate in good faith with a view to agreeing and implementing those or alternative variations designed to address the requirements identified in the Party's notice as soon as is reasonably practicable.

14 LIABILITY

- 14.1 The Parties liability for damages as a result of this Data Processing Appendix is, unless expressly stated in the Agreement, subject to the same limitations of liability as set forth in the Agreement, which shall apply equally to this Appendix. In case of multiple claims for damages under this Appendix and the Agreement, such liability shall be

cumulative in relation to the maximum liability between this Appendix and the Agreement.

- 14.2 Should Play'n GO incur any damages or become subject to any cost or third party claims as a consequence of its due performance of its obligations as Data Processor in relation to the Operator Personal Data in accordance with this Appendix, the Operator shall indemnify Play'n GO from all such claims, costs or damages including legal fees that may arise as a consequence thereof without any limitation of liability set forth in the Agreement, including Section 14.1, or elsewhere.
- 14.3 If the Operator's Processing Instructions are not supported by the Services or conflicts with any other part of the Agreement and such requirements mean that Play'n GO will incur further costs to comply, the Operator shall compensate Play'n GO in respect of all such costs.

Annex 1 – Data Transfer Agreement

This **Data Transfer Agreement** is entered into on 10/05/2021 and made between:

- (1) **Play’n GO Hungary Kft**, Registration number CRN: Cg.01-09-171278, a company incorporated under the laws of Hungary, having its registered address at Deak Ferenc utca 3-5, 1052 Budapest, Hungary; acting on its own behalf and as an agent for all Play’n GO group members (“**Data Exporter**”); and
- (2) **DMG Solutions B.V.**, Registration number 148273, a company incorporated under the laws of Curaçao, having its registered address at Fransche Bloemweg 4, Curaçao; acting on its own behalf and as an agent for all its group members (the “**Data Importer**”).

(1) and (2) above are separately referred to as a “Party” and jointly as the “Parties”.

1 DEFINITIONS

All definitions in the Data Processing Appendix shall apply also to this Data Transfer Agreement. In addition and for the purposes of this annex:

- (a) “**personal data**”, “**special categories of data/sensitive data**”, “**process/processing**”, “**controller**”, “**processor**”, “**data subject**” and “**supervisory authority/authority**” shall have the same meaning as in EU Regulation 2016/679 of 27 April 2016 (the “GDPR”) (whereby “the authority” shall mean the competent data protection authority in the territory in which the data exporter is established);
- (b) “**the data exporter**” shall mean the processor who transfers the personal data;
- (c) “**the data importer**” shall mean the controller who agrees to receive from the data exporter personal data for further processing in accordance with the terms of these clauses and who is not subject to a third country’s system ensuring adequate protection;
- (d) “**sections**” shall refer to this data transfer agreement, which is a free-standing document that does not incorporate commercial business terms established by the Parties under separate commercial arrangements.

2 SCOPE

This Data Transfer Agreement constitutes an addendum to the Data Processing Appendix, in which the framework for the Parties processing of personal data is established. This addition serves to enable adequate safeguards for transfer to third countries in accordance with Article 46 of the GDPR. The details of the transfer (as

well as the personal data covered) are specified in Annex 2, which forms an integral part of this Data Transfer Agreement.

3 OBLIGATIONS OF THE DATA EXPORTER

The data exporter warrants and undertakes that:

- (a) to the best of its knowledge, Personal Data has been collected, processed and transferred in accordance with the laws applicable to the data exporter.
- (b) It has used reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses.
- (c) It will provide the data importer, when so requested, with copies of relevant data protection laws or references to them (where relevant, and not including legal advice) of the country in which the data exporter is established.
- (d) It will respond to enquiries from data subjects and the authority concerning processing of the personal data by the data importer, unless the Parties have agreed that the data importer will so respond, in which case the data exporter will still respond to the extent reasonably possible and with the information reasonably available to it if the data importer is unwilling or unable to respond. Responses will be made within a reasonable time.
- (e) It will make available, upon request, a copy of this Data Transfer Agreement to data subjects who are third party beneficiaries under section 5 (Liability and third party rights), unless the Data Transfer Agreement contains confidential information, in which case it may remove such information. Where information is removed, the data exporter shall inform data subjects in writing of the reason for removal and of their right to draw the removal to the attention of the authority. However, the data exporter shall abide by a decision of the authority regarding access to the full text of this data transfer agreements by data subjects, as long as data subjects have agreed to respect the confidentiality of the confidential information removed. The data exporter shall also provide a copy of the clauses to the authority where required.

4 OBLIGATIONS OF THE DATA IMPORTER

The data importer warrants and undertakes that:

- (a) It will have in place appropriate technical and organisational measures to protect the personal data against accidental or unlawful destruction or

accidental loss, alteration, unauthorised disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected.

- (b) It will have in place procedures so that any third party it authorises to have access to the personal data, including processors, will respect and maintain the confidentiality and security of the personal data. Any person acting under the authority of the data importer, including a data processor, shall be obligated to process the personal data only on instructions from the data importer. This provision does not apply to persons authorised or required by law or regulation to have access to the personal data.
- (c) It has no reason to believe, at the time of entering into these clauses, in the existence of any local laws that would have a substantial adverse effect on the guarantees provided for under these clauses, and it will inform the data exporter (which will pass such notification on to the authority where required) if it becomes aware of any such laws.
- (d) It will process the personal data for purposes described in Appendix 2, and has the legal authority to give the warranties and fulfil the undertakings set out in this Data Transfer Agreement.
- (e) It will identify to the data exporter a contact point within its organisation authorised to respond to enquiries concerning processing of the personal data, and will cooperate in good faith with the data exporter, the data subject and the authority concerning all such enquiries within a reasonable time. In case of legal dissolution of the data exporter, or if the Parties have so agreed, the data importer will assume responsibility for compliance with the provisions of clause 3(e).
- (f) At the request of the data exporter, it will provide the data exporter with evidence of financial resources sufficient to fulfil its responsibilities under section 5 (which may include insurance coverage).
- (g) Upon reasonable request of the data exporter, it will submit its data processing facilities, data files and documentation needed for processing to reviewing, auditing and/or certifying by the data exporter (or any independent or impartial inspection agents or auditors, selected by the data exporter and not reasonably objected to by the data importer) to ascertain compliance with the warranties and undertakings in this data transfer agreement, with reasonable notice and during regular business hours. The request will be subject to any necessary consent or approval from a

regulatory or supervisory authority within the country of the data importer, which consent or approval the data importer will attempt to obtain in a timely fashion.

- (h) It will process the personal data, at its option, in accordance with the data processing principles set forth in the Data Processing Agreement as well as this Data Transfer Agreement.
- (i) It will not disclose or transfer the personal data to a third party data controller located outside the European Economic Area (EEA) unless it notifies the data exporter about the transfer and
 - (i) the third party data controller processes the personal data in accordance with a Commission decision finding that a third country provides adequate protection, or
 - (ii) the third party data controller becomes a signatory to this data transfer agreement or another data transfer agreement approved by a competent authority in the EU, or
 - (iii) data subjects have been given the opportunity to object, after having been informed of the purposes of the transfer, the categories of recipients and the fact that the countries to which data is exported may have different data protection standards, or
 - (iv) with regard to onward transfers of sensitive data, data subjects have given their unambiguous consent to the onward transfer

5 LIABILITY AND THIRD PARTY RIGHTS

- 5.1 Each Party shall be liable to the other Party for damages it causes by any breach of this data transfer agreement. Liability as between the Parties is limited to actual damage suffered. Punitive damages (i.e. damages intended to punish a Party for its outrageous conduct) are specifically excluded. Each Party shall be liable to data subjects for damages it causes by any breach of third party rights under these clauses. This does not affect the liability of the data exporter under its data protection law and shall not limit the indemnification for the benefit of the data exporter as set forth in the Data Processing Agreement.
- 5.2 The data importer agrees that a data subject shall have the right to enforce as a third party beneficiary this section and sections 3(b)(d)(e), 4(a)(c)(d)(e)(h)(i), 5.1, 7.1, 7.2, 7.3, 8.4 and 9 against the data importer in case of breach of the data importers contractual obligations, with regard to his personal data, and accept jurisdiction for

this purpose in the data exporter's country of establishment. In cases involving allegations of breach by the data importer, the data subject must first request the data exporter to take appropriate action to enforce his rights against the data importer; if the data exporter does not take such action within a reasonable period (which under normal circumstances would be one month), the data subject may then enforce his rights against the data importer directly.

- 5.3 The data exporter agrees that a data subject shall have the right to enforce as a third party beneficiary this section and sections 3(b)(d)(e), 4(a)(c)(d)(e)(h)(i), 5.1, 7.1, 7.2, 7.3, 8.4 and 9 against the data exporter, in cases where the the data importer (i.e. the controller) has factually disappeared or has ceased to exist in law, unless any successor entity has assumed the entire legal obligations of the controller by contract or by operation of law, as a result of which it takes on the rights and obligations of the controller, in which case the data subject can enforce them against such entity.

6 LAW APPLICABLE TO THIS DATA TRANSFER AGREEMENT

This Data Transfer Agreement shall be governed by the law of the country in which the data exporter is established.

7 RESOLUTION OF DISPUTES WITH DATA SUBJECTS OR THE AUTHORITY

- 7.1 In the event of a dispute or claim brought by a data subject or the authority concerning the processing of the personal data against either or both of the Parties, the Parties will inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion.
- 7.2 The Parties agree to respond to any generally available non-binding mediation procedure initiated by a data subject or by the authority. If they do participate in the proceedings, the Parties may elect to do so remotely (such as by telephone or other electronic means). The Parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.
- 7.3 Each Party shall abide by a decision of a competent court of the data exporter's country of establishment or of the authority which is final and against which no further appeal is possible.

8 TERMINATION

- 8.1 This Data Transfer Agreement shall enter into force and thereafter remain in force as long as the Service Agreement remains in force. Unless terminated earlier as set forth below, it shall expire automatically without notice when the Service Agreement expires regardless of the reason.

8.2 In the event that the data importer is in breach of its obligations under this data transfer agreement, then the data exporter may temporarily suspend the transfer of personal data to the data importer until the breach is repaired or the contract is terminated.

8.3 In the event that:

- (a) the transfer of personal data to the data importer has been temporarily suspended by the data exporter for longer than one month pursuant to section 8.2;
- (b) compliance by the data importer with this data transfer agreement would put it in breach of its legal or regulatory obligations in the country of import;
- (c) the data importer is in substantial or persistent breach of any warranties or undertakings given by it under this data transfer agreement;
- (d) a final decision against which no further appeal is possible of a competent court of the data exporter's country of establishment or of the authority rules that there has been a breach of the data transfer agreement by the data importer or the data exporter; or
- (e) a petition is presented for the administration or winding up of the data importer, whether in its personal or business capacity, which petition is not dismissed within the applicable period for such dismissal under applicable law; a winding up order is made; a receiver is appointed over any of its assets; a trustee in bankruptcy is appointed, if the data importer is an individual; a company voluntary arrangement is commenced by it; or any equivalent event in any jurisdiction occurs;

then the data exporter, without prejudice to any other rights which it may have against the data importer, shall be entitled to terminate this data transfer agreement, in which case the authority shall be informed where required. In cases covered by (a), (b) or (c) above the data importer may also terminate this data transfer agreement.

8.4 Either Party may terminate this data transfer agreement if

- (a) any Commission positive adequacy decision under Article 45 of the GDPR (or any superseding text) is issued in relation to the country (or a sector thereof) to which the data is transferred and processed by the data importer, or
- (b) the GDPR (or any superseding text) becomes directly applicable in such country.

- 8.5 The Parties agree that the termination of this data transfer agreement at any time, in any circumstances and for whatever reason (except for termination under section 8.3) does not exempt them from the obligations and/or conditions under the data transfer agreement as regards the processing of the personal data transferred.

9 VARIATION OF THIS DATA TRANSFER AGREEMENT

The Parties may not modify any section in this agreement except to update any information in Annex 2, in which case they will inform the authority where required. This does not preclude the Parties from adding additional sections where required.

10 DESCRIPTION OF THE TRANSFER

The details of the transfer and of the personal data are specified in Annex 2. The Parties agree that Annex 2 may contain confidential business information which they will not disclose to third parties, except as required by law or in response to a competent regulatory or government agency, or as required under section 3(c). The Parties may execute additional appendices to cover additional transfers, which will be submitted to the authority where required Annex 2 may, in the alternative, be drafted to cover multiple transfers.

This Agreement has been prepared in two originals of which the Parties have each received one. If signed in several counterparts, each identical counterpart shall be deemed an original and all counterparts shall together constitute the full Agreement. No counterpart shall be effective until each Party has executed at least one identical counterpart. Digital signatures to this Agreement shall have the same effect as physical delivery of the paper document bearing the original signature.

[Date] 15/5/2021

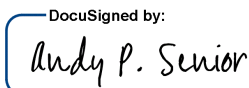
[Date] 10/5/2021

PLAY'N GO HUNGARY KFT

DocuSigned by:

EB9398364E994BB...
Johan Tornqvist
Director

DMG SOLUTIONS B.V.

DocuSigned by:

8780458C677848F...
Andy P. Senior
Director

Christopher Van Rosberg
Director

DocuSigned by:

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10/5/2021

Annex 2 – Description of the Processing

This annex forms an integral part of both the Data Processing Appendix as well as the Data Transfer Agreement. For the purposes of this appendix the denominations “Operator” and “Play’n GO” are used for the Parties.

Data subjects

The Operator Personal Data to be Processed/Transferred by Play’n GO concern the following categories of data subjects:

Players of the Operators casino games, as offered by the Operator.

Nature of the Transfers

Operator Personal Data is transferred to Play’n GO for such Processing that is required for the proper function of the agreed Games and related data. Furthermore, Operator Personal Data may for the same purposes be transferred between members of the Play’n GO group or other affiliated companies, affiliated in this case referring to companies outside the Play’n GO group that are connected to Play’n GO and provide some part/s of the Services including, where appropriate, Play’n GO Malta Limited, Play’n GO Hungary Kft and the Play’n GO service centre in the Phillipines. Finally, Operator Personal Data will be transferred back to the Operator for the Operators own additional Processing.

Play’n GO may transfer Operator Personal Data to third countries for the following reasons:

- (a) Play’n GO will for the fulfillment of this Agreement need to receive the Operator Personal Data for Processing, as well as be able to send the Operator Personal Data back to the Operator, in order for the Services to function as intended. Since Play’n GO is based within the EU and the Operator may be based outside of the EU, a Data Transfer Agreement may be required for the return transfer from Play’n GO to the Operator.
- (b) As part of Play’n GO Processing, Operator Personal Data may be transferred to the Play’n GO Phillipines affiliate **PLAYNGO PH INC**, registration number CS201512057 and Play’n GO UK affiliate **Play’n Go Services Ltd**, registration number 10576158, for purposes of providing player support to the level established in this Agreement. Play’n GO has established Adequate Safeguards by way of an internal Subprocessing agreement including the EU Commission Standard Contractual Clauses applicable to such transfer.

Purposes of the Processing/Transfer

Play'n GO Processes/Transfers Operator Personal Data for the following purposes:

To enable the proper functioning of the casino games or casino administration systems, including payment of any winnings to the players if applicable. Prevention of fraudulent use of the Services by Players, to ensure responsible gambling and to perform statistical analysis on games being played.

Player birthdate and IP adress are processed/transferred for regulatory compliance reasons.

Categories of data

The personal data Processed/Transferred concern the following categories of data:

Player online identifiers, Player location data, Player game session identifiers, Player year of birth, Player IP-adress, Player game result identifiers.

Recipients

The personal data transferred may be disclosed only to the following recipients or categories of recipients:

Employees of the data importer for management of player account, payment of winnings and support questions.

Sensitive data (if appropriate)

The personal data Processed/transferred concern the following categories of sensitive data:

No sensitive data is Processed or transferred.

Retention Policy

Operator Personal Data is kept online for ninety (90) days and thereafter archived for as long as is necessary due to contractual obligations and/or obligations arising from Applicable Laws and gambling regulations to which the Operator or Play'n GO is subject.

Data protection registration information of data exporter (where applicable)

N/A

Appendix 9

Promotional Features and Promotions

1. PROMOTIONAL FEATURES

- 1.1 The Operator declares that it is hereby acknowledging and consenting that it may make use of certain features and other software features intended to assist the Operator in marketing the Games and to incentivise and retain Players (“Promotional Features”) as may be made available to it from time to time. The Operator acknowledges that Play’n GO retains the right to add or remove any such Promotional Features being made available as it deems fit.
- 1.2 The Parties hereby agree that the use of the said Promotional Features shall be subject to the following terms and conditions:
 - (a) The Promotional Features are provided on an “as is” basis. Operator acknowledges that Play’n GO shall have no liability whatsoever for their use or the result of such use.
 - (b) The Operator is free to use, or not use, the Promotional Features at its own discretion. If the Operator decides to use any Marketing Tool, the Operator agrees and acknowledges that it is fully responsible for such use.
 - (c) The Promotional Features may or may not be permitted for use in all Territories and may be subject to terms set by local regulators and marketing laws. The Operator is fully responsible to ensure that all use of the Promotional Features by the Operator is legal under all applicable marketing laws and under the relevant Permits as applicable. Play’n GO shall have no liability whatsoever for any cost, claim or damages that may arise for the Operators as a consequence of any use of the Promotional Features whether contrary to laws or Permits or not.
 - (d) The Operator warrants that all use of the Promotional Features will be made with proper attention to all codes or similar regulations on responsible gaming in all parts of the Territory where the Promotional Features are used.
 - (e) Where the Promotional Features support customization or supporting text or other media, the Operator acknowledges and agrees that it shall have the obligation to fully draft the same in accordance with any and all applicable regulatory requirements and is solely liable for such customization and use of text or other media. Notwithstanding the foregoing, Play’n GO remains available to assist with the customization work, provided such work shall

always be performed in accordance with Operator's instructions who has sole responsibility for the form, content, verification and approval of such customization.

The Operator acknowledges that the Promotional Features may have not been tested, inspected or otherwise verified for compliance with local legal frameworks, including any relevant technical standards and Play'n GO does not guarantee that such Promotional Features do not require testing prior to being offered in specific markets.

2. PROMOTIONAL CAMPAIGNS

- 2.1 In the event that the Operator opts to offer any promotional campaigns to Players (the "Promotion"), the Operator declares that it is doing so voluntarily and shall be bound by any applicable laws of the Territories and by the following terms and conditions listed under 2.2.
- 2.2 The Operator acknowledges that the Promotion format and characteristics are offered as a suggestion without any warranty or representation whatsoever pertaining to the compliance of the Promotion with any applicable laws or regulations in any jurisdiction where the Operator would offer the Promotion. The Operator hereby further acknowledges that it is making an independent and informed decision whether to opt into the Promotion or not. By opting into the Promotion, the following terms apply and are accepted by the Operator:
- (a) It is the responsibility of the Operator to ensure that the Promotion is legal and permitted in all jurisdictions where the Operator intend to run the Promotion.
 - (b) When running the Promotion, the Operator musts comply with all applicable laws, in particular marketing regulations, terms imposed by local regulators, codes or similar regulations on responsible gaming and social responsibilities.
 - (c) The Operator is ultimately responsible for the marketing and management of the Promotion. The Operator must draft and inform the Players of all terms applicable to the Promotion to ensure compliance in all applicable jurisdictions.
 - (d) The Operator is responsible for selecting the games included in the Promotion and to ensure that the games are not abused or exploited to achieve wins not permitted by the Promotion terms. The Operator is liable to monitor and take all necessary steps to avoid any abuse and to enforce the terms of the Promotion in relation to Players.
 - (e) Play'n GO is not liable in any way for any claims, costs or losses incurred by the Operator as a result of running the Promotion.

- 2.3 If at any time throughout the term of the Agreement, the Operator exercises the option to use any Promotion, the Operator shall be bound to notify Play'n GO in advance of such intended use, and acknowledges that the use of such additional Promotion shall be under the same terms and conditions as those listed above.