

SOFTWARE AS A SERVICE ("SAAS") AGREEMENT

BETWEEN;

EG OVERSEAS SERVICES B.V., a company registered in Curacao with company registration number **135218** having its registered office at E-Commerce Park, Vredenberg Suite N C2 Curacao (hereinafter referred to as "**Evolution**").

AND

DMG SOLUTIONS B.V. company registered in Curacao with company registration number 148273 having its registered office at Abraham de Veerstraat 9, Curacao ("the "**Operator**").

EGML and the Operator are hereinafter individually referred to as a "**Party**" and jointly referred to as the "**Parties**".

WHEREAS

- a) Evolution provides the Evolution Services. The Operator being a duly licensed provider of online gaming services in accordance with Applicable Law wishes to receive the Evolution Services as further set out in this Agreement.
- b) Capitalised terms used in the recitals shall have the meanings attributed to them in this Agreement. The Clause and schedule headings are for convenience only and shall not affect the interpretation of this Agreement. References to the singular include the plural and vice versa, and references to one gender include the other gender. Any phrase introduced by the expressions "including", "include", "for example" or "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1. THE EVOLUTION SERVICES

- 1.1 Evolution hereby agrees to provide the Evolution Services, in accordance with the service levels as stipulated in the Service Level Agreement, to the Operator within the Territory in accordance with the provisions set out hereunder.
- 1.2 The Parties acknowledge and agree that Evolution is the sole and exclusive owner of all rights, title and interest in and to the Evolution Platform and all of its contents. The Operator, shall not, either directly or indirectly, without the prior written consent of Evolution (such consent to be given, conditioned or withheld by Evolution at its sole discretion):
 - 1.2.1 transfer or sub-contract any of its rights, obligations or liabilities under this Agreement;
 - 1.2.2 otherwise sell, assign, license, sub-licence, lease, rent, loan, lend, transmit, network or otherwise distribute, transfer or make available the Evolution Services, whether in full or in part, to any third party;
 - 1.2.3 make any modifications or improvements to the Evolution Platform for any purpose, including error correction or any other type of maintenance;
 - 1.2.4 disassemble, reverse engineer, decompile or attempt to make any copies of the Evolution Platform, whether in part or in full;
 - 1.2.5 develop, produce, make, distribute, license, exploit any Derivative Work of the Evolution Platform;
 - 1.2.6 modify, remove or obscure any proprietary notices placed on the Evolution Platform;
 - 1.2.7 copy the Evolution Platform by any means for any purpose whatsoever except if and to the extent that may be required for compliance with Applicable Law and in such cases subject to Evolution's prior written consent that shall not be unreasonably withheld, conditioned or delayed and subject to the Operator providing evidence to Evolution of such requirements;
 - 1.2.8 attempt to derive source code or other Confidential Information from the Evolution Platform except as permitted by Evolution in writing;

- 1.2.9 use the Evolution Services for any purpose other than the Operator Services;
- 1.2.10 include in the Operator Services any material that could adversely affect Evolution's name, image or reputation such as Prohibited Content, or that infringes the rights of third parties or that incites or encourages racism;
- 1.2.11 place, permit or allow any advertising of the Evolution Services and/or Evolution Platform in contravention of any Applicable Law such as by advertising the Evolution Services and/or Evolution Platform on websites or other digital properties which encourage or facilitate crime, or which encourage or facilitate the unlawful use of Intellectual Property Rights (such as by so-called file-sharing sites or otherwise); or
- 1.2.12 allow any third parties that are not expressly authorised in writing by Evolution or, otherwise, expressly permitted by this Agreement, to access or to use the Evolution Services.

1.3 Assignment of rights

- 1.3.1 Except as expressly provided in this Agreement, neither Party may assign or transfer its rights or obligations under this Agreement to a third party without the prior written consent of the other Party.
- 1.3.2 The Operator may, subject to Evolution's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed, novate, assign or transfer its rights and/or obligations under this Agreement to an entity within the Operator's Group provided that the transferee/assignee can meet its obligations under this Agreement.
- 1.3.3 Evolution may, subject to prior written notice to the Operator, novate, assign or transfer its rights and/or obligations under this Agreement to an entity within the Evolution Group provided that the transferee/assignee can meet its obligations under this Agreement.

2. **THE GAMES**

- 2.1 Within the Evolution Platform, Evolution shall provide, inter alia, from time to time, access to different types of Games, such as Live Games and/or Non-Live Games, as further defined in the Schedules.
- 2.2 New generally available Games developed by or licensed to Evolution and/or by an Evolution Group company will be offered to the Operator through an Evolution Platform update under the general terms of this Agreement. The Operator acknowledges that certain new Games may be subject to additional conditions and/or fees which will be agreed separately in writing (attached sample Work Order as set out in Schedule 8).
- 2.3 Evolution shall determine the payout tables and the RTP of the Games and such determination will be undertaken in accordance with Applicable Law.
- 2.4 Evolution shall be responsible for the live RTP monitoring of the Games provided through the Evolution Platform. Evolution will provide a report of the same to the Operator on such intervals as Evolution acting reasonably deems necessary to enable the Operator to comply with its RTP reporting obligations.
- 2.5 The Operator shall provide Evolution with a test account to enable Evolution to access the Operator Website(s) to test the Games as a normal User.
- 2.6 The Operator agrees to integrate the Operator Services with the Reward Games API.
- 2.7 Games may be offered to the Operator with Payout Protection subject to additional conditions and/or fees which will be agreed separately in writing.
- 2.8 **WITH REFERENCE TO NON-LIVE GAMES ONLY:**
 - 2.8.1 Evolution shall be solely responsible for all jackpot contributions, levels and fall-outs, which results shall be conclusively determined on the basis of data generated by the Non-Live Games.

- 2.8.2 Evolution reserves the right to limit Non-Live Game configurations, including (but not limited to) coin values, bet levels and jackpot seed values in order to reduce operational risk exposure.
 - 2.8.3 Local Jackpots are calculated in Euro (€) (or in such other currency agreed in writing) and paid to the Operator for onward payment to the winning User. Contributions to Local Jackpots are converted from User currency to Euro (€) at the time of such contribution. The Operator is responsible for all seeding amounts of Local Jackpots.
 - 2.8.4 Certain Non-Live Games feature Pooled Jackpots and/or Pooled Promotions that are shared between several of Evolution's operators. Eligibility to participate in Pooled Jackpots and/or Pooled Promotions shall be at the discretion of Evolution and, if approved, shall be subject to such qualification criteria as may be determined, from time to time, by the relevant Evolution Group Company. Accordingly, once approved, the Operator shall be required to agree to additional terms for the Pooled Jackpots and/or Pooled Promotions and additional entry contribution fees may be applicable.
- 2.9 WITH REFERENCE TO LIVE GAMES ONLY: Evolution will provide the MCR Services on a gratuitous basis. Evolution does not give any guarantee, warranty, representation or other assurance(s) of whatsoever nature as to the MCR Services or the correctness of their findings/outcome. Any action taken by the Operator upon the information provided by Evolution as part of the MCR Services is strictly at the Operator's own risk and neither Evolution nor any of its Group Companies shall be held liable for any losses and/or damages caused to the Operator or to any third parties as a result of the Operator acting on the findings of the MCR Services.

2.10 MARKETING AND PROMOTION

In consideration of the fees set out in the Commercial Terms Schedule 2, the Operator agrees and undertakes:

- 2.10.1 to offer and to keep offering at all times during the Term, the Live Games on a dedicated Live Casino Link on all the Operator Website(s);
- 2.10.2 that the marketing of the Evolution Platform and the positioning and prominence of the Live Casino Link on all Operator Website(s) where Similar Service is offered, shall, within what is commercially reasonable, be at least equivalent/preferential to the Similar Service;
- 2.10.3 not to offer to Users from all Operator Website(s) any games that are copies of (or materially similar to) the Games or that, otherwise, infringe the Intellectual Property Rights owned by Evolution or by its licensors;
- 2.10.4 that all marketing of the Evolution Platform shall be in accordance with Responsible Gambling requirements to the extent applicable and shall comply with Applicable Law; and
- 2.10.5 not to associate Evolution, directly or indirectly, with any content that Evolution, in the exercise of its reasonable discretion, deems to be objectionable or which is of the type contemplated in Clauses 1.2.10 and 1.2.11.

3. INTELLECTUAL PROPERTY

- 3.1 Each Party grants to the other a non-exclusive, royalty-free licence throughout the Term to use such of the other Party's Intellectual Property Rights solely within the Territory and to the extent that the other Party reasonably requires use of the same to fulfil its obligations and to exercise its rights under this Agreement and subject to any reasonable directions from other Party in relation to that use.
- 3.2 Any and all Intellectual Property Rights developed and owned by either Party at the Commencement Date or during the Term shall remain vested in that Party.
- 3.3 Subject to Clause 3.4, below, the Operator acknowledges and agrees that all property and rights including Intellectual Property Rights in the Evolution Platform arising from or created, produced or developed by Evolution (whether alone or jointly with others) under or in the course of the Agreement shall immediately upon creation or performance vest in and shall be and remain the

sole and exclusive property of Evolution and the Operator shall not acquire any right, title or interest in or to the same. The Operator hereby assigns to Evolution as legal and beneficial owner with full title guarantee all rights of any nature throughout the World, whether present, vested, contingent or future, in the aforementioned work that may at any time during or after the Term of this Agreement come to be vested in the Operator, to hold the same unto Evolution, its successors and assigns, for the full period of all such rights and any renewals, reversions and extensions of the same throughout the world and in this regard the Operator waives any and all so-called moral rights or 'droits moral' that it may enjoy in the same to the fullest extent permitted by law.

- 3.4 Evolution acknowledges and agrees that all property and rights including Intellectual Property Rights in the Operator Materials (including graphics, imagery and 'look and feel') provided by or on behalf of the Operator to Evolution for the purposes of this Agreement shall be and remain the sole and exclusive property of the Operator and/or their respective licensors and Evolution shall acquire no right, title or interest in or to the same.
- 3.5 Derivative Works created or invented by the Operator based on the Evolution Platform and/or Evolution Software or any Intellectual Property Rights embodied or incorporated in such Derivative Works or any part thereof, shall be exclusively owned by Evolution. If the Operator becomes the owner, through assignment or otherwise, of any such Derivative Works, patent application or letters patent, then, at Evolution's request, all rights therein shall promptly be assigned by the Operator to Evolution without compensation. Upon demand and at Evolution's expense, Operator shall provide Evolution with any and all documents or other reasonable assistance deemed necessary or advisable by counsel in order for Evolution to secure, maintain and/or protect such rights.
- 3.6 Each Party shall promptly notify the other Party in writing if such Party becomes aware of any actual, threatened or suspected infringement of any Intellectual Property Rights.
- 3.7 When and if a trademark is used on or in connection with the Evolution Software and/or the Evolution Platform, the Operator shall:
 - 3.7.1 abide by the trademark laws and by what are considered to be sound practices in regard to trademark notice provisions in the Territory;
 - 3.7.2 properly use the "TM" or "®" designation and other trademark notice and information in accordance with such reasonable instructions that Evolution may, from time to time, provide in writing (email permitted); and
 - 3.7.3 not use the trademark as the generic name of the Evolution Platform.
- 3.8 The Operator shall both during and after the Term of this Agreement refrain from using, either directly or indirectly, any software, material or property, including (without limitation) any name, character, symbol, logo, and/or design, in a manner that breaches Evolution's Intellectual Property Rights.
- 3.9 Without prejudice to Section 9, Evolution's sole obligation is to replace the infringing part of the Evolution Platform with alternative software, with substantially similar functionality, free of any such infringements, or modify the software in such a manner that renders it non-infringing. If Evolution, for viable reasons, chooses not to replace or modify the infringing part of the Evolution Platform, Evolution will have the right to terminate this Agreement by giving thirty (30) calendar days' prior notice in writing and Clause 13.7 shall apply.
- 3.10 Other than as provided in this Section 3, and without prejudice to Section 9, the Operator shall not undertake any other action in response to any claim of any alleged infringement of Intellectual Property Rights.
- 3.11 Should the Operator wish to provide the Games on the Apple App Store, Evolution will provide the source code via an addendum to this Agreement.

4. TERRITORY; REGULATORY OBLIGATIONS; TSAs

- 4.1 The rights and licences in this Agreement are granted in the Territory, subject to the Operator's compliance with Applicable Law, for use of any of the Operator Services within the Territory only. In relation to the foregoing:
- 4.1.1 if the Operator breaches this Clause 4.1, this shall be deemed a Material Breach of the Agreement; and
 - 4.1.2 without prejudice to its other rights and remedies, Evolution shall have the right to suspend the availability (in general or with respect to certain markets/areas or Users) of all or parts of the Evolution Platform to the Operator where Evolution can supply the Operator with supporting documentation/evidence showing that the Operator does not have in place such technical and administrative measures (such as geo-blocking and IP addressing) in line with Good Industry Practice to ensure that (i) the Games are only being accessed by Users located in the Territory and (ii) the Branded Games are not being accessed by Users located in the territories from time to time listed in Annex A of Schedule 4.
- 4.2 The Parties may wish to regulate certain markets/jurisdictions falling within the definition of Territory by means of a TSA which may include additional terms and conditions as well as additional fees. For the sake of clarity, each and every TSA shall (i) incorporate the terms of this Agreement *mutatis mutandis*; (ii) may be subject to the superseding terms agreed between the Parties contained in the TSA including the holding of all permits/licenses required by Applicable Law in such new market(s)/jurisdiction(s); and (iii) shall form the agreement for the provision of the Games by the Operator in such market/jurisdiction.

5. PERFORMANCE OF THE SERVICES

- 5.1 Evolution may retain sub-contractors for any aspect of the provision of the Evolution Services. Evolution shall remain liable to the Operator for the compliance of its sub-contractors with the terms of this Agreement as if the performance of the sub-contractors was Evolution's own. Additionally, part of the Evolution Services may be provided by Evolution Group Companies.
- 5.2 Evolution shall be entitled to suspend the Evolution Services in the event that Evolution conducts Scheduled Maintenance and/or Emergency Maintenance to the Evolution Platform.
- 5.3 The Operator shall ensure that at all times during the Term the Operator's end-user terms and conditions provide for the following:
- 5.3.1 Users acknowledge and agree that their sole recourse in relation to any complaint, dispute or claim related in any manner to the Operator Services is to the Operator alone;
 - 5.3.2 Users agree to use the Games in accordance with the Operator's general terms and conditions inclusive of any Game-specific terms and conditions; and
 - 5.3.3 Users agree not to reverse engineer or decompile any of the Evolution Platform, modify, remove or obscure any proprietary notices placed on the Evolution Platform, copy the Evolution Platform by any means for any purpose whatsoever, attempt to derive source code or other Confidential Information from the Evolution Platform or use the Evolution Platform for any purpose other than playing the Games or in any way that could adversely affect Evolution's name, image or reputation.

6. FEES AND PAYMENT CONDITIONS

- 6.1 The Operator shall pay the Fees in Euro (€) to Evolution (or to an Evolution Group Company), as set out in the Commercial Terms Schedule 2 on the basis of data imported from the Back Office Tools. Fees may be invoiced by the relevant Evolution Group Company.
- 6.2 The Operator shall pay the Fees by bank transfer from an account held by the Operator with a reputable financial institution to an account nominated by Evolution, no later than fifteen (15) calendar days after the invoice date. A request by the Operator to adjust an invoice must be

made no later than five (5) Business Days after the last day of the Month covered by the invoice, following which the Operator shall not be entitled to make any adjustments to the relevant invoice (including, for the avoidance of doubt, make any permitted deductions in respect of such Month) in the absence of manifest error or fraud. If the requested adjustment is acceptable pursuant to this Agreement, it will be deducted from the invoiced amount of the following Month.

6.3 All and any Fees to be charged by Evolution pursuant to this Agreement are exclusive of any:

- 6.3.1 sales tax or other similar tax or charge;
- 6.3.2 withholding taxes that may from time to time be levied thereon in accordance with Applicable Law;
- 6.3.3 bank charges and expenses; and
- 6.3.4 costs, charges or mark-ups that may from time to time be levied thereon by the Third Party Platform (the "**Third Party Platform Fees**"). For greater clarity and by way of illustrative example, in the event that the Operator's Third Party Platform were to levy any Third Party Platform Fees on Evolution, such Third Party Platform Fees shall be added to the Fees and be due and payable by the Operator to Evolution. Accordingly, Evolution shall not be responsible for the payment of any such Third Party Platform Fees.

6.4 If the Operator fails to pay any amount payable by it under this Agreement (which is not subject to a Valid Dispute) by the due date Evolution shall be entitled, but not obliged, to:

- 6.4.1 charge interest on the overdue amount, from the due date up to the date of actual payment, at the rate of four per cent (4%) per annum above the base rate at the time of the European Central Bank, provided that the interest rate shall not exceed the maximum allowed by Applicable Law; and/or
- 6.4.2 after a grace period of fourteen (14) calendar days, immediately suspend the provision of the Evolution Services to the Operator until Evolution has received the full amount of arrears in its nominated account in cleared funds; and/or
- 6.4.3 terminate this Agreement immediately by written notice to the Operator where payment has not been received by Evolution in the manner set out in Clause 6.4.2 above within thirty (30) calendar days of the relevant due date; and/or
- 6.4.4 in the event of a persistent failure by the Operator to settle invoices on time, demand and receive from the Operator such sureties as to future payment (such as the provision of a parent company guarantee or a deposit against future obligations) as Evolution in its reasonable discretion may require, and the Parties agree that Evolution may continue to suspend the availability of the Evolution Services until Evolution has received such surety in a legally enforceable format;

in all cases without any liability to the Operator.

6.5 The Operator will reimburse Evolution for all costs and/or charges (including reasonable professional legal fees) incurred in collecting amounts due under this Agreement.

6.6 The Operator agrees and undertakes to procure that any Gambling Transactions will only be made in a FIAT Currency. The Operator is allowed to accept deposits and payments in Virtual Currencies, provided that any such deposits and/or payments made by Users to the Operator in Virtual Currencies are converted into a FIAT Currency when reported to Evolution.

6.7 The Fees set out in the Commercial Terms Schedule 2 will apply to all Gross Gaming Revenues and/or Net Gaming Revenues (as applicable) generated pursuant to this Agreement and pursuant to the Operator's organic growth. Accordingly, the Operator agrees that:

- 6.7.1 if the Operator merges or otherwise acquires or is acquired by an existing customer of Evolution, the agreement then in force between Evolution (or Evolution Group company) and that customer will continue in force until its term expires, after which the Parties will renegotiate the terms;
- 6.7.2 in cases other than those mentioned in Clause 0 above, the Fees stipulated under clause 1 of Commercial Terms Schedule 2 shall apply to the aggregated Gross Gaming

Revenues and/or Net Gaming Revenues (as applicable) generated by the Operator's organic growth and the acquired business' volumes.

7. SYSTEM

7.1 The Operator acknowledges that the provision of the Evolution Services is dependent upon the Operator:

- 7.1.1 implementing and maintaining at all times the System Operation Requirements; and
- 7.1.2 accepting and implementing without delay all Software Updates provided by Evolution relevant for the Operator Services;

and the Operator agrees that should it fail to abide by Clauses 7.1.1 and 7.1.2, it may adversely affect the provision of the Evolution Services. Evolution shall have no liability to the Operator for any Defect or other fault, unavailability, deficiency or other adverse effect affecting the Evolution Platform or the Operator Services to the extent attributable to the Operator's failure to ensure the matters set out in this Clause 7.1.

7.2 The Operator shall in line with Good Industry Practice be responsible for maintaining strict fraud control to ensure that cheating and other fraudulent or dishonest practices/behaviour by Users is minimized. The Operator shall apply appropriate safeguards in its own internal risk systems and include relevant contractual terms and conditions in its standard User agreements to enable the Operator to monitor unusual patterns of gameplay, suspend cash-outs to Users, withhold payments and withdrawals of winnings to its Users and to void relevant transactions, to ensure inter alia that:

- 7.2.1 winnings may be cancelled and stakes returned to Users, in the event that the Operator or Evolution, acting reasonably, should have reason to suspect, that a Game has been subject to game malfunction; and
- 7.2.2 winnings may be withheld and stakes retained by the Operator in the event that the Operator or Evolution should have reason to suspect, acting reasonably, (i) that the Game has been subject to fraudulent manipulation or tampering by a User/s; (ii) that a User has cheated or influenced the outcome of a Game; or (iii) that a User has otherwise created an unfair advantage in the outcome of a Game to their benefit. Evolution shall not be liable to the Operator in the event of any losses incurred by the Operator pursuant to any failure by the Operator to abide by the provisions of this Clause 7.2.

8. LIMITATION OF LIABILITY

8.1 Nothing in this Agreement excludes or in any way limits the liability of Evolution arising as a result of:

- 8.1.1 fraud;
- 8.1.2 wilful default;
- 8.1.3 death or personal injury caused by negligence;
- 8.1.4 any liability to the extent the same may not be excluded or limited as a matter of the governing law of this Agreement or pursuant to the express terms of this Agreement.

8.2 Subject to Clauses 8.1 and 8.3, the total aggregate liability of Evolution (including the Group companies or affiliated entities) under or in connection with this Agreement or with any collateral contract (explicitly including any failure to comply with a warranty obligation or indemnity) whether in contract, tort (including negligence), misrepresentation, breach of statutory duty or otherwise will not under any circumstances exceed two hundred fifty thousand Euro (€250,000) for any one event or series of connected events.

8.3 Subject to Clause 8.1, Evolution shall not be liable to the Operator under or in connection with this Agreement (explicitly including any failure to comply with a warranty obligation or indemnity agreed with the Operator), whether in contract, tort (including negligence), misrepresentation, breach of statutory duty or otherwise for any indirect, special, punitive or consequential loss of any kind or any loss of opportunities, loss of income (including actual or anticipated profits), loss

of business or contracts, loss of goodwill or reputation, loss of anticipated savings, damage to or corruption of data, wasted expenditure, whether or not the Operator was aware of the circumstances in which such loss could arise

- 8.4 If any failure by Evolution to provide the Evolution Services (or part thereof) is attributable to an External Event then Evolution shall not be liable for such failure.
- 8.5 If any failure by Evolution to provide the Evolution Services (or part thereof) under this Agreement is attributable to acts and/or omissions of both Parties, then the liability of each Party shall be proportional to their own failure.
- 8.6 Except as expressly provided in this Agreement all conditions, warranties, terms and undertakings, express or implied, statutory or otherwise in relation to the undertaking of the activities provided for in this Agreement are hereby excluded to the maximum extent permitted by law.
- 8.7 Neither Party shall be liable to the other Party for any enforcement action taken against it by any Government Agency or regulator.
- 8.8 A Party's general obligation at law to mitigate its loss shall extend to any loss that gives rise to a claim under the indemnities set out in this Agreement.
- 8.9 The Operator acknowledges and agrees that it shall bring any claim arising under or relating to this Agreement within twelve (12) Months from the date of the claim arising, or, if later, within twelve (12) Months from the date the Operator first became aware of the matters leading to the claim, and failure to do so shall result in any such claim automatically and irrevocably expiring.
- 8.10 The Parties acknowledge that (i) from time to time, as a result of a Force Majeure Event the provision of Evolution Services or parts thereof, can be temporarily disrupted or interfered with or not be delivered or received, (ii) the preceding provisions have been freely negotiated by the Parties who are independently legally advised and are of equal bargaining power and are considered by them to be reasonable having regard to the nature of the relationship between the Parties and the other provisions of this Agreement and that no interpretation of this Agreement shall be made *contra proferentem*.

9. WARRANTY AND INDEMNITY

- 9.1 Either Party warrants, represents and undertakes to the other Party that:
 - 9.1.1 it has full power, capacity, authority and right to execute and deliver this Agreement and to perform its obligations hereunder;
 - 9.1.2 its entering into this Agreement does not contravene any law, its constitution, any agreement to which it is a party or any judgment applying to it;
 - 9.1.3 other than the gambling licences, no approval, authorisation, consent or filing is required in connection with the execution, delivery and performance of this Agreement by such Party;
 - 9.1.4 this Agreement is executed by a duly authorised representative of such Party;
 - 9.1.5 it has title to and/or the authority to grant the rights or other licences to the other Party as set forth in this Agreement, including such licences to use any Intellectual Property Rights which may be required by the other Party to exercise its rights and perform its obligations under this Agreement;
 - 9.1.6 it will comply with Applicable Law, rules and regulations in the performance of its obligations under this Agreement;
 - 9.1.7 it shall have and maintain in place throughout the Term of this Agreement its own policies and procedures to ensure compliance with all applicable laws and regulations relating to anti-money laundering, anti-bribery and anti-corruption;
 - 9.1.8 it holds and shall maintain all necessary consents, approvals, authorisations and licences which are required to exercise its rights and perform its obligations under this Agreement for the duration for the Term;
 - 9.1.9 it is duly organised under the laws of its jurisdiction of incorporation;

- 9.1.10 it will immediately upon receipt, provide the other Party with copies of any complaints, orders or notices from authorities or industry bodies that relate to the other Party's compliance with any Applicable Law;
- 9.1.11 to the best of its knowledge and belief no litigation or administration action is in process or being threatened which involves a Party and which is reasonably likely to affect in a material manner the ability of such Party to perform its obligations under this Agreement; and
- 9.1.12 it is able to pay its debts when they fall due.

9.2 The Operator warrants, represents and undertakes to Evolution that:

- 9.2.1 it has, and/or its relevant Operator Group Companies, have full power, capacity, authority and right to operate the Operator Websites;
- 9.2.2 without limiting the other covenants, representations and warranties set forth in this Agreement, the Operator is and shall remain throughout the Term in full compliance with all gaming or gambling laws, regulations and policies applicable to Operator's performance of its obligations under this Agreement;
- 9.2.3 the Operator shall, at its own cost and expense, seek, obtain and maintain throughout the Term all necessary gaming approvals that it is required to possess in order to license and otherwise provide the Operator Services in the Territory in accordance with the Applicable Law of the Territory;
- 9.2.4 it will not knowingly say or do anything or omit to do anything that may bring the reputation of Evolution into disrepute or knowingly harm the goodwill in Evolution's Intellectual Property;
- 9.2.5 any information provided by the Operator in order to be approved by Government Agencies for the purpose of obtaining any applicable license or permit, and any subsequently provided regulatory-related information, is and shall remain true, accurate and complete in all material respects, and the Operator shall cooperate fully with Evolution in providing such information;
- 9.2.6 it shall at all times comply with the requirements of AML Legislation. In particular, the Operator shall (i) perform regular and adequate KYC checks on Users as may be required by AML Legislation and Applicable Law; (ii) maintain all required AML Documentation on its own payment processing providers and any additional third parties involved in the collection and forwarding of funds to and from Users as AML Legislation may require, (iii) where the Operator elects to accept funds through Virtual Currency methods, the Operator undertakes to ensure that it shall at all times adopt such additional processes and AML Documentation requirements so as to adequately and robustly determine the source of funds of Users and the true identity of such individuals and (iv) all deposits from Users shall be processed through licensed financial institutions;
- 9.2.7 it shall comply with any and all Responsible Gambling requirements from time to time applicable to the Operator; and
- 9.2.8 the Operator has not received written notice of any claim from any third-party, and has no actual knowledge of any such claim, pending or threatened, that the Operator Services, the Operator Websites or any part or component thereof, infringes or violates any third-party's Intellectual Property Rights.

9.3 Evolution warrants, represents and undertakes to the Operator that:

- 9.3.1 the Evolution Platform and any other materials or services provided by Evolution created for or used in connection with this Agreement, and the use thereof by Operator in accordance with the terms of this Agreement, will not infringe the Intellectual Property Rights of any third party;
- 9.3.2 it shall perform the Evolution Services under this Agreement with all due care and skill and in accordance with Good Industry Practice;
- 9.3.3 it will not knowingly say or do anything or omit to do anything that may bring the reputation of the Operator into disrepute or knowingly harm the goodwill in the Operator's Intellectual Property;
- 9.3.4 at the time that the Evolution Platform is made available to Operator, it will be free from Disabling Devices and it will use anti-virus and anti-malware software to screen the Evolution Platform to ensure that it is not subject to any Disabling Devices. If any such Disabling Device or other similar or harmful component is contained despite Evolution's

- efforts, Evolution shall correct this in the Evolution Platform, and/or correct such fault in any Game or remove such Game from the Evolution Platform (as the case may be);
- 9.3.5 the Evolution Platform does not contain anything that may reasonably be deemed to be Prohibited Content;
- 9.3.6 to the extent that the Evolution Software includes any third-party software, including software licensed under licenses known as "free", "libre" or "open source", Evolution fully complies with all terms of such third-party licenses. In addition, the Evolution Software will not contain, nor be a derivative work of, any software licensed under any license requiring disclosure of the source code of any work containing, derived from, interfacing with and/or linked to such software or limiting the right to charge for such work;
- 9.3.7 without limiting the other covenants, representations and warranties set forth in this Agreement, and further subject to Clause 10, Evolution is and shall remain throughout the term in full compliance with all Applicable Law, including without limitation all applicable gaming or gambling laws, regulations and policies applicable to Evolution's performance of its obligations under this Agreement;
- 9.3.8 it shall cause the Evolution Platform to operate in substantial conformity with the documentation (including manuals and specifications) provided by Evolution to the Operator either in printed or electronic form;
- 9.3.9 it will take all appropriate and necessary steps in accordance with the provisions of this Agreement to correct any material defect in the Evolution Platform;
- 9.3.10 all Intellectual Property Rights subsisting in any musical, associated literary works or sound recordings contained in the Games and/or rights in performance are owned by (or any necessary rights granted to) Evolution;
- 9.3.11 there are no Performing Rights or Related Fees payable by the Operator in respect of the use or exploitation of the Games; and
- 9.3.12 any information provided by Evolution in order to be approved by Government Agencies for the purpose of obtaining any applicable license or permit, and any subsequently provided regulatory-related information, is and shall remain true, accurate and complete in all material respects, and Evolution shall cooperate fully with Operator in providing such information.
- 9.4 The Operator shall (subject to the provisions of Clause 9.5) as an enduring obligation that shall survive the termination (for whatever reason) or expiry of this Agreement defend, indemnify, hold harmless, and keep Evolution and any member of its Group (together with their officers, servants and agents) (collectively, the "**Evolution Indemnified**") indemnified subject to the limitations/capping of liability set out in Section 8 from any and all liability, losses, expenses, damages and costs (including reasonable professional legal fees) incurred or suffered in connection with any claim, dispute or proceedings brought by a third party, including any rights holders, Users, data subjects or Government Agency against any of the Evolution Indemnified arising in connection with:
- 9.4.1 any breach by the Operator of its obligations under Clauses 1.2 or 1.3; and
- 9.4.2 any breach by the Operator of its representations and warranties set out under Clauses 9.1 and 9.2; and
- 9.4.3 any breach by the Operator of its obligations under Clauses 11 and 12 and Schedules 2, 3 and 4.
- 9.5 A Party seeking indemnification under Clauses 9.4 (hereinafter a "**Claim**") shall: (i) promptly notify the indemnifying Party in writing of any claim eligible for indemnification; (ii) give the indemnifying Party full information and assistance in connection with a Claim; (iii) give the indemnifying Party the sole right to control the defence or to settle such Claim (excluding any regulatory action against the indemnified Party); and (iv) not make any admissions without the indemnifying Party's prior written consent or prejudice the indemnifying Party's defence or prejudice the indemnifying Party's endeavours to settle a Claim provided that the indemnifying Party shall consult in good faith with the indemnified Party prior to taking court action, settling or admitting a Claim.
- 9.6 Evolution will have no liability for, and no obligation to defend or indemnify the Operator against, any Claim to the extent it is based on:

- 9.6.1 the combination, operation or use of the Evolution Software with other materials not licensed or authorised by Evolution where the alleged infringement relates to such combination, operation or use and not to the Evolution Software;
- 9.6.2 use of the Evolution Platform other than in accordance with the terms of this Agreement including (but not limited to) the Operator's use of the Evolution Platform outside the Territory and/or in breach of Schedule 4;
- 9.6.3 any amendments or modifications to the Evolution Platform not made or authorised in writing by Evolution, to the extent the alleged infringement relates to such amendment or modification;
- 9.6.4 the Operator's use of the Evolution Platform after Evolution's notice to the Operator that it must cease use of the Evolution Platform; or
- 9.6.5 any act or omission of the Operator in breach of this Agreement.

10. CHANGE IN LAW

- 10.1 Each Party acknowledges that, in the case where Evolution operates or hosts the Evolution Platform on the one hand, and the case where the Operator fulfils its obligations under this Agreement on the other hand, each of their ability to perform their obligations under this Agreement are subject to Government Agency oversight under Applicable Law. As a consequence, in the event of a Material Adverse Change, the Parties will discuss the impact of such change and/or intervention in good faith to see if the effect can be mitigated and each Party will take all reasonable action necessary to mitigate the effect of dealing with the change or intervention. If the Parties are unable to agree upon the impact of the change and the action necessary to mitigate the effect of the change within thirty (30) calendar days of such change or intervention taking place or being proposed, either Party shall be entitled to terminate this Agreement without liability. For the avoidance of doubt, material adverse changes in taxation outside of the Territory shall not be a Material Adverse Change.
- 10.2 In the event that either Party becomes the subject of or is notified that it will become the subject of, a regulatory or court investigation connected with this Agreement which could result in regulatory or court proceedings, it shall promptly notify the other Party in writing.

11. DATA PROTECTION

All personal data processed under this Agreement or in connection therewith shall be processed in accordance with Applicable Law. The Parties shall comply with their respective obligations as set forth in the DPA.

12. CONFIDENTIALITY; DUE DILIGENCE AND NON-SOLICITATION

- 12.1 Subject to Clause 12.2, each Party (the "**Receiving Party**") agrees that it will at all times during the Term and for a period of three (3) years thereafter keep secret and confidential all of the other Party's (the "**Disclosing Party**") Confidential Information which at any time before or during the Term comes into the Receiving Party's knowledge, possession or control, and shall not use the Disclosing Party's Confidential Information for any purposes other than those required or permitted by this Agreement, or disclose the Confidential Information to any third party, without the Disclosing Party's prior written consent.
- 12.2 The obligations of confidentiality referred to in this Clause 12 shall not apply to any information which:
 - 12.2.1 is or becomes publicly available through no fault of the Receiving Party;
 - 12.2.2 has been independently developed by the Receiving Party without reliance on the Disclosing Party's Confidential Information;
 - 12.2.3 the Disclosing Party has given prior written approval to the disclosure; or
 - 12.2.4 is required to be disclosed by stock exchange regulation, law or the applicable rules and regulations of any competent regulatory body or authorities granting gaming licenses or certificates to the Parties, or Government Agency to which either Party is subject provided that (to the extent permitted by law) any such disclosure shall be made only

after consultation with the Disclosing Party or, where this is not possible, the Disclosing Party shall be notified as soon as reasonably practicable after disclosure and the obligations of confidentiality under this Clause 12 relating to such information shall otherwise continue to apply, save to the extent of the disclosure necessary to satisfy such requirement.

- 12.3 The Receiving Party may disclose Confidential Information received from the Disclosing Party to those of the Receiving Party's employees and advisers who have reasonable need to see it requirements (each, a "**Recipient**") provided that the Receiving Party shall procure that each Recipient is bound by obligations of confidentiality in respect of such Confidential Information at least as restrictive as those under this Agreement.
- 12.4 Each Party as a Receiving Party will implement and maintain appropriate security procedures to prevent damage, loss or corruption of, or unauthorised access to the Disclosing Party's Confidential Information offering at least the same level of protection than the measures used to safeguard the Receiving Party's own Confidential Information.
- 12.5 For the avoidance of doubt, any copies of records made by the Receiving Party that constitute or incorporate any of the Disclosing Party's Confidential Information shall be subject to the obligations of confidentiality contained in this Agreement.
- 12.6 Without prejudice to any other specific provision of this Agreement, each Party shall from time to time at its own cost and expense do such things and provide such assistance and support to the other Party as may reasonably be required in order to enable the other Party to comply with any demonstrable legal or regulatory requirements applying to the subject matter of this Agreement.
- 12.7 During the term of this Agreement, the Operator will reasonably cooperate with any reasonable due diligence review conducted by Evolution, including, without limitation, by providing AML Documentation, as Evolution may reasonably request from time to time.
- 12.8 Neither Party shall, and the Parties shall procure that they and all persons comprising their Group shall not, authorise, encourage or permit any director, manager, employee, affiliate or agent of such Party or of any member of such Party's Group, to directly or indirectly: solicit, initiate, encourage or knowingly induce any employee involved in the operation of the other Party (in the case of Evolution including any employee involved in the operation of the Studio or the Evolution Services) away from such Party or from any member of such Party's Group, to become an employee of, or a consultant to, such Party or a member of such Party's Group. The foregoing shall not prevent either Party from engaging in general means of solicitation for employees or consultants, such as job or internet postings (provided that such solicitation is not selectively targeted at the employees of the other Party), or from hiring or engaging any person responding to such general means of solicitation. The Parties agree that a breach by a Party of its obligations under this Clause 12.8 shall be considered a Material Breach of the Agreement.

13. TERM, TERMINATION AND SUSPENSION

- 13.1 This Agreement will become effective on the Commencement Date and shall continue in full force and effect for the Initial Term unless otherwise terminated in accordance with this Agreement. After the expiry of the Initial Term, the Agreement shall continue in full force and effect unless or until terminated by either Party, which either Party may do at any time subject to having served no less than twelve (12) months' prior written notice on the other Party, such notice not to be given before the expiry date of the Initial Term.
- 13.2 This Agreement may be terminated immediately by either Party, by written notice to the other Party, as follows:
 - 13.2.1 on or after the occurrence of a Material Breach and/or non-Material Breach of this Agreement by the other Party provided that, if the non-Material Breach in question is capable of remedy, the Party in breach shall not have remedied the same within fourteen (14) calendar days of having been given notice in writing specifying the breach and requiring it to be remedied; or

- 13.2.2 on or after the occurrence of an Irremediable Material Breach of this Agreement by the other Party; or
 - 13.2.3 if the other Party ceases to do business, becomes unable to pay its debts when they fall due, becomes or is deemed insolvent, has a receiver, manager, administrator, administrative receiver or similar officer appointed in respect of the whole or any part of its assets or business, makes any composition or arrangement with its creditors, takes or suffers any similar action in consequence of debt or an order or resolution is made for its dissolution or liquidation (other than for the purpose of solvent amalgamation or reconstruction), or enters into liquidation whether compulsorily or voluntarily.
- 13.3 The provision of the Evolution Services and/or the Operator Services (as the case may be) may be terminated or partially terminated immediately by either Party, by written notice to the other Party, as follows:
- 13.3.1 if: (i) any Government Agency imposes a new requirement in the Territory or varies any existing requirement (including any requirement that that a Party be qualified for or hold or maintain any license, permit or approval which such Party does not duly comply with) that conflicts with the terms of this Agreement; or (ii) Evolution is informed by any Government Agency in the Territory that the provision of the Evolution Services is to be investigated by them or is, or is likely to be, in breach of any relevant regulatory or licensing provision or condition which cannot reasonably be remedied; or
 - 13.3.2 if a Party fails to apply for, obtain in a timely fashion or maintain any license, permit or approval in the Territory required by any Government Agency or by Applicable Law or regulation.
- 13.4 This Agreement may be terminated immediately by the non-defaulting Party, by written notice to the defaulting Party, as follows:
- 13.4.1 by the Operator for the default of Evolution under the circumstances provided for in Clause 2.9 of Schedule 5 (SLA); or
 - 13.4.2 by Evolution for the default of the Operator under the circumstances provided for in Clauses 6.4 or 0; or
 - 13.4.3 by Evolution in the event that the Operator is acquired by a Competitor of Evolution if, following such acquisition, the Competitor Controls the Operator; or
 - 13.4.4 by Evolution if the Operator uses, or attempts to use Evolution Services and/or the Operator Services (as the case may be) in any manner or form that is illegal or that is reasonably likely to bring Evolution into disrepute or in any way endanger any of Evolution's licenses, permits or approvals in each case granted by a Government Agency; or
 - 13.4.5 if the other Party does not satisfy AML Documentation enquiries as envisaged in Clause 12.7, or ceases to satisfy them at any time during the Term; or
 - 13.4.6 if the defaulting party in breach of Applicable Law; or
 - 13.4.7 in the event of a Material Adverse Change.
- 13.5 This Agreement may be terminated immediately by Evolution, by written notice to the Operator, if the Live Date has not occurred within one hundred eighty (180) calendar days of the Commencement Date.
- 13.6 Evolution may, acting reasonably, suspend, replace or change all or any part of the Evolution Services provided under this Agreement, without prior notice to the Operator, in order to avoid, minimise or end any actual or perceived infringement of Applicable Law or of any regulations or guidance which is notified to it or issued by any appropriate Government Agency. In such circumstances, Evolution shall use commercially reasonable efforts to notify the Operator of any such contemplated suspension, replacement or change as soon as practicable after having received notice thereof, or if prior notice to the Operator is not practicable, then as soon after implementation thereof as is practicable.
- 13.7 On termination of this Agreement for whatsoever reason, or otherwise on expiry of the Term, the Operator's and, to the extent applicable, any of the Operator Group Companies' right to use the Evolution Services shall immediately end and:

- 13.7.1 Evolution shall cease to provide the Evolution Services and the Operator shall cease to use them;
- 13.7.2 the Operator shall remove the links to the Evolution Platform from the Operator Services and shall expunge all data and Confidential Information of Evolution from its IT systems (subject to any obligation imposed on the Operator under Applicable Law);
- 13.7.3 all licences granted pursuant to this Agreement shall terminate immediately;
- 13.7.4 each Party shall, upon the other Party's written request, promptly deliver to or otherwise dispose of (as directed by the other Party) any and all relevant materials and property belonging or relating to the other Party, including all Confidential Information of the other Party, and all copies of the same, then in its possession, custody or control; and
- 13.7.5 the Operator shall pay all outstanding amounts (excluding any amounts subject to a Valid Dispute) owed to Evolution within seven (7) days but shall have no obligation to pay any Fees incurred after the date of termination. To the extent applicable, any amounts subject to a Valid Dispute shall be paid within seven (7) days of the dispute being resolved.

In the event that this Agreement is only partially terminated in relation to particular Operator Website(s) or part of the Evolution Services, the above Clause 13.7.1 – 13.7.3 shall apply in relation to the relevant Operator Website(s) and the relevant part of the Evolution Services.

- 13.8 Termination of this Agreement shall not affect any accrued rights or liabilities of either Party nor shall it affect the coming into force or the continuance in force of any provision(s) which is expressly or by implication intended to come into or continue in force on or after such termination.
- 13.9 All provisions of this Agreement which are by their nature intended to survive the expiration or termination of this Agreement shall survive such expiration or termination including, without limitation, the terms stipulated in Clauses 3 (Intellectual Property), 6 (Fees and Payment Conditions), 8 (Limitations of Liability), 12.1 to 12.6 (Confidentiality), 12.8 (Solicitation), 13.7 (Consequences of Termination), 13.9 (Surviving Clauses), 14 (Entire Agreement), 15 (Notice), 17 (Applicable Law; Disputes), 18 (General); the Definitions Schedule 1, the Commercial Terms Schedule 2 and the DPA (Schedule 3).

14. ENTIRE AGREEMENT

This Agreement constitutes the whole agreement between the Parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter. Each Party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in this Agreement.

15. NOTICE

- 15.1 All notices shall be in writing and given by personal delivery, certified mail, return receipt requested, by commercial overnight courier, or, except in relation to legal notices, by email, to the authorised representative at the recipient's address set forth below or to such other address as either Party may specify by the written notice to the other. Notice shall be deemed given on (a) the date of personal delivery, (b) the third (3rd) Business Day after mailing, (c) the next Business Day after delivery via an overnight courier (unless the return receipt of the courier's record evidences a later delivery) or (d) at the time the party sending notice by email receives verification of receipt by the receiving party in the case of notices by email.

15.2 Addresses for notices:

15.2.1 Evolution:

Attn. Chief Commercial Officer
Level 1, Spinola Park,
Mikiel Ang. Borg Street,
St. Julians SPK1000,

15.2.2 the Operator:

Attn: _____ UBO _____

@_____
Contact details for invoicing:
Attn: __finance@dmgsolutionsbv.com__

Malta

With a copy to:

Evolution

Attn. Chief Legal Officer

Level 1, Spinola Park,

Mikiel Ang. Borg Street,

St. Julians SPK1000,

Malta

Email: jsimonsson@evolution.com

16. FORCE MAJEURE

- 16.1 The Parties acknowledge that from time to time, as a result of a Force Majeure Event (i) the Evolution Services provided under this Agreement by Evolution can be temporarily disrupted or interfered with, delayed or not be delivered or received; and/ or (ii) the Operator may be unable to offer the Games to Users on the Operator Websites.
- 16.2 Neither of the Parties shall be liable for any failure or delay in performance under this Agreement due to a Force Majeure Event, except in relation to the Operator's payment obligations and in relation to each Party's obligations in relation to the other Party's Intellectual Property Rights which shall continue to apply notwithstanding a Force Majeure Event. Each Party acknowledges and agrees that neither the other Party nor any of its shareholders, directors, officers, employees or representatives will be liable for any such Force Majeure Event in connection with this Agreement.
- 16.3 On case the performance of a Party's obligations (other than in relation to payment) under this Agreement becomes impossible or delayed due to a Force Majeure Event the Party so affected shall without undue delay notify the other Party in writing of the occurrence of a Force Majeure Event. The Parties will use reasonable endeavours to work around any Force Majeure Event.
- 16.4 In the event that a Force Majeure Event continues for a period longer than two (2) consecutive Months, the Parties shall consult with each other with respect to the treatment of this Agreement for the best possible outcome for both Parties.

17. APPLICABLE LAW; DISPUTES

- 17.1 This Agreement shall be governed by the laws of Malta.
- 17.2 The Parties agree that they will attempt to resolve any Dispute through mediation in Malta in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed between the Parties, the mediator will be nominated by CEDR. To initiate the mediation a Party must give notice in writing to the other Party requesting a mediation. A copy of the request should be sent to CEDR. The mediation will start not later than thirty (30) days after the date of the notice.
- 17.3 If mediation in accordance with Clause 17.2 above is not successful in resolving any Dispute, such Dispute shall be settled by arbitration, in accordance with Part V (International Arbitration) of the Malta Arbitration Act and the Arbitration Rules of the Malta Arbitration Centre as at present in force. It is agreed that:
- 17.3.1 The appointing authority/administrator of the arbitration shall be the Malta Arbitration Centre;
- 17.3.2 The number of arbitrators shall be three (3);
- 17.3.3 The place of arbitration shall be Malta;
- 17.3.4 The language(s) to be used in the proceedings shall be English
- 17.3.5 The applicable substantive law shall be Maltese law; and
- 17.3.6 The arbitrator shall decide *ex aequo et bono* (according to equity and conscience).

- 17.4 Clauses 17.2 and 17.3 shall, however, not in any way limit: (a) Evolution's freedom to enforce its rights under this Agreement in respect of any dispute relating to unpaid fees and/or invoices issued under this Agreement; or (b) either Party's freedom to enforce its rights under this Agreement in respect of any dispute relating to its Intellectual Property Rights, in any jurisdiction. By agreeing to arbitration, the Parties do not intend to deprive any court of competent jurisdiction of its ability to issue any form of provisional remedy, including a preliminary injunction, or order any interim or conservatory measure. A request for such provisional remedy or interim or conservatory measure by a Party to a court shall not be deemed a waiver of the agreement to arbitrate under this Clause 17.

18. GENERAL

- 18.1 If any Clause in this Agreement, or any part of a Clause, is found by any court, regulatory or administrative body of competent jurisdiction to be illegal, invalid or unenforceable, and the Clause (or the part) in question is not of a fundamental nature to the Agreement as a whole, the legality, validity and enforceability of the remainder of the Agreement (including the remainder of the Clause which contains the relevant provision) shall not be affected.
- 18.2 Where the above Clause 18.1 is applicable, the Parties shall use all reasonable endeavours to agree upon any lawful and reasonable variations to the Agreement which may be necessary in order to achieve, to the greatest extent possible, the same effect as would have been achieved by the invalid Clause, or the part of the invalid Clause, in question.
- 18.3 Any waiver by a Party in writing of any of the other Party's obligation hereunder, or any failure to insist upon strict compliance with any obligation shall not operate as a waiver of, or estoppel, of the waiving Party's rights and remedies with respect to any subsequent or other failure.
- 18.4 This Agreement may be executed in any number of counterparts (each of which taken together will be deemed to constitute one and the same agreement and each of which individually will be deemed to be an original) with the same effect as if the signatures on each counterpart were the same as the original document. Transmission of an executed counterpart of this agreement (but for the avoidance of doubt not just a signature page) by (a) fax or (b) e-mail (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this agreement.
- 18.5 Subject to Clause 1.3, nothing in the Agreement is intended for the benefit of any third party and the Parties do not intend that any term of the Agreement should be enforceable by a third party.
- 18.6 Both Parties are independent contractors under this Agreement. Nothing herein contained shall be deemed to create an employment, agency, joint venture or partnership relationship between the Parties hereto or any of their agents or employees, or any other legal arrangement that would impose liability upon one Party for the act or failure to act of the other Party. Neither Party shall have any express or implied power to enter into any contracts or commitments or to incur any liabilities in the name of, or on behalf of, the other Party, or to bind the other Party in any respect whatsoever.
- 18.7 Subject to Clause 18.8, neither Party shall make or allow the publication of any press release or public announcement with respect to this Agreement, without the prior written approval of the other Party.
- 18.8 A Party may, without the prior consent of the other Party, issue such press release or make such public statement with respect to this Agreement as may be required by Applicable Law or by any listing regulations and/or agreements regulating its publicly-traded securities, provided that the Party intending to make such release shall use its commercially reasonable efforts consistent with such Applicable Law to consult with the other Party with respect to the timing and content of the press release or public statement.
- 18.9 Amendments to this Agreement shall be in writing and signed by both Parties.

- 18.10 Evolution shall have the right to mention the fact that the Operator is a customer of Evolution on its website and promotional material subject to the approval of the Operator, which should not be unreasonably withheld.

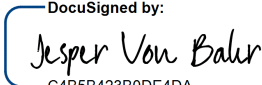
EXECUTION PAGE

Unless prohibited by law, all Parties agree and intend that an electronic copy of this signed Agreement, or an electronically signed version of this Agreement, shall have the same force and legal effect as if executed with an original ink signature.

The following Schedules shall be construed with and as an integral part of this Agreement:

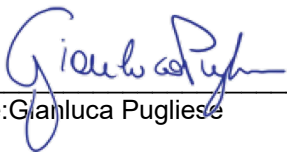
Schedule 1 – Definitions and Interpretation
Schedule 2 – Commercial Terms
Schedule 3 – Data Processing Agreement
Schedule 4 – Branded Games
Schedule 5 – Service Level Agreement
Schedule 6 – NOT IN USE
Schedule 7 – Agreed Format of Localised Agreement
Schedule 8 – Work Order Form

For and on behalf of:
EG OVERSEAS SERVICES B.V.

DocuSigned by:

C4B5B423B0DE4DA...

Jesper von Bahr
Director 12/22/2021
Date: _____

For and on behalf of:
DMG SOLUTIONS B.V.


Name: Gianluca Pugliese
UBO
Date: 20/12/2021 _____

SCHEDULE 1: DEFINITIONS ("DEFINITIONS SCHEDULE")

1. Definitions and Interpretation

- 1.1 In this Agreement the following capitalised terms shall have the following meanings (and for the avoidance of doubt to the extent that any of the following definitions contain operative provisions, such operative provisions shall take effect as if they were contained in the operative Clauses of this Agreement):

"Agreement"	means this 'software as a service' agreement together with all its schedules.
"AML Documentation"	means due diligence and Know Your Customer ("KYC") documentation provided by the respective Parties.
"AML Legislation"	means all anti-money laundering, anti-terrorist financing, government sanction and KYC laws in effect in any jurisdiction in which a Party carries on business or owns assets, including any guidelines or orders thereunder.
"Apple App Store"	means the app store platform, developed and maintained by Apple Inc., for mobile apps on its iOS and iPadOS operating systems.
"Applicable Law"	means those laws, statutes, ordinances and regulations of those jurisdictions that apply to the activities of the Parties under this Agreement, including (but not limited to) those relating to the marketing, use and provision of gaming and betting services.
"Back Office Tools"	means that suite of support tools for the Evolution Platform and for the Games provided by Evolution, from time to time, which allow the Operator to provide customer services and which provide the Operator with access to reports and account administration.
"Blackjack Growth Package"	means the provision by Evolution to the Operator of low stakes classic blackjack Generic Tables, each table provided as part of this package being referred to individually as a "Blackjack Growth Table" .
"Blackjack Growth Table Fee"	has the meaning set out in the Commercial Terms Schedule (Schedule 2).
"Bonus(es)"	means all and any bonuses granted by the Operator to Users via the said Reward Games.
"Branded Game(s)"	means Non-Live Games that incorporate content licensed by Evolution Group Company/ies from the Intellectual Property Owner(s) which are being licensed to the Operator under the terms and conditions of the Branded Games Schedule (Schedule 4).
"Business Day(s)"	means any day which is not a Saturday, a Sunday or a bank or public holiday in Malta.
"Claim"	has the meaning set out in Clause 9.9 of the main body of the Agreement.
"Clause(s)"	means a clause of this Agreement.

“Code of Conduct”	means any code of conduct (including relating to responsible gaming) issued by a regulatory authority and applicable to the Games (or to the marketing of such Games) to Users.
“Commencement Date”	means the date of the last signature of this Agreement.
“Commission Fees”	means and includes all fees payable by the Operator pursuant to the terms of the Agreement in consideration for access to the Evolution Platform calculated as a percentage of revenues as further set out in the Commercial Terms Schedule (Schedule 2).
“Competitor”	means, in the case of the Operator, any other service provider or operator of online gaming services anywhere in the World and, in the case of Evolution, any other service provider of live casino games and non-live casino games on a B2B basis or to 'B2C' gambling operators over the Internet anywhere in the World.
“Confidential Information”	means all commercial, financial, marketing, technical or other information of a secret or confidential nature (including trade secrets, Intellectual Property Rights, know-how and customer information) relating to a Party and disclosed (whether in writing, verbally or by any other means and whether directly or indirectly) by such Party to the other Party whether before, on, or after the Commencement Date.
“Control”	means that a person possesses (directly or indirectly) the power to direct or cause the direction of the management and policies of another person, whether through the ownership of voting shares, partnership interests, representation on its board of directors or similar governing body or by contract, or otherwise, and “Controls” and “Controlled” shall be interpreted accordingly. Without limiting or derogating from the generality of the foregoing, a person shall be deemed to Control another if they hold more than fifty per cent (50%) of any one of the means of control described above.
“Copyright”	shall mean the copyrights and design patents, and any renewals or extensions thereof, and all derivative works thereof in any medium now known or hereafter devised including, without limitation, motion pictures and other audio-visual works; electronic, interactive multimedia and on-line works; literary, musical, dramatic, pictorial, graphic, architectural and sculptural works; industrial designs; sound recordings; and any and all ancillary or subsidiary works based thereon.
“Core Game(s)”	mean the Non-Live Games forming part of Evolution's core offering, which include non-branded slots, classic slots, video poker, lottery, mini-games, local jackpots, non-live table games, Pooled Jackpots, and any other game that may be classified by Evolution as a Core Game from time to time.
“Critical Defect(s)”	means a Technical Defect that either: (a) prevents the running of either the Evolution Platform as a whole, or any one or more of the individual Games; or (b) prevents fifty per cent (50%) or more of Users from (i) placing stakes on any one or more Game(s) or (ii) from joining any Game or continuing to play any

	Game; or (c) where the payback percentage on any Game is disproportionate by reference of any odds given or otherwise.;
“Dedicated Environment”	means such floor space in a Studio as identified and agreed between the Parties that is for the exclusive use of the Operator’s Private Dedicated Table(s) which shall be customised exclusively for the Operator’s brands and operations.
“Technical Defect(s)”	means a Critical Defect, a Major Defect, or a Minor Defect as the case may be.
“Defect Report”	means a written (including for these purposes email) notification sent by the Operator to Evolution reporting a Technical Defect and which must comply with the requirements of Clause 3 of SLA.
“Derivative Work”	means (a) for copyrightable or copyrighted material: a work that is based upon one or more pre-existing works, such as a revision, modification, translation, abridgment, condensation, expansion, collection, compilation or any other form in which such a pre-existing work may be recast, transformed or adapted, and that, if prepared without authorization by the owner of the pre-existing work, would constitute copyright infringement; (b) for patentable or patented material: any adaptation, addition, improvement, or combination based on a pre-existing work; and (c) for material subject to trade secret or protection or confidentiality obligations: any new material, information, or data relating to and derived from such existing trade secret material or Confidential Information, including new material which may be protected by copyright, patent, trade secret or other proprietary rights.
“Disabling Devices”	means any malware or other computer code (a) that is designed to disrupt, disable, harm, or otherwise impede in any manner the operation of any software program or code, or any computer system or network (commonly referred to as “malware”, “spyware”, “viruses” or “worms”); (b) that would disable or impair the operation thereof or of any software, computer system or network in any way based on the elapsing of a period of time or the advancement to a particular date or other numeral (referred to as “time bombs”, “time locks”, or “drop dead” devices); (c) that is designed to or could reasonably be used to permit Evolution or any third party to access any computer system or network (referred to as “trojans”, “traps”, “access codes” or “trap door” devices); or (d) that is designed to or could reasonably be used to permit Evolution or any third party to track, monitor or otherwise report the operation and use of any hardware, software program or any computer system or network (excluding traffic reports or IP address related functions) by the Operator, any of its customers or contractors.
“Disclosing Party”	has the meaning set out in Clause 12.1 of the main body of the Agreement.
“Dispute”	means any dispute or difference, controversy or claim arising out of or in connection with the Agreement (including without limitation any question regarding its existence, validity, interpretation, performance or termination).

“Downtime”	means when a Game is: (i) affected by an unresolved Critical Defect; or (ii) entirely unavailable for use.
“DP Law”	means any applicable data protection legislation in force from time to time in the Territory including, without limitation, national legislation implemented pursuant to Directive 95/46/EC and Regulation (EU) 2016/679.
"Emergency Maintenance"	means any maintenance resulting in the unavailability of the Evolution Platform for which Evolution provides the Operator with fewer than twenty-four (24) hours' prior notice, including no prior notice;
“Evolution Group Company/ies”	means all entities which directly or indirectly Control, are Controlled by, or are under direct or indirect common Control with, Evolution, from time-to-time.
“Evolution Indemnified”	has the meaning set out in Clause 9.4 of the main body of the Agreement.
“Evolution Platform”	means Evolution’s in-house hardware and software architecture used by Evolution to provide the Evolution Services by means of which the Operator (and/or a member of its Group) may access (a) the Games to offer them to Users, (b) the Back Office Tools (c) the MCR Services, as well as other services that Evolution may, at its sole discretion, opt to offer from time to time through the Evolution Platform.
“Evolution Services”	means the operation of the Evolution Platform and the provision thereof, to the Operator, as well as the provision of access to the Games, the MCR Services, the Back Office Tools and the performance by Evolution of the other services, obligations and functions provided for in the Agreement, as such functions and services may evolve or be supplemented, enhanced, modified or replaced from time to time in accordance with the terms of the Agreement.
“Evolution Software”	means the software used by Evolution to provide the Evolution Platform (and whether proprietary to Evolution or licensed to it by its third-party licensors) including the Games and including the Documentation and all Software Updates from time-to-time, any and all software releases, patches, updates and other deliverables supplied by Evolution to the Operator and any any Derivative Work resulting from enhancements, changes, additions or modifications made to the Evolution Software under the terms of the Agreement.
“Excluded Jurisdiction(s)”	means those jurisdictions listed in Annex A of the Branded Games Schedule (Schedule 4), as these may be amended from time to time.;
“External Event”	means any of the following, which has a material adverse effect upon the performance by Evolution of its obligations: a) failure by the Operator to comply with the System Operation Requirements; or b) any material failure of or defect in the Operator Website(s) (including its interfaces with the Evolution Platform) or any of the Operator's hardware, software

	and/or other systems used in connection with the Evolution Platform; or c) Force Majeure Events; or d) any act of any Government Agency; or e) any act or omission of the Operator or of its User(s).
“FIAT Currency”	means any currency lacking intrinsic value that is declared legal tender by a Government Agency, and which is not a Virtual Currency.
“First Game(s)” Person	means the games owned or licensed by Evolution that are determined by an electronic random number generator system and include as at the Commencement Date games such as (i) First Person RNG Roulette; (ii) First Person RNG Blackjack; (iii) First Person RNG Lightning Roulette; (iv) First Person RNG Dreamcatcher; (v) First Person Craps; (vi) First Person Mega Ball; (vii) First Person Top Card; (viii) First Person Baccarat; (ix) First Person Dragon Tiger; (x) First Person Lightning Blackjack; (xi) First Person American Roulette; (xii) First Person Bingo; (xiii) First Person Double Ball Roulette. The Parties agree that future First Person Games launched and/or licensed by Evolution may be added and existing First Person Games may be removed by Evolution from time to time subject to prior notice being provided to the Operator.
“FLS”	means first line support.
“Force Event” Majeure	means any cause beyond a Party's reasonable control including, but not limited to (i) acts of God, flood, earthquake or other serious natural disasters; (ii) epidemics and pandemics; (iii) terrorist attack, civil war, civil commotion, riots, war; (iv) nuclear, chemical or biological contamination; (v) change of legislation, change of custom, governmental acts; and (vi) strike or lock-out.
“Game(s)”	means those games for remote-based gaming supplied by Evolution from time to time via the Evolution Platform inclusive of the Live Games and the Non-Live Games.
“Gambling Transaction(s)”	any gambling, placing of bets by Users, withdrawals and/or payments made from the Operator to Users.
“Game Group”	means each category of Games licensed by Evolution to the Operator pursuant to this Agreement, which categories consist as at the Commencement Date of: 1. the Live Games including: 1.1 Generic Tables; 1.2 Branded Live Games; 1.3 High Stakes Tables; 1.4 Blackjack Growth Package; and to the extent commissioned by the Operator and agreed to in writing by Evolution: 1.5 Private Dedicated Table(s) which may be provided in a Dedicated Environment; and 1.6 Native Tables. 2. the Non-Live Games including: 2.1 Core Games (which may be further categorised on a brand basis); 2.2 Table Games (which may be further categorised on a brand basis);

	2.3 Branded Games (which may be further categorised on a brand basis); 2.4 Premium Games (which may be further categorised on a brand basis); and 2.5 First Person Games, any further or additional game category/ies that Evolution may release from time to time by notice in writing to the Operator. Each such category will also be referred to individually as a “Game Group” and collectively as the “Game Groups”.
“Game Presenter(s)”	means such person(s) employed by Evolution in a rotating shift (work) environment to host and deal a variety of Live Games in Evolution’s Studio live on camera for Users to wager real money thereon.
“Game Presenter Services”	means the provision by Evolution of all personnel including the Game Presenter(s) and the Operational Staff required to operate the Live Games (inclusive of the Private Dedicated Tables) in such native languages or in such other languages as the Parties may, from time to time, agree from the Studio/s.
“Gaming Tax”	means those taxes collected by a Government Agency in a Regulated Jurisdiction specifically on revenues derived from stakes, wagers or any other bet placed on the Games by Users but excluding (i) any gaming licence fees or costs payable in connection with any gaming approval; (ii) any consumption or sales tax such as V.A.T.; (iii) any withholding tax; (iv) income tax and (v) corporation tax.
“Gaming Tax Capping”	Means a maximum cap on the Gaming Tax in relation to the Regulated Jurisdictions which is calculated on the Gross Gaming Revenues. For the avoidance of doubt, should the Operator enter a Regulated Jurisdiction, it is Evolution’s discretion whether or not Gaming Tax shall be deducted and the Gaming Tax Capping shall be agreed to be the Parties in writing on a case-by-case basis.
“Generic Tables”	means unbranded generic blackjack, roulette and baccarat tables used for Live Games which: (i) offer Game Presenter Services in the English language; (ii) allow Users to chat with Game Presenter(s) and with other Users; (iii) allow play by both the Users and the players of other licensees of Evolution (i.e. play is pooled); (iv) may be operated up to 16/7 (with the exception of roulette, ‘Infinite Blackjack’ and ‘Slingshot Roulette’ that operate 24/7) as agreed in writing from time to time between the Parties; and (v) support an unlimited number of concurrent Users.
“Go Live Button”	means the relative Evolution Non-Live Game’s unique button that takes Users on a journey through the First Person Game’s in-game portal directly to an Evolution Live Game thus giving Users an opportunity to experience the thrill of live dealer casino gaming.

“Good Practice”	Industry	means in relation to any undertaking and any circumstances, the exercise of the skill, diligence, prudence, foresight and judgment which would be expected from a skilled and experienced person engaged in the same type of undertaking under the same or similar circumstances, applying the standards currently generally applied in that party's industry.
“Good Positioning”		means, in general, the Parties working together in consultation with each other throughout the Term with a view to giving the Non-Live Games good visibility and exposure on the Operator Website(s) inter alia through positioning the Non-Live Games in a prime position in the 'Casino Tab' of the Operator Website(s) and in such other mutually agreed tabs/sections (such as the 'Most Popular' tab) on the Operator Website(s) and also by creating promotions to promote the launch of the Non-Live Games (including by promoting the Non-Live Games with banner/s on the home page of the Operator Website(s)) with a CRM and onsite promotion launch plan for the Non-Live Games as agreed between the Parties.
“Government Agency”		means any governmental, semi-governmental, administrative, fiscal, judicial, or quasi-judicial body, department, commission, authority, tribunal agency.
“Gross Gaming Revenues” or “GGR”		means the sum of all Users' stakes, wagers and any other bets on any of the Games, <i>minus</i> winnings paid to Users in respect of the Games <i>minus</i> , in respect only of the Non-Live Games and to the extent applicable, Jackpot Changes.
“Group”		means in relation to any Party, all Persons which directly or indirectly Control, are Controlled by, or are under direct or indirect common Control with, that Party from time-to-time.
“High Stake Tables”		means those Live Games which are Blackjack tables with a minimum bet of fifty Euro (€50) or such other agreed amount.
“High Stake Table Fee”		has the meaning set out in the Commercial Terms Schedule (Schedule 2).
“Initial Term”		means a period of five (5) years from the Live Date.
“Integration”		means the activities required in order to connect the Operator's Platform to the Evolution Software. As part of the integration of the Evolution Platform with the Operator Website(s), Evolution shall work closely with the Operator and others to develop and successfully implement a project plan and schedule for such integration, from design through and including testing, to production.
“Integration Fee”		has the meaning set out in the Commercial Terms Schedule (Schedule 2).
“Intellectual Property Owners”		means the third-party entities who are not part of Evolution's Group who own the third-party intellectual property used by Evolution Group Company/ies in the creation of the Branded Games and as at the Commencement Date includes (but is not limited to) TKM Enterprises, LLC/Big Cat Rescue Corp/ Fashion TV Gaming Group N.V., Carole Baskin and Howard Baskin, Chi Fat Au-Yeung, Progressive Game Partners LLC, S.C.

	Development Services System, Scientific Games (Gibraltar) Limited, Resorts Digital Gaming LLC, Hasbro, Inc., Bravado International Group Merchandising Services, Inc (Guns 'n Roses), Authentic Hendrix LLC and Experience Hendrix LLC (Jimi Hendrix), Sony Music Entertainment and Global Merchandising Services Limited (Motorhead and Ozzy Osbourne), Sony Pictures Products Inc (Jumanji), Peter Scudamore (Scudamore Super), A+E Television Networks LLC (Narcos), Heroic Signatures DA (Conan), CE Europe Ltd (Street Fighter), Global Merchandising Services Ltd (Gordon Ramsay Hell's Kitchen), Endemol Shine IP B.V. (Deal or No Deal tm) and Universal (Universal Monsters Game(s)).;
“Intellectual Property Rights”	means any and all past, present and future rights of the following types, which may exist or be created under the laws of any jurisdiction in the world: (a) rights associated with works of authorship, including exclusive exploitation rights, copyright, moral rights and mask work rights; (b) trademark and trade name rights and similar rights; (c) trade secret rights; (d) patent and industrial property rights; (e) other proprietary rights in the Intellectual Property of every kind and nature; and (f) rights in or relating to registrations, renewals, extensions, combinations, divisions and reissues of, and applications for, any of the rights referred to in Clauses (a) through (e) of this definition.
“Irremediable Material Breach”	means a persistent series of non-Material Breaches.
“Jackpot Changes”	means jackpot contributions during a particular Period – jackpot payouts excluding seed(s). Jackpot seeds are to be carried by the Operator unless otherwise agreed for specific Games, e.g. those with pooled jackpots (where applicable).
“KYC”	means know-your-client.
“Licensed Property”	means any and all intellectual property licensed by Evolution (through Evolution Group Company/ies) from the Intellectual Property Owners appearing in the Branded Games including but not limited to names, images, likenesses, trademarks, icons, logos, music, artwork, copyright, copyrightable works, patents and design patents and, in relation to the Universal Monsters Games means any and all icons, logos and artwork appearing in the Universal Monsters Game(s), including phrases from applicable films to which Universal Monsters Game(s) relates, character names and the likeness of Boris Karloff as Frankenstein. Unless specifically required by Evolution, neither the License nor the Licensed Property shall include the right to use in any manner or medium the names and/or logos of Universal its parent and/or any of its or their subsidiaries, affiliates or licensors (collectively, Universal Entity).
“Live Games”	means those Games from time to time set up by Evolution in the Studios that may use either a Generic Table, a Private Dedicated Table or any other physical table that are offered online to Users from the Operator Website(s) via the Live Broadcast.
“Live Broadcast”	means the “real time” or close to “real time” streamed broadcast of the Live Games from the Studios via the Evolution Platform.

“Live Casino Link”	means a separately linked tab/box or similar (as applicable) labelled “Live Casino” or similar on the first page of the Operator Website(s) to be placed in a prime location therein so as to be immediately visible to User(s) accessing the Operator Website(s) which links such User(s) directly to the Evolution Platform.
“Live Date”	means the date on which the first stake, wager or any other bet is placed on a Game by a User through the Operator Services.
“Localised Agreement” also at times referred to as “TSA”	means those agreements entered into between the relevant Group Companies in accordance with Clause 4.2 of the main body of the Agreement, using the template provided at Schedule 7 (Agreed format for Localised Agreement/TSA).
“Marks”	means the trademarks, logos and trade names to be used under the Branded Games Schedule (Schedule 4), including both physical and electronic versions.
“Major Defect(s)”	means a Technical Defect that materially adversely affects the Evolution Platform (but not amounting to a Critical Defect), including for example: (a) the Evolution Software is not functioning as per the agreed specification criteria for functionality and performance and is materially adversely affecting a majority of the Users (e.g. a system slow down); or (b) limited access to the Evolution Platform or any parts thereof (e.g. majority of Users are not able to view balance); or (c) the ability of Users to place stakes on Games is materially adversely affected. In respect of the Non-Live Games only, it shall mean a Technical Defect that materially adversely affects the Evolution Platform (but not amounting to a Critical Defect), including for example (a) the Evolution Software is not functioning as per the agreed specification criteria for functionality and performance and is materially adversely affecting a majority of the Users (e.g. a system slow down); or (b) limited access to Evolution Platform or any parts thereof (e.g. majority of Users are not able to view balance); or (c) the ability of Users to place stakes on Non-Live Games is materially adversely affected, or where Users’ ability to deposit or withdraw money is materially impaired.
“Material Adverse Change”	means a material change in Applicable Law and/or intervention by a Government Agency taking place or being proposed which adversely affects Evolution’s ability to provide the Evolution Services or any other element(s) of the Evolution Services and/or Operator’s ability to fulfil its obligations under the Agreement.
“Material Breach”	means a breach of an essential term of the Agreement or any other breach which results in one Party receiving significantly less benefit or a significantly different result than that specified in the Agreement.
“MCR Services”	means the provision by Evolution of monitoring and control-related services in respect of the Games, including (but not limited to) the following: monitoring of equipment, Game Presenter(s) and the Users’ playing activities in order to identify and detect inaccuracies as well as advantage play and other

	suspicious play such as prohibited or fraudulent and illegal behaviour.
“Minimum Fee”	means a minimum amount of the Commission Fee payable by the Operator on a monthly basis as further set out in Schedule 2 (<i>Commercial Terms</i>) such that Evolution shall invoice the Operator the Minimum Fee in the event that the Commission Fee is lower than the Minimum Fee as further set out in Schedule 2 (<i>Commercial Terms</i>).
“Minor Defect(s)”	means where the Evolution Platform is not operating according to the reasonable satisfaction of the Users but the Technical Defect is neither a Critical Defect nor a Major Defect.
“Month”	means a calendar month and the term “Monthly” shall be construed accordingly.
“Monthly Bet(s)”	means the total cash bets made by Users on a Game or Game(s) during a Month.
“Net Gaming Revenues” or “NGR”	means GGR <u>less</u>: 1. <u>Gaming Tax</u> in relation to Regulated Jurisdictions (only in such proportion as directly attributable to the Games and subject to the maximum Gaming Tax Capping, as agreed to by the Parties in writing on a case-by-case basis); and ii. in relation to the Non-Live Games only, <u>Bonuses</u> (subject to a maximum cap of five per cent (5%) of GGR) The Operator shall only be entitled to make such deductions if supporting documentation/evidence in respect thereof is promptly delivered to Evolution upon Evolution’s request and, in any event, no later than five (5) Business Days from the end of each Month.
“Native Tables”	means Generic Tables with native speaking Game Presenter(s) of the language agreed between the Parties from time to time such as London Roulette - native English; Ruleta en Vivo – native Spanish; Ruletka Roulette – native Russian; Arabic Roulette – native Arabic; Turkish Roulette – native Turkish; Deutsches Roulette – native German; Svensk Roulette – native Swedish; Norsk Roulette – native Norwegian; Finnish Roulette – native Finnish; and Francophone Roulette – native French; and Japanese Roulette – native Japanese.
“Non-Live Game(s)”	means all those Games that are not offered to the Operator via a Live Broadcast.
“Operational Staff”	means and includes such supporting staff that may or may not be visible to the Users but that are, in any case, essential for the proper provision of the Live Games such as card shuffler(s), studio manager(s), chat moderator(s), service managers, floor managers, shuffler inspector team leads, schedule specialists, shift administrators, card inspectors and the like.
“Operator Group Company/ies”	means all entities which directly or indirectly Control, are Controlled by, or are under direct or indirect common Control with, the Operator, from time-to-time and which enter into a Localised Agreement/TSA.

“Operator Indemnified”	has the meaning set out in Clause 9.5 of the main body of the Agreement.
“Operator Licence(s)”	means the license issued by the Government of Curacao to the Operator and/or to the relevant Operator Group Company/ies (as the case may be) bearing number 365/JAZ, authorising the Operator and/or to the relevant Operator Group Company/ies (as the case may be) to offer the Games through the Operator Website(s) on a B2C/B2B basis in the Territory.
“Operator Materials”	means all documents, information or materials provided by or on behalf of the Operator, including information provided by Users to Evolution in connection with this Agreement, and includes all User Data and all data that is or was generated by or on behalf of the Operator or any User (including gaming and wagering data and other data relating to Users) and all data concerning or indexing such data.
“Operator Platform”	means the systems and software provided and operated by/on behalf of the Operator and used to host the Operator Website(s) and to which the Evolution Platform is to be integrated.
“Operator Services”	means the offer of the Games to the public in the Territory by (a) the Operator and/or (b) the relevant Operator Group Company/ies and/or (c) the relevant Operator Approved Partner (as the case may be) via the Operator Website(s) in accordance with Applicable Law.
“Operator Website(s)”	means the website(s) (including such website(s) associated/linked mobile applications) owned, controlled and/or operated by (a) the Operator and/or (b) the relevant Operator Group Company/ies and/or (c) the relevant Operator Approved Partner, in accordance with the relevant Operator Licence(s) (as the case may be) with URL(s) www.heycasino.com , www.moicasino.com , www.yaacasino.com , www.lyracasino.com , www.happyspins.com [*] and such other website(s) (including such website(s) associated/linked mobile applications) as the Parties may from time to time agree are to be added to the definition of Operator Website(s).
“Payout Protection”	means that, in consideration of the Operator paying Evolution an additional fee calculated as a percentage of the Monthly Bet(s) placed by Users on certain Game(s) that have a higher maximum single spin exposure (player pay-out) and higher than usual minimum bets, the Operator shall bear responsibility for single win pay-outs up to and not exceeding an agreed limit whereas Evolution shall cover any single win payout(s) exceeding the said agreed limit.
“Performing Rights or Related Fees”	means any fees, charges, costs or royalties (including synchronisation fees and equitable remuneration) charged by or payable to any Collecting Society or any other third party, in respect of the exploitation (whether by way of public performance, synchronisation, exercise of the making available right or otherwise) of any musical works (and/or the associated literary works), sound recordings or rights in performance.
“Pooled Jackpot”	means a jackpot which is shared between multiple licensees of Evolution.

“Pooled Promotion”	means a Casino Game promotion which is shared between multiple licensees of Evolution.
“Premium Games”	means Non-Live Games that have licensed and/or innovative game mechanics, which shall be identified by Evolution as such. Non-Live Games may be added or removed to this definition subject to written agreement between the Parties (email permitted).
“Private Dedicated Table(s)”	means those tables used in conjunction with the Live Games which (i) are for the exclusive use of Users; (ii) with native speaking croupiers/dealers of the language agreed between the Parties; (iii) are branded to the specification of the Operator; and (iv) where play shall not be pooled with the other licensees of Evolution.
“Private Table Term”	means a minimum of one (1) year commencing from the go-live date of the relative Private Dedicated Table as applicable.
“Private Table Set up Fee”	means, unless otherwise agreed in writing, a one-time set-up fee to be agreed on a case-by-case basis payable by the Operator in relation to each and every Private Dedicated Table commissioned by the Operator by no later than the go-live date of such table. The Private Table Set up Fee is payable for all related infrastructure and for commissioning Evolution’s workforce to set up the Private Dedicated Table/s.
“Private Table Monthly Fee”	means a fee payable on a Monthly basis by the Operator for access to the Private Tables that is inclusive of costs for all Game Presenter Services and Operational Staff to be agreed on a case-by-case basis that is dependent on various matters such as the hours of operation and the languages selected.
“Prohibited Content”	means advertising or content that: (a) promotes pornographic material or is lewd, profane, obscene, unlawful or; (b) is defamatory, libellous, discriminatory or constitutes “hate speech”; (c) is in breach of any applicable Code of Conduct; or (d) relates to products or services that directly compete with the products or services of Evolution or of the relevant Intellectual Property Owner(s).
“PU”	means the total duration (in minutes) of Uptime the relevant Month.
“Receiving Party”	has the meaning set out in Clause 12.1 of the main body of the Agreement.
“Regulated Jurisdiction(s)”	means all market/s/territories falling within the definition of Territory from time to time in relation to which (a) the Operator is in possession of a Licence and (b) a Government Agency exerts a level of oversight and control and levies a Gaming Tax on its licensees and/or (c) which the Parties may agree should fall within such definition pursuant to a TSA.

“Related Parties”	means parent and/or any of its or Parties subsidiaries, affiliates or licensors and each of their respective officers, directors, shareholders, employees, agents, representatives, assigns and successors.
“Response Time Violation”	means a failure by Evolution to meet the Technical Defect response and resolution Service Levels set out in Clause 2.2 of the SLA.
“Responsible Gambling”	means all such policies and strategies from time to time put in place (including by Gambling Authorities) to help players to gamble in a manner that is not detrimental to their health and to stay within limits that they can reasonably afford.
“Reward Games API”	means the proprietary in-house tools and software developed by Evolution and provided to the Operator in the Back Office Tools enabling inter alia the Operator to reward Users instantly with automatically triggered campaigns including by rewarding them with free games and free spins and sending targeted push messages directly to single or multiple players in-game and that provides the Operator with game data to produce leaderboards, big wins, achievement points etc.
“RTP”	means return-to-player and is a measure of the percentage of stakes a game returns to players, and is a generally accepted guide to how a game will perform.
“Rules”	means the rules of the Malta Arbitration Centre as at present in force .
"Scheduled Maintenance"	means any maintenance resulting in the unavailability of the Evolution Platform for which Evolution has provided the Operator twenty-four (24) or more hours' prior notice.
“Side Bet(s)”	means any subsidiary wager placed outside the main betting area on game types and tables and on both Live Games and Non-Live Games. As at the Commencement Date, with respect to (i) all Blackjack tables and games types (including Blackjack, Freebet, Infinite Blackjack, Power Blackjack and First Person Blackjack), side bets include 21+3, Perfect Pairs, Any Pair, Hot 3 and Bust It (Bust o Rama), and (ii) all Baccarat tables and games types, side bets include Perfect Pairs, and any other side bets that Evolution may, from time to time, notify to the Operator.
“Similar Service”	means a service that is substantially similar in functionality to the Evolution Platform.
“Service Levels”	means the service levels set out in the SLA (Schedule 5).
“Skin”	means access to a version of the Evolution Platform that is branded in accordance with the reasonable instructions of the Operator that does not require a separate back office.
“SLA DT”	means the total Downtime in minutes not including and minus any Downtime attributable to the following: (a) Scheduled Maintenance up to a permitted maximum of eight (8) hours per Month; (b) Emergency Maintenance up to a permitted maximum of two (2) hours per Month; (c) any of those causes or matters listed in Clause 8.4 of the main body of the Agreement and (d)

	any unavailability of the Test Environment as referred to in Clause 5 of the SLA.
“SLS”	means second line support.
“Software Updates”	means any new or revised version of the Evolution Software (or any part of it) including but not limited to bug fixes and/or minor enhancements or improvements or new features.
“Studio”	means Evolution’s facility(ies) for the filming and production of Live Broadcasts.
“Studio Set up Fee”	means a one-time set-up fee to be agreed on a case-by-case basis payable by the Operator whenever the Operator commissions from Evolution a Dedicated Environment. The Studio Set up Fee is payable for all related infrastructure and for commissioning Evolution’s workforce to set up the Dedicated Environment.
“System Operation Requirements”	means the IT architecture and functionality specifications and the applicable performance standards required to be implemented and maintained by the Operator in order to receive the Evolution Platform, as notified by Evolution to the Operator and as updated or amended from time-to-time by Evolution.
“Term”	means the Initial Term and any subsequent period thereafter as determined in accordance with Clause 13.1.
“Territory”	means western Europe, South America, new Zealand, South Africa, Canada and, subject to the Parties separately agreeing in writing as set out in Clause 4.2 of the main body of the Agreement, any other territory/ies or Regulated Jurisdiction(s) but excluding (i) the Excluded Jurisdictions; and (ii) the Regulated Jurisdiction(s) for which the Operator does not hold a Licence to offer the Games.
“Trademark(s)”	means the words, names, titles, symbols, logos, designs, phrases, trademarks, service marks, collective marks, certification marks, trade names and trade dress associated with any Game and/or any component thereof, and any combination of the foregoing, now, heretofore or hereafter in use, whether registered, pending registration or subsisting at common law.
“Universal”	means Universal Studios Licensing LLP and any Related Parties.
“Universal Entity”	means Universal, its parent and/or any of its or their subsidiaries, affiliates or licensors.
“Universal Monsters Game(s)”	means a casino game(s) based on any of the Universal Studios Monsters consisting of Frankenstein, the Bride of Frankenstein, Dracula, The Mummy, The Wolf Man, Creature from the Black Lagoon, The Invisible Man, and The Phantom’s Curse, and/or icons, logos and/or any other artwork inspired and or owned by Universal.
“Uptime”	means when the Evolution Platform is unaffected by Downtime (except that SLA DT is not counted as Downtime for purposes

	of determining if the required Evolution Platform Uptime was met for a particular Month).
“Uptime Violation”	means a failure by Evolution to achieve the Service Levels set out in Clause 2.1 of this Live SLA.
“User Data”	means personal data in respect of the Users.
“TTS”	means the online trouble ticket system used by Evolution to manage Technical Defects and incidents with the Evolution Platform.
“User(s)”	means users of the Operator Services.
“Valid Dispute”	means and shall arise only when the Operator disputes in good faith any amount invoiced by Evolution pursuant to the Agreement and communicates such dispute in writing (providing reasonable details thereof to enable Evolution to investigate the dispute accordingly) to Evolution within thirty (30) days of receipt by the Operator of the relative invoice. Any dispute over an invoice shall cease to be considered a Valid Dispute if Evolution (i) corrects the amounts upon which the fees are calculated to the amounts resulting from the back office data within seven (7) Days of written notice from the Operator communicating the dispute, or (ii) provides to the Operator proof (to the Operator’s satisfaction) that the data pertaining to the calculation of the fees were correctly imported from the back office and the fees were correctly calculated and invoiced.
“Virtual Currency”	means any electronic trading currency are not FIAT Currency which shall include cryptocurrencies and any other value storage tokens that are not considered to be the legal tender.
“White Label”	means an additional version of the Evolution Platform that requires a separate back office and, consequently, a separate integration with the Evolution Platform.

SCHEDULE 2: COMMERCIAL TERMS ("COMMERCIAL TERMS SCHEDULE")

Evolution shall be entitled, upon each renewal of this Agreement, to increase its fees to reflect general cost increases to the levels as may be agreed by the Parties in writing, including fees for additional support, professional and other services.

1.	Commercial Terms												
1.1	Integration Fee: thirty-eight thousand Euro (€38,000) payable on or around the Commencement Date. Should the Operator launch the Games on ^{by} the 1st June 2022, the Integration Fee shall be waived entirely. In the event of any delays in achieving the Live Date, including delays on Evolution's side, the Integration Fee shall be due and payable by the Operator in full.												
1.2	Commission Fee: In relation only to the Live Games: 1.2.1 The Operator agrees to pay the following general fees in consideration for the access to the Live Games, the higher of the Minimum Fee or: 1.2.1.1 thirteen per cent (13%) of all NGR generated through the Operator Services from the Live Games from € 0 and up to €1,000,000; and 1.2.1.2 twelve per cent (12%) of all NGR generated through the Operator Services from the Live Games from €1,000,001 and up to €2,000,000; and 1.2.1.3 eleven per cent (11%) of all NGR generated through the Operator Services from the Live Games from €2,000,001 and above. 1.2.1(A) Live Games Minimum Fee: The Operator agrees to pay a Minimum Fee of five thousand Euro (€5,000), from the fourth (4th) Month from Live Date and for the rest of the Term. For the avoidance of doubt, the Live Games Minimum Fee shall be waived for the first three (3) Months from the Live Date. In the event the Live Date occurs between the first (1st) and the fifteenth (15th) day of the Month, the Minimum Fee shall be charged in full. Where the Live Date takes place following the fifteenth (15th) day of the Month, half of the Minimum Fee shall be charged, and that Month would not be considered as Month 1 for the purpose of the Minimum Fee. In relation only to the Non-Live Games: 1.2.2 The Operator agrees to pay the following general fees in consideration for access to the Non-Live Games, being the higher of the Minimum Fee or: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Non-Live Game By type</th><th style="text-align: center;">Commission Fee</th></tr> <tr> <th></th><th style="text-align: center;"><i>calculated as a % of GGR/NGR payable Monthly</i></th></tr> </thead> <tbody> <tr> <td>Core Games</td><td>twelve per cent (12%) of all NGR generated through the Operator Services from the Core Games.</td></tr> <tr> <td>Table Games</td><td>ten per cent (10%) of all NGR generated through the Operator Services from the Table Games.</td></tr> <tr> <td>Premium Games and Branded Games</td><td>fifteen per cent (15%) of all NGR generated through the Operator Services from the Premium Games and from the Branded Games.</td></tr> <tr> <td>First Person Games</td><td>ten per cent (10%) of all NGR generated through the Operator Services from the First Person Games.</td></tr> </tbody> </table>	Non-Live Game By type	Commission Fee		<i>calculated as a % of GGR/NGR payable Monthly</i>	Core Games	twelve per cent (12%) of all NGR generated through the Operator Services from the Core Games.	Table Games	ten per cent (10%) of all NGR generated through the Operator Services from the Table Games.	Premium Games and Branded Games	fifteen per cent (15%) of all NGR generated through the Operator Services from the Premium Games and from the Branded Games.	First Person Games	ten per cent (10%) of all NGR generated through the Operator Services from the First Person Games.
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First Person Games	ten per cent (10%) of all NGR generated through the Operator Services from the First Person Games.												

	The Commission Fee of each Non-Live Game will be considered separately, i.e., the Commission Fee of one Non-Live Game will not be set-off against the Commission Fee for any other Non-Live Game. Accordingly, there shall be no carryover of any negative Commission Fee(s). Where the calculation of GGR produces a negative amount in a Month, the Commission Fee in such Month shall be zero. Accordingly, for greater clarity and by way of illustrative example, if in a given Month a Branded Game (e.g. Jumanji) generates GGR of + €10,000 whilst another Branded Game (e.g. Motorhead), in the same Month, generates GGR of - €5,000, there shall be no offsetting and the Commission Fee for Jumanji will be calculated on €10,000 whereas the Commission Fee for Motorhead will be zero. There shall also be no offsetting of negative GR between Game Groups 1.2.2(A) Non-Live Games Minimum Fee: The Operator agrees to pay a Minimum Fee of ten thousand thousand Euro (€10,000), from the Live Date and throughout the Term. For the avoidance of doubt, Pooled Jackpot contributions and revenues generated from Branded Games do not count towards the Non-Live Games Minimum Fee. In the event the Live Date occurs between the first (1st) and the fifteenth (15th) day of the Month, the Minimum Fee shall be charged in full. Where the Live Date takes place following the fifteenth (15th) day of the Month, half of the Minimum Fee shall be charged, and that Month would not be considered as Month 1 for the purpose of the Minimum Fee.																														
1.3	Additional Fees: The Operator agrees to pay the following fees, in addition to the Commission Fee set out in Clause 1.2.1 above, as applicable: 1.3.1 High Stakes Table Fee: The Operator agrees to pay a fixed fee of seventy-five cents (€0,75) per bet placed through the Operator Services on a High Stake Table. 1.3.2 Blackjack Growth Table Fee: The Operator agrees to pay a fixed fee of twelve cents (€0,12) per main bet placed through the Operator Services on a Blackjack Growth Table. 1.3.3 Branded Live Games: The Operator agrees to pay the following fees in addition to the Commission Fee set out in Clause 1.2.1 for access of the Branded Live Games: <table><tr><th>Right Holder</th><th>Branded Live Game</th><th>Premium Fee</th></tr><tr><td>Chi Fat Au-Yeung</td><td>Casino Hold’Em</td><td>One percent (1%) of the GGR generated by Casino Hold’Em</td></tr><tr><td>Chi Fat Au-Yeung</td><td>2 Hand Casino Hold’Em</td><td>One percent (1%) of the GGR generated by 2 Hand Casino Hold’Em</td></tr><tr><td>Evolution</td><td>5+1</td><td>Three percent (3%) of the GGR generated by 5+1</td></tr><tr><td>Evolution</td><td>Speed Roulette</td><td>Three percent (3%) of the GGR generated by Speed Roulette</td></tr><tr><td>Evolution</td><td>Dream Catcher</td><td>Three percent (3%) of the GGR generated by Dream Catcher</td></tr><tr><td>Evolution</td><td>Lightning Roulette</td><td>Three percent (3%) of the GGR generated by Lightning Roulette</td></tr><tr><td>Evolution</td><td>Infinite Blackjack</td><td>Three percent (3%) of the GGR generated by Infinite Blackjack</td></tr><tr><td>Evolution</td><td>Lightning Dice</td><td>Three percent (3%) of the GGR generated by Lightning Dice</td></tr><tr><td>Hasbro, Inc. (sublicensed by</td><td>Monopoly Live</td><td>Five percent (5%) of the GGR generated by Monopoly Live</td></tr></table>	Right Holder	Branded Live Game	Premium Fee	Chi Fat Au-Yeung	Casino Hold’Em	One percent (1%) of the GGR generated by Casino Hold’Em	Chi Fat Au-Yeung	2 Hand Casino Hold’Em	One percent (1%) of the GGR generated by 2 Hand Casino Hold’Em	Evolution	5+1	Three percent (3%) of the GGR generated by 5+1	Evolution	Speed Roulette	Three percent (3%) of the GGR generated by Speed Roulette	Evolution	Dream Catcher	Three percent (3%) of the GGR generated by Dream Catcher	Evolution	Lightning Roulette	Three percent (3%) of the GGR generated by Lightning Roulette	Evolution	Infinite Blackjack	Three percent (3%) of the GGR generated by Infinite Blackjack	Evolution	Lightning Dice	Three percent (3%) of the GGR generated by Lightning Dice	Hasbro, Inc. (sublicensed by	Monopoly Live	Five percent (5%) of the GGR generated by Monopoly Live
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Scientific Games (Gibraltar) Limited)		
Progressive Games Partners LLC	Caribbean Stud Poker	Three percent (3%) of the GGR generated by Caribbean Stud Poker
Progressive Games Partners LLC	Double Ball Roulette	Three percent (3%) of the GGR generated by Double Ball Roulette
Progressive Games Partners LLC	Texas Hold'em Bonus Poker	Three percent (3%) of the GGR generated by Texas Hold'em Bonus Poker
S.C. Development Services System and Evolution Malta Limited	Bucharest Dual Play Roulette	Three percent (3%) of the GGR generated by Bucharest Dual Play Roulette
Scientific Games (Gibraltar) Limited	Ultimate Texas Hold'Em®	Three percent (3%) of the GGR generated by Ultimate Texas Hold'Em®
Scientific Games (Gibraltar) Limited	Three Card Poker®, with 6 card bonus	Three percent (3%) of the GGR generated by Three Card Poker®, with 6 card bonus
Scientific Games (Gibraltar) Limited	Free Bet Blackjack®	Three percent (3%) of the GGR generated by Free Bet Blackjack®
Resorts Digital Gaming LLC and Evolution	Resorts Casino's Dual Play American Roulette	Three percent (3%) of the GGR generated by Resorts Casino's Dual Play American Roulette
Evo Gaming Studios RO Srl and S.C. Development Services System Srl	Grand Casino Dual Play Roulette	Three percent (3%) of the GGR generated by Grand Casino Dual Play Roulette
Evolution and AC Ocean Walk LLC	Atlantic Dual Play Roulette	Three percent (3%) of the GGR generated by Atlantic Dual Play Roulette
Evolution and Hippodrome Casino Limited	Hippodrome Dual Play Roulette	Three percent (3%) of the GGR generated by Hippodrome Dual Play Roulette
Evolution	Texas Dual Hold'em	Three percent (3%) of the GGR generated by Texas Dual Hold'em
Endemol Shine IP B.V.	Deal or No Deal™	Three percent (3%) of the GGR generated by Deal or No Deal™
Evolution	Lightning Baccarat	Three percent (3%) of the GGR generated by Lightning Baccarat
Evolution	Crazy Time	Three percent (3%) of the GGR generated by Crazy Time
Evolution	Mega Ball	Three percent (3%) of the GGR generated by Mega Ball
Evolution	Power Blackjack	Three percent (3%) of the GGR generated by Power Blackjack
Evolution	Lightning Baccarat	Three percent (3%) of the GGR generated by Lightning Baccarat
Evolution	Lightning Blackjack	Three percent (3%) of the GGR generated by Lightning Blackjack
Evolution	Gonzo's Treasure Hunt™	Three percent (3%) of the GGR generated by Gonzo's Treasure Hunt™
This list may be modified/updated from time to time by Evolution by notice (email permitted) to the Operator. Any additional Branded Live Games offered shall be subject to the terms of this Agreement. The Parties acknowledge that the Operator shall have no obligation to offer such		

	additional Branded Live Games to Users but if the Operator opts to do so, it will do so in accordance with the terms of this Agreement. As at the Commencement Date, Side Bet(s) are also charged on the following Branded Live Game(s): Infinite Blackjack, Free Bet Blackjack®, Lightning Baccarat, Speed Blackjack and Power Blackjack. The Commission Fee/Premium Fee of each Branded Live Game will be considered separately, i.e., the Commission Fee/Premium Fee of one Branded Live Game will not be set-off against the Commission Fee/Premium Fee for any other Branded Live Game. Accordingly, there shall be no carryover of any negative Commission Fee(s)/Premium Fee(s). The Branded Live Game Monopoly Live is also subject to the conditions set out in the Branded Games Schedule 4. Any other Branded Live Games where Scientific Games (Gibraltar) Limited is the Right Holder are also subject to the conditions set out in Branded Games Schedule 4. The Branded Live Games where Endemol Shine IP B.V. is the Right Holder are also subject to the conditions set out in Branded Games Schedule 4. The service levels included as Schedule 5 to the Agreement do not apply to any and all Branded Live Games classified as dual plays.												
1.4	Side Bet(s): The Operator agrees to pay the following fees in relation to Side Bet(s) in addition to the Commission Fees set out above: <table border="1"> <thead> <tr> <th>Side Bet(s)</th><th>Additional Fee</th></tr> </thead> <tbody> <tr> <td>21+3</td><td>Three percent (3%) of the GGR generated from Side Bets</td></tr> <tr> <td>Perfect Pairs for Blackjack</td><td>Three percent (3%) of the GGR generated from Side Bets</td></tr> <tr> <td>Perfect Pairs for Baccarat</td><td>Three percent (3%) of the GGR generated from Side Bets</td></tr> <tr> <td>Any Pair</td><td>Three percent (3%) of the GGR generated from Side Bets</td></tr> <tr> <td>Hot 3</td><td>Three percent (3%) of the GGR generated from Side Bets</td></tr> </tbody> </table>	Side Bet(s)	Additional Fee	21+3	Three percent (3%) of the GGR generated from Side Bets	Perfect Pairs for Blackjack	Three percent (3%) of the GGR generated from Side Bets	Perfect Pairs for Baccarat	Three percent (3%) of the GGR generated from Side Bets	Any Pair	Three percent (3%) of the GGR generated from Side Bets	Hot 3	Three percent (3%) of the GGR generated from Side Bets
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Hot 3	Three percent (3%) of the GGR generated from Side Bets												
1.5	Additional Setup Fees: 1.5.1 Skin: For each and every Skin requested by the Operator, the Operator shall pay Evolution a one-time fixed fee of five thousand Euro (€5,000). 1.5.2 White Label Website: For each and every White Label Website requested by the Operator, the Operator shall pay Evolution a one-time fixed fee of fifteen thousand Euro (€15,000).												

SCHEDULE 5: SERVICE LEVEL AGREEMENT ("SLA")

1. Definitions

- 1.1 In this SLA any capitalised terms shall have the meaning attributed to them in the Definitions Schedule.

2. Games Service Levels

- 2.1 **Evolution Platform Availability Service Levels.** The required Games Uptime is as follows:

- 2.1.1 Live Games Uptime of not less than ninety-nine point twenty-five per cent (99.25%) in each Month during the Term;
- 2.1.2 NetEnt Games Uptime of not less than ninety-nine point five per cent (99.5%) in each calendar quarter during the Term; and
- 2.1.3 Red Tiger Games Uptime of not less than ninety-nine point eight per cent (99.8%) in each calendar quarter during the Term.

- 2.2 **Response and Resolution Time Service Levels.** The paragraph 2.2.1 response (including regular status updates on the remediation efforts and plan while the Technical Defect is ongoing) and paragraph 2.2.2 resolution time service levels for Technical Defects are as follows:

- 2.2.1 **Critical Defect:** Evolution will respond within thirty (30) minutes of receipt of a Defect Report for Critical Defects from the Operator. Resolution or a workaround of Critical Defects will be attempted by Evolution on a best efforts basis within four (4) hours of receipt by Evolution of a correct Defect Report but in any event with a full resolution as soon as reasonably possible. Evolution shall provide regular updates hourly until the Critical Defect is resolved;
- 2.2.2 **Major Defect:** Evolution will respond within sixty (60) minutes of receipt of a Defect Report for Major Defects. Resolution or a workaround of Major Defects will be attempted by Evolution on a best efforts basis within eight (8) hours of receipt by Evolution of a correct Defect Report but in any event with a full resolution as soon as reasonably possible. Evolution shall provide regular updates hourly until the Major Defect is resolved;
- 2.2.3 **Minor Defect:** Evolution will respond within twelve (12) hours of receipt of a Defect Report for Minor Defects. Resolution of Minor Defects will be attempted by Evolution on a best efforts basis within seventy-two (72) hours of receipt by Evolution of a correct Defect Report; and
- 2.2.4 **Self-Resolution:** for Critical Defects and Major Defects discovered by Evolution, response time will be within fifteen (15) minutes from discovery and the resolution times set out in Clauses 2.2.1 – 2.2.3 in this SLA will apply.

- 2.3 **Calculation of Uptime & Downtime.** For the purposes of this SLA:

- 2.3.1 Downtime is calculated at the end of each Month in accordance with the following formula:

$$\text{Downtime \%} = (\text{SLA DT/PU}) \times 100$$

By way of illustrative example:

If in the Month of June (thirty (30)) days:

- (i) *Scheduled Maintenance is 4 hours;*
- (ii) *Emergency Maintenance is 3 hours; and*
- (iii) *External Events cause the unavailability of the Evolution Platform for 2 hours;*

Then

SLA DT = (1 hour excess Emergency Maintenance or 60 minutes);
PU is $(30 \times 24 \times 60) = 43,200$
Downtime = $60/43,200 \times 100 = 0.14\%$
Uptime = 99.86%.

- 2.3.2 Downtime is calculated from the receipt of the relevant Defect Report and ends when the Technical Defect is resolved and the Evolution Platform is available. The specific times for incidents causing Downtime will be stated in the e-mails/TTS generated by Evolution. These times will be logged and notified via TTS and Evolution's measurements in this regard shall be definitive (unless demonstrably incorrect).
- 2.4 The Service Levels are not applicable to any Technical Defect if the reason for the Technical Defect is an External Event, Scheduled Maintenance or Emergency Maintenance within the durations permitted above.
- 2.5 The Service Levels are not applicable to Dual Play Games.
- 2.6 The following scenarios will not be considered to reduce the Uptime and will not be included in the measured Downtime:
- 2.6.1 Any unavailability which occurs in the first two (2) months of Live Date, as fine tuning and optimization activities will be performed;
 - 2.6.2 If there are less than ten (10) active Users using the Non-Live Games directly preceding the incident;
 - 2.6.3 Downtime during Scheduled Maintenance;
 - 2.6.4 Incidents caused by work, changes or alterations made by the Operator;
 - 2.6.5 Downtime or non-responsiveness in the Operator's Platform needed to fulfil any provided Evolution Services;
 - 2.6.6 Whenever the Operator requests that Evolution postpones troubleshooting;
 - 2.6.7 Downtime due to Force Majeure, abuse, omission or fraud caused by the Operator or by Users;
 - 2.6.8 Time lost due to the Operator's failure to fulfil the obligations of the Operator under this SLA;
 - 2.6.9 The maximum number of active Users certified for a specific release (as stated in release notes for each release) and if the Operator configuration for the Evolution Services are exceeded by the Operator directly preceding or during Downtime;
 - 2.6.10 One or more of the Operator's Users have generated an abnormally high load on the Evolution Platform corresponding to five (5) times or more than given by the traffic model directly preceding or during the Downtime;
 - 2.6.11 Fluctuations in peak load that is three (3) times higher than the highest peak the preceding thirty (30) calendar days;
 - 2.6.12 The actual combined User load on the system is higher than the max number of active Users supported for the current release, as communicated to the Operator's Contract Manager, and the Operator configuration of the Evolution Platform multiplied by; generated load/User, as given by the traffic model;
 - 2.6.13 Evolution and the Operator have agreed upon using a setup that avoids more severe Downtime for a short duration until the latter has been remedied. If this is agreed, it must also be agreed how eventually Downtime will be measured;
 - 2.6.14 The Evolution Platform is affected by circumstances outside of Evolution's control or vendor-specific events such as network attacks, denial-of-service attacks and/or interruption of service;
 - 2.6.15 Downtime caused by failure in any service or product provided by a Third-Party Platform Provider regardless if the Third-Party Platform Provider has been approved by Evolution or not; and
 - 2.6.16 Downtime caused by increased wallet server response time.
- 2.7 Upon reasonable request by the Operator, internal processes for response to Defect Reports will be measured and reported by Evolution and provided to the Operator.
- 2.8 As services and technologies change, the appropriate Service Levels and associated means of monitoring may change. When updates are deemed necessary by Evolution, Evolution will ask the Operator to review and approve any such changes in writing, such approval not to be

unreasonably conditioned, delayed or withheld by the Operator and the same shall be regarded as an amendment to this Agreement.

- 2.9 In the event of a Technical Defect, the Evolution service team will track the Technical Defect until it is resolved.
- 2.10 The Operator may only claim Service Credits up to a maximum of eight (8) calendar days after the alleged Downtime (so that logs for alleged Downtime can be reviewed). The Operator shall in an email put forward such claim to Evolution's Customer Support including date and time of the alleged Downtime including supporting evidence.
- 2.11 Where there are more than (a) twelve (12) Response Time Violations within a Month and/or (b) three (3) Uptime Violations per Month for three (3) consecutive Months the Operator shall have the right to immediately terminate the Agreement by written notice to Evolution.

3. Support and Incident Management

- 3.1 The primary contact at Evolution 24/7 Customer support is servicedesk@evolutiongaming.com and <http://helpdesk.evolutiongaming.com> or the Evolution Gaming TTS.
- 3.2 The second level of escalation is to the Contract Manager of Evolution (or such person that Evolution has given the Operator notice of) and should be only used as a last resort for important issues raised by the Operator which have not been resolved by the support levels detailed in Clause 3.1 in this SLA.
- 3.3 This escalation process is for any issue discovered by the Operator. In all instances each issue will be assigned a status and then processed internally by Evolution in accordance with the relevant Service Levels set out in Clause 2.2 of this SLA.
- 3.4 Subject to Table 1 below, the Evolution support referred to in this SLA will be available 24x7x365 days per year.

Table 1: Operator Issue Escalation Process

Step	Support level	Email	Normal Hours of operation	Role	
1	All support related issues	Raised Defect Report in the TTS via http://helpdesk.evolutiongaming.com or sent email via servicedesk@evolutiongaming.com	24/7	FLS staff	
2	Escalation level	supportmanager@evolutiongaming.com	8 am – 6 pm (CET) Monday to Friday	Contract Manager	
3	Escalation level 2	sbradley@evolutiongaming.com	24x7/365	Head of Service Management	+371 2208 8606

- 3.5 For the avoidance of doubt, once the Technical Defect category has been assigned by Evolution the communication process will be as follows:

- 3.5.1 The Operator's FLS will attempt to remedy the problem. If they are not able to do so within an appropriate timeframe, FLS will ascertain whether the problem is with the Operator, Evolution and/or a third party and escalate if appropriate. FLS will submit a Defect Report in the Evolution TTS to be escalated to SLS.
- 3.5.2 SLS will be manned by skilled support staff of Evolution. SLS will set the priority of the Technical Defect (Critical Defect, Major Defect or Minor Defect) acting reasonably and in good faith. The method of communication between FLS and SLS will be the TTS system or if that is unavailable by e-mail and last resort by telephone.
- 3.5.3 SLS will work to resolve the Technical Defect in accordance with the Service Levels set out in Clause 2.2 of this SLA. When the Technical Defect is resolved, SLS will supply the solution to FLS via the TTS or e-mail, which will implement the solution if the Technical Defect is within the Operator's control. If the Technical Defect is with Evolution equipment and/or databases, then Evolution will apply the solution to its own equipment and/or databases. The Defect Report will then be closed by SLS and the Defect deemed to be resolved.
- 3.5.4 If Evolution determines, after reasonable inquiry, that the Technical Defect is not attributable to Evolution, then it will notify the Operator of this and the Operator will pass the details of the Technical Defect on to the relevant responsible person/entity of the Operator. The Defect Report will be updated to show Evolution's classification of the Technical Defect. Once the Operator has been notified in accordance with this Clause 3 of this SLA, it shall be the responsibility of the Operator to keep Evolution updated on the status of the Technical Defect resolution process.
- 3.5.5 Disputes – Evolution and the Operator will use reasonable efforts to resolve a problem. If, in the unlikely event that a report remains in dispute, i.e. neither Evolution nor the Operator will take responsibility for it; then the incident will be referred the Parties' respective Contract Managers (or such other person that a Party has given the other Party notice of) for resolution.
- 3.6 Before submitting a Defect Report to Evolution, FLS shall carry out the following checks and tests to ascertain and provide the following information:
 - 3.6.1 whether the Technical Defect may be re-created by the Operator with visibility for Evolution, or by Evolution;
 - 3.6.2 consult the user information and confirm that the correct procedures have been followed;
 - 3.6.3 ascertain how many Users are affected; and
 - 3.6.4 consider whether there is a work-around; assign a priority to the Technical Defect along with the data in support of that priority allocation; and verify that the Operator has the System Operation Requirements functioning correctly and run (and supply to Evolution) a test report demonstrating such compliance.
- 3.7 The process for notifying Technical Defects identified by Evolution and communicating Technical Defects to the Operator is as follows:
 - 3.7.1 Evolution will send out a notification via TTS or e-mail to the given contact details of the Operator;
 - 3.7.2 notification will be sent out if Critical and Major Defects have not been solved within fifteen (15) minutes of being discovered and updates will be provided every thirty (30) minutes for Critical Defects and every sixty (60) minutes for Major Defects until it has been resolved;

- 3.7.3 an incident report will be sent out within forty-eight (48) hours of resolution of Critical and Major Defects stating, as applicable, what the problem was, resolution of the problem and countermeasure to prevent the problem recurring;
 - 3.7.4 communication should continue between the Operator and Evolution until the Technical Defect is resolved, regardless of Service Level targets; and
 - 3.7.5 notifications will include the following details:
 - 3.7.5.1 Technical Defect ID;
 - 3.7.5.2 status;
 - 3.7.5.3 date;
 - 3.7.5.4 problem area and impact;
 - 3.7.5.5 technical reason for the Technical Defect; and
 - 3.7.5.6 category of Technical Defect (Critical Defect, Major Defect or Minor Defect).
 - 3.8 All Defect Reports must be submitted via TTS or where the TTS is unavailable, via email to servicedesk@evolutiongaming.com where a Defect Report number will be generated which may then be tracked automatically.
- 4. Reporting**
- 4.1 Monthly reports will be made available no later than ten (10) Business Days after the end of each Month, setting out:
 - 4.1.1 Monthly Uptime;
 - 4.1.2 Scheduled Maintenance and Emergency Maintenance;
 - 4.1.3 total Uptime and total Downtime to date;
 - 4.1.4 causes of Downtime; and
 - 4.1.5 key facts of the Month.
 - 4.2 Resolution and response times will be monitored on a Month by Month basis, the data to which will be available via the TTS which will record both response time and resolution times across all Technical Defects.
- 5. Test Environment**
- 5.1 The Operator undertakes to during the Term provide Evolution access to/integration with a working test environment that replicates the functionality of the Operator Services that will be used when providing the Evolution Platform (the “**Test Environment**”).
 - 5.2 If the Test Environment is not made available to Evolution as set out in Clause 5.1 above, any Downtime related to such non-availability of the Test Environment will be excluded from the calculation of Downtime in Clause 2 of this SLA.

SCHEDULE 7 - AGREED FORMAT OF TSA	
PARTIES (together the “Parties” and each a “Party”)	
Evolution:	[Insert relevant Evolution Group Company] (“ Evolution ”)
Operator:	[Insert relevant Operator Group Company] (“ Operator ”)
GENERAL	
Defined Terms:	Unless otherwise defined in this TSA, the capitalized terms in this TSA shall have the meanings ascribed to them in the Terms (as defined below).
Commencement Date:	[x]
License Term:	[x]
Regulated Jurisdiction:	[x] (the “ Regulated Jurisdiction ”)
Operator License:	[x]
Evolution License:	[x]
Websites:	[x]
Contract Manager:	[x]
Tables and Games:	[x]
Software as a Service Agreement:	1. The Parties acknowledge that: (a) [they]/[*] and Evolution] entered into a Software as a Service agreement dated [x], as amended, novated and supplemented from time to time and including all appendices, addenda, variations and supplementary and ancillary agreements thereto (“Agreement”); (b) the Operator wishes to offer the Games to its Users and Evolution wishes to provide them to the Operator in the Regulated Jurisdiction in accordance with the terms of this TSA; and (c) the Parties agree that the Operator may offer the Games to its Users in the Regulated Jurisdiction subject to: (i) the terms of the Agreement (the “Terms”); and (ii) the Regulated Jurisdiction-specific terms and conditions as set out in this TSA.

	2. Unless otherwise stated in this TSA, the Terms are incorporated <i>mutatis mutandis</i> into this TSA and shall form the agreement between the Parties for the provision of the Games by the Operator in the Regulated Jurisdiction, subject to any superseding terms of this TSA. 3. This TSA: (a) will not displace, amend, or otherwise affect the Agreement, and any other TSAs entered into or to be entered into (whether such agreements are within the contemplation of the parties or otherwise) between the Parties relating to any territories, other than the Regulated Jurisdiction; (b) exists independently of any other agreements entered into or to be entered into by the Parties or their respective Group entities, including the Agreement. (c) applies exclusively to the Regulated Jurisdiction and not to any other territories whatsoever. 4. If there is any conflict in the terms stated in the Terms and this TSA, the terms in this TSA shall prevail.
Termination	1. Any breach, termination, or expiration of this TSA takes effect in relation only to the Regulated Jurisdiction and is, without prejudice, to the continuation of the Parties' (or their respective Group entities') other agreements in relation to other territories, including the Agreement. 2. This TSA may be terminated for any reason as stipulated in the Agreement.
Governing Law	As set out in the Terms.
Specific provisions / additional terms relating to this TSA	[x]

[EG OVERSEAS SERVICES B.V.]

[X]

By: Jesper von Bahr

Title: Director

Date:

By:

Title:

Date:

Schedule 8

Work Order for Supply of New Games

Work Order Date:

Customer Name:

Further to the Agreement entered into between the Parties on _____, Evolution and [*] agree that the following Game(s) will be classified as **Live Games/Non-Live Games – Premium/Branded Games** within the context of the meaning granted to that term in the Agreement and, save as otherwise provided herein, will be subject to the terms and conditions set forth in the Agreement.

Right holder	Game name	Game type	Commission Fee(s)	Additional terms applicable for the license	Positioning Requirements

Signed by

Signed by

For and on behalf of
Evolution *
Date:

For and on behalf of *
Date:

SCHEDULE 3: DATA PROCESSING ADDENDUM ("DPA")

WHEREAS

- A. Evolution may, under the Agreement and for some other purposes defined herein process Personal Data on behalf of the Operator (the "**Purpose**").
- B. The purpose of this DPA to ensure compliance with Applicable Laws and is a requirement under Article 28.3 of GDPR (as defined below).

NOW IT IS AGREED THAT:

- 1.1 For the purposes of this DPA, "**Controller**", "**Processor**", "**Data Subject**", "**Personal Data**" and "**Processing**" (and its cognate terms) shall have the meaning given to them in Article 4 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 ("**GDPR**").
- 1.2 For the purposes of this DPA:
 - 1.2.1 "**Data Protection Legislation**" means all laws, regulations, legislative and regulatory requirements and codes of practice applicable to the Processing of Personal Data including without limitation the GDPR and all local laws and regulations which applies to the Parties; in each case as amended, repealed, consolidated or replaced from time to time.
 - 1.2.2 "**Operator**" means, as applicable, any relevant Operator Group company that uses the services provided by Evolution, each as a data controller in accordance with Data Protection Legislation for the purposes of the Agreement.
 - 1.2.3 "**Operator Personal Data**" means Personal Data provided or made available to Evolution or collected or created for Operator in connection with the Agreement.
 - 1.2.4 "**Services**" shall mean the services provided by Evolution under the Agreement.
 - 1.2.5 "**Security Incident**" shall mean unauthorised acquisition, access, use or disclosure of Operator Personal Data.
 - 1.2.6 "**Standard Contractual Clauses**" shall mean the standard contractual clauses for the transfer of personal data to third countries adopted by the Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council.
 - 1.2.7 "**Sub-Processor**" shall mean entity that process Personal data on behalf of the Controller, the main ones being set out in Annex C.

2. PROCESSING

- 2.1 **Data Processor.** For the Evolution Services, Evolution is a data processor (or sub-processor) acting on Operator's behalf. As data processor (or sub-processor), Evolution will only act upon Operator's instructions as set out in the Agreement and otherwise as provided in writing by Operator to Evolution from time to time. Operator Personal Data will be used in accordance with and for the purposes set out in the documented instructions and only where necessary to provide the Services to Operator. If Evolution is ever unsure as to the parameters of the instructions issued by Operator it will, as soon as reasonably practicable, revert to Operator for the purpose of seeking clarification or further instructions.
- 2.2 The scope and purpose and duration of Personal Data and Processing (including the type of Personal Data and categories of data subject) covered by the Agreement is set out in Appendix 1 to this DPA.
- 2.3 **Compliance with Data Protection Legislation.** Evolution shall:

2.3.1 comply with and Process all Operator Personal Data in accordance with applicable Data Protection Legislation; and

2.3.2 without undue delay notify Operator about any circumstance where it is unable to comply with the Data Protection Legislation or any actual or potential changes to the Data Protection Legislation, which affect Evolution's ability to comply with its obligations under the Agreement. Where Evolution is subject to any changes or circumstances under this clause, Operator will have the right to suspend the Processing until such time as the Processing is adjusted in such a manner that the non-compliance is remedied. To the extent such adjustment is not possible, Operator shall have the right to terminate the relevant part of the Processing by Evolution without Evolution incurring any liability to the Operator.

2.4 Co-operation. Evolution shall co-operate and assist Operator with any privacy impact assessments and consultations with (or notifications to) relevant regulators that Operator is required to conduct or, otherwise, do pursuant to Data Protection Legislation and/or to Applicable Law in relation to the Operator Personal Data and the Services.

2.5 Evolution personnel. Evolution restricts its personnel from processing Operators Personal Data without authorisation by Evolution as described in the Appendix 2. Evolution imposes appropriate contractual obligations upon its personnel, including relevant obligations regarding confidentiality, data protection and data security.

2.6 Data subject rights. Evolution shall without undue delay forward to Operator and otherwise co-operate with and assist Operator at no charge with any requests from data subjects of any Operator Personal Data pursuant to Data Protection Legislation (including the ability to correct, delete, block or port Operator Personal Data and rights of access and disclosure as set out in paragraph 3 of this DPA).

2.7 Deletion or return of Operator Personal Data. Evolution shall at Operator's option, delete (unless required by Applicable Law) or return all copies of Operator Personal Data and cease Processing such Operator Personal Data after the business purposes for which the Operator Personal Data was Processed have been fulfilled, or earlier upon Operator' written request.

2.8 Records. Evolution shall maintain a record of all categories of processing activities carried out on behalf of Operator which shall be made available to Operator upon request.

3 DISCLOSURE

3.1 Evolution will not disclose Operator Personal Data outside of Evolution except: (i) as Operator directs (including as permitted under the Agreement); or (ii) as required by Applicable Law.

3.2 In the event that Evolution receives any request for disclosure of (or information in relation to) Operator Personal Data by a law enforcement person or agency:

3.2.1 Evolution will, to the extent allowed by Applicable Law, including the terms of the third party request itself, at no additional charge: (i) attempt to redirect the law enforcement agency to request that data or information directly from Operator; (ii) promptly notify Operator of receipt of the request; and (iii) use commercially reasonable efforts to comply with Operator's reasonable requests regarding its efforts to oppose the request. If compelled to disclose Operator Personal Data to law enforcement, then Evolution will promptly notify Operator and provide a copy of the demand, unless legally prohibited from doing so.

3.2.2 If Evolution receives a third party request which is subject to an order not to disclose such request to Operator, Evolution will challenge (at Operator's cost) such order in a court of competent jurisdiction and seek court permission to allow Operator to intervene in the proceedings.

3.2.3 As part of this effort, Evolution may provide Operator basic contact information to the requesting agency.

3.3 In the event that Evolution receives any request for disclosure of (or information in relation to) Operator Personal Data in a circumstance not covered by paragraph 3.2: (i) Evolution shall promptly forward such request to Operator; and (ii) at no charge, co-operate and assist Operator with such request where so directed by Operator (including in relation to requests from data subjects pursuant to Data Protection Legislation).

4 SECURITY

4.1 Evolution has implemented and will maintain throughout the term of the Agreement appropriate technical and organisational measures, internal controls and information security routines intended to protect Operator Personal Data against accidental, unauthorized or unlawful access, disclosure, alteration, loss, or destruction. Evolution has implemented and will maintain technical and organisational measures as set out in Appendix 2.

4.2 Evolution on behalf of the Operator process Operators Personal Data in pseudonymized format. Evolution does not receive Operators Personal Data in format that allow Evolution or any other third party to directly identify a natural person.

5 NOTIFICATION AND INCIDENTS

5.1 If Evolution becomes aware of or reasonably suspects that any Security Incident has occurred, Evolution will without undue delay:

5.1.1 notify Operator of the Security Incident;

5.1.2 investigate (including interviewing service personnel) the Security Incident and provide Operator with reasonably detailed information about the Security Incident including making available a suitably senior, appropriately qualified individual to discuss any concerns or questions Operator may have;

5.1.3 take reasonable steps to mitigate the effects and to minimise any damage resulting from the Security Incident and assist Operator in mitigating any potential damage from a Security Incident to the extent that such mitigation is within Evolution's control as well as reasonable steps to prevent a recurrence of such Security Incident, including interviewing and the possible removal of service personnel from the performance of services for Operator; and

5.1.4 fully cooperate with Operator to develop and execute a response plan to address the Security Incident. Evolution shall at request of Operator co-operate in adequately informing the regulator or individuals involved as so directed by Operator.

6 SUBCONTRACTORS

6.1 Operator agrees that Evolution may use Sub-Processors to fulfil its contractual obligations under this DPA or to provide the Services. The list of Sub-Processors that are currently engaged by Evolution to carry out processing activities on Operators Personal Data on behalf of Operator are indicated in Appendix 1 and/or Evolution website. At least 30 days before Evolution engages any new Sub-Processor to carry out processing activities on Operators Personal Data on behalf of Operator, Evolution will update the applicable website or provide Operator with an information notice of that update.

6.2 Evolution remains fully liable to Operator for the Sub-Processor(s)' performance of the contract, as well as for any acts or omissions of the subcontractor in regard of its Processing of Personal Data.

6.3 Evolution shall ensure that Sub-Processor(s) shall be contractually bound to the same obligations with respect to the Processing of Operator Personal Data as to which Evolution is

bound by the Agreement relating to security and audit and otherwise. Evolution shall provide copies of documentation to evidence its compliance with this provision to Operator on request.

7 TRANSFER OF DATA

7.1 Evolution will not transfer Operators Personal Data except in the circumstances set out in paragraphs 3 and 6 of this DPA or as necessary to provide the Service, or as necessary to comply with the Applicable Law or binding order of a Government Agency.

7.2 Standard Contractual Clauses.

7.2.1 The Standard Contractual Clauses will apply to Operators Personal Data that is transferred outside the EEA, either directly or via onward transfer, to any country not recognized by the European Commission as providing an adequate level of protection for personal data.

7 AUDIT

8.1 Subject to reasonable written advance notice of not less than two (2) weeks (unless there are reasonable grounds for such notice to be less than two (2) weeks), Evolution shall permit an independent, properly qualified, third party auditor (subject to reasonable and appropriate confidentiality undertakings) at Operator's sole charge and cost to conduct during normal working hours periodic security scans and audits of Evolution's systems (not more frequently than once per calendar year unless the Operator shows to Evolution sufficient reasons for more frequent audits) and processes in relation to Operator Personal Data. Evolution shall without undue delay resolve, at its own expense, all security issues discovered by Operator and reported to Evolution.

8.2 Operator shall have the right following any such audit to request additional safeguards, establish back-up security for Operator Personal Data and keep back-up Operator Personal Data and Operator Personal Data files in Evolution's (or its **Sub-Processor(s)**) possession. The parties shall agree on the additional safeguards to be implemented, if any.

APPENDIX 1: DESCRIPTION OF THE PROCESSING

Subject Matter, Nature and Purpose of Processing	The context and purpose for the Processing of Operator Personal Data is the performance of the following tasks on behalf of Operator: means the provision of the (a) Evolution Platform which enable the Operator to offer the Live Games and the Non-Live Games to Users.		
Duration	For the duration of the Term.		
Personal Data	Gameplay Details	Table_id; game_id; game date and time; win/loss amount.	
	Gaming Session Details	User_id; screen_name*; first_name*; last_name*; User currency; User language; Chat message text. *Users can write/type anything there. Evolution does not perform authentication of users. Authentication is done by Operator.	
	Transaction Details	IP address; country	
	Other – Specify	Device information: browser channel device, os, orientation	
Data Subjects	Users of the Operator Services.		
Specific Restrictions	N/A		
Processor's Contact details	Evolution's Data Protection Team: dataprivacy@evolution.com		
Permitted Sub-Processor(s) and Transfers			
Name (Set out here the name and registered address of Evolution entity or subcontractor)	Services (Set out here the permitted services that they will undertake in relation to Operator Personal Data)	Location/Transfers (Set out here the location in which the entity will Process the Operator Personal Data, indicating where and from whom this has been transferred from where relevant)	Mechanism (Set out here the agreed mechanism for ensuring any transfer is compliant with Data Protection Legislation pursuant to the Schedule)
Altinity, Inc.	Managed database solution for customer facing Backoffice and Data API	Germany	Data processing agreement in place
Amazon Web Services, Inc.	Virtual resources for selfmanaged databases for bet /transaction storage and processing (Cassandra, Kafka,	Germany	Data processing agreement in place

	Clickhouse). (Hybrid solution)		
BMIT Technologies p.l.c	Cloud hosting provider	Malta	Data processing agreement in place
DataStax, Inc.	Managed database for bet /transaction storage and processing	Germany	Data processing agreement in place
Elasticsearch BV	Managed database solution for internal Backoffice	Germany	Data processing agreement in place
Evolution Group Companies	Services within the Group necessary to ensure Evolution Services such as, management services, GIR services, Customer services, live video streaming services, legal services, IT services, security services and others	Malta, Latvia, Sweden, Belgium, UK, Romania, Georgia, Canada, Bulgaria, Poland, Ukraine, Isle of man and Gibraltar	Data processing agreement in place
Equinix GmbH (Germany)	Main Data warehouse location. Long term data storage	Germany	Data processing agreement in place
Google Ireland Limited	Google cloud services	Belgium, Finland	Data processing agreement in place
Interxion Deutschland GmbH	Virtual resources for selfmanaged databases for bet /transaction storage and processing (Cassandra, Kafka, Clickhouse). (Hybrid solution)	Germany	Data processing agreement in place
LogsHero Ltd (Logz.io)	Log services in AWS.	UK	Data processing agreement in place
Microsoft Ireland Operations Limited (Microsoft Azure)	Microsoft cloud services	Ireland	Data processing agreement in place
VAS Latvijas Valsts radio un televīzijas centrs	Disaster Recovery site, data backups	Latvia	Data processing agreement in place

APPENDIX 2: TECHNICAL AND ORGANISATIONAL MEASURES

The following security measures shall be implemented by the Processor, as a minimum:

A. Measures are implemented that deny unauthorised persons access to data processing systems that process and/or use personal data. This is done by:

1. Property security
 - a. Business premises and buildings are monitored 24 hours a day, seven days a week by security staff.
 - b. The data centre and thus the hardware, server or components is in a separate secure area that is segregated from normal office premises.
 - c. Entrance to security areas are controlled and monitored by technical means, fingerprint & card scanners with audit trail logs.
 - d. Inspection patrols are carried out for main corporate offices
 - e. There are service contracts for technical surveillance systems.
 - f. Person's identification for visitors and 3rd party staff is carried out by security staff or local responsible
 - g. Access is logged.
 - h. Access is only granted to authorised persons after successful authentication
2. Security zones
 - a. The data centre is an area segregated from office premises with strictly restricted access and surveillance (closed shop).
3. Type of access control
 - a. An automatic identity check is carried out by means of personal access cards or fingerprint and recording attendance using smart card or fingerprint reader in log repository.
 - b. Offices are secured by a controlled key arrangement.
 - c. The reception is staffed during core hours and receives visitors.
 - d. Emergency exits are secured against improper use.
4. Regulation of access authorization
 - a. Access authorisation is organised restrictively and granted on the basis of appropriate authorisation procedures.
 - b. Authorised persons are determined with respect to security areas (for example data centre).
 - c. Visitors and externals must report to the reception desk and are collected and accompanied.
 - d. There are rules for employees leaving the company and changes in internal jobs and/or authorisation.
 - e. There are rules/follow-up measures if passes, keys, etc. are lost.
 - f. 3rd party Maintenance and repair staff are supervised.
 - g. The granting and withdrawal of access authorisation are reviewed.

B. Access control to data processing systems. Use of data processing systems by unauthorised persons is prevented by:

1. Access authorisation control:
 - a. Access authorisation is granted to users on the basis of authorisation procedures.
 - b. Personal user ID and personal initial passwords are allocated.
 - c. Access is only granted after prior login with authentication (user ID, password or also token device).
 - d. The screen session is automatically protected by screen savers requiring a password after a set period of time and can also be manually locked.
 - e. Measures for password security (length, complexity and safekeeping) and rules for the use of passwords are in place, password policy enforced
 - f. Passwords to be changed, if passwords or token devices are lost or forgotten.

- g. A rule that makes a need-to-know and a need-to-do principle compulsory for authorisation procedures is in place.
 - h. Administrator accounts are exclusively used for strictly limited activities and are monitored
 - i. Rules are in place for authorised persons leaving the company or changing jobs.
 - j. Disconnection occurs in the case of repeated failed attempts or timeouts.
 - k. Inactive connections are automatically closed after a set waiting period (timeout).
 - l. There are separate access groups for visitors, with defined timeout.
 - m. Users can only have access to personal data according to the authorisation granted to them (by means of role allocation, functional user etc.).
 - n. Unauthorised attempted access is detected (for example logging of system use) and investigated accordingly.
 - 2. Additional measures for remote access
 - a. Persons authorised to log in externally are specified.
 - b. Network access security is provided by implicit deny approach, any access is reviewed and went through approval process,
 - c. Unauthorised access from the internet is prevented by use of firewalls, Internal systems can only be accessed using VPN authentication
 - d. Unauthorised attempted access can be detected (intrusion detection (HIDS & NIDS)).
 - e. Protection of existing sessions against takeover by other users (session hijacking) is provided.
 - 3. Logging of access
 - a. Access to data processing systems and workstations is logged (for example in a log file).
 - b. Logs are protected from tampering and changes
 - c. Use of data processing systems is verifiable (logging of access).
 - d. Remote access via the (SSL) VPN gateway is logged.
 - e. The granting/changing of access authorisation is logged.
 - f. Logs are regularly evaluated.
- C. Access control/User control. It must be ensured that authorised persons can only access the data covered by their access authorisation when using a data processing system and that personal data are not read, copied, altered or deleted without authorisation when processing, using and after storing personal data. This is done by:**
- 1. Authorisation concept
 - a. Rules are established for granting and managing access authorisation.
 - b. Individual access rights and user groups have been formed.
 - c. User groups are managed in a central directory service.
 - d. Granted authorisation is regularly reviewed.
 - 2. Access control
 - a. The use of encryption routines and a file encryption option have been provided.
 - b. Mobile devices such as computers, removable media are encrypted.
 - c. Network access security has been set up.
 - d. Only approved hardware and software are used.
 - e. Network components are protected.
 - f. The network is segmented.
 - g. There is separation between testing and production environments.
 - h. Critical services are subject to monitoring.
 - 3. Safekeeping when using data storage devices
 - a. The safekeeping of data storage devices is controlled.
 - b. Encrypted data storage devices are available.
 - c. Persons authorised for data storage device removal are specified.
 - d. Hard drives are hardware encrypted.

D. Transmission control/Transfer control. Unauthorised reading, copying, alteration or deletion in the case of electronic transfer or transmission should be prevented.

1. IT system data transfer is monitored
2. Only secure protocols with encryption cyphers and suites are used
3. Business critical data are reviewed for integrity check
4. Logging is enabled for non-repudiation

E. It should be guaranteed that personal data are protected against the risk of accidental destruction or loss. To this end, the following measures have been implemented:

1. Creation and safekeeping of backups
2. Backup disks are securely stored separately from the original data
3. Safeguarding of day-to-day operations. Day-to-day operations are secured by means of the following technical and organisational measures:
 - a. Resilience (Critical business IT systems are regularly backed up; Disaster recovery site is on standby for takeover as a part of business continuity)
 - b. Uninterruptible power supply
 - c. Fire protection
 - d. Air-conditioning
 - e. Internet connection. A redundant internet connection is available.
4. Measures for operational disaster control
5. Organisational measures
 - a. Security guidelines as well as security and privacy operating procedures exist, have been announced and are checked.
 - b. There are requirements for procedural and programme documentation.
 - c. The hardware and software used are available and ready for operation in order to produce the original data from copies using backup devices.
 - d. Operational availability is regularly checked.
 - e. Before being put into operation, IT systems are finalised according to defined procedures and thus raised to a higher security level.
 - f. Business Continuity Management is in place.
 - g. A failover procedure has been defined.
 - h. There are sufficient staff resources available.
 - i. Users are trained.
 - j. Information security team is in place for fast incident detection and response in organized group – Security operations centre
 - k. There are rules for file retention (central backup).
 - l. Data are only deleted at the end of the defined retention periods

SCHEDULE 4: ADDITIONAL TERMS APPLICABLE TO BRANDED GAMES
(“BRANDED GAMES SCHEDULE”)

1. DEFINITIONS

In this Branded Games Schedule capitalised terms shall have the meaning attributed to them in the Definitions Schedule.

2. ACCESS TO BRANDED GAMES

- 2.1 Within the Evolution Platform, Evolution shall provide, inter alia, from time to time, access to the Branded Games subject to the provisions of this Branded Games Schedule.

3. INTELLECTUAL PROPERTY

- 3.1 Clause 3 of the Agreement shall apply *mutatis mutandis* to this Branded Games Schedule, together with the provisions of this Clause.
- 3.2 Any and all other rights in and to the Licensed Property which are not expressly granted to the Operator hereunder are expressly reserved to the Intellectual Property Owners, and/or their designees without limitation, including any Intellectual Property Rights.
- 3.3 Operator acknowledges and agrees that there is valuable goodwill associated with the Licensed Property. Operator further acknowledges and agrees that the Licensed Property (including all rights therein and goodwill associated therewith) shall be and remain insofar as Operator is concerned the exclusive sole and complete property of the Intellectual Property Owners, and their designees. Operator expressly disclaims any rights to the Intellectual Property in the Licensed Property. Operator shall not use nor authorize nor permit the use of the Licensed Property in any manner at any time nor at any place not specifically licensed herein. Operator acknowledges and agrees that its use of the Licensed Property or of any Derivative Works derived from the Licensed Property shall not create in Operator's favour any right, title or interest in the Licensed Property.
- 3.4 The Operator acknowledges that:
- 3.4.1 nothing herein will grant to the Operator any right, title or interest in the Licensed Property or in the Marks associated with the Branded Games; and
- 3.4.2 that any goodwill resulting from the Operator's use of the Marks associated with the Branded Games will inure solely to the relevant Intellectual Property Owner and Evolution may, at any time, request a confirmatory assignment of that goodwill and the Operator shall execute and return such assignment within five (5) Business Days of such request.

4. ADVERTISING

- 4.1 Branding, advertising and promotions in respect of the Branded Games may only be based on marketing materials provided by the applicable Evolution Group Company. The Operator shall submit any such proposed use of the Licensed Property for approval prior to using the Licensed Property in any manner. Evolution will approve or object to the proposed use within seven (7) Business Days. In the event Evolution does not respond within seven (7) Business Days, the proposed use shall be deemed rejected. All approvals of the use of the Licensed Property must be in writing. Once a particular use is approved, all subsequent use in the manner submitted for approval shall also be deemed approved unless subsequently rejected by Evolution. The Operator may not change or alter any marketing materials provided by the applicable Evolution Group Company without Evolution's prior consent. The marketing guidelines for each and every Branded Games will be provided to the Operator online as will be indicated at a later stage upon request. Other than as specified in this Branded Games Schedule, neither the Operator nor any other party shall have the right to incorporate or embody the Licensed Property into any other product or service. The Operator shall not use markings, legends or notices on or in association with the Branded Games and any advertising and promotion other than as specified herein and/or as may from time to time be specified by Evolution.
- 4.2 The Operator acknowledges that failure to comply with the obligations set out in paragraph 4.1 above will cause irreparable harm to Evolution and/or to the Intellectual Property Owner(s) and shall be deemed to be a Material Breach.

5. DUE DILIGENCE

Evolution may provide, when reasonably requested, an Intellectual Property Owner with access to any due diligence documents and other information (including the Agreement) relating to the Operator's use of the Branded Games of such Intellectual Property Owner.

6. REPRESENTATIONS AND WARRANTIES

- 6.1 In addition to the warranties made in the Agreement, the Operator agrees, warrants, represents and undertakes that:
- 6.1.1 other than its distribution of the Branded Games, it shall not produce, manufacture, advertise or sell any products embodying the Licensed Property;
 - 6.1.2 it will not at any time do or suffer to be done any act or thing, or fail to perform any act, otherwise than as expressly permitted or required pursuant to the terms of this Branded Games Schedule, where that act or failure to act might negatively impair or affect the Licensed Property and/or Evolution's and/or Intellectual Property Owners' rights and interests in the Licensed Property;
 - 6.1.3 it will not advertise, distribute or sell, and will not authorise the advertising or sale, of the Branded Games in any manner, at any time, or in any place or any jurisdiction otherwise than as expressly authorised by the Agreement;
 - 6.1.4 it will not alter, diminish or change position of any Copyright or proprietary notice included in the Branded Games;
 - 6.1.5 it shall not advertise the Branded Games in any manner or on any website or other advertising channel which would reasonably be considered to be offensive, blasphemous, obscene or defamatory or unlawful;
 - 6.1.6 it shall not, nor shall it authorize others to, solicit, advertise, distribute, offer, use or otherwise exploit the Branded Games to players in any geographic area outside the Territory;
 - 6.1.7 it shall ensure that on each and every Operator Website(s) offering any Branded Game industry standard measures are put in place to establish the age, address and place of residence of the Users wishing to play such Branded Game and that such safeguard will remain throughout the Term. Operator shall provide Evolution with such information as Evolution may reasonably request from time to time to evidence the same (subject always to its compliance with regulatory requirements that would prevent Operator from doing so);
 - 6.1.8 the Operator's use of Marks associated with the Branded Games will be accompanied by the appropriate trade mark notice or service-mark symbol and Copyright notice (either "TM", "®" or "SM") as provided by Evolution to the Operator and, in order to avoid confusion to the public, a legend specifying that such Marks are trademarks or service marks of the applicable Intellectual Property Owner in sufficient proximity to the Branded Games;
 - 6.1.9 the Operator will not use any Marks associated with the Branded Games in any manner reasonably likely to prejudice their legal protection or validity;
 - 6.1.10 the Operator's marks shall be kept entirely separate from the Intellectual Property Owner's Marks and shall not be used in any manner which could lead to confusion as to the ownership of the Intellectual Property Owner's Marks. Without prejudice to the generality of the foregoing, the Operator will not use any Marks associated with the Branded Games in a manner that will create a composite mark with any Mark of the Operator and/or of Evolution or any trademark, logo or trade name of any other person;
 - 6.1.11 under no circumstances whatsoever can any sales, marketing, advertising, promotional or other material relating to the Branded Games contain any Prohibited Content
 - 6.1.12 it will not (a) make any translations, adaptations, variations or modifications of the Branded Games, (b) merge of all or part of the Branded Games into any other computer software or documentation; (c) create derivative works based upon all or part of the Branded Games; or (d) to the maximum extent permitted by law, disassemble, decompile, reverse engineer or decode of the Branded Games in any manner for any reason;
 - 6.1.13 it shall not do, nor fail to do, any act nor publish any statement or authorise the same which may reasonably bring Intellectual Property Owner or the Licensed Property into disrepute or which is in any way disparaging of or derogatory to the same; and

- 6.1.14 it shall not state or imply that any Intellectual Property Owner, or any actor performing in or person related to the Licensed Property, endorses the Operator, its products and/or services or all or any of the Branded Games.

7. DEAL OR NO DEAL™

- 7.1 With reference to the Branded Game, Deal or No Deal™, the Operator further agrees as follows:

- 7.1.1 it will not make any use of the name, likeness, photograph or other image of Noel Edmonds (or of any other presenter of any localised programme based on and/or incorporating the Licensed Property) either in its use of Deal or No Deal™ or in the marketing or promotion thereof or in any other way connected with Deal or No Deal™. Operator acknowledges that no rights are hereby granted to Operator in the name, likeness, photograph or other image of Noel Edmonds (or any other presenter of any localised programme based on and/or incorporating the Licensed Property) and permission to include the same in connection with the Operator's use of Deal or No Deal™ and/or marketing or promotion thereof shall be subject to separate negotiation and agreement;
- 7.1.2 it will not install, use or copy Deal or No Deal™ (or any part of such game) except as specifically permitted in this Branded Games Schedule;
- 7.1.3 any warranty and/or indemnity by Evolution related to any Intellectual Property Right associated with Deal or No Deal™ under the Agreement is limited to (exploitation in) the territories where such Intellectual Property Right is registered by the relevant Intellectual Property Owner;
- 7.1.4 it will not modify or remove any legal notices on Deal or No Deal™;
- 7.1.5 it will not operate or market (or authorise the operation or marketing) of Deal or No Deal™, solicit custom or accept monies in relation to Deal or No Deal™ from Users or proposed Users who are citizens of or located in the Excluded Jurisdictions. Whenever the Operator becomes aware that it has received monies from such citizens/persons situated in such territories it shall forthwith return such monies and under no circumstances shall the GGR from Deal or No Deal™ include monies received from such citizens/persons situated in such Excluded Jurisdictions;
- 7.1.6 it shall cease to provide, offer, market and exploit Deal or No Deal™ immediately upon receipt of notice from Evolution (or at such other time as the notice specifies if Evolution is so requested by the Intellectual Property Owner) and, upon receipt by the Operator of such notice, the rights granted to exploit Deal or No Deal™ shall terminate immediately;
- 7.1.7 the Operator will allow an independent, properly qualified, third party auditor nominated by Evolution to access the Operator's premises and relevant technical equipment and processes for audit of the Operator's compliance with the provisions of this Branded Games Schedule. Such audit to be carried out during normal business hours and upon at least five (5) Business Days' prior written notice and not more than once in every twelve (12) Months unless there is a substantiated reason for more frequent audits;
- 7.1.8 it shall not be entitled to exploit or operate, market or promote Deal or No Deal™ (i) on any portable wireless device (whether now known or subsequently developed) including without limitation handheld computers/video game systems or digital electronic equipment including but not limited to, personal digital assistants, mobile phones or pagers, which are capable of wireless sending and/or receiving voice and/or audio and/or data and/or video communication, and of storage of information or data and (ii) using WAP portals of mobile phone operators licensed to operate in the Endemol Licensed Games Territory or any other non-internet based data delivery system or non-direct means of accessing the internet. For the avoidance of doubt, nothing in this paragraph shall restrict or prevent Users from, within the Endemol Licensed Games Territory and subject to the other terms of this Branded Games Schedule, accessing Deal or No Deal™ via the Operator Websites or via the Operator's applications (including native applications) for smartphones, using an internet enabled mobile, smartphone or tablet; and
- 7.1.9 the Operator's right to offer Deal or No Deal™ to Users is conditional upon the Intellectual Property Owner's approval of the Operator to offer Deal or No Deal™ (such approval being

in the Intellectual Property Owner's sole discretion). The Operator acknowledges that Evolution has no power to influence the Intellectual Property Owner and that Evolution declines any and all liabilities arising out of or in any way connected with the Operator not being approved by the Intellectual Property Owner.

8. UNIVERSAL MONSTERS GAME(S)

8.1 With reference to the Universal Monsters Branded Game(s), the Operator further agrees as follows:

- 8.1.1 The Operator shall take reasonable steps to protect the Copyright, Trademark and similar rights in the Universal Monsters Game(s) in the Territory including, without limitation, if necessary, joining Evolution and/or Universal to pursue infringers of those rights at Evolution's or Universal's expense.
- 8.1.2 Neither the Licensed Property nor the Universal Monsters Game(s) shall appear or be used, reproduced or, otherwise, exploited in any medium, whether now known or hereinafter devised, in conjunction with any other property or materials, including, without limitation, any name, character, symbol, logo, design, likeness or literary or artistic material, owned or controlled by Universal, Evolution or any third party, without Evolution's prior written approval.
- 8.1.3 The Operator shall immediately notify Evolution in writing of any actual, alleged or suspected harm which may come to the Operator's attention. Should legal action against any third party in connection with such harm be deemed necessary by Evolution and/or by Universal, then Evolution shall have the right: (a) to demand that the Operator undertake such legal proceedings at Evolution's or Universal's expense; and/or b) in its sole discretion and at its expense, to commence such actions or to join any actions previously commenced by any other person or entity. With respect to all claims and suits for harm in which the Operator or Evolution and/or Universal is a party, each shall have the right to employ counsel of its own choice and Evolution, Universal or its designee shall have the right to control the litigation and any settlement thereof, it being understood that in no event shall any such settlement include an admission of guilt on the part of the Operator: If Evolution and/or Universal elects to control such proceedings, it shall be entitled to receive and retain all amounts awarded as damages, profits or otherwise in connection with such suit. If, however, the Operator controls the litigation, all recoveries shall be applied first to reimburse all costs and expenses incurred in such action, including, without limitation, reasonable attorney's fees, and the balance shall be divided equally between Evolution and the Operator.
- 8.1.4 The Operator shall notify Evolution immediately (no later than 24 hours) whenever any claim or investigation is commenced by, or the Operator receives any inquiry from, any law enforcement officials, regulators or other Government Agencies regarding the legality of Universal Monsters Game(s) in any jurisdiction(s) of the Territory and subsequently copy Evolution on all correspondence or other documentation regarding such inquiry.
- 8.1.7 Without prejudice to the restrictions regarding Territory included in the Agreement, the Territory for the Universal Monsters Game(s) shall not include any Excluded Jurisdictions.
- 8.1.8 The United States, its military bases, territories and possessions are specifically excluded from the Territory with regards to the provision of the Universal Monsters Games.
- 8.1.9 The Operator shall not, nor shall it authorize others to, solicit, advertise, distribute, offer, use or otherwise exploit Universal Monsters Game(s) to customers in any geographic area outside the Excluded Jurisdictions. This limitation applies to both play for real money and for fun regardless of distribution channel.
- 8.1.10 The Operator shall not accept monies from customers or proposed users who are citizens or residents of any of the Excluded Jurisdictions. Where the Operator becomes aware that it has received monies from such citizens/territories it shall forthwith return such monies and under no circumstances shall the GGR include monies received from such citizens/residents.
- 8.1.9 The Operator shall put in place adequate safeguards e.g. geo-filters to prevent customers located in any Excluded Jurisdictions from playing Universal Monsters Game(s) and shall

upon request provide details of such safeguards to Evolution. In the event that the protections afforded by such arrangements are not deemed adequate in the reasonable view of Evolution and the Operator is unable to cure such inadequacies to Evolution's reasonable satisfaction, Evolution shall be entitled to terminate the provision of the Universal Monsters Games pursuant to the Agreement, in whole or in part.

- 8.1.10 In addition to any other representation and warranties made, the Operator represents, warrants and covenants that: (i) the rules for Universal Monsters Game(s) will include a statement that the use or playing of the game(s) is prohibited by persons who reside in any Excluded Jurisdictions; (ii) the Operator will use and distribute Universal Monsters Game(s) only within the scope of the license, rights and authorization under the Branded Games Schedule including the Agreement; (iii) the Operator will not use or distribute Universal Monsters Game(s) in violation of applicable law, rules and regulations.

9. TIGER KING BRANDED GAMES

- 9.1 The Licensed Property for the Branded Game with the name Joe Exotic/Baskin includes:

- 9.1.1 the trademarks, logos, designs and other intellectual property rights owned by Big Cat Rescue;
- 9.1.2 name, likeness and publicity rights of Carole Baskin;
- 9.1.3 name, likeness and publicity rights of Howard Baskin;
- 9.1.4 the name "JOE EXOTIC";
- 9.1.5 name, likeness and publicity rights to Joseph Maldonado-Passage;
- 9.1.6 name/, likeness and publicity rights to Erik Cowie;
- 9.1.7 name, likeness and publicity rights to Allen Glover;
- 9.1.8 name, likeness and publicity rights to Jeff Lowe;
- 9.1.9 name, likeness and publicity rights to James Garretson; and
- 9.1.10 name, likeness and publicity rights to Kelci Saffery.

- 9.2 Without prejudice to the generality of this Branded Games Schedule, the Operator shall not at any time apply for registration of any Copyright, trademark or other designation or file any document with any Government Agency or take any action which would affect the ownership of the Copyright, trademark and Tiger King name and logo. Operator's obligations under this Branded Games Schedule shall in no event be diminished or deferred in the event that Operator shall be sued by a third party for Copyright or trademark infringement or any other matter arising out of this Branded Games Schedule or the Agreement and, further, Operator agrees that it shall not assert the pendency of such claim as an offset against or to avoid any of its obligations under the terms of this Branded Games Schedule or of the Agreement.

10. TRILLIONAIRE BY FASHIONTV

The Licensed Property for the Branded Game with the name Trillionaire shall include all names, characters, symbols, design, likenesses and visual representations of the characters and all elements thereof and associated therewith including with limitation all, names, person, characters, plots, stories, storylines, themes, titles, trademarks, service marks, Copyrights, logos, designs, symbols, game code, sound, music texts, video footage, ideas and other elements and intellectual properties comprising or associated with characters relating to the "*Trillionaire Song*" as song by Ania J Ivanix and as featured on the Fashion TV Gaming Group N.V., website(s).

11. TERRITORY

Evolution may reasonably request that the Operator cease to provide the Branded Games in any specific jurisdiction in the Territory by providing the Operator with four (4) weeks' notice in writing (email permitted).

12. COMMISSION FEES

Evolution shall have a right to amend the Commission Fee applicable to all Branded Games on an annual basis subject to having provided the Operator with at least three (3) Months written notice. If the Operator does not agree with the amended Commission Fee it shall have a right to remove the Games affected by such increased fee for the purposes of the Agreement upon notice in writing to Evolution.

13. INDEMNITY AND LIMITATION OF LIABILITY

Operator shall at all times fully indemnify and hold the Evolution Group Companies, their respective officers, directors and employees harmless from and against any and all claims, damages, liabilities, costs and expenses, including reasonable counsel fees, arising out of any claims brought against the Evolution Group Companies by the Intellectual Property Owners (or any of their Group companies) based on Operator's or its affiliates' distribution of the Branded Games (except as expressly permitted under this Branded Games Schedule).

14. TERMINATION

- 14.1 The Operator acknowledges that each of the Branded Games is subject to its own specific term as set forth the agreements between the relevant Evolution Group Company/ies and the Intellectual Property Owners. Accordingly, the licence for each Branded Game will continue until such time as Evolution notifies the Operator in writing (email permitted) that the respective Branded Game will be end of life due to the expiration of the underlying branded agreement.
- 14.2 Evolution may terminate this Branded Games Schedule in relation to one or all Branded Games immediately upon written notice to Operator in the following events: (a) a breach by Operator of any of its representations and warranties in this Branded Games Schedule; (b) any breach, violation or failure of Operator (including if arising pursuant to an action or omission of its affiliates) to perform any of its obligations under this Branded Games Schedule, including, without limitation, offering the Branded Games outside the Territory, acceptance of monies from Users outside the Territory or any unauthorized assignment of the rights granted herein; and (c) termination of the Branded Agreements for whatsoever reason
- 12.3 In the event that this Branded Games Schedule expires or is terminated in relation to one of the Branded Games all terms and conditions of this Branded Games Schedule will continue to apply to the remaining Branded Games.
- 12.4 In the event that one or more of the Intellectual Property Owners requests in writing that Evolution ceases the supply of one or more of the Branded Game(s) to the Operator then the licence in relation to the applicable Branded Game shall cease immediately on the provision of written notice from Evolution to the Operator (email permitted).
- 12.5 Upon expiration or earlier termination of this Branded Games Schedule, as the case may be, for whatsoever reason, all rights granted to the Operator shall immediately cease and:
 - 12.5.1 all outstanding sums payable to Evolution shall immediately become due and payable;
 - 12.5.2 all rights in the Licensed Property shall forthwith revert to Evolution and to the Intellectual Property Owners; and
 - 12.5.3 Operator shall promptly stop using the Branded Games and the Licensed Property.
- 12.6 All warranties and indemnification obligations of the Parties and all provisions which expressly or by implication are intended to apply after expiration or termination of this Branded Games Schedule shall continue to apply after termination.

ANNEX A: BRANDED GAMES EXCLUDED JURISDICTIONS

The Operator must not offer the following Branded Games in the following territories:

Part 1 – Vikings

The list in this Part 1 shall apply to the Branded Game “Vikings” (including mobile versions). The Operator must not offer Vikings (including mobile versions) in the jurisdictions set out below, even if a local license is held:

- | | |
|----------------------|---|
| 1. Azerbaijan | 13. Russia |
| 2. Cambodia | 14. South Korea |
| 3. Canada | 15. Thailand |
| 4. China | 16. Turkey |
| 5. France | 17. Ukraine |
| 6. India | 18. United States of America (excluding the |
| 7. Indonesia | States of New Jersey and Pennsylvania |
| 8. Laos | subject to such Territory being |
| 9. Malaysia | expressly permitted pursuant to the |
| 10. Myanmar | software licence agreement entered |
| 11. Papua New Guinea | into) |
| 12. Qatar | |

Part 2 - Narcos

The list in this Part 2 shall apply to the Branded Game “Narcos” (including mobile versions). The Operator must not offer Narcos (including mobile versions) in the jurisdictions set out below, even if a local license is held:

1. Indonesia
2. South Korea

Part 3 – Street Fighter

The list in this Part 3 shall apply to the Branded Game “Street Fighter” (including mobile versions). The Operator must not offer Street Fighter (including mobile versions) in the jurisdictions set out below, even if a local license is held:

- | | | |
|----------------------------|------------------------|---------------------------|
| 1. Anguilla | 21. Curacao | 41. Saba |
| 2. Antigua & Barbuda | 22. Dominica | 42. Saint Barthelemy |
| 3. Argentina | 23. Dominican Republic | 43. Saint Kitts and Nevis |
| 4. Aruba | 24. El Salvador | 44. Saint Lucia |
| 5. Barbados | 25. Greenland | 45. Saint Martin |
| 6. Bahamas | 26. Grenada | 46. Saint Pierre and |
| 7. Belize | 27. Guadeloupe | Miquelon |
| 8. Bermuda | 28. Guatemala | 47. Saint Vincent and |
| 9. Bolivia | 29. Guyana | the Grenadines |
| 10. Bonaire | 30. Haiti | 48. Sint Eustatius |
| 11. Brazil | 31. Honduras | 49. Sint Maarten |
| 12. British Virgin Islands | 32. Jamaica | 50. South Korea |
| 13. Canada | 33. Japan | 51. Suriname |
| 14. Cayman Islands | 34. Martinique | 52. Turks and Caicos |
| 15. China | 35. Mexico | Islands |
| 16. Chile | 36. Montserrat | 53. United States of |
| 17. Clipperton Island | 37. Navassa Island | America |
| 18. Columbia | 38. Paraguay | 54. Uruguay |
| 19. Costa Rica | 39. Peru | 55. US Virgin Islands |
| 20. Cuba | 40. Puerto Rico | 56. Venezuela |

Part 4 – Trillionaire

The list in this Part 4 shall apply to the Branded Game “Trillionaire” (including mobile versions). The Operator must not offer Trillionaire (including mobile versions) in the jurisdictions set out below, even if a local license is held:

- | | |
|-----------|-----------------|
| 1. Cuba | 3. Turkey |
| 2. Jordan | 4. Saudi Arabia |

Part 5 – Three Card Poker®, Ultimate Texas Hold’Em® and Free Bet Blackjack®

The list in this Part 5 shall apply to the Branded Games “Three Card Poker®, Ultimate Texas Hold’Em® and Free Bet Blackjack® (including mobile versions). The Operator must not offer Three Card Poker®, Ultimate Texas Hold’Em® and Free Bet Blackjack® (including mobile versions) in the jurisdictions set out below, if a local license is held:

- | | |
|----------------------------|-------------------------|
| 5. The Republic of Ireland | 9. England |
| 6. Northern Ireland | 10. The Channel Islands |
| 7. Wales | 11. Isle of Man |
| 8. Scotland | |

Part 6 – Monopoly Live

The list in this Part 6 shall apply to the Branded Game “Monopoly Live” (including mobile versions). The Operator must not offer Monopoly Live (including mobile versions) in the jurisdictions set out below, even if a local license is held:

- | | |
|----------------------------|---|
| 1. The Republic of Ireland | 6. The Channel Islands |
| 2. Northern Ireland | 7. Isle of Man |
| 3. Wales | 8. Austria |
| 4. Scotland | 9. Germany (excluding Schleswig-Holstein) |
| 5. England | |

Part 7 – Deal or No Deal™

The list in this Part 7 shall apply to the Branded Game “Deal or No Deal™” (including mobile versions). The Operator must not offer Deal or No Deal™ (including mobile versions) in the jurisdictions set out below, even if a local license is held:

- | | |
|----------------|--------------|
| 1. Belgium | 6. USA |
| 2. France | 7. Singapore |
| 3. Hong Kong | 8. Sudan |
| 4. Iran | 9. Syria |
| 5. North Korea | 10. Turkey |

The Operator acknowledges and agrees that the list of Excluded Jurisdictions may be amended or adjusted from time to time by Evolution in line with the requirements of the Intellectual Property Owners upon thirty (30) days’ written notice to the Operator or less where such shorter notice period is required due to changes in Applicable Law and/or restrictions imposed by the Intellectual Property Owners.

