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SUMMARY OF TERMS

Date	06th February 2024
Parties	Gameshop (Isle of Man) Limited (trading as Octoplay) incorporated and registered in the Isle of Man with company number 020320V whose registered office is at Second Floor, 18-20 North Quay, Douglas, IM1 4LE, Isle of Man (the Supplier); and DMG Solutions B.V. incorporated and registered in Curacao with company registration number 148273 whose registered office is Abraham de Veerstraat 9, Curacao (the Operator).
(A) This agreement (this Agreement) sets out the terms and conditions governing the non-exclusive licence by the Supplier of the Games to the Operator, for use in the Operator's interactive gaming business. (B) The Operator agrees to use and distribute the Games subject to the terms and conditions of this Agreement, which are appended to this Summary of Terms. The definitions in this Summary of Terms will apply throughout this Agreement. In the event of any inconsistency between this Summary of Terms and the terms and conditions, this Summary of Terms will prevail.	
Commencement Date	The date of execution of this Agreement.
Games	Those online games as cited under Schedule 3, which as of the date of this Agreement include Slot Games and each a Game , together with such further games as the Supplier may supply to the Operator under and in accordance with the terms of this Agreement from time to time.
Game Restrictions	Any additional terms or restrictions relating to the Games (or a Game itself), including in respect of any third party content, as such terms or restrictions are made available to the Operator from time to time including, without limitation, any such restrictions listed in Schedule 3 (as applicable).
Monthly Revenue Share Fee	The Monthly fee due and payable from the Operator to the Supplier will be: 8% of Slot Game Gross Revenue for each Slot Game. <u>Slot Games</u> Slot Game Gross Revenue is defined as the value of the cash wagers placed on a Slot Game by the Operator's End Users <u>less</u> the total winnings as a result of those cash wagers (excluding any monies paid out in respect of progressive jackpots winnings) <u>less</u> progressive jackpot contributions. <u>General Rules Applicable to the Games</u> If upon calculation of Slot Game Gross Revenue in any Month, a loss is determined, the Operator will be solely responsible for any such losses and the amount payable to the Supplier will be zero. If the Slot Game Gross

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	Revenue in a Month is a negative amount, that negative amount may not be carried over to a subsequent Month for the purpose of calculating the Monthly Revenue Share Fee in relation to the Slots Game to the Supplier for that subsequent Month. For the avoidance of doubt, the Monthly Revenue Share Fee is paid as a percentage of the Operator's monthly Gross Revenue and does not include any payment to the Supplier from the contributions made to progressive jackpots by End Users (i.e. that percentage of turnover contributed by End Users does not incur any revenue share payment to the Supplier because progressive jackpot payouts are not deducted from the Gross Revenue). The parties acknowledge that the progressive jackpot software is provided by the Supplier to the Operator as a value-added service and the Supplier does not participate in the economics of the progressive jackpots. In addition, the progressive jackpot contributions set aside by the Operator should not attract gambling duty if/when carried over from one Month to another as that allocation is not part of the net wagers placed by End Users – it is simply a side pot to fund a deferred prize liability (i.e. future progressive jackpot payouts). Taxes and gaming duty will be payable by the Operator (as applicable). The Operator further acknowledges and agrees that the Operator will not be entitled to deduct any of those costs referred to in clause 7.2.1, 7.2.2 or 7.7 for the purpose of calculating Slot Game Revenue payable to the Supplier from the End Users' use of the Games.
Term	A period of three (3) years commencing on the Launch Date and expiring thirty-six (36) months thereafter (Initial Period). The Agreement shall automatically be extended for additional periods of twelve (12) months each (Renewal Period), unless either Party provides the other party with written notice of termination at least ninety (90) days prior to the expiry of the Initial Period or any Renewal Period, such notice to expire at the end of the Initial Period or the relevant Renewal Period, as the case may be. The Initial Period and, as applicable, each Renewal Period are referred to collectively as the Term.

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Signed by Gameshop (Isle of Man) Limited	Director: Print name: Director: Print name:
In the presence of: Witness' signature Witness' name Address Occupation	DocuSigned by: <i>Carrie O'Hara</i> C7879C0CB20D467... <i>Carrie O'Hara</i> DocuSigned by: <i>Martina Borg Stevens</i> 8852C52682EE413... <i>Martina Borg Stevens</i> Legal and Compliance Director

Signed by DMG Solutions B.V.	UBO: Print name: Director/Secretary: N/A Print name:
In the presence of: Witness' signature Witness' name: Address Occupation:	<i>Gianluca Pugliese</i> Gianluca Pugliese N/A <i>L. Gauci</i> Louise Ann Gauci Ta Nanna Hofra tar-rizz, L/o Rabat Malta Assistant Finance Manager

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TERMS AND CONDITIONS

1. Interpretation

- 1.1 The definitions contained in Schedule 1 to this Agreement and the rules of interpretation in this clause and Schedule 1 will apply in this Agreement.
- 1.2 The Summary of Terms and the Schedules to this Agreement form part of this Agreement and will have effect as if set out in full in the body of this Agreement.

2. Grant of licence

- 2.1 The Supplier hereby grants the Operator a non-exclusive, non-transferable, non-sub-licensable right during the term of this Agreement to promote the Games and to enable End Users to access and use each Game via the Websites, subject to the terms and conditions of this Agreement.
- 2.2 The Operator will not represent itself as an agent of the Supplier for any purpose, nor pledge the Supplier's credit or give any condition or warranty or make any representation on the Supplier's behalf or commit the Supplier to any contracts.
- 2.3 The Operator must not utilise, sell or license the Games other than in accordance with the terms of this Agreement.
- 2.4 The Supplier only grants to the Operator the licence as specified in clause 2.1, and does not transfer any right, title or interest to any Games to the Operator, any End User or any other third party.
- 2.5 The Operator represents, warrants and undertakes, except as expressly permitted by this Agreement or authorised in writing by the Supplier, that the Operator will not, nor permit others, directly or indirectly to:
 - 2.5.1 copy, modify, translate, convert or create derivative works from any Game, any part of it, or any adaptation, transcription, or merged portion of it except with the prior written consent of the Supplier;
 - 2.5.2 reverse engineer, disassemble, decompile or in any other manner decode any Game or any part of it, except to the extent that the foregoing acts are permitted by Applicable Law;
 - 2.5.3 remove any copyright, proprietary or similar notices from any Game or any part thereof (or any copies thereof);
 - 2.5.4 use any Game in a manner other than agreed by the parties under this Agreement and in accordance with any Game Restrictions; or
 - 2.5.5 in connection or association with any Games, make available content which is illegal, which discriminates on the grounds of race, religion, gender, sexuality or otherwise, or which depicts violence or sexual force, and not to do anything that will damage the good name and reputation of the Supplier.
- 2.6 During the term of this Agreement, the Operator undertakes not to purchase or license the Games from any person other than the Supplier.

3. Games

- 3.1 The Supplier will provide the Games to the Operator:
 - 3.1.1 with reasonable skill, care and expertise; and
 - 3.1.2 in conformance with the Documentation.
- 3.2 The Operator accepts and acknowledges that the Games have not been developed to meet the individual requirements of the Operator or the End Users.
- 3.3 The Supplier may exercise the option to introduce further games from an existing or new Third Party Supplier at any time during the term of this Agreement provided that, in the event the Supplier wishes to charge any fees in respect of

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such games other than as set out in this Agreement, any changes to the fees will be subject to the prior written agreement of the parties.

- 3.4 The Supplier will be entitled at its discretion to cease to make available any Game on providing at least thirty (30) days' notice to the Operator, except that the Supplier will not be obliged to give any notice where the Supplier is required to cease making the Game available due to any Third Party Supplier, on the advice of its legal advisers or due to any reasonable regulatory concerns or concerns that arise following RTP monitoring. The Supplier will have no liability to the Operator where exercising its rights under this clause 3.4.
- 3.5 The Supplier (or its licensors (as applicable)) will have the right to determine the payout tables and the RTP of the Games and such determination will be undertaken in accordance with the requirement of any regulatory certification where applicable (for example where the RTP of progressive jackpot Games has been set within any such game certification).

4. Maintenance Services

- 4.1 Subject to clause 8.5, the Supplier will use commercially reasonable endeavours to provide the Operator with technical back-up and support in respect of the Games (**Maintenance Services**).
- 4.2 The Maintenance Services will include the Supplier supplying such updates or new releases to the Games as such updates or new releases become generally commercially available. The Operator will not be entitled to reject any such update or new release.
- 4.3 The Supplier will be entitled to suspend all or any Games at any time in order to perform Maintenance Services (including updates to the Games in accordance with clause 4.2), but will use commercially reasonable endeavours to provide notice of any such suspension except where it deems, in its reasonable opinion, that emergency or urgent maintenance is required.
- 4.4 As between the Supplier and the Operator, the Operator will be solely responsible for providing support to End Users and any other users accessing the Games directly or indirectly through the Operator (including, but not limited to, the handling of all End User queries or complaints). Under no circumstances may the Operator provide contact information for the Supplier to any End User or other third party without the Supplier's express prior written consent.

5. Hosting

- 5.1 The Games will be hosted by the Supplier on servers located in Europe.

6. Legal compliance

- 6.1 The Supplier will maintain all necessary licences to enable the Supplier to supply the Operator with the Games for deployment in accordance with the terms of this Agreement. In addition, the Supplier will exercise its rights and perform its obligations under this Agreement in accordance with Applicable Law.
- 6.2 The Operator represents, warrants and undertakes that it holds and, during the term of this Agreement, it will maintain and comply with all the necessary licences, certificates, authorisations and consents required under the laws of all relevant jurisdictions in relation to enabling each End User to access each Game and to allow the Operator to perform the activities referred to in this Agreement.
- 6.3 The Operator will exercise its rights and perform its obligations under this Agreement in accordance with Applicable Law and, in particular, the Operator will at all times conduct itself in accordance with the requirements of the applicable Licensing Codes. Without prejudice to any other legal, regulatory or licensing obligations of the Operator, the Operator acknowledges and confirms that the provision or advertising of the Games to End Users must be undertaken in strict

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- adherence with and subject to the licensing requirements, permissions and consents of any applicable Gambling Authority.
- 6.4 Subject to clause 6.5, the parties agree that the Supplier will have responsibility for Live RTP Monitoring.
- 6.5 The Operator acknowledges and accepts that the Supplier does not have communication with or access to End Users. The Operator accordingly undertakes that:
- 6.5.1 where the Operator receives complaints from End Users which relate to RTP requirements as set out in the applicable Licensing Codes, the Operator will adequately investigate those complaints; and
- 6.5.2 the Operator will ensure that End Users are provided with clear, detailed explanations of how their performance compares with any Game's expected behaviour (and the Supplier will assist in providing this information to the Operator).
- 6.6 Without limiting any other obligations under this Agreement:
- 6.6.1 the Operator agrees at all times to uphold, and operate within, systems and procedures comparable to those as required under any Applicable Law to prevent fraud and money laundering related directly or indirectly to the use of the Games in accordance with the terms of this Agreement, and to facilitate the protection of young and vulnerable people; and
- 6.6.2 the Operator further undertakes that it will not do or omit to do anything which would place the Supplier in breach of any law, regulation or licensing requirement to which the Supplier is subject.
- 6.7 The Operator will provide such documentation and information to the Supplier as the Supplier may reasonably require from time to time in order to enable the Supplier to comply with its information reporting and other obligations owed to any Gambling Authority or any other regulatory authority, Third Party Supplier or as so required to comply with any Applicable Law in respect of the Operator's use of the Games under the terms of this Agreement.
- 6.8 Without limiting the generality of clause 6.7, the Operator will provide documentation and information to the Supplier in relation to:
- 6.8.1 the prevention of money laundering, the financing of terrorism;
- 6.8.2 the investigation of suspected cheating;
- 6.8.3 the combating of problem gambling; and
- 6.8.4 the investigation of customer complaints.
- 6.9 In relation to the facilities for gambling contemplated in this Agreement each party will as soon as reasonably practicable provide the other with any information that it knows relates to, or that it suspects may relate to, the commission of an offence under Applicable Law.
- 6.10 The Operator will notify the Supplier immediately of:
- 6.10.1 any non-compliance of the Operator (and/or any member of the Operator's Group) with any regulatory licence including the conditions and codes of practice attached thereto;
- 6.10.2 any complaint, determination, sanction, amendment or other communication of a material nature received by the Operator (and/or any member of the Operator's Group) from any regulatory authority; and

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- 6.10.3 any other regulatory action or event that would or could affect, to any material extent, the Supplier's (or any member of its Group's) possession of or compliance with any regulatory licences.
- 6.11 The Operator will co-operate with the Supplier and provide the Supplier with information sufficient to enable the Supplier to work with any applicable Gambling Authority in an open and co-operative way and to inform them of any matters that they would reasonably need to be aware of in exercising its regulatory functions including, in particular, any matters that could have a material impact on the Supplier's business or on its ability to conduct its business in a manner compliant with and consistent with all Applicable Law and the Supplier's licensing and regulatory obligations.

7. End Users

- 7.1 It is acknowledged, agreed and confirmed between the parties that the Operator will have the sole contractual relationship with the End Users and the Supplier will have no direct contractual relationship with any End User.
- 7.2 The Operator will, at its expense, be solely responsible for the End Users' use of the Games, including without limitation:
 - 7.2.1 all costs, obligations and liabilities associated with the distribution of the Games by the Operator to End Users; and
 - 7.2.2 any monies payable to or receivable from any End User in respect of that End User's utilisation of the Games through the Operator.
- 7.3 The Operator will:
 - 7.3.1 ensure that it does not accept any real money bet in respect of any of the Games from any End User:
 - 7.3.1.1 who, at the time of making the bet, is located within any of the Restricted Territories or any territory in which it is contrary to any Applicable Law to take such bets;
 - 7.3.1.2 who is resident within any of the Restricted Territories; or
 - 7.3.1.3 who is otherwise restricted;
 - 7.3.2 comply with any Game Restrictions of which the Operator is informed;
 - 7.3.3 have in place suitable systems and procedures that prevent any use of the Games by End Users that would be in breach of any licence condition that may be applicable to the Operator;
 - 7.3.4 ensure that any operational database will be physically based on operational servers outside the Restricted Territories;
 - 7.3.5 ensure that transactions will be generated from sources based outside the Restricted Territories; and
 - 7.3.6 comply with all Applicable Law in respect of the performance of the Operator's rights and responsibilities under this Agreement and in the provision of the Games to End Users.
- 7.4 The Operator will at all times make any applicable Game Rules provided by the Supplier available to End Users including any change and update thereto and clearly and visibly display the Game Rules as may reasonably be deemed appropriate by the Supplier.
- 7.5 The Operator will have in place suitable systems and procedures to prevent fraud and money laundering related directly or indirectly to the Games and to ensure the protection of young and vulnerable people as so required under clause 6.6.1 and under and in accordance with Applicable Law.

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- 7.6 If any act or omission of the Operator breaches clause 7.3, 7.4 or 7.5 then the Supplier may treat such breach as a material breach of this Agreement not capable of remedy under clause 17.2.1.
- 7.7 The Operator will, other than as set out under clause 6.1, be solely responsible for obtaining all licences, consents and third party clearances, and for bearing all costs, obligations and liabilities associated therewith, for the Operator's use of the Games, and the Operator agrees to maintain the same at all times during the term of this Agreement.

8. Operator undertakings

- 8.1 The Operator undertakes and agrees with the Supplier to:
 - 8.1.1 use its commercially reasonable endeavours to promote all of the Games to End Users, including but not limited to such specific advertising and promotional activities as set forth under clause 9;
 - 8.1.2 employ a sufficient number of suitably qualified personnel to ensure the proper fulfilment of the Operator's obligations under this Agreement;
 - 8.1.3 during the term of this Agreement, provide to End Users a support service in respect of the Games on terms at least as favourable as the support service the Operator provides in respect of any of the other games which the Operator makes available to its End Users, including, but not limited to, timely responses to customers' general questions concerning use of Games, and assistance to customers in the diagnosis and correction of problems encountered in using Games; and
 - 8.1.4 inform the Supplier immediately of any changes in ownership or Control of the Operator and of any change in its organisation or method of doing business which might affect the performance of the Operator's duties in this Agreement.
- 8.2 The Operator will at all times be liable for, indemnify, keep indemnified and hold harmless the Supplier and each member of the Supplier's Group (together with their respective employees, officers, subcontractors and agents) (each an **Indemnified Party**) from and against any and all Losses of any nature whatsoever incurred or suffered by any Indemnified Party in any way arising from:
 - 8.2.1 any use by the Supplier of Intellectual Property Rights owned by the Operator or licensed to the Supplier by the Operator;
 - 8.2.2 the use of the Games by the Operator other than in accordance with the terms of this Agreement;
 - 8.2.3 any failure by the Operator or any End User to act in accordance with any Game Restrictions which apply to any Game;
 - 8.2.4 any Operator or End User's access or use of the Platform, Games or the Websites (including, without limitation, any activities or parts thereof or commerce conducted thereupon);
 - 8.2.5 any claim brought against any Indemnified Party by any End User, save for where directly caused by the Supplier's breach of this Agreement or by the Supplier's negligence;
 - 8.2.6 any failure or error in the Websites or any hardware or software of the Operator; or
 - 8.2.7 any fault, error or malfunction in a Game (or any part thereof) caused by or attributable to any failure or error in any hardware or software of the Operator, which results in monies being paid out incorrectly to End Users as winnings (whether the amount of winnings is incorrect or winnings are paid when not in fact due).

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- 8.3 In the event that any fault, error, malfunction or departure from its specification or Documentation in or on the part of any Game results in monies being paid out incorrectly to End Users as winnings (whether the amount of winnings is incorrect or winnings are paid when not in fact due) including, without limitation, the erroneous award of jackpots, the Operator will use all reasonable endeavours to mitigate such detriment, including (to the extent possible in the circumstances) by suspending or removing from play any such Game as soon as reasonably possible subsequent to the parties becoming aware of any malfunction.
- 8.4 The Supplier will be entitled, upon notice to the Operator, to gain access to the Operator's premises, systems and facilities as may be necessary for the Supplier to provide the Maintenance Services to the Operator.
- 8.5 The Operator will promptly provide the Supplier with all reasonable assistance, co-operation and any information in the Operator's knowledge, possession or control that the Supplier reasonably requires to enable the Supplier to perform its obligations under this Agreement.

9. Advertising and promotion

- 9.1 The Operator will:
 - 9.1.1 be responsible for the advertising and promotion of the Games provided that the use by the Operator of any advertising materials or promotional literature containing the Trade Marks or other references to any Game will be subject to the prior written consent of the Supplier;
 - 9.1.2 observe all directions and instructions given to it by the Supplier in relation to the promotion and advertisement of the Games (or any of them) or in relation to use of the Trade Marks, and will not make any written statement as to the quality or manufacture of the Games (or any of them) without the prior written approval of the Supplier;
 - 9.1.3 conduct its business in a manner that reflects favourably at all times on the Supplier and the good name, goodwill and reputation of the Supplier and not enter into any contract or engage in any practice detrimental to the interests of the Supplier in the Games;
 - 9.1.4 avoid deceptive, misleading or unethical practices that are, or might be, detrimental to the Supplier, the Games or the public and will not publish or employ, or co-operate in the publication or employment of, any false, misleading or deceptive advertising material or other representations with regard to the Supplier or the Games;
 - 9.1.5 not advertise on websites providing unauthorised access to copyright material; and
 - 9.1.6 ensure that all of its general marketing and promotional materials are truthful, not misleading and compliant with Applicable Law (including but not limited to complying with all advertising codes of practice as required under applicable Licensing Codes).
- 9.2 The Operator will consider, in good faith, all comments and suggestions of the Supplier in relation to the promotions set out in this clause 9.
- 9.3 Without limiting the generality of clauses 9.1 and 9.2 or the consent required under clause 9.1.1, the Operator will include the Supplier marks on all loading screens of the Websites.

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10. Fees

- 10.1 In consideration of the grant of rights by the Supplier under this Agreement, the Operator agrees to pay the Monthly Revenue Share Fee for each Website to the Supplier in accordance with the remainder of this clause 10.
- 10.2 Subject to clauses 10.3 and 10.4, the Supplier will issue a Monthly invoice to the Operator, after the end of each Month, which will set out the Monthly Revenue Share Fee due to the Supplier. The Operator will be invoiced on the basis of data imported from the Supplier's back office with currency conversion rates as applied by the Supplier's back office systems from time to time. All payments will be due in EUR (EURO) (or such other currency at the discretion of the Supplier).
- 10.3 The Operator will from the time the first of the Games is live, operational and available to End Users deliver to the Supplier a statement within three (3) Business Days after the end of each Month.
- 10.4 Unless specifically cited otherwise, the Operator will make any payments required under this Agreement, to the Supplier within ten (10) Business Days of the date of a valid invoice for such sums. No amount will be considered paid to the Supplier until received in cleared funds in the bank account that is designated by the Supplier from time to time in writing.
- 10.5 The Operator will pay the Monthly Revenue Share Fee (and any other fees due hereunder) free and clear of all set-off, counterclaim, deductions and withholdings whatsoever, unless the deduction or withholding is required by law, in which case the Operator will:
 - 10.5.1 pay to the Supplier such sum as will, after the deduction or withholding has been made, leave the Supplier with the same amount as it would have been entitled to receive in the absence of any such requirement to make a deduction or withholding; and
 - 10.5.2 within five Business Days of making the deduction or withholding, provide a statement in writing showing the gross amount of the payment, the amount of the sum deducted and the actual amount paid.
- 10.6 Without prejudice to any other right or remedy that it may have, if the Operator fails to pay the Supplier any sums by the relevant due date:
 - 10.6.1 the Operator will pay interest on the overdue amount at (i) the rate of five per cent (5%) per annum above Bank of England's base rate from time to time or (ii) the maximum rate allowed under Applicable Law; whichever higher Such interest will accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Operator will pay the interest together with the overdue amount; and
 - 10.6.2 the Supplier may suspend access to all or any Games until payment has been made in full.
- 10.7 In the event that any Dispute arises as to any invoice, then such Dispute will be resolved in accordance with clause 33. In the event an amicable resolution cannot be reached by and between the parties then the figures recorded in the Supplier's systems and records of the calculation of the Gross Revenue will be deemed definitive.
- 10.8 The Operator undertakes that it will not in any manner, directly or indirectly, take any action or enter into any arrangements which have the purpose or effect of allowing the Operator to avoid, circumvent, reduce or delay payment of the Monthly Revenue Share Fee (or any part of it). The Operator will procure that each of the respective directors, staff and agents of the Operator complies with this clause.

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- 10.9 Any invoice issued by the Supplier to the Operator may only be disputed within ten (10) days of the issuance of such invoice. Thereafter, the invoice shall not be subject to any variation, modification, or dispute whatsoever.

11. Confidentiality and publicity

- 11.1 Each party will, during the term of this Agreement and thereafter, keep confidential and not use for its own purposes (other than for the implementation of this Agreement) nor without the prior written consent of the other party disclose to any third party (except its professional advisers or as may be required by any law or any legal or regulatory authority) any information of a confidential nature (including trade secrets and information of commercial value) which may become known to such party from the other party and which relates to the other party or any of its Group, unless that information is public knowledge or already known to such party at the time of disclosure, or subsequently becomes public knowledge other than by breach of this Agreement, or subsequently comes lawfully into the possession of such party from a third party. Each party will use its reasonable endeavours to prevent the unauthorised disclosure of any such information.
- 11.2 The parties agree that no announcement will be made concerning the existence of, or matters covered by, this Agreement, unless required by law or a competent regulatory authority, until a mutually agreed joint announcement is prepared and released.
- 11.3 The restrictions in clauses 11.1 and 11.2 will continue to apply without limit of time after the termination or expiry of this Agreement for any reason.

12. Limits of liability

- 12.1 Subject to clause 12.3, the Supplier will not in any circumstances have any liability for any Losses which may be suffered by the Operator (or any person claiming under or through the Operator), whether the same arise in contract, tort (including negligence) or otherwise howsoever, which fall within any of the following categories:
- 12.1.1 loss of profits;
 - 12.1.2 loss of anticipated savings;
 - 12.1.3 loss of revenue;
 - 12.1.4 loss of business opportunity;
 - 12.1.5 loss of use;
 - 12.1.6 loss of goodwill or any reputational damage;
 - 12.1.7 loss or corruption of data; or
 - 12.1.8 any special, indirect or consequential loss (even if the Supplier was aware of the circumstances in which such special, indirect or consequential loss could arise).
- 12.2 Subject to clauses 12.1 and 12.3, the total aggregate liability of the Supplier, whether in contract, tort (including negligence) or otherwise and whether in connection with this Agreement or any collateral contract, will in no circumstances exceed a sum equal to the total Monthly Revenue Share Fees actually paid to the Supplier in the three (3) Months preceding the date on which the claim arose.
- 12.3 The exclusions in clause 12.1 will apply to the fullest extent permissible at law, but neither party excludes liability for:
- 12.3.1 death or personal injury caused by its own negligence, its officers, employees, contractors or agents;
 - 12.3.2 fraud or fraudulent misrepresentation; or

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- 12.3.3 any other liability which may not be excluded by law.
- 12.4 The parties acknowledge and agree that the Supplier:
 - 12.4.1 does not warrant that any of the Games will be uninterrupted or error free; and
 - 12.4.2 will (notwithstanding anything to the contrary in this Agreement) not be liable for any defect to the extent it results from:
 - 12.4.2.1 use of any Game other than in accordance with the Documentation, this Agreement or any Game Restrictions;
 - 12.4.2.2 failure of electric power or environmental control systems; or
 - 12.4.2.3 failure of hardware or software not supplied by the Supplier.
- 12.5 The Supplier will have no liability to the extent its failures are caused or contributed to by the Operator's failure to meet any Operator Requirements or any other obligations of the Operator under this Agreement, nor will the Supplier have any liability for Losses caused or contributed to by the Operator's failure to comply with clause 8.3. The Supplier will not be liable under clause 8.3 where any loss or damage or incorrect payout is caused by hacking, any failure or error in hardware or software of the Operator or a failure of the Operator to take down, or promptly take down, the Game in question.
- 12.6 Save as set out in this Agreement, all warranties, conditions and other terms whether express or implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.
- 12.7 In the event of any breach of the Supplier's obligation under clause 3.1 (whether by reason of defects or otherwise) the Operator's sole remedy and the Supplier's only obligation and liability to the Operator will be for the Supplier to replace or repair the Game in question.

13. Passwords and security

- 13.1 The Operator will be responsible for the security and proper use of any and all passwords that are allocated by the Supplier to the Operator and the Operator must take all necessary steps to ensure that they are kept confidential, secure, used properly and not disclosed to unauthorised people.
- 13.2 The Operator must immediately inform the Supplier if there is any reason to believe that any password allocated by the Supplier to the Operator has or is likely to become known to someone not authorised to use it or is being or is likely to be used in an unauthorised way.
- 13.3 The Supplier reserves the right to suspend or change any passwords that it has allocated to the Operator if at any time the Supplier considers that there is or is likely to be a breach of security and will notify the Operator as soon as possible after it has done so.
- 13.4 The Operator agrees to indemnify, keep indemnified and hold harmless the Supplier from and against any and all Losses arising out of or in connection with any unauthorised use of a password that the Supplier has provided to the Operator.

14. Data protection

- 14.1 The parties acknowledge and agree that, to the extent that the Supplier processes any personal data provided by or on behalf of the Operator in connection with this Agreement, it will act as data processor and not data controller of any such data.
- 14.2 To the extent that the Supplier processes any personal data of the Operator it will use reasonable endeavours to implement and maintain adequate technical and organisational security measures to protect any such personal data against unauthorised or unlawful processing and accidental loss or damage.

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- 14.3 The Operator acknowledges and agrees that it will handle all personal data and operate systems and procedures in compliance with all Applicable Law in respect of data protection and Schedule 5 of this Agreement.
- 14.4 For the purposes of this clause 14, the words “personal data”, “processes”, “processing”, “data controller” and “data processor” will be as defined in the General Data Protection Regulation (EU 2016/679).

15. Intellectual Property Rights

- 15.1 The Operator acknowledges that all Intellectual Property Rights in relation to each of the Games and any Documentation and any part thereof belong and will belong to or be licensed to the Supplier, and the Operator will have no rights in or to any Game or any Documentation other than as provided in this Agreement. Without limiting the foregoing, all developments, additions, enhancements, improvements or derivatives of any of the Games will be deemed to constitute part of the Games and will be the sole and exclusive property of the Supplier, subject to the licences set out herein.
- 15.2 The Operator will take all such steps as the Supplier may reasonably require to assist the Supplier in maintaining the validity and enforceability of the Intellectual Property Rights of the Supplier during the term of this Agreement.
- 15.3 The Operator will use reasonable endeavours to prevent any infringement of the Intellectual Property Rights in the Games and the Documentation and will promptly give notice in writing to the Supplier in the event that it becomes aware of:
 - 15.3.1 any infringement or suspected infringement of any of the Games or the Documentation; or
 - 15.3.2 any claim that the use of or access to any Game (and any component thereof) or the Documentation infringes the rights of any third party.
- 15.4 In addition to any other remedies available to the Supplier at law or in equity, the Supplier will have the right to immediately suspend access to all or any of the Games if deemed reasonably necessary by the Supplier to prevent any harm to the Supplier or its business.
- 15.5 The Supplier undertakes at its own expense to defend the Operator or, at the Supplier's option, settle any claim or action brought against the Operator alleging that the possession or use of any Game (or any part thereof) in accordance with the terms of this Agreement infringes the Intellectual Property Rights of a third party (**Claim**) and will be responsible for any Losses finally awarded against the Operator by a court of relevant jurisdiction as a result of or in connection with any such Claim. For the avoidance of doubt, this clause will not apply where the Claim in question is attributable to:
 - 15.5.1 the possession or use of the Game (or any part thereof) by the Operator, any End User or any third party other than in accordance with the terms of this Agreement and any Game Restrictions;
 - 15.5.2 use of the Game in combination with any hardware or software not supplied or specified by the Supplier if the infringement would have been avoided by the use of the Game not so combined;
 - 15.5.3 modification of the Game by the Operator, any End User or any third party if the infringement would have been avoided by the use of the Game not so modified; or
 - 15.5.4 use of a non-current release of the Game.

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- 15.6 If any third party makes a Claim, or notifies an intention to make a Claim against the Operator, the Supplier's obligations under clause 15.5 are conditional on the Operator:
- 15.6.1 as soon as reasonably practicable, giving written notice of the Claim to the Supplier, specifying the nature of the Claim in reasonable detail;
 - 15.6.2 not making any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of the Supplier (such consent not to be unreasonably conditioned, withheld or delayed);
 - 15.6.3 giving the Supplier and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the Operator, so as to enable the Supplier and its professional advisers to examine them and to take copies (at the Supplier's expense) for the purpose of assessing the Claim; and
 - 15.6.4 taking such action as the Supplier may reasonably request to avoid, dispute, compromise or defend the Claim.
- 15.7 If any Claim is made the Operator will take reasonable steps to mitigate the effects of such Claim.
- 15.8 If any Claim is made, or in the Supplier's reasonable opinion is likely to be made, against the Operator, the Supplier may at its sole option and expense:
- 15.8.1 procure for the Operator the right to continue to use the Game (or any part thereof) in accordance with the terms of this Agreement;
 - 15.8.2 modify the Game so that it ceases to be infringing;
 - 15.8.3 replace the Game with a non-infringing Game; or
 - 15.8.4 terminate this Agreement immediately by notice in writing to the Operator.
- 15.9 Clauses 15.5 to 15.8 (inclusive) constitute the Operator's sole and exclusive remedy and the Supplier's only liability in respect of Claims.

16. Anti-bribery

- 16.1 The Operator will:
- 16.1.1 comply with all Applicable Law relating to anti-bribery and anti-corruption (**Relevant Requirements**) and not do or omit to do anything which could place the Supplier in breach of the Relevant Requirements;
 - 16.1.2 not engage in any activity, practice or conduct which would constitute an offence under the Relevant Requirements if such activity, practice or conduct had been carried out in the Isle of Man;
 - 16.1.3 have and will maintain in place throughout the Term its own policies and procedures, to ensure compliance with the Relevant Requirements and will enforce them where appropriate;
 - 16.1.4 promptly report to the Supplier any request or demand for any undue financial or other advantage of any kind received by the Operator in connection with the performance of this Agreement; and
 - 16.1.5 immediately notify the Supplier (in writing) if a public officer becomes an officer or employee of the Operator or acquires a direct or indirect interest in the Operator (and the Operator warrants that it has no public officers as officers or employees or direct or indirect owners at the date of this Agreement).

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- 16.2 Without prejudice to clause 16.1 the Operator will ensure that any person associated with the Operator who is performing services in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Operator in this clause 18 (**Relevant Terms**). The Operator will in all circumstances be responsible for the observance and performance by such persons of the Relevant Terms, and will in all circumstances be directly liable to the Supplier for any breach by such persons of any of the Relevant Terms howsoever arising.
- 16.3 For the purpose of this clause 16, 'associated person' shall mean any person, including an officer, director, employee or sub-contractor, who performs services for and on behalf of the Operator.
- 16.4 Breach of this clause 16 will be deemed a material breach, which is not capable of remedy under clause 17.2.1.

17. Term and termination

- 17.1 Unless terminated earlier in accordance with this clause 17, this Agreement will commence on the Commencement Date and will continue in force until the conclusion of the Term.
- 17.2 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:
 - 17.2.1 the other party commits a material breach of any term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so;
 - 17.2.2 the other party suffers an Insolvency Event; or
 - 17.2.3 the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
- 17.3 The Supplier may terminate this Agreement:
 - 17.3.1 with immediate effect by giving written notice to the Operator:
 - 17.3.1.1 in the event the Operator fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than two weeks after being notified in writing to make such payment;
 - 17.3.1.2 if the Operator is in breach of any Applicable Law;
 - 17.3.1.3 in the event the Operator is in breach of clause 7.3, 7.4, 7.5, 8.1.1 or 9;
 - 17.3.1.4 in the event the Operator undergoes a change of Control;
 - 17.3.1.5 if the Supplier is unable for any reason to obtain such licence, permissions or certifications in accordance with clause 8.1;
 - 17.3.1.6 if the Supplier discovers any facts relating to the Operator which it reasonably believes may jeopardise the Supplier's gaming licences, permits or status with any gaming commission, board or similar regulatory or other authority worldwide; or
 - 17.3.1.7 if the Supplier reasonably believes that such termination is required in order to comply with, or prevent any breach of, any Applicable Law (provided that the Supplier's belief will be reasonable for the purpose of this clause 17.3.1.7 where

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the Supplier has received advice from its legal advisers that such termination is so required);

- 17.3.2 without cause by giving ninety (90) days' written notice to the Operator; or
- 17.3.3 by giving sixty (60) days' written notice (or such shorter time as is specified by any applicable regulator or governing body to which the Supplier is subject from time to time) to the Operator if:
 - 17.3.3.1 there is any change in Applicable Law that would require the Supplier to review and/or reorganise its commercial or technical structure and supply of the Games hereunder; or
 - 17.3.3.2 required to do so for any reason by any regulator or governing body to which the Supplier is subject from time to time.
- 17.4 On termination or expiry of this Agreement for any reason:
 - 17.4.1 each party must promptly, and in any event no later than thirty (30) days after termination, return to the other party all property and confidential information belonging to the other and relating to this Agreement, in all forms, or to the extent such return is not reasonably practical, destroy or delete completely the foregoing and certify in writing to the other party that it has been destroyed;
 - 17.4.2 all rights granted to the Operator under this Agreement will cease including, in particular, the licence granted under clause 2;
 - 17.4.3 the Operator will cease providing the Games;
 - 17.4.4 the Operator will, and procure that End Users will, cease all activities authorised by this Agreement;
 - 17.4.5 the Operator will, within seven (7) days, pay to the Supplier any sums due to the Supplier under this Agreement; and
 - 17.4.6 any provision of this Agreement which expressly or by implication is intended to come into or continue in force on or after termination of this Agreement will remain in full force and effect (including, without limitation, clauses 8.2, 10, 11, 12, 15.1, 17.4, 17.5, 19, 33 and 34).
- 17.5 Termination or expiry of this Agreement will not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination or expiry.

18. Suspension of Services

- 18.1 The Supplier may, at its sole discretion, immediately suspend the Services or the Operator's or any End User's access to all or any of the Games until further notice on notifying the Operator in writing in the event:
 - 18.1.1 the Supplier is entitled to terminate this Agreement;
 - 18.1.2 the continued supply of the Games or Services presents, in the reasonable opinion of the Supplier, an immediate threat of the violation of any Applicable Law;
 - 18.1.3 the Supplier is so entitled pursuant to clause 10.6.2 or 15.4; or
 - 18.1.4 the Supplier has reasonable cause to believe that the Operator may be about to directly or indirectly commit an act, or omit to commit an act or has committed an act or omitted to commit an act, that could prejudice the rights of the Supplier, the terms hereof, or any Applicable Law.

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- 18.2 The Supplier's right to suspend providing the Services or access to all or any Games will be in addition to, and not in substitution for, the Supplier's right subsequently to terminate this Agreement or any other right or remedy to which the Supplier is entitled hereunder.

19. Reporting, information and audit

- 19.1 Within fourteen (14) days of a written request from the Supplier at any time, and from time to time, the Operator will provide the Supplier with a written report containing:
- 19.1.1 non-personally identifiable information in relation to demographic of End Users using each Game (including gender, age and territory) during any period specified by the Supplier;
 - 19.1.2 such information as is reasonably requested by the Supplier about the Operator's processes and controls to support compliance with this Agreement, including the Supplier's licensing and regulatory requirements; and
 - 19.1.3 any other information relating to the performance of its obligations under this Agreement which the Supplier may reasonably require from time to time.
- 19.2 In the event the Supplier has reason to believe that a breach of any of the Operator's representations, warranties or obligations under this Agreement has occurred or will occur, the Supplier will have the right (at the Operator's cost) to audit the Operator in order to satisfy itself that no breach has occurred and the Operator will grant the Supplier reasonable access for these purposes. The Operator will fully co-operate in any audit conducted by or on behalf of the Supplier.
- 19.3 The Supplier will be entitled, not more than once in every calendar year quarter, to appoint, at its own cost, an auditor to examine the books and records of the Operator relating to the Games for the purpose of determining whether the Monthly Revenue Share Fees paid to the Supplier hereunder are in accordance with this Agreement. In the event of an underpayment, the Supplier may invoice the Operator for the shortfall, and the Operator will pay such invoice within thirty (30) days of receipt thereof. In the event of any underpayment of five per cent (5%) or more, the Operator will in addition pay the auditor's fees for the aforesaid audit.

20. Assignment and subcontracting

- 20.1 This Agreement is personal to the Operator and the Operator is not entitled to assign, transfer, mortgage, charge, create a trust over, subcontract or deal in any other manner with any of its rights, benefits and obligations under this Agreement (or purport to do so) unless the Supplier provides written consent, such consent not to be unreasonably withheld.
- 20.2 The Supplier is entitled to assign, novate, transfer, mortgage, charge, create a trust over, subcontract or otherwise deal in all or any part of its rights, benefits or obligations under this Agreement to a member of the Supplier's Group, without the consent of the Operator, but the Supplier must provide written notice of any such assignment, novation, transfer, mortgage, charge, trust or subcontract to the Operator.

21. Costs

Except as otherwise stated in this Agreement, each party will pay its own costs and expenses in relation to the negotiation, preparation, execution and carrying into effect of this Agreement.

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22. Waiver

No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law will constitute a waiver of that or any other right or remedy, nor will it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy will prevent or restrict the further exercise of that or any other right or remedy.

23. Remedies

Except as expressly provided in this Agreement, the rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies provided by law. The exercise or partial exercise of any right, power or remedy provided by law or under this Agreement will not preclude any other or further exercise of it or the exercise of any other right power or remedy.

24. Entire agreement

24.1 This Agreement and the documents referred to in it constitute the entire agreement between the parties and supersede all other agreements or arrangements, whether written or oral, express or implied, between the parties or any of them.

24.2 Each party agrees that, in entering into this Agreement, either it did not rely on any representations (whether written or oral) of any kind or of any person other than those expressly set out in this Agreement or (if it did rely on any representations, whether written or oral, not expressly set out in this Agreement) that it will have no remedy in respect of such representations and (in either case) neither party will have liability in any circumstances otherwise than in accordance with the express terms of this Agreement.

24.3 Nothing in this clause 24 will operate to limit or exclude any liability for fraud or fraudulent misrepresentation.

25. Variation

No variation of this Agreement will be effective unless made in writing and signed by both parties (or their authorised representatives).

26. Severance

If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it will be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision will be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause will not affect the validity and enforceability of the rest of this Agreement.

27. Authority

27.1 Each individual executing this Agreement on behalf of a party represents and warrants that such individual is empowered by that party to execute it and that all necessary action to authorise its execution by that individual has been taken.

27.2 The Operator represents and warrants that it is a corporation validly organised and existing under laws of the place of its organisation.

28. Counterparts

This Agreement may be executed in any number of counterparts and by attachment to electronic mail, but will not take effect until each party has executed at least one counterpart. Each counterpart will constitute an original, but all the counterparts together will constitute a single agreement.

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29. Third party rights

- 29.1 Except as stated elsewhere in this Agreement, no person who is not a party to this Agreement will have any right to enforce it.
- 29.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any other person.

30. No partnership or agency

- 30.1 Nothing in this Agreement creates a joint venture or partnership or establishes a relationship of principal and agent or any other fiduciary relationship between the parties.
- 30.2 Neither party will represent itself as agent of the other party and neither party will have authority or power to bind the other party or to contract in the name of or create a liability against the other party.
- 30.3 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

31. Force Majeure

- 31.1 Neither party is to be liable to the other for delay or failure to perform any obligation under this Agreement to the extent that the delay or failure results from events, circumstances or causes beyond its reasonable control (such event being **Force Majeure**), which will include without limitation strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors, but will exclude the inability to meet financial obligations.
- 31.2 In such circumstances the affected party will be entitled to a reasonable extension of the time for performing such obligations.
- 31.3 A party becoming aware of any Force Majeure must promptly notify the other party in writing of the relevant facts and any likely delay or other effect, and both parties will use their reasonable endeavours to mitigate the effects of the Force Majeure.
- 31.4 If Force Majeure continues for twelve (12) successive weeks, either party may terminate this Agreement by giving fourteen (14) days' written notice to the affected party.

32. Notices

- 32.1 Any notice given to a party under or in connection with this Agreement will be in writing and will be:
 - 32.1.1 delivered by hand or by prepaid first class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case);
 - 32.1.2 sent by prepaid airmail providing proof of delivery; or
 - 32.1.3 sent by email to an appropriately authorised individual of the Supplier or the Operator (as appropriate).
- 32.2 Any notice will be deemed to have been received:
 - 32.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;

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- 32.2.2 if sent by prepaid first class post or other next working day delivery service, at 9.00 a.m. on the second Business Day after posting or at the time recorded by the delivery service;
 - 32.2.3 if sent by prepaid airmail providing proof of delivery, at the time recorded by the delivery service; or
 - 32.2.4 if sent by email, at 9.00 a.m. on the next Business Day after transmission, provided that the sender has not received a response that delivery was unsuccessful or an “out of office” response.
- 32.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

33. Dispute resolution

If any dispute, disagreement or claim arises between the parties (**Dispute**) concerning the Services, an invoice or any other aspect of this Agreement, the parties will attempt to resolve the Dispute by negotiation. In such event and as and when the Dispute arises, one party may invite the other in writing to meet and to attempt to resolve the Dispute within seven (7) days from the date of the written invitation. The terms of this clause are without prejudice to either party's right to seek any form of injunctive relief from the courts where a party deems it necessary to do so.

34. Governing law and jurisdiction

- 34.1 This Agreement and any Dispute arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) will be governed by and construed in accordance with Manx Law.
- 34.2 Each party irrevocably agrees that the courts of the Isle of Man will have non-exclusive jurisdiction to settle any Dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual Disputes or claims).

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Schedule 1

Definitions and rules of interpretation

1. The definitions and rules of interpretation contained in this Schedule 1 will apply in this Agreement:

Agreement	the Summary of Terms and these terms and conditions (including the Schedules), as may be amended by the parties in accordance with its terms.
Anti-Money Requirements	Laundering all anti-money laundering laws, regulations, practices or procedures that may be relevant or applicable to the Operator in its jurisdiction of operation, or if no such laws, regulations, practices or procedures exist or apply to the Operator or such are not comparable to the anti-money laundering legislation that is in force in the Isle of Man from time to time, then the Operator will apply the anti-money laundering legislation that is in force in the Isle of Man, all as amended or re-enacted from time to time.
API	means the Supplier's integration interfaces which relate to the Supplier's core software (including the Platform) that outlines the routines, data structure, object classes and protocols as appropriate as may be updated from time to time to reflect developments, as applicable in the Supplier's core software.
Applicable Law	all applicable laws, statutes, regulations and codes from time to time in force.
Business Day	a day other than a Saturday, Sunday or public holiday in England when banks in Isle of Man are open for banking business.
CA 2006	the Companies Act 2006.
Commencement Date	as defined in the Summary of Terms.
Confidential Information	each agreement, all financial, commercial, technical, operational, organisational, legal, management and other information, data and know-how relating, respectively, to the disclosing party, including details of the disclosing party's products, assets, networks and data networks, stakeholders, customers, suppliers and employees which may be supplied orally or in writing or in any other form by the disclosing party.
Control	the power of a person to secure that the affairs of the body corporate are conducted in accordance with the wishes of that person:

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by means of the holding of shares, or the possession of voting power, in or in relation to that or any other body corporate; or

as a result of any powers conferred by the articles of association or any other document regulating that or any other body corporate,

and a **change of Control** occurs if a person who controls any body corporate ceases to do so or if another person acquires Control of it.

Dispute

as defined in clause 33 of this Agreement.

Documentation

the par sheets supplied with each Game (if any), together with any reference manual provided by the Supplier, with the Games and which explains the technical operation of the Games.

End User

an individual who accesses games through the Operator's platform and/or the Websites.

Gambling Authority

any legitimate regulatory body formed for the purposes of regulating gambling and gaming in any jurisdiction in which the Operator makes the Games available.

Games

as defined in the Summary of Terms (and **Game** or **Slot Game** will mean any individual game included with the Games).

Game Restrictions

any terms or restrictions relating to the Games (or a Game itself), including in respect of any Third Party Supplier content, as such terms or restrictions are made available to the Operator from time to time including, without limitation, any such restrictions listed in Schedule 3 (as applicable).

Game Rules

the rules for End Users' use of the Game, as produced by the Supplier (or a Third Party Supplier) and incorporated in each Game from time to time by or on behalf of the Supplier or a Third Party Supplier.

Group

in relation to an undertaking, the undertaking, its Subsidiaries, its Holding Company, any other Subsidiary of its Holding Company and any person under common control (directly or indirectly) with it, from time to time.

Holding Company

as defined in section 1159 CA 2006.

Indemnified Party

as defined in clause 8.2.

Insolvency Event

the occurrence of any of the following events:

the relevant party suspends, or threatens to

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suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts, or a liquidator being appointed, or a receiver or manager being appointed in respect of any of its assets;

a resolution being passed for the winding up of the company of the relevant party;

a judgment being entered against the relevant party requiring the payment of monies and such judgment remaining unsatisfied for thirty (30) days;

the relevant party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that party with one or more other companies or the solvent reconstruction of that party; or

any event occurs, or proceeding is taken, with respect to the other party, in any jurisdiction to which it is subject, that has an effect equivalent or similar to any of the events specified above in this definition.

Intellectual Property Rights

patents, utility models, rights to inventions, copyright and related rights, trademarks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.

Launch Date

the date the first of the Games is live, operational and available to End Users.

Licensing Codes

any codes and conditions issued by a Gambling Authority in any of the jurisdictions in which the Operator makes the Games available to End Users.

Live RTP Monitoring

the monitoring of amounts returned to players of the Games (both overpayments and underpayments) as required by the applicable Licensing Codes.

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Loss	any and all claims, liabilities, losses, damages, costs and expenses (including legal expenses) and Losses will be construed accordingly.
Maintenance Services	as defined in clause 4.1.
Manx Law	all applicable laws, statutes, regulations and codes from time to time in force in the Isle of Man.
Month	a calendar month.
Monthly Revenue Share Fee	as defined in the Summary of Terms.
Operator's Licence	the gaming licence owned by the Operator pursuant to which it offers the Games to End Users on the Websites.
Operator Requirements	any access, systems, uptime, actions, duties or obligations which are required from the Operator to enable the Supplier to perform its obligations under this Agreement. Such Operator Requirements will include, but not be limited to, the obligations specified in clause 8.5.
Personal Data	as defined in the General Data Protection Regulation (EU 2016/679).
Platform	the platform as specified by the Supplier in writing from time to time, in each case, on which Games may be accessed by the Operator for provision to End Users via the Websites.
Restricted Territories	the restricted territories from time to time which are comprised by the list contained in Schedule 2 and such additional restricted territories as may apply to any specific Games as cited under Schedule 3 and Restricted Territory will mean any one of them (as applicable).
RTP	return-to-player.
Services	the Maintenance Services.
Slot Game	those games set out at Schedule 3, together with such further games as the Supplier may supply to the Operator under and in accordance with the terms of this Agreement from time to time.
Subsidiary	as defined in section 1159 CA 2006.
Summary of Terms	the summary of terms sheet appended to the front of these terms and conditions.
Term	as defined in the Summary of Terms.
Third Party Supplier	any person who licenses or otherwise provides the Games or any part of the Games to the Supplier.

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Trade Marks

any registered or unregistered trade mark of the Supplier or any member of its Group.

Websites

the Operator's branded internet and mobile gaming channels on those websites listed at Schedule 4 and/or such other websites as agreed by the Supplier in writing from time to time, in each case, on which Games may be provided to End Users pursuant to the Operator's Licence.

2. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.
3. References to clauses and the Schedules are to the clauses and the Schedules of this Agreement and references to paragraphs are to paragraphs of the Schedules.
4. This Agreement will be binding on, and enure to the benefit of, the parties to this Agreement and their respective personal representatives, successors and permitted assigns, and references to any party will include that party's personal representatives, successors and permitted assigns.
5. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
6. A reference to a statute or statutory provision will include all subordinate legislation made from time to time.
7. A reference to **writing** or **written** includes email.
8. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
9. Any reference to an Isle of Man legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing will, in respect of any jurisdiction other than the Isle of Man, be deemed to include a reference to that which most nearly approximates to the Isle of Man legal term in that jurisdiction.
10. Words importing the singular will include the plural and vice versa.

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Schedule 2 Restricted Territories

List A – Blacklisted Territories

Jurisdictions where the Operator must not allow access to End Users to any Game(s), under any circumstance:

- | | | |
|-------------------|-----------------|--------------------------|
| 1. Albania | 12. Israel | 23. Senegal |
| 2. Australia | 13. Jamaica | 24. Singapore |
| 3. Barbados | 14. Jordan | 25. South Sudan |
| 4. Bulgaria | 15. Mali | 26. Syria |
| 5. Burkina Faso | 16. Morocco | 27. Turkey |
| 6. Cambodia | 17. Myanmar | 28. Taiwan |
| 7. Cayman Islands | 18. Nicaragua | 29. Tunisia |
| 8. Haiti | 19. North Korea | 30. Uganda |
| 9. Hong Kong | 20. Pakistan | 31. United Arab Emirates |
| 10. Iran | 21. Panama | 32. Yemen |
| 11. Iraq | 22. Philippines | |

List B – Regulated Territories

Jurisdictions where the Operator must not offer any Game(s) to End Users for real money **unless**:

- A. The Operator holds a local remote gaming licence for the applicable game type from the competent Gambling Authority of the specific jurisdiction and which has been furnished to the Supplier and approved by the Supplier; and
- B. The Supplier and the Operator have agreed, in writing, that the Operator will make available the Game(s) in that specific jurisdiction.
- C. In the event that a specific jurisdiction should be divided into multiple states or regions, the Operator shall only be permitted to offer the Game(s) for real money in such state or region as the Operator's local remote gaming license specifically permits.

- | | | |
|-------------------|-----------------|------------------------------|
| 1. Belgium | 10. Greece | 19. Spain |
| 2. Bahamas | 11. Italy | 20. Sweden |
| 3. Colombia | 12. Latvia | 21. Switzerland |
| 4. Croatia | 13. Lithuania | 22. Ukraine |
| 5. Czech Republic | 14. Mexico | 23. United Kingdom |
| 6. Denmark | 15. Netherlands | 24. United States of America |
| 7. Estonia | 16. Ontario | |
| 8. France | 17. Portugal | |
| 9. Germany | 18. Romania | |

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List C – Game-Specific Restrictions

N/A

The parties acknowledge and agree that the list of Restricted Territories may be amended or adjusted from time to time by the Supplier in its sole discretion upon thirty (30) days' written notice to the Operator or less where such shorter notice period is required due to changes in Applicable Law or restrictions by Third Party Suppliers.

Schedule 3 Games

The Supplier will, subject to the terms of this Agreement, deliver to the Operator the following Games:

Number	Game Name	Game Type
1	Pearly Shores	Slot Game
2	Hot Harvest	Slot Game
3	Blazing Touch	Slot Game
4	Heavy Anchor	Slot Game
5	Disco Dive	Slot Game
6	Twice as Nice	Slot Game
7	Salmon King	Slot Game
8	Aztec Ancients	Slot Game
9	Mr Piggles	Slot Game
10	Spirit Blast	Slot Game
11	Blarneys Gold	Slot Game
12	Mutant Potatoes	Slot Game
13	Panda Bills	Slot Game
14	Lollicat	Slot Game
15	Cash Strike	Slot Game
16	Zeus Smash	Slot Game
17	Caishen's Temple of Gold	Slot Game
18	Gemstone Guardians	Slot Game
19	Bullet Bonanza	Slot Game
20	Mole Smash	Slot Game

21	Star Kingdom	Slot Games
22	Gold Chain	Slot Game
23	Sweet Smash	Slot Game
24	Super Sundae	Slot Game
25	Sheep King	Slot Game
26	Bass Smash	Slot Game
27	Walrus King	Slot Game
28	Rune Raiders	Slot Game
29	Flaming Frenzy	Slot Game
30	Bounty Smash	Slot Game
31	Happy Honey	Slot Game
32	Eggspontential	Slot Game
33	Caishen Smash	Slot Game
34	Boom the Buffoon	Slot Game
35	Christmas Crumble	Slot Game
36	Santa Smash	Slot Game
37	Royal Rabbit	Slot Game
38	Wilfred's Wheel	Slot Game
39	Buffalo Smash	Slot Game
40	Teddy's Quest	Slot Game
41	Eternal Clash	Slot Game

The Games listed in this Schedule are available as of 2nd February 2024. Games released after the this date will be made available to the Operator during the Term of this Agreement and will be considered a Game for the purposes of this Agreement.

Schedule 4

Approved Websites

As at the Commencement Date, the Operator may make the Games available on the following Websites:

- www.lyracasino.com
- www.heycasino.com
- www.moicasino.com
- www.yaacasino.com
- www.happyspins.com
- www.quickslot.com
- www.reddice.com
- www.slotparadise.com
- www.cryptowilds.io
- www.happyslots.com
- www.prontobet.com

Schedule
Data Processing Agreement

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