



GAMING SERVICES AGREEMENT

This Gaming Service agreement (hereinafter referred to as the “**Agreement**”) is entered into on the “**22.05.2024**” (defined below).

BETWEEN: **ALEA OVERSEAS N.V.**, a private limited liability company incorporated under the laws of Curaçao with registration number 131334 and having its registered office situated at Groot Kwartierweg 10, Livestrong Building, Curaçao;

hereinafter referred to as “**Alea**”,

AND : **SOFTGENIUS, N.V.** private company incorporated under the laws of **Curaçao** with registration number **161182** and having its registered office situated at **ZUIKERTUINJEWEG Z/N (ZURKEITUIN TOWER), WILLEMSTAD, CURACAO;**

hereinafter referred to as “**the Operator**”,

Hereinafter, Alea and the Operator are individually qualified as a “**Party**” or jointly qualified as “**Parties**”.

WHEREAS

- Alea provides services to the remote gambling industry including, without limitation, the licensing of a gaming gateway software and the (sub-)licensing of third-party developed games to B2C online gambling operators.
- The Operator is in the business of operating B2C online casino web sites and wishes to utilise the gaming software licensed by Alea to offer the games to its End-Users (defined below).
- This Agreement grants, under the terms further set out below, a license to the Operator to use the Licensed Software (defined below) for the purposes of its Business Activity (defined below) and to make the Licensed Games available to End-Users through the Web Site(s) (defined below).

NOW, THEREFORE, AND IN CONSIDERATION OF THE MUTUAL COVENANTS EXPRESSED HEREIN, THE PARTIES HEREBY AGREE THE FOLLOWING TERMS:

1 Definitions

1.1 In this Agreement, all capitalised terms shall have the meaning ascribed to them in the provision in which the term first appears. Additionally, the following terms, shall have the following meanings, unless otherwise expressly stated.

Bonus Allowance	The Bonus Allowance is the maximum amount of bonus money attributed to End-Users, which the Operator is allowed to deduct from the Gross Gaming Revenue, as capped in the Term Sheet in Schedule 4. If applicable, the Bonus Allowance is defined for each specific Games Package listed in the Term Sheet in Schedule 4.
Business activity	Operator’s activity consisting in offering the Licensed Games to End-Users on the Web Sites during the term of this Agreement.
Effective Date	The date on which the agreement becomes signed by both Parties.
End-User(s)	Customer(s) using the Licensed Games on the Operator’s Web Site(s).



Games Package	Licensed Games portfolio from a specific Gaming Provider selected by the Operator, provided to the Operator by Alea through the Gaming Gateway under the terms of this Agreement and subject to the prior approval by the relevant Gaming Provider. The terms applicable to each Games Package are further detailed in the Term Sheet in Schedule 4.
Games Package Addenda	Additional terms and conditions of use applicable to the Licensed Games from certain specific Gaming Providers, imposed by such Gaming Providers to Alea and passed through by Alea to the Operator.
Gaming Gateway	Software interface operated by Alea and licensed to the Operator pursuant to this Agreement. Both the Gaming Gateway and the Licensed Games constitute the Licensed Software.
Gaming Provider(s)	Third-party software providers whose games are sub-licensed by Alea and provided through the Gaming Gateway.
Go-Live Date	The Go-Live Date is the date when the Licensed Games first become available to End-Users on the Web Site(s), as specified in Article 5.1.
Gross Gaming Revenue	The Gross Gaming Revenue is the total amount of all bets wagered minus the total amount of wins made by End-Users using the Licensed Games on the Web Sites.
Licensed Games	Gaming software (including any live games and/or platform) developed by Gaming Providers, provided to the Operator through the use of the Gaming Gateway and offered to End-Users on the Operator's Web Site(s). The Licensed Games are grouped in Games Packages per Gaming Provider selected by the Operator. The exact list of Licensed Games included in each Game Package is notified by the Gaming Provider, through Alea, in the games release roadmap (where available) and shared by Alea with the Operator through the API. Together with the Gaming Gateway, the Licensed Games constitute the Licensed Software.
Licensed Software	Software licensed to the Operator under this Agreement, which includes the Gaming Gateway and the Licensed Games. The former being owned by Alea and the latter by the Game Provider.
Net Gaming Revenue	The Net Gaming Revenue is the amount of Gross Gaming Revenue minus the actual bonus usage, capped at the Bonus Allowance, defined in Schedule 4. The Net Gaming Revenue cannot be a negative figure. Negative revenues cannot be carried over and/or set-off against other payments of whatever nature.
Services	Services provided by Alea to the Operator under this Agreement. The Services include the licensing, use, initial set-up, testing, and maintenance of the Gaming Gateway and the sub-licensing and use of the Licensed Games thereon. Additional services may be available upon request.
Supervisory Authorities	Relevant authorities in any jurisdiction in charge of the regulation, supervision, licensing or any other public mission in relation to the Business Activity and/or to the business activity of Alea.
Restricted Territories	Any jurisdiction, country, state, province, region or other political or territorial subdivision in which the Business Activity shall not be carried out and/or where the use, offering to End-Users, development, distribution, offering for sale, selling, advertising, promotion and/or any other exploitation of the Licensed Software is prohibited by law, regulations or policies. It is the Operator's sole responsibility to assess whether the operation of its Business Activity is legal in a specific territory. The lists of



	Restricted Territories in Schedule 5 and, as the case may be, in the specific Games Package Addenda are purely indicative.
Web Site(s)	Online gaming web site(s) managed by the Operator and approved by Alea through which the Operator utilises the Licensed Games. The authorised Web Site(s) are further identified in Schedule 1.

1.2 Unless otherwise specified: (i) any reference to a legal or regulatory provision made under this Agreement shall be deemed a reference to such legal or regulatory provision as amended, modified and/or re-enacted by competent authorities (including Supervisory Authorities), from time to time, and to any subordinate legislation made under such legal or regulatory provision, even if the amendment, modification or re-enactment occurred after the Effective Date; (ii) references to Articles, Schedules, Addenda and/or Parties are to Articles, Schedules, Addenda and/or Parties to this Agreement, respectively; (iii) any reference to a document of this Agreement in whole or in part, is a reference to such document as from time to time supplemented, modified or amended; (iv) the singular includes the plural and vice versa, and the masculine includes the feminine and the neutral genders and vice versa; (v) a person includes natural persons, firms, partnerships, companies, corporations, associations, organizations, governments, states, governmental or state agencies, foundations and trusts (in each case whether or not having separate legal personality); and (vi) writing excludes, email, SMS and similar means of communication (except where expressly stated otherwise).

1.3 In this Agreement, any phrase introduced by the words "include", "including", "includes", "without limitation" and such as are to be construed as illustrative and shall not limit the sense of the words preceding those words. The Schedules form an integral part of this Agreement. The headings used in this Agreement are for convenience only and shall not be interpreted as having any legal or other meaning.

2 Agreement documents

2.1 This Agreement consists of:

- (i) The Gaming Services Agreement
- (ii) Schedule 1 – Authorised Web Sites
- (iii) Schedule 2 – Fee structure and Marketing requirements
- (iv) Schedule 3 – Confidentiality
- (v) Schedule 4A – Casino Result Calculation
- (vi) Schedule 4B – Licenced Games Term Sheet
- (vii) Schedule 4C - Specific Game Provider Terms
- (viii) *Schedule 4C: Annex EV1 – Evolution Branded Games Terms*
- (ix) *Schedule 4C: Annex EV2 – RNG Games Terms*
- (x) *Schedule 4C: Annex PT1 – Playtech Progressive Jackpot Terms*
- (xi) *Schedule 4C: Annex PT2 – Playtech Live Game Management*
- (xii) *Schedule 4C: Annex PT3 – Playtech End User T&Cs*
- (xiii) Schedule 5 – Restricted Jurisdictions List
- (xiv) Schedule 6 – Service Levels
- (xv) Games Package Addenda (where applicable)



2.2 In case of discrepancy between the documents referred to above, the Games Package Addenda shall prevail over the main Gaming Services Agreement, which shall prevail over the other Schedules. Notwithstanding the generality of the foregoing, the jurisdiction specific limitations deriving from the Games Package Addenda and the restrictions contained in Schedule 5 are combined and there shall be no precedence of one over the other.

2.3 This Agreement, the Schedules and any Addenda thereto constitute the entire Agreement between the Parties on all issues to which the Agreement relates. The contents of this Agreement, Schedules and Addenda (as the case may be) supersede all previous written or oral commitments and undertakings. Amendments to this Agreement shall be agreed in writing and signed by both Parties.

3 Licence and Services

3.1 Alea hereby grants to the Operator a worldwide, non-exclusive, limited, non-licensable, non-assignable, non-transferable, terminable license over the Licensed Software to be used by the Operator solely on the Web Site(s) for the Term (defined below) and in accordance with the provisions set out in this Agreement.

3.2 The Operator expressly agrees and understands that the license over the Licensed Software is granted solely for the use of the Licensed Games, as part of its Business Activity, on such Web Site(s) which Alea has expressly approved in writing in Schedule 1 or in any amendment or addendum thereto.

3.3 The Operator agrees and accepts that Alea shall have the right, at any time during the Term, to request any documentation in relation to the Operator, the Web Site(s) or the Business Activity as Alea, may, at its absolute discretion, determine. The Operator further expressly agrees that Alea may share any information contained in such documentation with the Gaming Providers.

3.4 Alea will provide the Licensed Software to the Operator:

- (i) With reasonable skill, care and expertise; and
- (ii) In compliance with the provisions outlined in the Agreement.

3.5 Alea grants no rights to the Operator other than those expressly specified in this Agreement. In particular, no rights of ownership or any rights other than the right to use the Licensed Software as specified in this Agreement are granted.

3.6 The Operator hereby acknowledges and agrees that Alea owns solely and exclusively, or is duly licensed to use, any and all right, title and interest in and to the Licensed Software and any updates thereof, including any other modification, enhancement, adaptation, translation or other change of, or addition to such software, even if developed by Alea (or any third-party on its behalf) based on ideas, suggestions, specifications, demands or proposals by the Operator. The Operator irrevocably assigns to Alea all right, title, and interest in so far as they relate to the Licensed Software.

3.7 The Operator acknowledges and accepts that the Licensed Software has not been developed to meet the individual requirements of the Operator or End-Users.

3.8 The Operator understands and agrees that the Licensed Games are subject to third-party licensing.

3.9 The Licensed Games will include casino standard games, casino branded/premium games, jackpot casino games and third party developed games as offered by the Gaming Provider to Alea and shared by Alea through the API. Notwithstanding anything to the contrary, Licensed Games lists are purely indicative, and their completeness, accuracy and currency are by no means warranted. The Games Packages are evolutive and subject to changes imposed by the relevant Gaming Providers, which may



occur without any obligation of prior notice. The Operator understands that not all Licensed Games provided under this Agreement may be available in all territories, languages and/or currencies which may be updated by the Gaming Provider from time to time.

3.10 Added Licensed Games shall be subject to the terms of the Agreement as if such Licensed Games had been set out herein on the Effective Date.

3.11 Alea is entitled at its discretion to cease to make available any of the Licensed Games on providing fifteen (15) days prior notice to the Operator. Notwithstanding the foregoing, Alea will not be obliged to give any notice where Alea is required by a Gaming Provider to cease making any or all Licensed Game(s) available to the Operator. In such a case, Alea will not be considered to be in breach of its obligations and will incur no liability towards the Operator. Alea shall be entitled to immediately cease availability of any of the Licensed Games without notice if the Operator has breached any clause under this Agreement.

3.12 Nothing contained in this Agreement shall entitle the Operator to seek damages or compensation as a result of any modification, removal or change in the services offered, including the Licensed Software.

3.13 In addition, certain specific games, such as, for example, third party developed games from certain Gaming Providers, may require a separate approval from the Gaming Provider, passed through by Alea and will be subject to additional terms and conditions in the form of Games Package Addenda, to be agreed separately by the Parties.

3.14 The Operator expressly agrees to be bound by the provisions arising from Alea's agreements with third-party licensors, especially Gaming Providers, and relating to the use of the Licensed Games, as communicated by Alea to the Operator from time to time and/or contained in the Games Package Addenda, where applicable.

4 Support and Maintenance

4.1 Alea shall provide customer service and support to the Operator in relation to the Licensed Software as further detailed in Schedule 6.

4.2 The Operator remains solely responsible for making available and providing its third-party contractual partners, including without limitation, Intermediaries and/or End-Users with the adequate support with respect to the use of the Licensed Software on the Operator's Web Site(s). The Operator's support desk shall be staffed with experienced personnel who are familiar with the Licensed Software. Alea does not provide support directly to the Operator's third-party contractual partners, including without limitation, Intermediaries or End-Users.

4.3 Alea reserves the right to modify its support services, from time to time, at its sole discretion, after twenty (20) days prior notice to the Operator or upon any such notice it receives from the relevant Gaming Provider in relation to a Games Package.

4.4 A hosting and high-performance/speed broadband connection is required for the proper operation and maintenance of the Licensed Software and will be supplied by the Operator.

4.5 During the Term of this Agreement, Alea shall pass on to the Operator any and all modifications, updates, upgrades and enhancements of the Licensed Games as may be provided by the Gaming Provider to Alea, with reasonable notice (where possible) in order to allow the Operator to carry out all activities required to avoid any service disruption to the End-Users. All the modifications, updates and upgrades shall be considered part of the Licensed Software. In the event that Alea provides the Operator with such modifications, updates and upgrades, the Operator undertakes to promptly take and perform all actions required in order to successfully launch and support such changes.



4.6 The Operator acknowledges and agrees that Gaming Providers, from time to time, may update, modify and/or upgrade the Licensed Games in their Games Package and/or any part thereof. In such case, the rendering of access to the Licensed Games or any part thereof may be suspended by the Gaming Provider and the Operator shall have no claims and/or demands whatsoever with respect thereto. In addition, in the event that a Gaming Provider suspects fraud and/or money laundering, including sharing data and details about individuals, bank accounts, credit cards and other relevant information, such Gaming Provider may, but is not obligated to, freeze End-Users' requests pending investigation and take any and all further actions, including, without limitation, refusing End-Users' requests, restricting access to End-Users, and forfeiture or recovery of funds, without incurring any liability towards the Operator, any End-Users, Alea and/or any third party. In the event that notwithstanding the foregoing, the Operator shall for any reason be found liable with respect to any of the foregoing actions, the Operator shall promptly indemnify Alea and the Gaming Provider, through Alea, for all expenses, losses and liabilities incurred by it in connection with the foregoing.

5 Integration and acceptance testing

5.1 The Go-Live Date depends on the successful integration and acceptance testing of the Licensed Software by the Operator and shall not be later than two (2) months as from the Effective Date.

5.2 Both Parties will use their best efforts to cooperate during the integration and testing process, as described in Alea's Integration Manual, available on Alea's website at <https://docs.aleaplay.com/>.

5.3 The Operator will integrate the Licensed Software tightly into the Web Site(s), using full functionality of the available APIs, such that it will appear as an integral part of the Web Site(s) to the End-Users. The Operator is responsible to ensure that the integration of the Licensed Software is conducted in accordance with the integration manual. The Operator acknowledges Alea's right to update APIs and agrees to promptly comply with updated APIs.

6 Operator's obligations

6.1 The Operator agrees to:

- (i) Strictly comply with all the provisions of the Agreement, especially including, but not limited to, the provisions applicable to advertising, territorial restrictions (Schedule 5 and the Games Package Addenda, where applicable), legal and regulatory requirements;
- (ii) Exercise its rights and perform its obligations under the Agreement in accordance with any and all applicable laws, regulatory requirements and policies of all relevant jurisdictions in which it carries out the Business Activity;
- (iii) Hold, maintain and comply with all the necessary licences, certificates, authorisations and consents required under the laws of all relevant jurisdictions for the conduct of its Business Activity;
- (iv) Offer, integrate, advertise, promote and make the Licensed Games available to End-Users;
- (v) Ensure that the Licensed Games are not made available in any Restricted Territory and that no real money bet is accepted on the Web Sites(s) from any End-User:
 - (a) 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;
 - (b) who is domiciled within any of the Restricted Territories or any territory in which it is contrary to any applicable law to take such bets; or
 - (c) who is otherwise restricted;
- (vi) Ensure the protection of young and vulnerable people in accordance with all applicable laws on the Web Site(s);



- (vii) Prevent, through suitable systems and procedures, any use of the Licensed Software by End-Users located within any of the Restricted Territories or more generally any use that would be in breach of any applicable legal, regulatory or contractual condition;
- (viii) Ensure that any operational database will be physically based on operational servers outside the Restricted Territories;
- (ix) Ensure that transactions will be generated from sources based outside the Restricted Territories; and
- (x) Refrain itself and prevent third-parties from engaging in any illegal or unethical business practices, including but not limited to money laundering activities, financing of terrorism, fraud, theft of player database, etc.;
- (xi) Have in place suitable systems and procedures to prevent fraud, money laundering or financing of terrorism related directly or indirectly to the Licensed Software;
- (xii) Update the due diligence documentation provided to Alea and communicate to Alea any changes in the control of the Operator within twenty (20) days from the occurrence of such change. Alea may request the Operator to present to it additional due diligence documentation, from time to time. In such case, the Operator undertakes to provide Alea with such documentation within five (5) days of receiving such request. The failure to present Alea with the requested documentation may result in the suspension or termination of this Agreement by Alea or the suspension or termination of the provision of any Games Package, without prejudice to any other right that Alea may have in terms of this Agreement and in terms of the law;
- (xiii) At all times, make any applicable game rules and other terms and conditions available to End-Users in a clear, visible and comprehensible manner.
- (xiv) On the Web Site(s), adopt and display terms of use which shall regulate its relationship with each End-User with respect to the Licensed Software (the "**EULA**"):
 - A) The EULA shall exclude the Gaming Provider's, Alea's and their associates, affiliates, parents and subsidiary corporations from all liabilities related to the End-User's use of the Licensed Software. End-Users acknowledge and agree that their sole recourse in relation to any complaint, dispute or claim related in any manner to the Web Site(s) (including any live casino Games and/or platform) is to the Reseller alone, as applicable.
 - B) The Operator shall ensure that an End-User has the right to reject the EULA, whereby such End-User shall not be permitted to use the Licensed Software at any time and shall be completely blocked by the Operator from such use.
 - C) The Operator shall also ensure that the EULA complies with the material requirements, if any, of the jurisdiction(s) which has/have issued the Operator's online gaming license(s).
 - D) Ensure that there are no restrictions or limitations on third party rights and/or enforcement contained in its EULA that might adversely affect a Game Provider's right to enforcement against an End-User.
- (xv) If it becomes apparent that an End-User is located in any Restricted Territory, or if the Operator becomes aware of any suspected access by an End-User from a Restricted Territory or a potential access or potential breach in connection with the Restricted Territory, the Operator undertakes to immediately notify Alea, of the same, by telephone and in writing, with all known identification, transaction and technical details. In such event, or if Alea becomes aware of the same and has notified the Operator thereof, the Operator shall immediately suspend such End-Users account and freeze the funds therein all in accordance with the applicable laws. The Operator shall inform Alea, of said suspension and update Alea, on an on-going basis of all related actions taken in respect of the matter, including without limitation, all action taken in order to verify the actual location of the End-User and measures implemented to prevent reoccurrence of such access.



6.2 Without prejudice to any of the above, the Operator will not, and ensures that any Intermediary (defined below in Article 6.3) or End-User will not:

- (i) Copy, modify, distribute, redistribute, sell, lease, assign, transfer, trade, rent, sub-license or publish the Licensed Software, whether in full or in part, to any third-party; or
- (ii) Download or make any copies of the Licensed Software; or
- (iii) Disassemble, reverse engineer, decompile or attempt or allow any other person to disassemble, reverse engineer or decompile any copies of the Licensed Software, whether in part or in full or use the Licensed Software to design software with similar or competitive functionality; or generally
- (iv) Use the Licensed Software for any purpose except in the course of the Business Activity and/or use the Licensed Software in any manner which could be reasonably deemed to be detrimental to Alea or a Gaming Provider.

6.3 Alea agrees that the Operator may enter into agreements with third-parties which shall act as intermediaries, white-labels or skins (hereinafter the “**Intermediary**”) of the Operator if expressly authorised in writing by Alea. The Operator agrees and accepts that Alea shall have the right to request any documentation on the said Intermediary as Alea, may, at its absolute discretion, determine. Alea undertakes best endeavours to reply to a written request by the Operator for authorisation of an Intermediary in no more than twenty (20) days. In relation to the Licensed Software, the Operator agrees to cooperate only with Intermediaries with a proven track record. The Operator will impose on any Intermediary all applicable restrictions and obligations deriving from this Agreement.

7 Legal and regulatory requirements

7.1 The Parties acknowledge and agree that the upholding of the software gaming licenses is of utmost importance for Alea and the Gaming Providers respectively, and for the provision of the Services hereunder. In addition, Alea and the Gaming Providers are highly dependent on trust from their customers and value their reputation in the market. Further, Alea and the Gaming Providers are subject to regulatory requirements from Supervisory Authorities. The Operator shall therefore adhere to certain principles and requirements are set out below:

7.2 The Operator shall not engage in any act or omission which will adversely affect Alea’s and/or the Gaming Providers’ reputation and or their compliance with law or regulatory requirements, irrespective of whether in relation to this Agreement, any gaming license or otherwise.

7.3 The Operator shall at all times hold a current valid gaming license in the jurisdiction where the Operator conducts its Business Activity. The Operator shall perform its obligations hereunder in accordance with regulatory requirements and applicable laws. In case of changes to the regulatory requirements or applicable laws applying to Alea and/or the Gaming Providers (with regard to the gaming license or otherwise) after the Effective Date, the Services and/or marketing requirements (detailed in Schedule 2) shall be changed accordingly. The Operator will not be entitled to compensation for any change resulting out of a change of regulatory requirement or change of applicable law.

7.4 The Parties will ensure their own compliance with applicable laws and regulatory requirements in performing their obligations under this Agreement. The Operator acknowledges that it may itself become directly subject to regulatory requirements or other legal requirements in other jurisdictions than where it is incorporated. In such cases, the Operator will obtain all relevant approvals or authorisations (if any) from the relevant Supervisory Authorities without any cost implications for Alea and/or the Gaming Providers.

7.5 Alea has no obligation to notify the Operator if Alea becomes aware of changes in regulatory requirements, which the Operator is directly subject to and which affect the Business Activity.



7.6 The Operator shall deal with all Supervisory Authorities or other public authorities in an open and cooperative fashion, whether or not such authorities are supervising the Operator, Alea or a Gaming Provider, and whether or not such authorities are based in another jurisdiction than the Operator. All requests or enquiries from Supervisory Authorities regarding the Services or otherwise directly or indirectly related to Alea's and/or the Gaming Providers' business shall be directed to Alea without any undue delay. All information sent and contact made by the Operator to Supervisory Authorities, in relation to the Agreement and/or the Services, shall be approved by Alea in advance.

7.7 For the avoidance of doubt, non-compliance by the Operator with the provisions set out in this Article 7 shall constitute a breach of the Operator's obligations under this Agreement.

8 Fees

8.1 **Platform Fee** - The Platform Fee is expressly waived.

8.2 **Licensed Games Fee** - For the use of the Licensed Games, the Operator shall pay to Alea a fixed percentage of the Casino Result (defined under Schedule 4A). The percentage varies depending on the type of Licensed Game within the Games Package and on the Gaming Provider selected, as specified in the Term Sheet in Schedule 4B and in the Games Package Addenda, as the case may be.

8.3 **Revision** – The Operator agrees and accepts that Alea has the right, at its sole discretion to revise the applicable Fees, from time to time, by giving thirty (30) days prior written notice to the Operator. In such case, the Operator shall have the option to terminate this Agreement by giving written notice to this effect to Alea within thirty (30) days of receiving written notification from Alea.

8.4 **Invoicing and payment** – Alea shall invoice the Operator the Fees on a monthly basis. The Operator agrees to pay the invoices within twenty (20) days of the receipt of the invoice. All payments under this Agreement are to be made in EUR.

8.5 **Payment default** – Should the Operator fail to make any payment in full of any amounts due under this Agreement on their due date, then, without limiting any of Alea's other rights and remedies available under applicable law or this Agreement, Alea may immediately and without giving any notice to the Operator, suspend the rights and Services granted to the Operator and/ or terminate this Agreement, without any liability on its part. In addition, a late payment interest at the higher of either (i) a rate of two percent (2%) per annum or (ii) the highest rate permitted by applicable law, shall be charged on all amounts due and outstanding, accruing on a daily basis from the due date until the date of actual full and complete payment, whether before or after judgment, and compounded monthly.

8.6 **Audit** – Alea and/or any Gaming Provider may, at any time during the License Term, on reasonable notice to the Operator:

a. Inspection

1. Inspect, either in person or by means of remote access, the Operator's Web Site, or any other online facilities on which the Licensed Software is installed, or which Alea reasonably believes it might be installed; in connection herewith, the Operator undertakes to ensure that Alea and/or the relevant Gaming Provider shall have remote access to conduct its inspections, as reasonably required by Alea and/or the Gaming Provider; and

2. Inspect and audit the Operator's books, accounting records, facilities or procedures in order to verify that the Operator's use of the Licensed Software is in accordance with this Agreement and that reports, and payments have been made in compliance with the provisions of this Agreement.

For the purposes of this Article 8.6, it is expressly agreed and understood between that any inspection and auditing rights of a given Gaming Provider shall be limited to such facilities, documents and records relating to the Licensed Games of the Gaming Provider conducting the audit or inspection.



b. Costs

Any such inspection or audit shall be at the cost of Alea and/or the relevant Gaming Provider. However, should Alea and/or a Gaming Provider thereby discover any errors, omissions or other non-compliance with the provisions of this Agreement by the Operator and detrimental to Alea and/or the Gaming Provider, then, without prejudice to any other rights which Alea and/or the Gaming Provider, through Alea, may have in respect of such errors, omissions or non-compliances, the Operator agrees to cover the costs of the audit or inspection and to immediately pay to Alea the relevant outstanding Fees.

8.7 If the Operator's obligation to pay the Commission Fee specified in Article **Error! Reference source not found.** below arises, the Operator shall provide Alea with access to its back-office data related to the use of the Licensed Games in order to credibly verify the amount Commission Fee to be paid.

8.8 Without prejudice to any other provision of this Agreement, it is expressly agreed and understood between the Parties that the provisions in Articles 8.7 and 8.8 shall survive the termination of this Agreement for the remainder of the Protected Term before the termination occurred, unless such termination was justified by a breach of Alea's obligations under this Agreement.

9 Liability and warranties

9.1 The Operator will be held directly liable for any of its acts or omissions performed under and/or in breach of this Agreement, including any acts or omissions by any of its Intermediaries or End-Users in breach of this Agreement.

9.2 The Operator shall be solely and exclusively liable and responsible for any End-User complaint and/or dispute, howsoever arising and shall defend and indemnify Alea and/or Game Providers from and against any and all claims brought against Alea and/or Game Providers by End-Users related in any manner to the Operator's Business Activity and offer of online gaming services (including any live casino Games and/or platform) to such End-Users.

9.3 The Operator is exclusively responsible for all activities, liabilities and costs relating to the Business Activity. The Operator is responsible for the day-to-day operational activities relating to the Business Activity, including but not limited to, marketing, customer support, player identification, AML and fraud screening, payment management, etc. It is understood that the Operator is solely responsible for setting up a payment solution enabling the transfer of funds and data via the Licensed Software and is thereby also solely responsible for any and all payments to End-Users.

9.4 Notwithstanding the generality of the above, the Operator agrees and understands that he is in particular responsible for any use of the Licensed Software, including without limitation:

- a. any costs, obligations and liabilities associated with the use and distribution of the Licensed Games to End-Users;
- b. any monies payable to or receivable from any End-User in respect of that End-User's utilisation of the Licensed Games;
- c. any fault, error or malfunction in the Licensed Software (or any part thereof) caused by or attributable to any failure or error in any hardware or software of the Operator or any Intermediary, 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).
- d. any term or condition in any agreement between the Operator and/or an Intermediary and/or an End-User inconsistent with the Agreement;
- e. any claim brought against Alea and/or the Gaming Provider by any End-User, Intermediary, Supervisory Authority or other third-party, save for where directly caused by Alea's breach of the Agreement.



9.5 The Operator agrees to defend, hold harmless, and indemnify Alea from and against all claims, costs, damages and liabilities, arising from the performance or related to a breach of this Agreement.

9.6 The Operator further acknowledges and agrees that:

a. Alea does not warrant that the Licensed Software will be uninterrupted or error-free or will be protected against viruses or any network intrusion or security breach;

b. The Licensed Software is provided on an "AS IS" basis, without any warranty of any kind including, without limitation, any implied warranty of merchantability or fitness for a particular purpose or any warranty of any results of use, quality, effectiveness, completeness and/or accuracy;

c. Notwithstanding anything to the contrary in this Agreement, Alea will not be liable for any defect to the extent it results from any of these points:

- Use of the Licensed Software otherwise than in accordance with the Agreement, instructions, and/or any contractual restrictions,
- Modification, customisation, implementation, installation, alteration or enhancement of the Licensed Software not explicitly authorised in writing and in advance by Alea;
- Failure of electric power or environmental control systems, or
- Failure of hardware or software not supplied by Alea.

9.7 Alea will have no liability to the extent the failures are caused or contributed to by the Operator's breach or failure to comply with the Agreement.

9.8 The Operator understands that the Licensed Software is subject to third-party licensing from the Gaming Providers. Any and all representations or warranties relating to intellectual property right infringements and/or errors or malfunctions in the Licensed Software are subject to Alea's agreements with the relevant Gaming Providers. The Operator shall agree to all warranties required by the Gaming Providers in relation to the Licensed Games. Notwithstanding the foregoing, the Operator acknowledges and agrees that it has no right of action against any Gaming Provider and any action it may wish to bring in relation to the Licensed Games shall be through Alea as its contracting counterparty.

9.9 The Operator shall co-operate with Alea and the Gaming Providers in all matters relating to the Licensed Software and provide all reasonably required data and access (including where required for a Gaming Provider to fulfil its legal and regulatory obligations).

9.10 Alea warrants that:

(i) It is the proprietor of all rights, licenses, authorisations, and permits to license, market, promote, advertise, use and offer the Licensed Software worldwide, except for the Restricted Jurisdictions;

(ii) It has the right to license the Licensed Software to the Operator in accordance with this Agreement.

(iii) To Alea's best knowledge, the Licensed Software does not infringe the copyright or trademark of any third-party;

(iv) If a claim is being made against the Operator that the intellectual property rights in relation to the Licensed Software have been breached, provided that the Operator promptly notified Alea in writing of such claim and collaborated with Alea throughout the process, Alea – at its sole option and expense – shall have to:

1. Use its best efforts to procure for the Operator the right to continue using the Licensed Software,



2. Request the relevant Gaming Providers to modify the Licensed Software so that it becomes non-infringing, or
3. Use its best efforts to procure a replacement product that has substantially the same functionality.

9.11 Except as provided in Article 10 hereunder (**Erroneous Winnings**), in the event of any breach of Alea's obligations under this Agreement (whether by reason of defects or otherwise) the Operator's sole remedy and Alea's only obligation and liability to the Operator will be for Alea to replace or repair, or, as the case may be, request the Gaming Provider to replace or repair, the Licensed Games in question.

9.12 Save as set out in this Agreement, all other 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 by Alea towards the Operator, End-Users, Intermediaries and/or any other person claiming through or on behalf of the Operator. THE WARRANTIES PROVIDED BY ALEA AS SET FORTH IN THIS ARTICLE 9 ARE THE SOLE AND EXCLUSIVE WARRANTIES PERTAINING TO THE LICENSED SOFTWARE AND RIGHTS LICENSED HEREUNDER AND NO OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE GRANTED BY ALEA.

10 Erroneous Winnings and Big Win Notification process

10.1 For the purposes of this Article 10, "**Erroneous Winning(s)**" means a payment to an End-User of winnings as a result of a malfunction of a Licensed Game, and solely to the extent determined in accordance with the "**Big Win Notification process**" (as defined below).

10.2 "**Big Win**" means a winning, award, credit or any other advantage notified to an End-User resulting from the use of a Licensed Game which either exceeds the amount of ten thousand euros (10.000 EUR) or a single win or a series of winnings that, acting reasonably, would identify an unregular gambling pattern or, be deemed to be due to a defect or error in a Licensed Game which may result in an Erroneous Winning.

10.3 The Operator shall notify to Alea any Big Win immediately, through the back-office of the Gaming gateway where possible, upon the Operator's discovery thereof (but no later than one (1) business day after such discovery) and prior to any payment to an End-User of such Big Win, in order for the Operator to determine, in cooperation with the relevant Gaming Provider, whether the Big Win reported is due to a malfunction in a Licensed Game, and has resulted in the award of Erroneous Winnings ("**Big Win Notification**").

10.4 Within five (5) business days as from the receipt of a Big Win Notification, the Operator shall receive through Alea, where possible, in the back-office of the Gaming Gateway, a confirmation whether or not the Big Win was a result of an Erroneous Winning and be provided with the Gaming Provider's approval or disapproval of any payment of the Big Win to the End-User(the "**Approval**" or "**Disapproval**", respectively).

10.5 Notwithstanding the foregoing, neither the Gaming Provider, nor Alea, shall be liable for any such Erroneous Winning to the extent that: (i) the Operator has failed to inform Alea and the Gaming Provider, through Alea, of any suspected defect or error which may result in such Erroneous Winning upon becoming aware of such defect and/or error; (ii) the Operator has failed to mitigate its losses, including without limitation, by including applicable provisions in its terms and conditions towards its End-Users; or (iii) the Operator has failed to inform Alea and the Gaming Provider, through Alea, of any such Erroneous Winning, suspected defect or error which may result in such erroneous payment upon becoming aware of such defect and/or error.



10.6 The Operator expressly agrees and understands that the Gaming Provider's total aggregate liability for game errors are as passed through by Alea to the Operator, subject to Alea's agreement with the respective Gaming Provider.

10.7 Notwithstanding the foregoing, Alea and/or a Gaming Provider shall not be liable for any payment of Erroneous Winnings to the extent that (i) such funds have been withdrawn by the End-User from its account and were accessible to the Operator upon the Operator becoming aware of the Erroneous Winning; or (ii) the Operator could have, using all reasonable endeavours, prevented such erroneous payment or mitigated its losses including, without limitation, through adequate provisions in the Operator's terms and conditions; or (iii) the Operator has failed to timely provide Alea with a Big Win Notification.

10.8 Notwithstanding anything herein, in the event of an actual Erroneous Winning or where either Party believes that an Erroneous Winning may have occurred, the Operator shall mitigate its losses, including (to the extent possible) by suspending or removing from play any such Licensed Game immediately after either Party becomes aware of, or is notified of, any suspected or actual malfunction.

10.9 Nothing in this Article 10 shall be deemed to limit any Party's or the Gaming Provider's right to pursue any other remedy it may have in connection hereof, either in contract, law and/or equity.

11 Limitation of liability

11.1 Either Party will not, in any circumstances, have any liability for any losses which may be suffered by the other Party (or any person claiming under or through the other Party), whether the same arise in contract, tort (including negligence) or otherwise howsoever, which fall within any of the following categories:

- Loss of profits,
- Loss of anticipated savings,
- Loss of business opportunity,
- Loss of use,
- Loss of goodwill or any reputational damage,
- Loss or corruption of data, or
- Any special, indirect or consequential loss (even if such Party was aware of the circumstances in which such special, indirect or consequential loss could arise).

11.2 Subject to this Article 11, the total aggregate liability of either Party, whether in contract, tort (including negligence) or otherwise and whether in connection with this Agreement or for any related cause, will be limited to the actual damage incurred by the other Party and will in no circumstances exceed a sum equal to the lesser of either 1) the total Fees Alea received from the Operator, in the six (6) months preceding the date on which the claim arose, or 2) the total amount of fifty thousand euros (50.000 EUR).

11.3 The exclusions in this Article 11 will apply to the fullest extent permissible at law, but nothing in this Agreement shall exclude liability for:

- Death or personal injury caused by a Party's own negligence or that of its officers, employees, contractors, Intermediaries, End-Users or agents,
- A Party's fraud or fraudulent misinterpretation, or
- The Operator's liability towards Alea arising out of or in connection with a breach of its regulatory compliance obligations, including, without limitation a breach of its obligations under Articles 6.1, 6.2, 7 and 13, or
- Any other liability which may not be excluded by law.

11.4 The Parties acknowledge and agree that they 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 such Party 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.

12 Term and Termination

12.1 This Agreement enters into force on the Effective Date and remains in effect for an undetermined period, unless it is terminated by mutual agreement or in accordance with the terms of this Article 12.

12.2 Either of the Parties may terminate this Agreement by giving the other Party at least three (3) months prior notice in writing.

12.3 Without prejudice to any other rights or remedies available under this Agreement or under applicable law, the Parties have the right, at any time, to terminate this Agreement by written notice to the other Party and without further formality upon:

- a. A breach by any Party in the performance of the provisions of this Agreement, provided such breach is not cured within thirty (30) calendar days following receipt by the defaulting Party of a written notice from the non-defaulting Party to remedy such breach;
- b. The insolvency of any Party;
- c. The execution of an assignment by any Party for the benefit of its creditors;
- d. The dissolution, winding up or cessation of business, receivership, bankruptcy or similar proceedings in relation to a Party.

12.4 Alea may immediately terminate this Agreement, in full or in part upon, giving written notice to the Operator, if:

- a. The Operator, Intermediary or any End-User uses, or attempts to use, the Licensed Software in any manner or form that is illegal, or that it is reasonably likely, in the sole opinion of Alea, to bring the Licensed Software or Gaming Providers into disrepute, or have a material adverse effect on the goodwill of Alea and/or the Gaming Providers;
- b. In the event the Operator fails to pay any of the Fees when due after issuance of a written reminder by Alea to the Operator at least seven (7) days prior to the termination being effective.
- c. Any license agreement relating to the Licensed Software entered into with a third-party licensor, including Gaming Providers, terminates for any reason whatsoever.

12.5 In the event of termination of this Agreement for any reason, neither Party shall be released from the obligation to make payment of any amounts accrued up to the date of expiry or effective date of termination.

12.6 Upon termination for any reason, Alea will terminate access to the Licensed Software on the Web Site(s) and the Operator will, within three (3) days of such expiration or termination, remove and cease any and all use of the Licensed Software. The Operator must promptly return to Alea all of the documentation of the Licensed Software and all intellectual property rights licensed, supplied or delivered by Alea to the Operator pursuant to this Agreement and all copies of the whole or any part of the Licensed Software, must be returned, or if requested by Alea, destroyed.

12.7 The provisions of Schedule 3 (**Confidentiality**), Article 11 (**Limitation of liability**) and Article 14.6 (**Governing law and jurisdiction**) shall survive the termination of the Agreement.



13 Intellectual Property Rights

13.1 The Operator or any of its Intermediaries or End-Users will have no intellectual property rights in the Licensed Software.

13.2 This Agreement will not operate as an assignment to either Party of any copyright, database right, registered design, trademark or other proprietary right (intellectual property right or otherwise) belonging to the other Party and each Party will retain the ownership of or other interest in any such copyright, registered design, trademark or other proprietary or intellectual property right to which that Party may be entitled.

13.3 Neither Party will use the trademark, marks and logos of the other Party except as expressly provided herein or in any manner likely to negate, impair or dilute any of the rights of the other Party, nor use the trademark, marks or logos in any manner likely to affect the validity or distinctiveness of such marks.

13.4 The Operator shall promptly bring to the attention of Alea any information it shall have regarding the improper or wrongful use of the Licensed Software, or Alea's and/or Gaming Provider's name, logo or other intellectual property rights, or any information which is or may be material in relation to the support of the Licensed Software. The Operator will use reasonable endeavours to prevent any infringement of the intellectual property rights in the Licensed Software.

13.5 The Operator will further take all such steps as Alea may reasonably require assisting Alea and/or the Gaming Provider in maintaining the validity and enforceability of their respective intellectual property rights.

13.6 THE OPERATOR UNDERSTANDS AND ACCEPTS THAT ANY USE OR DISCLOSURE OF THE LICENSED SOFTWARE, OR OF ITS ALGORITHMS, PROTOCOLS OR INTERFACES, OTHER THAN IN STRICT ACCORDANCE WITH THIS AGREEMENT, SHALL BE A VIOLATION OF ALEA'S, GAMING PROVIDER'S OR OTHER THIRD-PARTIES', AS THE CASE MAY BE, COPYRIGHT, PATENT, TRADE SECRET OR OTHER RIGHTS AND MAY BE SUBJECT TO CIVIL AND/OR CRIMINAL ACTION IN MULTIPLE JURISDICTIONS.

14 General

Notices – All notices to be given by either Party under this Agreement are made in writing and sent to the following addresses:

	ALEA	OPERATOR
Contact person:	Games Manager	Lorand Robert Minyo
Address:	eMoore N.V. Groot Kwartierweg 10, Livestrong Building, Curaçao	ZUIKERTUINJEWEG Z/N (ZURKEITUIN TOWER), WILLEMSTAD, CURACAO
Email:	account-management@alea.com	compliance@softgenius.com

14.1 **Force majeure** – Neither Party will be liable to the other in respect of anything which, apart from this provision, may constitute a breach of this Agreement arising by reason of force majeure, namely circumstances beyond the control of either Party which shall include (without limitation) acts of God, perils



of the sea or air, fire, flood, drought, explosion, sabotage, accident, embargo, riot, civil commotion or civil authority, including acts of local government and parliamentary authority.

14.2 Assignment – The Operator may not assign this Agreement, by operation of law or otherwise. Alea may assign or sub-contract this Agreement by notice in writing to the Operator.

14.3 Relationship of the Parties – Nothing contained in this Agreement, nor any action taken by any Party to this Agreement, can be deemed to constitute either Party, or any of such Party's employees, agents, or representatives, an employee, or legal representative of the other Party, nor create any partnership, joint venture, or association among or between the Parties, nor confer on either Party any express or implied right, power or authority to enter into any agreement or commitment on behalf of, nor impose any obligation upon, the other Party.

14.4 Severability – Whenever possible, each provision of this Agreement must be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, such provision will be ineffective only to the extent of such invalidity, or unenforceability, without invalidating the remainder of this Agreement.

14.5 No waiver – No waiver will be implied from conduct or failure to enforce any rights. Waivers must be given in writing to be effective.

14.6 Governing law and jurisdiction - The Agreement shall be governed and construed in accordance with the laws of Curacao and both Parties warrant to comply with the laws of Curaçao. Any dispute, controversy or claim deriving from or in conjunction with this Agreement, or a breach, termination or invalidity thereof, shall be exclusively settled by the courts of law in Curaçao.

14.7 Amendments – Amendments to this Agreement must be agreed in writing and signed by both Parties.

The Agreement and all of its five Schedules has been executed in two (2) original counterparts of which each of the Parties has received one.

EXECUTED

Signed for and on behalf of

ALEA OVERSEAS N.V.

DocuSigned by:

Signature:

Name:

Proxy holder eMOORE NV

Title:

Managing Director

Date:

5/25/2024

Signed for and on behalf of

THE OPERATOR

Signature:

Name:

LORAND ROBERT MINYO

Title:

Authorised Representative

Date:

22.05.2024

DocuSigned by:

Lorand Robert Minyo

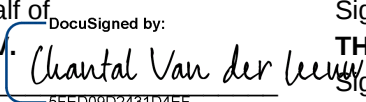
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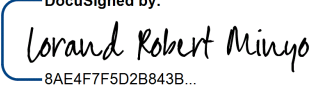


Schedule 1
Authorised Web Sites

For the purposes of the Agreement, the following online gaming web site(s) managed by the Operator have been approved by Alea for the use of the Licensed Software. The list below may be amended by the Parties from time to time.

TBD

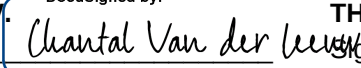
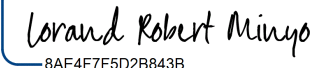
Signed for and on behalf of
ALEA OVERSEAS N.V.
Signature: 
Name: Proxy holder eMoore NV
Title: Managing Director
Date: 5/25/2024

Signed for and on behalf of
THE OPERATOR
Signature: 
Name: LORAND ROBERT MINYO
Title: Authorised Representative
Date: 22.05.2024



Schedule 2
Marketing requirements

- 1. The Operator agrees to comply with any and all marketing requirements imposed by the specific Gaming Providers and passed on separately by Alea to the Operator from time to time, as required by the relevant Gaming Provider.
- 2. The Operator agrees not to make any announcements or press releases with regard to this Agreement or the Operator’s relationship with Alea and/or any Gaming Provider without the prior written consent of Alea.
- 3. Violation of this provision by the Operator will constitute grounds for immediate termination of this Agreement by Alea without notice, without liability on its part and without prejudice to any of its other rights arising in terms of this Agreement and at law.
- 4. The Operator will use its best efforts to proactively market the Licensed Games through the Web Site and any additional relevant media.
- 5. Marketing will start no later than 3 days after the Go-Live Date and continue regularly until termination of the Agreement.
- 6. Additional marketing requirements may be set out in the Games Package Addenda.
- 7. The Operator warrants, represents and undertakes to Alea that any promotions or advertisements offered by it as part of, or in connection with, the Licensed Software comply with all applicable law, codes of practice and regulations including any regulation or code of practice relating to advertising.

Signed for and on behalf of	Signed for and on behalf of
ALEA OVERSEAS N.V.	THE OPERATOR
Signature: 	Signature: 
Name: Proxy holder eMoore NV	Name: LORAND ROBERT MINYO
Title: Managing Director	Title: Authorised Representative
Date: 5/25/2024	Date: 22.05.2024



Schedule 3 **Confidentiality**

1. For the purposes of the Agreement, "Confidential Information" means any information which is confidential by nature including but not limited to:

a. Any and all information concerning the Parties, their technology and their related End-Users/licensors/Intermediaries and/or other services providers, including but not limited to any information such as trade secrets, correspondences, notes, reports and data relating to their business, their strategic and business planning, information regarding their current or future products or services, information regarding the Parties contracts with third-parties;

b. All drawings, formulae, specifications, books, software, manuals, daily reports, minutes of meetings, journals and accounts, business, trade and manufacturing secrets, oral or written data, whether concerning the business, methods, processes, techniques, products or equipment of the Parties or related Players, licensors, Intermediaries or other services providers, their parent company, subsidiaries, branch offices.

2. The Parties acknowledge that in the course of carrying out, performing and fulfilling their obligations under the Agreement, they will have access to, will create and will be entrusted with Confidential Information the disclosure of any of which to competitors of the Parties or any third-party or to the general public, would be highly detrimental to the interests of the Parties and/or and their related End-Users/ licensors /Intermediaries and other services providers.

3. Except for any prior specific authorisation by the other Party, the Parties undertake to keep strictly confidential all Confidential Information and not to divulge to any person or entity or to use for their own purposes all or part of the Confidential Information, both for the duration of this Agreement and afterwards for a period of five (5) years, except as may be required in the course of carrying out their duties under this Agreement, or as required by order of a court having competent Jurisdiction, or of a competent Authority.

4. Confidential Information shall only be kept at the Parties' offices or in computers of the Parties. The Parties shall take all reasonable measures to ensure the confidentiality and security of the Confidential Information, especially where such Confidential Information is located in computers of Alea.

5. The Parties further agree to restrict the disclosure of Confidential Information solely to those of their employees, consultants or Intermediaries with a need to know, and will advise in writing those of their employees, consultants or Intermediaries to whom the Confidential Information is disclosed of their obligations under this Agreement with respect to the Confidential Information. The Parties shall be responsible and liable for any breach of confidentiality.

6. The provisions of Schedule 3 shall not apply to any information which:

a. Was in the public domain prior to the date of coming into force of the Agreement or entered the public domain after that date through no wrongful act or default of the receiving Party;

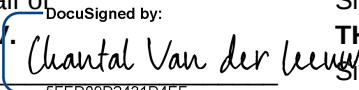
b. Becomes publicly known by publication or otherwise ceases to be secret or confidential through no act or omission of the receiving Party;

c. Is already known to or in the possession of the receiving Party free of any obligation to keep it confidential at the time of disclosure, as shall be demonstrated in writing by the receiving Party;

d. Is acquired without a confidentiality undertaking by either Party from a third-party who was not under an obligation to the disclosing Party not to disclose such information;



- e. Has been approved for release by prior written authorization of the disclosing Party;
 - f. Has been disclosed pursuant to a duty under applicable law, provided however, that in such an event, as soon as practical after receiving the order or requirement of a court, administrative agency, Supervisory Authority or other governmental body, the receiving Party will give the disclosing Party a written notice of such order or requirement and in any event such notice will be prior to the disclosure of such information;
 - g. The receiving Party can demonstrate in writing that it was developed by the receiving Party completely independently of, and without use or reference to, the information disclosed by the disclosing Party.
7. The Parties agree to return all Confidential Information made available hereunder, including copies thereof, to the disclosing Party or to destroy all Confidential Information at the termination of the Agreement for any reason whatsoever or upon reasonably justified written request of the disclosing Party.

Signed for and on behalf of
ALEA OVERSEAS N.V.
Signature: 
Name: Proxy holder eMoore NV
Title: Managing Director
Date: 5/25/2024

Signed for and on behalf of
THE OPERATOR
Signature: 
Name: LORAND ROBERT MINYO
Title: Authorised Representative
Date: 22.05.2024



Schedule 4A – Casino Result Calculation

The Casino Result shall be calculated as follows:

$$\text{Casino Result} = \text{Bets} \text{ less } \text{Win} \text{ less } \text{Bonus Allowance} \text{ less } \text{Jackpot Changes}$$

Alea's administration system shall be used to determine the Casino Result.

The documentary evidence must be provided to Alea in terms of the definitions of Bonus Allowance and Gaming Tax together in one single email.

DEFINITIONS

"Bets": the total and aggregated amount of the combined real money bets by End-User on each, any and all of the Licensed Games each relevant calendar month.

"Win": the total amount of real money won by End-Users using the Licensed Games each relevant calendar month.

"Gross Gaming Revenue" also "GGR": is the **total Bets minus the total Wins** by End-Users using the Licensed Games on the Web Sites.

"Bonus Allowance": In relation to the Licensed Games from Gaming Providers offering the right to deduct a bonus usage, it is understood between the Parties that the Operator, shall be allowed to deduct such amount of actual bonuses, complimentary offers, manual adjustments, free bets, promotional cash offers and any other credits defined as permitted bonus usage under each of the terms imposed by the relevant Gaming Providers and actually granted by the Operator to End-Users, limited to a maximum of the Bonus Allowance cap, expressed as a percentage of the GGR.

"Jackpot Changes": the total amount of Jackpot Contributions each relevant calendar month less Jackpot Payouts.

"Jackpot Contribution": the total share of Bets being used as deposition for local Jackpot Payouts.

"Jackpot Payout": the total amount paid as local jackpots to End-Users including the initial seed value if applicable.

NOTE: In the event that the calculation of Casino Result for any Licensed Game (whether standard, branded, premium or live) is a negative number, the revenue share attributed to each such aforementioned revenue will be zero. For the avoidance of doubt, it is clarified that the negative amounts will not be carried forward to the revenue calculation in the following month or set off against any other Fee.

Calculation example

Example A - The Bonus usage is **higher** than the Bonus Allowance

- The GGR Revenue Share rate is 10%,
- The Bonus Allowance is set at **20%**,
- Operator's monthly total GGR of Standard Games is 100.000 €,
- Actual monthly bonus usage for Standard Games of 30.000€,

Then, the Fees are calculated in the following manner:

- The actual bonus usage = $30.000/100.000 = \mathbf{30\%}$



- As the actual bonus usage is higher than to the Bonus Allowance cap, the maximum amount of Bonus Allowance corresponds to the 20% Bonus Allowance cap.

Therefore, the Casino Result (in this example NGR based) are:

- $\text{GGR} - \text{Bonus Allowance} = 100.000 - (100.000 * 20\%) = 80.000$
- $\text{GGR Rev Share (ie. Amount of Fees invoiced in relation to Standard Games for this specific Gaming Provider)} = 10\% * 80.000 = 8.000\text{€}$

Example B - The Bonus usage is **lower** than the Bonus Allowance

- The GGR Revenue Share is at 10%,
- The Bonus Allowance is set at **20%**,
- Operator's monthly total GGR of Standard Games is 100.000 €,
- Actual monthly bonus usage for Standard Games of 5.000€,

Then, the Fees are calculated in the following manner:

- The actual bonus usage = $5.000/100.000 = 5\%$
- As the actual bonus usage is lower than to the Bonus Allowance cap, the maximum amount of Bonus Allowance corresponds to the 5% of actual Bonus usage.

Therefore, the Casino Result (in this example NGR based) are:

- $\text{GGR} - \text{Bonus Allowance} = 100.000 - (100.000 * 5\%) = 95.000$
- $\text{GGR Rev Share (ie. Amount of Fees invoiced in relation to Standard Games for this specific Gaming Provider)} = 10\% * 95.000 = 9.500\text{€}$

Example C – There is **NO** Bonus Allowance granted

- The GGR Revenue Share rate is 10%,
- The Bonus Allowance is set at **0%**,
- Operator's monthly total GGR of Standard Games is 100.000 €,
- Actual monthly bonus usage for Standard Games of 5.000€,

Then, the Fees are calculated in the following manner:

- The actual bonus usage = $5.000/100.000 = 5\%$
- As the Bonus Allowance corresponds to the 0%, no actual bonus usage can be deducted.

Therefore, the Casino Result (in this example GGR based) are:

- $\text{GGR} - \text{Bonus Allowance} = 100.000 - (100.000 * 0\%) = 100.000$
- $\text{GGR Rev Share (ie. Amount of Fees invoiced in relation to Standard Games for this specific Gaming Provider)} = 10\% * 100.000 = 10.000\text{€}$



Schedule 4B – Licensed Games Term Sheet

1 Games Package Terms and conditions

1.1 Platform Fee:

The platform fee is considered waived for this Agreement

1.2 Licensed Games Fees:

1	Software	Game Category	SF	MMF	BA	GGR
	1x2 Branded				10%	9,5%
	1x2 Standard				10%	8%
	1x2 Virtual				10%	9%
	1x2 Scratch				10%	9%
	1x2 Table Games				10%	6%
	3oaks Gaming					12%
	4The player					11%
	7777 Gaming				10%	8%
	Absolute Live Gaming					11,5%
	All way spin					12%
	Amatic				15%	11%
	Amigo Gaming					9%
	Amusnet				10%	13%,
	Apollo Games				20%	9%
	Aviatrix				10%	7%
	BB tech					11%
	BB Games				15%	10%
	BetSoft				15%	9%
	Belatra					9%
	BetSolutions					9%
	Bgaming				15%	9%
	Big Time Gaming Basic					12%
	Big Time Gaming Branded					14%
	Blue guru Games					11%
	Bold play					10%
	Booming Games				25%	11%
	Boongo					10%
	Bulletproof				15%	10%
	Caleta					8%
	CreedRoomz					10%
	CT Interactive					12%
	EA Gaming					9%
	Electric Elephant					11%
	Elk Studios				20%	13%
	Endophina				20% (only for FS)	10%
	Espresso Gaming					11,5%
	Eurasian Gaming				10%	9%
	Evolution slots					See schedule 4C
	Evolution live					See schedule 4C
	Eyecon				15%	10%



1	Software	Game Category	SF	MMF	BA	GGR
	Ezugi					10%
	Evoplay					10%
	Fantasma Games					11%
	Fast Games					9%
	Felix Gaming				40%	8%
	Four Leaf Gaming					11%
	Fuga Gaming				15%	10%
	Fugaso				20%	10%
	Funta Gaming					11,5%
	Games Global Basic					11%
	Games Global Branded					16%
	Games Inc					9%
	Games Warehouse				15%	10%
	Gazmix				15%	8%
	Galaxsys					9%
	Gaming Corps					9%
	Genesis					12,5%
	GMW				15%	10%
	Habanero				10%	11%
	Hacksaw Slots					11%
	Hacksaw Scratch					9%
	High 5 Games					7%
	Iorn Dog Standard				10%	8%
	Iron Dog Table Games				10%	6%
	Iron Dog Branded				10%	9,5%
	Inbet Games					12,5%
	Inbet Virtuals					12,5%
	Jade Rabbit Studios				15%	10%
	Just Play					11,5%
	KA Gaming				20%	8%
	Kalamba					10%
	Leander Games Basic				15%	10%
	Leander Games Branded				15%	12%
	Leap Virtuals					13%
	Leap Slots					10%
	Live 5 Gaming				15%	10%
	Lotto Instant Win					12,5%
	Mancala Gaming				15%	9%
	Mascot				15%	9%
	Max Win Gaming					11%
	Mr Slotty					12%
	Netent Basic				15%	10%
	Netent Branded				15%	13%
	Netent Table Games					12%
	NetGaming					8%
	Novomatic Standard					10%
	Novomatic Premium					12%
	No Limit City					10%
	Northern Lights					11%
	One Touch Live					12%
	One Touch slots					10%



1	Software	Game Category	SF	MMF	BA	GGR
	Only Play				20%	8%
	Octoplay					9%
	Parlay Bingo				15%	12%
	Parlay Progressive slot, Keno, Poker					9%
	Parlay Balckajack, Pull tab, slots					8%
	Pascal Gaming				10%	7%
	Pateplay					9%
	PG Soft					10%
	Pirates Gold Studio				15%	10%
	Play Pearls				10%	11%
	Playn'go Basic					10%
	Playn' go Branded					14%
	Playson Basic				10%	10%
	Playson Premium				10%	12%
	Popok Gaming					10%
	Pragmatic Play Live					See schedule 4C
	Pargmatic Play slots					10%
	Print Stuidos				First 3 months 50% GGR discount	11%
	Push Gaming				15%	11%
	Quickspin				10%	11,5%
	Quik Gaming					8%
	Realistic Games					12,5%
	Red Rake Gaming				15%	10%
	Red Tiger Gaming Basic				15%	10%
	Red Tiger Branded				15%	13%
	Realtime gaming					9%
	Reelplay				20%	10%
	Retro Gaming					10%
	Religa					11,5%
	Rival					7%
	Ruby Play				10%	10%
	Salsa Technology					11%
	Sigma Games					10%
	Silverback Gaming					11%
	Skywind Basic					9%
	Skywind Branded					12%
	Skywind Live					10%
	Spearhead				20%	10%
	Spinomenal				20%	10%
	Spinoro				10%	9%
	Spinthon					8%
	Spride					8,5%
	Stakelogic Basic				20%	10%
	Stakelogic Branded				20%	12%
	STHLM Gaming					11%
	SlotMatrix				20%	10%
	Storm Gaming					11%
	Superlotto Games					12%



1	Software	Game Category	SF	MMF	BA	GGR
	Swintt				10%	9%
	Smartsoft				10%	8%
	The Games Co				15%	10%
	Tom Horn				10%	9%
	Touchstone				15%	10%
	Triple Cherry					8%
	Triple Profit Games					12%
	Turbo Games					7%
	Thunderkick					10,5%
	Vibra Gaming Branded				15%	10%
	Vibra Gaming Basic				15%	9%
	Vivo Gaming					10%
	Wazdan				15%	8,5%
	Worldmatch					13%
	Yggdrasil Slots					12%
	Yggdrasil Table Games					12%
	Yoloplay				15%	10%
	Ela Games					10%
	Uppgaming					10%

* Some Game Providers may require additional Due Diligence information before approval

Signed for and on behalf of
ALEA OVERSEAS N.V.

Signature:

Name: Proxy holder eMoore NV
Title: Managing Director
Date: 5/25/2024

DocuSigned by:
Chantal Van der Leij
5FED09D2431D4EE

Signed for and on behalf of
THE OPERATOR

Signature:

Name: LORAND ROBERT MINYO
Title: Authorised Representative
Date: 22.05.2024

DocuSigned by:
Lorand Robert Minyo
8AE4F7F5D2B843B...

Schedule 4C: Annex PT3 (Playtech)



PLAYTECH End-User T&C

IMPORTANT

THIS WEBSITE IS OPERATING THE GAMBLING SOFTWARE PLATFORM OF PLAYTECH SOFTWARE LIMITED AND ITS GROUP COMPANIES (THE "VENDOR") UNDER A LICENSE FROM VENDOR. A CONDITION TO YOUR DOWNLOADING OR OTHERWISE USING THE SOFTWARE (AS DEFINED BELOW) IS THAT YOU ENTER INTO THE FOLLOWING LEGALLY BINDING SUB-LICENSE AGREEMENT WITH US, WHICH GOVERNS YOUR USE OF THE SOFTWARE.

PLEASE READ THIS AGREEMENT CAREFULLY TO MAKE SURE YOU FULLY UNDERSTAND ITS CONTENT. IF YOU HAVE ANY DOUBTS ABOUT YOUR RIGHTS AND OBLIGATIONS RESULTING FROM THE ACCEPTANCE OF THIS AGREEMENT, PLEASE CONSULT AN ATTORNEY OR OTHER LEGAL ADVISOR IN YOUR JURISDICTION.

IMPORTANT: PERSONS LOCATED IN CERTAIN TERRITORIES, CURRENTLY INCLUDING THE UNITED STATES OF AMERICA AND ITS TERRITORIES, ISRAEL AND THE COUNTRIES SPECIFIED AS PROHIBITED, EXCLUDED OR SIMILAR AS PART OF THE TERMS AND CONDITIONS AND/OR LIST ON THE WEBSITE, IN EACH CASE AS SUPPLEMENTED FROM TIME TO TIME (THE "PROHIBITED JURISDICTIONS") ARE NOT PERMITTED TO USE THE SOFTWARE IN ANY WAY OR MANNER IN CONNECTION WITH ANY REAL MONEY PLAY. TO REMOVE ANY DOUBT, THIS RESTRICTION ALSO APPLIES TO RESIDENTS AND CITIZENS OF OTHER NATIONS WHILE LOCATED IN A PROHIBITED JURISDICTION. THE FACT THAT THE WEBSITE IS ACCESSIBLE IN A PROHIBITED JURISDICTION, OR THAT THE SOFTWARE ALLOWS THE USE OF THE OFFICIAL LANGUAGE OF A PROHIBITED JURISDICTION, SHALL NOT BE CONSTRUED AS A LICENSE TO USE THE SOFTWARE IN SUCH PROHIBITED JURISDICTION. ANY ATTEMPT TO CIRCUMVENT THIS RESTRICTION, FOR EXAMPLE, BY USING A VPN, PROXY OR SIMILAR SERVICE THAT MASKS OR MANIPULATES THE IDENTIFICATION OF YOUR REAL LOCATION, OR BY OTHERWISE PROVIDING FALSE OR MISLEADING INFORMATION REGARDING YOUR CITIZENSHIP, LOCATION OR PLACE OF RESIDENCE, OR BY MAKING BETS OR WAGERS USING THE SOFTWARE THROUGH A THIRD PARTY OR ON BEHALF OF A THIRD PARTY LOCATED IN A PROHIBITED JURISDICTION IS A BREACH OF THIS AGREEMENT AND MAY CONSTITUTE A CRIMINAL OFFENSE. IF IT BECOMES APPARENT, OR WE HAVE REASONABLE GROUNDS TO SUSPECT, THAT YOU ARE LOCATED IN ANY OF THE PROHIBITED JURISDICTIONS, THIS MAY RESULT IN CLOSING YOUR PLAYER ACCOUNT, WITHOUT AN OBLIGATION TO PROVIDE YOU WITH ADVANCE NOTICE, FREEZING THE FUNDS THEREIN AND PROVIDING THE APPLICABLE DETAILS TO VENDOR AND/OR RELEVANT AUTHORITIES, ALL IN ACCORDANCE WITH APPLICABLE LAWS AND AGREEMENTS, AND YOU SHALL BE LIABLE TO US FOR ANY DAMAGE OR LOSS RESULTING THEREFROM.

BY ACCEPTING THE TERMS AND CONDITIONS (INCLUDING BY TICKING THE "I AGREE" BOX) ("ACCEPTANCE"), YOU AGREE TO THE USE OF ELECTRONIC COMMUNICATIONS IN ORDER TO ENTER INTO CONTRACTS, AND YOU WAIVE ANY RIGHTS OR REQUIREMENTS UNDER APPLICABLE LAWS OR REGULATIONS IN ANY JURISDICTION WHICH REQUIRE AN ORIGINAL (NON-ELECTRONIC) SIGNATURE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW. YOU ALSO CONFIRM THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

IF YOU DO NOT AGREE WITH ANY OF THE TERMS OF THIS AGREEMENT, DO NOT ACCEPT THE TERMS AND CONDITIONS AND DO NOT CONTINUE TO DOWNLOAD, INSTALL OR OTHERWISE USE THE SOFTWARE.



1. Definitions

The following words and terms, when used in this agreement, shall have the following meanings, unless the context clearly indicates otherwise:

- 1.1. **"Assistance Programs"** means any artificial intelligence including, without limitation, 'robots' and/or any other computer generated program used to interact with the Software in aid or in place of a player.
- 1.2. **"IP Rights"** means any and all intellectual property rights, of all types or nature whatsoever, including, without limitation, patent, copyright, design rights, trade marks, data base rights, applications for any of the above, moral rights, know-how, trade secrets, domain names, URL, trade names or any other intellectual or industrial property rights (and any licenses in connection with any of the same), whether or not registered or capable of registration, and whether subsisting in any specific country or countries or any other part of the world.
- 1.3. **"Online Games"** means the internet gambling system on the Website and related services and gambling activities (including, but not limited to, online casino and any other games) offered on the Website.
- 1.4. **"Player Account"** means a personal account opened by an individual and maintained with Us to enable that person to play the Online Games;
- 1.5. **"Software"** means the software required to be downloaded, accessed or otherwise utilized by You from the Website for the purpose of participating in the Online Games, including the related documentation and including any enhancements, modifications, additions, translations or updates to such software.
- 1.6. **"Us", "We", "Our"** and similar terms mean [● OPERATOR].
- 1.7. **"Website"** means [www.\[●\].com](http://www.[●].com), and any related sites on which the Online Games are accessible via links or any other access way.
- 1.8. **"You", "Your"** and similar terms mean the user of the Software downloaded from the Website.

2. Subject Matter of Agreement

The rules of the Online Games are placed in the www._____.com/rules as well as other sections of the Software and the Website, including but not limited to, rules describing how to play the Online Games, tournaments, and any other rules governing particular game, event and tournament. All such rules are incorporated and included under the term and conditions set out herein.

3. License to Use the Software; Restrictions

- 3.1. We hereby grant to You a limited, personal, non-transferable, non-exclusive, worldwide (except as noted below) license to download, access and otherwise utilize the Software on Your device, in order to play the Online Games, in accordance with this agreement.
- 3.2. This license applies only to the object code of the Software (i.e., the compiled, assembled, or machine executable version of the Software) and does not grant you any rights whatsoever with respect to the source code of the Software.
- 3.3. Notwithstanding anything to the contrary herein, persons located in the Prohibited Jurisdictions are not permitted to use the Software in any way or manner in connection with any real-money play. To remove any doubt, this restriction also applies to residents and citizens of other nations while located in a Prohibited Jurisdiction. This license does not apply to, and does not allow You the use



of the Software in or from any Prohibited Jurisdictions, and the fact that the Website is accessible in a Prohibited Jurisdiction, or that the Software allows the use of the official language of a Prohibited Jurisdiction, shall not be construed as a license to use the Software in such Prohibited Jurisdiction. Any attempt to circumvent this restriction, for example, by using a VPN, proxy or similar service that masks or manipulates the identification of Your real location, or by otherwise providing false or misleading information regarding your location, citizenship, or place of residence, or by making bets or wagers using the Software through a third party or on behalf of a third party located in a Prohibited Jurisdiction, is a breach of this agreement and may constitute a criminal offense under applicable laws. If it becomes apparent, or We have reasonable grounds to suspect, that You are located in any of the Prohibited Jurisdictions, this may result in closing Your Player Account, without an obligation to provide You with advance notice, freezing the funds therein and providing the applicable details to Vendor and/or relevant authorities, all in accordance with applicable laws and agreements, and You shall be liable to Us for any damage or loss resulting therefrom. **IT IS YOUR DUTY TO CONSULT AND CHECK REGULARLY OUR WEBSITE REGARDING THE LIST OF THE PROHIBITED JURISDICTIONS.**

3.4. We reserve any and all rights not expressly granted in Section 3.1 above. In addition, You are not permitted to, and You agree not to permit or assist others to:

3.4.1. use, copy, modify, create derivative works from or distribute the Software, any part of it, or any copy, adaptation, transcription, or merged portion of it;

3.4.2. decode, reverse engineer, disassemble, decompile or otherwise translate or convert the Software or any part of it;

3.4.3. transfer, loan, lease, assign, rent, or otherwise sublicense the Software;

3.4.4. remove any copyright, proprietary or similar notices from the Software (or any copies of it);

3.4.5. operate the Software or any part of it for the benefit of or on behalf of any third party, including by way of 'bulletin board', online service or remote dial-in, application service provider services, internet service provider services, timesharing arrangements, outsourcing services or bureau services;

3.4.6. copy or translate any user documentation provided online or in electronic format;

3.4.7. enter, access or attempt to enter or access or otherwise bypass Our security system or interfere in any way (including but not limited to, robots and similar devices) with the Website or attempt to make any changes to the Software and/or any features or components thereof; or

3.4.8. use any Assistance Programs in connection with the Software and/or the Online Games. You are prohibited from any interaction within the Online Games that is not the direct result of You personally utilizing the Software for the purpose for which it was intended.

3.5. You acknowledge and agree that We may take steps to detect and prevent the use of Assistance Programs. These steps may include, but are not limited to, examination of software programs running concurrently with the Software on Your device. You agree that you will not attempt to bypass, interfere with, or block such steps, including, without limitation, the use of third party software that bypasses, interferes with, or blocks such steps. Any attempt to restrict Us in this matter will entitle Us to immediately suspend the availability of the Software to You and You shall immediately forfeit any winnings.

3.6. You acknowledge and agree that all IP Rights, title and interest in and to the Software, including in and to any modification, enhancement, adaptation, translation or other change of or addition to the Software, belong exclusively to the Vendor, even if developed based on ideas, suggestions or proposals by You or any other third party. By accepting this agreement, You irrevocably assign to the Vendor all right, title, and interest You may have or may acquire in and to all such rights, including, without



limitation, patent, copyright, trademark, trade secret or know how, and You agree to sign and deliver to the Vendor such documents as Vendor considers desirable to evidence or effect the assignment of all of the aforesaid rights to the Vendor. You agree not to, directly or indirectly, attempt to invalidate for any reason whatsoever, or assert, or assist the assertion by others, that the rights, title or interest in the Software belong to any third party other than the Vendor, or that they infringe the IP Rights of others.

4. Your Duty to Examine Legality of Use

You confirm that You are older than 18 years, and in any event of legal age as determined by the laws of the country where you are located. You also confirm that You are aware of the legal issues relating to the operation of online gambling sites, and that You understand that We and the Vendor are not warranting in any way or manner that the use of the Software for the purposes of gambling, as such term is commonly understood in the industry, is legal in any jurisdiction.

Given the changes in the legal status of online gambling in various jurisdictions, You undertake to examine the legality of Your participation in the Online Games and use of the Software in each jurisdiction that is applicable to You and to do the same only in compliance with all applicable laws and orders of any competent authority.

5. Disclaimer of Warranties

THE SOFTWARE IS MADE AVAILABLE TO YOU HEREUNDER ON AN 'AS IS' BASIS, WITHOUT ANY UNDERTAKINGS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE.

WE AND THE VENDOR, AND ALL OF THEIR AFFILIATES AND RELATED PARTIES, HEREBY EXCLUDE AND DISCLAIM ANY AND ALL IMPLIED TERMS, CONDITIONS AND WARRANTIES (INCLUDING ANY WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR ANY PARTICULAR PURPOSE), AND, WITHOUT LIMITING THE GENERALITY OF THE AFORESAID, WE AND THE VENDOR DO NOT WARRANT, AMONG OTHER THINGS, THAT (A) THE SOFTWARE WILL BE NON-INFRINGEMENT, (B) THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ANY DEFECTS IN THE SOFTWARE WILL BE CORRECTED, OR THAT THE SOFTWARE IS VIRUS-FREE; (C) THE SOFTWARE IS OF SATISFACTORY QUALITY OR FIT FOR ANY PARTICULAR PURPOSE; OR (D) USE BY YOU OF THE SOFTWARE WITH ANY OTHER SOFTWARE, OR WITH INAPPROPRIATE HARDWARE, WILL NOT CAUSE ANY DISTURBANCE TO THE SOFTWARE OR TO SUCH OTHER SOFTWARE.

IN THE EVENT OF COMMUNICATIONS OR SYSTEM ERRORS OCCURRING IN CONNECTION WITH THE SOFTWARE, NEITHER WE NOR THE VENDOR NOR THEIR AFFILIATES AND RELATED PARTIES WILL BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY COSTS, EXPENSES, LOSSES OR CLAIMS ARISING OR RESULTING FROM SUCH ERRORS.

NEITHER WE NOR THE VENDOR NOR OUR AFFILIATES AND RELATED PARTIES WILL BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR PAYMENTS MADE (OR NOT MADE) TO YOU AS A RESULT OF A DEFECT OR ERROR IN THE SOFTWARE, OR IN CONNECTION WITH ANY CLAIM OR DEMAND MADE BY THE VENDOR OR ANY THIRD PARTY FOR THE RETURN OF SUCH PAYMENTS OR OTHERWISE IN CONNECTION WITH SUCH PAYMENTS.

You hereby acknowledge that it is not in Our control how the Software is used by You. You load and use the Software at Your own risk and in no event shall We be liable to you for any direct, consequential, incidental or special damage or loss of any kind (except personal injury or death resulting from Our negligence).

6. Confidentiality

The Software includes non-public and confidential information, which is secret and valuable to Us or the Vendor. You agree, as long as You use the Software and thereafter, to (a) keep all such confidential



information strictly confidential; (b) not to disclose such confidential information to a third party, and not to use such confidential information for any purpose other than participating in the Online Games. You further agree to take all reasonable steps at all times to protect and keep confidential such confidential information.

7. Your Warranties and Representations

You warrant and represent to Us that:

- 7.1. You are not a resident of any of the Prohibited Jurisdictions; and
- 7.2. You have examined the legality of Your participation in the Online Games and use of the Software in each jurisdiction that is applicable to You, and have found the same to be legal in such jurisdictions under all applicable laws and orders of any competent authority.

8. Changes to this Agreement

8.1. We may make changes to this Agreement at any time, at our sole discretion. Such changes will take effect from the date specified by us on the Website, whether or not We have notified You specifically of such changes. It is important, therefore, that You log in to the Website from time to time to check to see whether there is a notification of change.

8.2. You agree to be solely responsible for becoming informed of such changes. If You continue to use the Software or the Online Games after the effective date of certain changes (regardless of the way We have notified such changes), You agree to be bound by those changes whether or not You have had actual notice of, or have read, the relevant changes. If You do not agree to be bound by relevant changes, You should not continue to use the Software or the Online Games any further.

9. Term and Termination

9.1. This agreement is effective, and binding upon You, from the moment of Your Acceptance, and shall remain in force unless terminated in accordance with the provisions hereof.

9.2. You may terminate this agreement with immediate effect at any time, subject to the terms of Section 9.4. Termination by You shall be effected by sending Us written notice of the termination of Your participation on the Website and the Online Games and closure of Your account with Us.

9.3. We may terminate this agreement with immediate effect at any time, by written notice to You.

9.4. Upon any termination of this agreement, whether by Us or by You, You agree and acknowledge that (i) Your rights to use the Software shall immediately terminate, and (ii) You will cease any and all use of the Software, and (iii) You will remove the Software from your computer, hard drives, networks and other storage material.

10. No Claims Against Vendor; Limitation of Liability

10.1. You understand and agree that We will be solely responsible to You under this agreement, and while Your commitments under this agreement are also for the benefit of the Vendor, its affiliates and related parties (and can therefore be enforced by them too), Vendor, its affiliates and related parties are not parties to this agreement and will not be liable for any damages of any kind whatsoever caused to You or any third party, regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise.

10.2. You are free to choose whether to download and use the Software. If You do so, You acknowledge that You do it with the full understanding of this agreement, including the provisions of this Section 10, and at Your own risk. IN NO EVENT SHALL WE (AND FOR THE AVOIDANCE OF DOUBT, ALSO VENDOR) OR ANY OF THEIR AFFILIATES AND RELATED PARTIES, IN AGGREGATE:

10.2.1. BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL OR SPECIAL DAMAGE OR LOSS OF ANY KIND WHATSOEVER; OR LOSS OF BUSINESS, PROFITS,



REVENUE, CONTRACTS OR ANTICIPATED SAVINGS; OR LOSS OR DAMAGE ARISING FROM LOSS, DAMAGE OR CORRUPTION OF ANY DATA; or

10.2.2. BE LIABLE TO YOU WITH RESPECT TO ANY AND ALL CLAIMS AT ANY AND ALL TIMES ARISING FROM OR RELATING TO THIS AGREEMENT, HOWSOEVER ARISING UNDER CONTRACT OR ANY THEORY OF LAW, FOR DAMAGES EXCEEDING THE LOWER OF (A) THE AMOUNT DEPOSITED BY YOU WITH US AND USED BY YOU FOR GAMBLING PURPOSES, OR (B) €1,000 (ONE THOUSAND EUROS).

11. Privacy

11.1. We will only use Your personal information in accordance with our privacy policy, which is set out in full at <https://www.playtech.com/privacy-policy-cookies> ("**Privacy Policy**"). We reserve the right to amend the Privacy Policy at any time. However, We reserve the right to ask You to provide Us with additional details and any such additional information will be kept confidential. We further reserve the right under certain circumstances to disclose certain details to relevant authorities should it be required to do so by law, an arm of the state or a regulatory body. Subject to the provisions of the Privacy Policy, this right to disclose personal information to bodies or authorities whose purpose is to investigate money laundering, fraud and other criminal activity will be to the extent required by law.

12. Your Responsibilities

You shall not transfer in any way whatsoever Your rights under this agreement without our prior written consent.

13. Your Warranties and Representations

You warrant and represent that:

13.1. You are over the age of eighteen.

14. Reservation of Rights

14.1. We reserve, at Our sole discretion, the right to:

14.2. change, suspend, remove, modify or add any game or tournament on the Online Games.

14.3. We may at any time disclose certain personal information of Yours to third parties in accordance with Our Privacy Policy, which is set out in full at <https://www.playtech.com/privacy-policy-cookies>.

14.4. We may at any time without prior notice to You terminate Your use of the Online Games and block Your Player Account if We consider that You are in breach of any of the terms and provisions of this agreement or that You are otherwise acting illegally. We will not be under any obligation in such circumstances to refund or otherwise reimburse You for any of the funds in Your Player Account.

15. General Provisions

15.1. Governing Law. The construction, validity and performance of this agreement will be governed by the laws of England.

15.2. Competent Courts. Any legal proceedings arising out of or relating to this agreement will be subject to the jurisdiction of the courts of London, England. However, this shall not prevent Us from bringing any action in the court of any other jurisdiction for injunctive or similar relief.

15.3. Severability. The illegality, invalidity or enforceability of any part of this agreement will not affect the legality, validity or enforceability of the remainder.

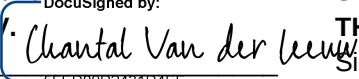
15.4. Language. The English language version of this agreement will prevail over any other language version issued by us.

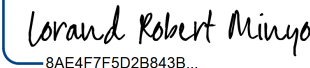


15.5. No assignment by You. You are not allowed to assign this agreement or any rights or obligation hereunder to any other party.

15.6. Priority. This agreement shall prevail in the event of any conflict between the terms and conditions herein and any other agreement or document referred to herein or used in connection with the Software.

15.7. Notices. You agree to receive communications from Us in an electronic form. Electronic communications may be posted on the pages within the Website or the messages/help files of Your client application, or delivered to Your e-mail address. All communications in either electronic or paper format will be considered to be in 'writing' and to have been received no later than five business days after posting or dissemination, whether or not You have received or retrieved such communication. We reserve the right, but assume no obligation, to provide communications in paper format. Any notices required to be given in writing to Us or any questions concerning this agreement should be addressed to support@[●].com

Signed for and on behalf of
ALEA OVERSEAS N.V.
Signature: 
Name: Proxy holder eMoore NV
Title: Managing Director
Date: 5/25/2024

Signed for and on behalf of
THE OPERATOR
Signature: 
Name: LORAND ROBERT MINYO
Title: Authorised Representative
Date: 22.05.2024



Schedule 5 Restricted Jurisdictions List

Ver. 14 September 2023

The following list shall be subject to changes without prior notice and shall be amended from time to time. Alea shall use best endeavours to communicate such updated list as soon as possible. The latest version shall be the version with the most current date and shall supersede all other older versions in any agreement or held by Operator.

GREY LIST: Any activity from the following countries is restricted.

If Alea deems sufficient safeguards are met in terms of Operator's AML CFT procedures, the following countries may be permitted conditionally on a case by case basis, even if from Regulated jurisdiction.

REGULATED LIST: Any activity from the following countries must be accompanied by proof of valid local licence. Reselling shall not be permitted under these jurisdictions (with exception to the Philippines).

	GREY LIST	REGULATED
• Afghanistan • Iran • North Korea • Syria • Trinidad & Tobago • Vanuatu • Yemen	• Barbados • Burkina Faso • Cayman Islands • Congo • Haiti • Jamaica • Jordan • Mali • Mozambique • Myanmar • Nigeria • Panama • Senegal • South Africa • South Sudan • Tanzania • Uganda • United Arab Emirates	• Argentina – Buenos Aires, Cordoba, Mendoza • Australia • Austria • Belgium • Bulgaria • Canada – Ontario • Colombia • Czechia • Cyprus • Denmark • Estonia • France • Georgia • Gibraltar • Greece • Italy • Latvia • Lithuania • Mexico • Netherlands • Philippines • Portugal • Romania • Slovakia • Spain • Sweden • Switzerland • UK – incl. Guernsey (Alderney), Jersey and Isle of Man • Ukraine • USA – Connecticut, Delaware, Michigan, New Jersey, Pennsylvania, West Virginia

Notwithstanding anything to the contrary in the Agreement, the list above is purely indicative, and its completeness, accuracy and currency are by no means warranted. The Operator expressly agrees and understands that gaming regulations are evolutive and that it is the Operator's/ Reseller's sole responsibility to keep up to date with regards to any changes to the any laws or regulations applicable to the Business Activity.



It is further understood that the jurisdiction specific limitations under this list shall be combined to any Restricted Territories requirements contained in the relevant Games Package Addenda of the Agreement (where applicable) and any other jurisdiction specific limitations imposed by the Gaming Providers and communicated separately by Alea to the Operator from time to time, as required by the relevant Gaming Provider.

Signed for and on behalf of
ALEA OVERSEAS N.V.
Signature: *Chantal Van der Meer*
Name: Proxy holder eMoore NV
Title: Managing Director
Date: 5/25/2024

Signed for and on behalf of
THE OPERATOR
Signature: *Lorand Robert Minyo*
Name: LORAND ROBERT MINYO
Title: Authorised Representative
Date: 22.05.2024



Schedule 6 Service Levels

1 General

1.3 In addition and without any prejudice to the provisions of Article 4 of the Agreement, this Schedule 6 ("SLA") governs the service levels and performance of the Licensed Software that is made available by Alea to the Operator. The Licensed Software consists of the Gaming Gateway developed by Alea (or any entity related to Alea) and the Licensed Games, developed by the respective Gaming Providers and licensed to Alea for further sub-licensing to the Operator, as contemplated in this Agreement.

1.4 The support services under this SLA are provided by Alea. Support services in relation to the Licensed Games are subject to the support services offered by the respective Gaming Providers and passed on by Alea to the Operator. Alea hereby represents and warrants to the Operator that it shall not cause any unnecessary delay in passing on any and all support services it itself receives from the relevant Gaming Provider.

2 Response times

1.5 Alea shall use its reasonable commercial efforts to provide customer service and support to the Operator in relation to the Licensed Software, by addressing any issue reported by the Operator in accordance with the reporting system (submission of a JIRA ticket), the applicable severity levels and response times as foreseen in the table below.

1.6 Alea shall categorise all issues in the first instance. In circumstances where the Operator disagrees with the specific categorisation of an issue, the categorisation shall be discussed as quickly as is reasonably possible between the Parties and escalated thereafter to senior management should said discussion not resolve the disparity of opinion.

Severity Level	Severity Description	Characteristics	Response Time	Contact
Level 1	Critical business impact: - Critical issue occurring on production system preventing business operations. - A large number of users are prevented from working with no workaround.	- System hangs or crashes - Critical functionality not available - Data loss or data corruption - Large number of players can't use the games - Impact is escalating quickly	1 hr Subsequent updates: 2hr	Charlotte Lecomte: +34 664 398 974 AND (compulsory) at: JIRA Ticket: https://aleaplay.atlassian.net/serviceesk/customer/portal/22
Level 2	Major business impact: - Major issue occurring on production system severely impacting business. - A large number of users are impacted by issue but they are still able to work in a limited capacity.	- Significant performance degradation - Important functionality not available - Small number of users blocked from work - Impact is escalating	2 hrs Subsequent updates: 2hr	Charlotte Lecomte: +34 664 398 974 AND (compulsory) at: JIRA Ticket: https://aleaplay.atlassian.net/serviceesk/customer/portal/22



Severity Level	Severity Description	Characteristics	Response Time	Contact
Level 3	Medium business impact: - Issue causing a partial or non-critical loss of functionality on production system. - A small number of users are affected.	1. Some system functions not available 2. Minor performance degradation 3. Small number of users impacted 4. Impact is not escalating	4 hrs Subsequent updates: 8hr	Client- support@alea.com AND (compulsory) at: JIRA Ticket: https://aleaplay.atlassian.net/servicedesk/customer/portals/22
Level 4	Low business impact: Issue occurring on non-production system or question, comment, feature request, documentation issue or other non-impacting issue.	1. Incorrect product behavior without impact 2. Product question or enhancement	8 hrs Subsequent updates: 24hr	Client- support@alea.com AND (compulsory) at: JIRA Ticket: https://aleaplay.atlassian.net/servicedesk/customer/portals/22

3 Target Availability

1.7 Alea shall use its reasonable commercial efforts to ensure that the Licensed Software will be available 24 hours a day every day of the year with only limited, scheduled and notified interruptions.

1.8 With the exception of any scheduled interruptions, planned Maintenance and/or any other Limitations further described in Section 5.3 below, Alea shall use its best commercial efforts to ensure that the total cumulative Downtime (defined below) in any three (3) months period, should not cause the service availability (the “**Availability**”) to fall below the following ratios:

- In relation to the Gaming Gateway and back-office: 99,0%
- In relation to the Licensed Games: 98,5% or whichever higher percentage is provided to Alea by the respective Gaming Provider.

4 Maintenance

1.9 Planned downtime (“**Maintenance**”) is used for deploying new functionalities, bug fixes, server/hardware upgrades and other maintenance tasks in relation to the Licensed Software.

1.10 Alea shall use commercially reasonable efforts to limit Maintenance that will affect the availability of the Licensed Games to End-Users. Maintenance shall aim to be as least disruptive as possible and, wherever possible, aim at occurring outside normal business hours (for example on week days in the mornings between 03:00 am and 8:00 am).

1.11 Maintenance outside of the above time frames will be announced by Alea, wherever possible, at least twenty-four (24) hours in advance by e-mail notification to the Operator. In the event that emergency Maintenance is necessary, Alea will use its best efforts to provide a prior notice to the Operator.

1.12 The Operator shall give Alea at least forty-eight (48) hours’ prior notice by email to the respective account manager or customer relations representative of patches, system upgrades and updates to the Operator’s infrastructure, where such works are likely to have an impact on Alea.



5 Unscheduled Downtime

1.13 Unscheduled Downtime ("**Downtime**"), occurs when Services are unavailable due to faults or emergency Maintenance that last five (5) minutes or more.

1.14 Downtime is only counted when the Licensed Software, or a substantial part thereof, is non-operational for a significant amount of End-Users and excludes insignificant or minor inconveniences for the End-Users.

1.15 In addition, the Licensed Software shall not be considered unavailable in any of the following circumstances, and such time shall be disregarded when calculating the Availability of the Licensed Software during any given reference period:

- Planned Maintenance, updates or upgrades including, without limitation, new releases;
- Emergency shutdowns necessary to protect the Licensed Software from malware, including but not limited to viruses, and any form of so called "denial of service" attacks or similar;
- Errors or failures to access the Licensed Software resulting from failures or communication problems beyond Alea's reasonable control (including without limitation the Internet or any other public or private networks or mobile phone networks);
- any act or omission of the Operator or any of its agents, contractors, third party service providers, Intermediaries or vendors, including, but not limited to a (i) failure to provide Alea with adequate access or information required in connection with the provision of the Licensed Software; (ii) failure to take any remedial action in relation to the provision of the Licensed Software to the Operator as recommended by Alea, or otherwise preventing Alea from doing so, or (iii) any other act or omission imputable to the Operator (including that of any third-party engaged by or claiming through the Operator) which causes Alea to be unable to meet any of the service levels provisions;
- a failure of equipment or hardware not supplied by Alea under this SLA;
- any failure by the Operator (including that of any third-party engaged by or claiming through the Operator) to use the then current version of the Licensed Software or any improper use, misuse or unauthorised alteration by an Operator (including that of any third-party engaged by or claiming through the Operator) of the Licensed Software;
- The Operator's negligence, fraud or wilful misconduct (including that of any third-party engaged by the Operator);
- Any force majeure event beyond the control of either of the Parties.

1.16 If Emergency Maintenance to the Gaming Gateway is required, Alea shall notify the Operator as soon as reasonably practicable and provide appropriate details in order to establish the extent to which the Maintenance work will have an impact on the availability of the Licensed Games.

Signed for and on behalf of

ALEA OVERSEAS N.V.

Signature:

Name:

Title:

Date:

DocuSigned by:

Chantal Van der Leij

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Proxy holder eMoore NV

Managing Director

5/25/2024

Signed for and on behalf of

THE OPERATOR

Signature:

Name:

Title:

Date:

DocuSigned by:

Lorand Robert Minyo

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LORAND ROBERT MINYO

Authorised Representative

22.05.2024