

IP AGREEMENT

Arrangements for the Operation of Online Games of Chance

OFFICIAL SEAL OF
THE AGGREGATOR

Between:

(I) Curaçao eGaming

The AGGREGATOR OF INFORMATION
("AI" or: "AGGREGATOR" or: "GRANTOR")

1668/JAZ

LICENSE REFERENCE

72819

COMMERCIAL REGISTER CURAÇAO EXCERPT NR.

And:

(II) Raean Exchange N.V.

the INFORMATION PROVIDER
("IP" or: "OPERATOR" or: "GRANTEE")

CEG_IP/2020-0108a

IP GRANT REFERENCE

155342

COMMERCIAL REGISTER CURAÇAO EXCERPT NR.

January 8th, 2020

SIGNING DATE*

0108a

IP/AI VERIFICATION CODE

CONTENTS |



INTRODUCTION

IP AGREEMENT

Recitals

General Terms and Conditions, Annexes and Defined Terms

CHAPTER A: Technical Requirements (B2B)

- A.1. General Standards and Policies
- A.2. Monitoring, Testing and the Exchange of information
- A.3. Website Display, Requirements and Prohibitions
- A.4. Territory and Access
- A.5. Infrastructure and Disaster Recovery
- A.6. Technical Reporting
- A.7. Suspension, Compliance Notifications and Dormancy Status

CHAPTER B: Relating to the End User (B2C)

- B.1. Responsible Gaming, Self-Exclusion and Code of Conduct
- B.2. Communicating with End Users
- B.3. Terms of Service
- B.4. Disputes between End User and Operator
- B.5. Reporting on responsible Gaming

CHAPTER C: Rules and Regulations on AML (B2B/C)

- C.1. AML-Procedures
- C.2. The UBO and other Key Individuals
- C.3. Board Substance Requirements
- C.4. Requirements for Agreements with Third Parties
- C.5. Prohibitions on Multiple Grants
- C.6. Financial Requirements
- C.7. Certification
- C.8. AML-Reporting

CHAPTER D: CLAUSES PERTAINING THE IP AGREEMENT

- D.1. Commencement and Termination
- D.2. Liabilities and Indemnification
- D.3. Confidentiality and Non-Disclosure
- D.4. Jurisdiction and Choice of Forum
- D.5. Miscellaneous

INTRODUCTION

This document pertaining a model legal agreement (the information provider agreement or: "**IP Agreement**") between an operator of Games of Chance and the holder of a license as meant in *article 1, section 1* of the Ordinance P.B. 1993, 63 ("**Aggregator**", formally named: the "**Master License Holder**"), has been designed in accordance with the guidelines as put forward by the organization for Economic Cooperation and Development ("**OECD**") in connection with the National Risk Assessment ("**NRA**").

As Operators within the insular territory of Curaçao are not allowed by the Government of Curaçao to handle cash flow the Aggregators have felt the necessity of putting adequate measures into place that help limit the national risks commonly associated with Money Laundering ("**ML**").

The said document helps to empower corporate services providers within the insular territory of Curaçao to work with local authorities to provide a framework for responsibility, transparency and fairness for End Users according to the principles of responsible gaming.

BACKGROUND

The 2015 OECD report on Mandatory Disclosure Rules provides a modular framework that enables countries to design a disclosure regime that fits their need to obtain early information on potentially aggressive or abusive tax planning schemes, as well as the promoters and users of such schemes.

Its recommendations provide the necessary flexibility to balance a country's need for better and more timely information with the compliance burdens for taxpayers.

The said document conforms with *Action 12* of the *OECD/G20 BEPS Project.1* Base Erosion and Profit Shifting ("**BEPS**") refers to tax planning strategies that exploit gaps and mismatches in tax rules to artificially shift profits to low or no-tax locations where there is little or on economic activity, resulting in little or on overall corporate tax being paid.

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- (iii)** the document cannot be used without the appropriate General Terms and Conditions, that have also been provided as Annex 2 with the IP Agreement;

Recitals | Refers to the "whereas" clauses that precede the main text of the Agreement. They provide a general idea about the Agreement such as, what the Agreement is about, who the Parties are, why they are signing the Agreement.

This agreement and its annexes hereinafter: the **"IP Agreement"** and the: **"Annexes"** is made by and between:

(i) A provider of Business to Business Services ("B2B Services"),

Curaçao Curaçao eGaming (Cyberluck Curaçao N.V.)

a company organized under the laws of Curaçao, having its registered office at Curaçao, registered in the local chamber of commerce under reference:

72819

and its office address at:

Pareraweg 45 Ground Floor, offices 0.11 & 0.12 KeyUno Bldg , Curaçao

(hereinafter: the **"Aggregator"**), represented by its statutory director,

Mrs. A.M.E. Snel-Guttenberg

(ii) A provider of Business to Consumer Services (**"B2C Services"**),

Raean Exchange N.V.

a company organized under the laws of Curacao, having its registered office at Curacao, registered in the local chamber of commerce under reference:

155342

and its office address at:

Hoogstraat 18 The Green House , Curaçao

(hereinafter: the **"Information Provider"**, or: the **"IP"** or: the **"Operator"** or: the **"IP-Operator"**), represented by its statutory director,

Pearl Trust & Management Corporation N.V.

Seal of the Aggregator



Aggregator and Operator hereinafter to be jointly referred to as: the "Parties";

1. WHEREAS, the Operator holds the ownership of the websites, domain names and URLs.
2. WHEREAS, the Operator desires to offer B2C Services to Curaçao non-residents (hereinafter: the "**End Users**") via its Websites as meant in **article 1, section 1** of the Ordinance P.B. 1993, 63 (hereinafter: the "**Ordinance**");
3. WHEREAS, the Aggregator has been granted a renewable license (the: "**Grant**") by the Governor of Curaçao with reference:

1668/JAZ

to offer the B2C Services as defined in Recital (b);

4. WHEREAS, it is precluded by the Government of Curaçao to receive any income derived from the activities as defined under Recital (b) within the jurisdiction of Curaçao via any means including however not limited to the use a local bank account within the Curaçao jurisdiction for the purpose as defined under Recital (b);
5. WHEREAS, the Aggregator for the reasons as defined under Recital (d) has refrained from offering B2C Services and has opted to offer B2B Services to international Operators instead;
6. WHEREAS, with reference to the memorandum of the government of Curaçao with reference 2018/042408+2018/037925, referenced as Dutch parliamentary enclosure 24.557, nr. 151, published to date February 5, 2019, Parties agree that the Curaçao legal framework allows the Aggregator to as grantor (the: "**Grantor**") conditionally provide the Grant on a non-exclusive basis to another party that has its corporate seat within the insular territory of Curaçao (the: "**Grantee**") as defined under Recital (b);
7. WHEREAS, the said condition as defined under Recital (f) includes a pledge of the Operator to provide the Aggregator with any information (hereinafter: "**Non-Personal Data**") that is required for the Aggregator to verify the Operator is in full compliance with legislation, regulations and is honoring its agreements with Third Parties that are not End Users, such as however not limited to Game Providers and Payment Service Providers;
8. WHEREAS, Parties agree that the Operator shall have and retain the ownership of the databases (hereinafter: the "**Databases**") that shall hold personal data (hereinafter: "**Personal Data**") of its End Users as defined in article 4 of the General Data Protection Regulation (hereinafter: the "**GDPR**") or alternate regulations, aimed at the protection of the Personal Data of End Users;
9. WHEREAS, in addition to the said condition as defined under Recital (h), the Operator pledges to comply with all the various local and international rules and regulations that apply to the End Users, regardless of the Territories they reside in;
10. WHEREAS in addition to the said condition under (i), the Operator explicitly pledges to comply with all international rules regarding Anti Money Laundering ("**AML**"), such as however not limited to the Directive (EU) 2018/843 of the European Parliament and of the Council of 30 May 2018 amending Directive (EU) 2015/849 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing, and amending Directives 2009/138/EC and 2013/36/EU (hereinafter: the "Fifth Anti Money Laundering Directive" or: "**5AMLD**");
11. WHEREAS in addition to the said condition as defined under Recital U), the Operator has pledged to register with the Financial Investigation Unit of Curaçao (hereinafter: the "**FIU**");
12. WHEREAS, the Operator has pledged towards the Aggregator the offering of its B2C Services in accordance with good industry practice (hereinafter: "**Good Industry Practice**");

13. WHEREAS, Parties agree that the Operator has the obligation to arrange measures aimed at safeguarding the interests of End Users, such as however not limited to the implementation of the standards (the: "**Standards**") of responsible gaming (hereinafter: "**Responsible Gaming**") and the implementation of the right to voluntary Self-Exclusion (hereinafter: "**Self-Exclusion**"), as well as non-voluntary exclusion;
14. WHEREAS, Parties agree that since accounts ("**Accounts**"), credits ("**Credits**"), funds ("**Funds**"), winnings ("**Winnings**"), losses ("**Losses**") and entitlements ("**Entitlements**") of End Users are of a personal and individual nature, the Operator shall for purposes of the safety of End Users as well as for AML purposes commit the End User to the obligation not to make any transfers of such elements to Third Parties;
15. WHEREAS, Parties agree that since the Operator has the obligation to properly arrange rights and responsibilities between the Operator and its End Users, the Operator shall properly commit its End Users by individual agreement via proper acceptance and logging of consent with terms and conditions of the Operator.
16. WHEREAS, Parties wish to commit to the mentioned arrangements by entering into the Agreement and they furthermore agree that the Agreement shall be governed by the general terms and conditions of the Aggregator (hereinafter: the "**General Terms and Conditions**")

NOW THEREFORE, the Parties agree to the Agreement and that the implementation of the Agreement shall be governed by the articles (hereinafter: the "**Articles**") as set out herein:

Article 1:

General Terms and Conditions, Annexes, Defined Terms and RF-Templates

All definitions and specific information on services between these specific Parties can be found in the Annexes. They are essential to be able to fully and properly understand the Agreement.

- a. To the IP Agreement apply the General Terms and Conditions of the Aggregator.,
- b. Unless the context otherwise requires, the defined terms (hereinafter: "**Defined Terms**" or: "**Terms**") as referenced in article 1 of the General Terms and Conditions. The General Terms and Conditions may be updated by the Aggregator and shall then replace the former version, provided that the said update has been notified in writing or via email and the update has been made available to the Aggregator.

- c. Any forms, templates and notifications used to register factual details between Parties on Policies, Incidents, Reporting, options, events shall be signed by the Parties and properly filed by the Aggregator, that shall keep a register of all said details that have been arranged by the Parties, deriving from the Agreement.

CHAPTER A: Technical Requirements (B2B)

The essential technical requirements for the Operation that Parties need to understand, can be found in this first chapter.

Article A.1.: General Standards and Policies

The Aggregator gets to set the general policies on what is allowed and what is not.

- A.1.1.** The Aggregator shall set and make available on a yearly basis, the general standards of B2C Services that the Operator is allowed to provide to End Users. as well as the circumstances and allowed environment under which the said services may be provided.
- A.1.2.** The general standards as referenced in Clause A.1.1. shall include a minimum of the following categories:
- i. a general overview of the main category types of Games of Chance allowed and prohibited as meant in article 13 of the Ordinance, such as, for example, Games of Chance that can be categorized as Blackjack or Roulette;
 - ii. general policies on payment conditions;
 - iii. general policies on wagers as meant in article 15 of the Ordinance;
 - iv. minimum standards on the quality of software used as meant in article 11 of the Ordinance;
 - v. general policies on transparency and fairness of the Games of Chance, offered as meant in article 17 of the Ordinance;
 - vi. general policies on proper storage of information, backup and disaster recovery requirements;
 - vii. general policies on how to communicate with the End User in the event of questions or problems, as meant in article 12 of the Ordinance.
- A.1.3.** The Aggregator shall on a yearly basis make available a motivated public risk qualification ("PRQ") which shall be:
- (i) average,
 - (ii) high, or
 - (iii) very high, of the B2C Services of the Operator, based on the type of services offered and compliance with the policies as set out in Clause A.1.2.

Article A.2.: Monitoring, Testing and Reporting

The Aggregator is entitled to all information it deems necessary to monitor and test the Operation, as long as it is Non-Personal Data.

- A.2.1.** The Aggregator shall on a frequent periodical basis, the frequency to be determined by the Aggregator, monitor and test the B2C Services regarding the Domain names, Websites, as referenced in Annex 1, offered by the Operator to the End User. The Aggregator shall establish whether or not the B2C services rendered by the Operator are in compliance with the policies as referenced in Clause A.1.1. and are furthermore in accordance with the Standards of Responsible Gaming, fairness and transparency with reference to articles 3 and 4 of the General Terms and Conditions.

- A.2.2. The Aggregator shall set and make available on a yearly basis, mandatory testing methodologies, at the expense of the Operator, in order to verify that the Operation is compliant with all standards as meant in Clause Testing shall furthermore include the reliability of random number generator technologies and methodologies in use as well as the reliability of the infrastructure of the Operator as meant in Article A.5.
- A.2.3. For the purposes as referenced in Clauses A.2.1. and A.2.2., the Operator shall provide all Non-Personal Data as referenced in recital (g) that the Aggregator deems necessary for the execution of its tasks, to be determined at the sole discretion of the Aggregator and within a reasonable time period.
- A.2.4. Notwithstanding anything to the contrary as referenced in Clause A.2.3., the Operator is required to provide the Aggregator with all data as referenced in articles 21 and 22 of the Ordinance. For the purpose of the Agreement, the referenced information shall be deemed necessary for the Aggregator to establish that the Operator is in full compliance with the standards as referenced in this Article.
- A.2.5. The Operator is required to at all times log and keep its Session Data available to the Aggregator for review purposes. The Aggregator may at any time provide instructions on the format and logging of the Session Data.
- A.2.6. Notwithstanding anything to the contrary as referenced in other Clauses of this Article, the Operator remains at all times solely responsible for the appropriate offering of B2C Services to its End Users.
- A.2.7. The Operator is obliged to timely and in full pay any fees due. The Operator shall never be entitled to any special circumstances, allowing for delay or refund of the said payment.
- A.2.8. The Aggregator shall be allowed to hire a Third Party to assist in the rendering of any B2B Services as referenced in Annex 2, provided that:
- a) the said assistance is relevant for compliance purposes;
 - b) a proper service agreement including a pledge of non-disclosure agreement is in place; and
 - c) the Third Party is of a good standing.
- A.2.9. The Operator is obliged to immediately however not later than one Business Day report an Incident to the Aggregator in any of the following events:
1. the Operator has been liquidated or adjudicated bankrupt or has been granted a moratorium of payments or has made any arrangement or composition with its or his creditors, or any of such event have become imminent;
 2. any Change of Control that has remained unreported;
 3. any Key Individual is indicted or convicted of any criminal offense or has been indicted or convicted in the past, not exceeding a statutory limit of ten (10) years prior to the undersigning of the Agreement;
 4. a Material Breach transpires that has remained unreported and, or unresolved;
 5. the Operator has not rendered B2C Services for ninety (90) consecutive Calendar Days.
- A.2.10. The Operator that has been granted Dormancy Status as referenced in Clause A.7.10., shall be exempt from its obligations deriving from Article A.2. with the exception of Clauses A.2.5. A.2.6., A.2.7, A.2.8. and A.2.9(e).

Article A.3.: Website Display, Requirements and Prohibitions

This article explains what is allowed or even required to display as well as what is prohibited. No Websites are allowed without a properly formatted Seal of the Aggregator.

- A.3.1. Provided the Operator meets all qualifications as they derive from the Agreement, the Aggregator shall provide the Operator with the validation seal (hereinafter: the "**Seal**") as proof to Third Parties that the Operator complies with the Standards of Responsible Gaming.
- A.3.2. The Operator is required to display the Seal on the Websites according to the instructions of the Aggregator. No images of the Seal may be copied and pasted on the Websites. The Seal needs to be fully visual on the Websites at all times. No methods whatsoever may be used to partially or even fully hide the Seal. Failure to properly display the Validation Seal shall at all times constitute a Material Breach.
- A.3.3. The Operator is required to at all times include separate and individual links in the Footer of its Websites to information on its policies.
- A.3.4. Information in the Footer as referenced in Clause A.3.3. is mandatory regarding the following categories:
 - 1. Terms of Service;
 - 2. Responsible Gaming;
 - 3. Self-Exclusion;
 - 4. Dispute Resolution;
 - 5. AML;
 - 6. Fairness & RNG Testing Methods;
 - 7. KYC Policies, Privacy & Management of Personal Data;
 - 8. Account, Payouts and Bonuses.
- A.3.5. Notwithstanding anything to the contrary as referenced in other Clauses in this Article, the Footer needs to include the full name of the Operator and its statutory address, as well as the contact address to communication with End Users.
- A.3.6. Notwithstanding anything to the contrary as referenced in other Clauses in this Article, the Footer needs to include a separate and individual link to the Terms of Service. The page on which the Terms of Service are displayed, should include a visual button displayed on the Website with the text: "Print", that allows the End User to print the displayed Terms of Service.
- A.3.7. Notwithstanding anything to the contrary as referenced in other Clauses in this Article, it is not allowed to display any references, such as however not limited to names, logos, icons, projects, seals, programs, Software, payment solutions and projects of Third Parties without a valid agreement between Third Parties and the Operator that allows the Operator to legally display the said information.
- A.3.8. The Operator is not allowed to offer any B2C Services to End Users via its Websites, if it is not in full compliance with the display requirements as referenced in this Article.
- A.3.9. Notwithstanding anything to the contrary as referenced in other Clauses in this Article, the Aggregator may at all times instruct the Operator to amend and or to include any information displayed on the Websites.
- A.3.10. The Operator that has been granted Dormancy Status as referenced in Clause A.7.10., shall publish a preformatted notification and adjusted Seal on all of its Suspended Websites, as provided by the Aggregator, clearly stating that its B2C Services have been temporarily suspended. All Clause of Article A.2. continue to apply for Operators that have been granted Dormancy Status.

Article A.4.: Territory and Access

This article defines rules and regulations regarding access to the Websites.

- A.4.1. The Operator is not allowed to offer B2C Services to any person that is residing in a Territory if this has been prohibited by any agreement with Third Parties, such as, however not limited to Payment Processors and Game Providers. It is the sole responsibility of the Operator to be aware of any limitations deriving from the said prohibitions to its B2C Services.
- A.4.2. The Operator is obliged to arrange that persons residing in Territories that are prohibited as meant in Clause A.4.1., shall not be able to view or access the Website. As a replacement, the Operator shall arrange for the display of a notification in such cases, explaining why the said person is not allowed to see the said Content.
- A.4.3. The Operator shall at all times observe national as well as International rules and regulations that allow or prohibit display of Content, for which the Operator is solely responsible.
- A.4.4. The Operator is required to Report, as an Incident as meant in Clause A.6.6., any notification of any Regulator stating that the Operator has allowed persons in a prohibited Territory to view or access the Website as meant in Clause A.4.2. within one Business Day after the said notification has been received. Failure to do so or timely do so shall result in a Material Breach of the Agreement. The Operator is obliged to respond to the Regulator that issued the notification, within the demanded timeframe.
- A.4.5. The Aggregator shall on a mandatory basis as part of its Services Package arrange for any measures necessary, costs to be borne by the Operator, if the Operator is found to be in breach of compliance with any requirement, as meant in this Article.
- A.4.6. The Operator that has been granted Dormancy Status as referenced in Article A.7.10., shall not be exempt from any of its obligations deriving from Article A.4. and shall therefore remain fully responsible for the Operation during the time of dormancy.

Article A.5.: Infrastructure and Disaster Recovery

The Operator is required to take care of its technical infrastructure and is furthermore required to have sufficient redundancy measures in place.

- A.5.1. Parties agree that the Operator shall be solely responsible for any technical issues in connection with its B2C Services.
- A.5.2. The Operator is obliged to provide the Aggregator with an actual overview of its technical infrastructure and keep such overview updated at all times.
- A.5.3. The overview as referenced in Clause A.5.2. should reflect that the Operation meets the standards of Good Industry Practice, such as, however not limited to adequate backup as well as disaster recovery (hereinafter: **"Disaster Recovery"**) procedures. The Aggregator may furthermore instruct the Operator to include specific information in the said overview.
- A.5.4. The Operator is required to file an Incident Report as referenced in Article A.6. if an event transpires that is not in line with Good Industry Practice as meant in Clause A.5.3. and furthermore has the potential to disrupt operational processes, such as, however not limited to a substantial Defect in the operation of the Website, misuse or unauthorized use of software, or any breach of regulations aimed at the protection of Personal Data.
- A.5.5. The Aggregator has the option to, at all times, Audit the technical infrastructure of the Operator if it finds indications that the Operator is not in compliance with the requirements as referenced in Clause A.5.2. Costs of the said Audit shall be borne by the Operator.
- A.5.6. The Operator that has been granted Dormancy Status as referenced in Article A.7.10., shall not be exempt from any of its obligations deriving from Article A.5. and shall therefore remain fully responsible for the Operation during the time of dormancy.

Article A.6.: Technical Reporting

The Operator required on a regular basis to report to the Aggregator on the status of its technical infrastructure. It is also required to report to the Aggregator in the event of any incidents.

- A.6.1. For the purpose as referenced in this chapter ("**Chapter A**"), the Operator shall appoint a Data Protection Reporting Officer, (hereinafter: the "**DPRO**") shall be responsible for the filing of a Quarterly preformatted Data Protection Report (hereinafter: the "**DPR**") on matters of Data Protection with the designated authorities.
- A.6.2. The DPRO shall be responsible for the drafting of the DPR and shall timely present a properly filled out DPR to the Director for review and approval and filing with the authorities as meant in Clause A.6.1.
- A.6.3. The Report as meant in Clause A.6.1. shall at minimum include the following information:
- an overview of used Hardware and Software, including proof of licensing;
 - key figures on disputes between the Operator and Third Parties, including however not limited to Complaints received by the Operator regarding licensing;
 - actual overviews of:
 - 5. website Seal displays;
 - 6. geo-blocking measures;
 - 7. Disaster Recovery Procedures;
 - results on testing methodologies as meant in Article A.2.;
 - any Incidents.
- A.6.4. The DPRO shall provide the Aggregator with a copy of each DPR.
- A.6.5. Notwithstanding the obligation to file reports on a regular basis as defined in the IP Agreement, for which purpose the Aggregator shall make a template available, the Operator is also required to Report Incidents to the Aggregator at the time these Incidents transpire. Failure to timely and properly do so, shall result in a Material breach of the Agreement as referenced in Clause A.2.10.(d)
- A.6.6. The said obligation to file an Incident Report as meant in Clause A.6.1. shall always exist in the following circumstances:
- Any notification of infringement regarding Territory or other Regulatory Infringement as meant in Clause A.4.4.;
 - Violations of Good Industry Practice as referenced in Clause A.5.3.;
- A.6.7. The Operator that has been granted Dormancy Status as referenced in Article A.7.10., shall not be exempt from any of its obligations deriving from Article A.6. and shall therefore remain fully responsible for the Operation during the time of dormancy.

Article A.7.: Suspension, Compliance Notifications and Dormancy Status

Pending breaches of Compliance, the Aggregator has the option to in part or in full suspend the Operation for a limited period of time or indefinitely. The Aggregator may opt to combine such Suspension with a warning to relevant partners in the Gaming Industry.

- A.7.1. Other Articles, the Aggregator may, free from any liabilities, Suspend any Seals in connection with the Operator or any other Seals of Websites in connection within the Concern that the Operator belongs to, such as however not limited to Subsidiaries, resulting in the Website going offline, as early as ten (10) Business Days after the Operator has been notified by the Aggregator, that it:
- 2. has failed to timely pay its Service Package Fees and is ten (10) Business Days or more

overdue after having received notification of the Aggregator;

3. has not properly and timely reacted to requests for Key Information, such as however not limited to technical or financial information as well as any Non-Personal Data that the Aggregator deems relevant.
- A.7.2. In the event of a Suspension as meant in Clause A.7.1. is executed, it shall inform the Operator the moment that the Suspension has been executed as well as the moment that the Suspension has been lifted.
- A.7.3. The Aggregator shall provide the Operator with a last notification that it has the intention to Suspend, at least two (2) Business Days prior to execution of the Suspension.
- A.7.4. Notwithstanding anything to the contrary as referenced in other Clauses in this Article, the Aggregator may Suspend at any time with immediate effect, without the requirement to notify as meant in Clause A.7.3., or observance of any notice period, free from any liabilities, in the event that:
1. The Operator has been liquidated or adjudicated bankrupt or has been granted a moratorium of payments against its creditors;
 2. A Change of Control takes place that has not been notified to the Aggregator within two (2) Business Days;
 3. Any Key Individual is indicted or convicted of any criminal offense or has been indicted or convicted in the past, not exceeding a statutory limit of ten (10) years prior to the undersigning of the Agreement, including failure to disclose such events at the time Parties entered into the Agreement;
 4. A Material Breach transpires that has remained unreported;
 5. The Operator is not represented by a board of directors, or management is unauthorized or unlicensed;
 6. Any breaches of article C.5.;
 7. Manipulation of any kind of the Seal;
 8. Manipulation of any kind of the Terms of Service
 9. The Operator has committed any kind of fraud towards the Aggregator or any Third Party, including End Users;
 10. The Operator has not rendered B2C Services for 90 (ninety) consecutive Calendar Days without registering for Dormancy Status.
- A.7.5. If it is established that the Operator or any of its Key Individuals have willingly, deliberately been involved in the manipulation as meant in Clause A.7.4. (g) and (h), the Aggregator may, per individual event, impose a penalty to the Operator, immediately collectable, of ten thousand (€ 10,000) euro, notwithstanding the right of the Aggregator to claim compensation for damages caused.
- A.7.6. Once Suspension has commenced, the Aggregator shall have the obligation to send out a Compliance Notification to the Gaming Industry. Furthermore, the Aggregator may opt to add the Compliance Notification to a Public Record, combined with additional information regarding the Compliance Notification.
- A.7.7. The Compliance Notification shall include the reason for Suspension, a qualification of the gravity of the reason to Suspend, information on any imposed penalties, as well as information of the Key Individuals of the Operator and the Concern it belongs to. The information may include, however is not limited to, referrals to public information of the Key Individual, his connection to the Operator and, or Concern, involvement of the Key Individual in the cause of the events that have led to the Suspension, as well as contact details.

- A.7.8. Once the Aggregator has sent out the Compliance Notification, it is required to keep the Gaming Industry updated by sending out another Compliance Notification if the status of the Suspension has changed, explaining the reason for such change, adding such notification to the Public Record.
- A.7.9. Any Suspension in accordance with this Article shall be deemed a Material Breach for the purpose of the IP Agreement.
- A.7.10. The Operator who wishes to temporarily suspend its activities on a voluntary basis, may register with the Aggregator for Dormancy Status. During this time, the Operator shall be allowed to retain its structure and leave its agreements with Third Parties intact, as if its status would not be dormant, provided the respective Third Parties shall allow a period of such dormancy. Application for Dormancy Status does not result in any refund of fees already paid or due.
- A.7.11. The Operator may retain its Dormancy Status up to the end of the fourth Quarter after the Calendar Day on which it applied for Dormancy Status, after which it may opt to request to lift voluntary Suspension. Failure to do so, shall lead to Termination as referenced in Clause D.1.2., provided that the Operator has given timely notice as meant in Clause D.1.2.
- A.7.12. In the event the Operator enters into Dormancy Status, the Operator shall send out a Compliance Notification, stating that the Grant of the Operator has been suspended on a voluntary basis in connection with dormancy of the Operation. Clauses A.7.1., A.7.3., A.7.4.U), A.7.6., A.7.7. and A.7.9. shall not apply to an Operator that has been granted Dormancy Status.
- A.7.13. The Operator shall not be granted Dormancy Status if it has not paid the fee for application for Dormancy Status in full.
- A.7.14. The Operator that has not rendered B2C Services for 90 (ninety) consecutive Calendar Days and has furthermore not applied for Dormancy Status, shall be in Material Breach.

CHAPTER B: Relating to End Users (B2C)

Rules and Regulations for the Operator in dealing with End Users can be found in this second chapter. This chapter includes rules and regulations for End Users as well. Hence, this chapter includes obligations for the Operator to commit the End Users to these rules and regulations as well, via its terms of service

Article B.1.: Responsible Gaming, Self-Exclusion, Code of Conduct

The Aggregator gets to set the policies that matter to End Users the most. The policies shall be transparent and therefore made public and these policies should be in line with international Standards of Good Industry Practice. The Operator as the one dealing with End Users directly, shall be responsible for the proper execution of the said policies.

- B.1.1. The Operator shall commit to having adequate measures in place to comply with the Standards of Responsible Gaming and the option to voluntarily exclude or Self Exclude, which measures shall be available to the public and have therefore been included in article 3 of the General Terms and Conditions.
- B.1.2. The Operator shall commit to the Code of Conduct, that shall be available to the public and has therefore been included in article 2 of the General Terms and Conditions.
- B.1.3. Notwithstanding anything to the contrary as referenced in Clauses B.1.1. and B.1.2. the Operator is required to always keep its B2C Services to the End User responsible, transparent and fair.

Article B.2.: Communicating with End Users

Any communications with End Users should be handled by the Operator in a professional manner. The Aggregator shall only intervene if it finds that the said communications has not been in line with set policies.

- B.2.1. Parties agree that the Operator is solely responsible for the handling of communication with the End User, including however not limited to complaints filed by or on behalf of the End Users.
- B.2.2. Complaints of End Users should be addressed properly, timely and in accordance with the Standard of Good Industry Practice, at the latest fourteen (14) Business Days after said Complaints have been filed.
- B.2.3. The Operator is obliged to have a procedure in place that allows for the proper escalation, reporting and registration in the handling of Complaints of End Users, including however not limited to directions available to the End User on how to file a Complaint. The said Procedure needs to be accessible by the End User via a link on the website. The Operator is furthermore required to include the said Procedure in its Terms of Service.

Article B.3.: Terms of Service

The Operator is required to draft Terms of Service.

- B.3.1. The Operator is required to draft Terms of Service, that shall include the information as referenced in Clause A.3.4.
- B.3.2. Notwithstanding anything to the contrary as referenced in Clause B.3.1., the Terms of Service shall also include the information as referenced in Clauses B.4.1., B.4.2., B.4.5., B.4.8.
- B.3.3. Notwithstanding anything to the contrary as referenced in Clauses B.3.1. and B.3.2., the Operator is obliged to include in its Terms of Service, a prohibition to transfer any claims of End Users or elements related, such claims as, however not limited to: Accounts, Credits, Funds, Winnings and Entitlements, on the penalty that these potential claims shall lapse.
- B.3.4. The Operator is obliged to include in its Terms of Service, information on the procedure it will follow in the event that it shall wind up its Operation as meant in Clause D.1.3.
- B.3.5. The Operator is required to properly reference to the Terms of Service in any agreement with the End User under the notification that the Terms of Service shall apply to all the B2C services rendered to End Users.

- B.3.6. The Operator shall notify the Aggregator within two Business Days after any change in the Terms of Service has been made.
- B.3.7. Manipulation of any kind of Terms of Service, including however not limited to including temporary changes in the event of disputes, may lead to immediate Suspension as referenced in Clause A.7.4. (h).

Article B.4.: Disputes between End User and Operator

Disputes should be handled in a professional manner. The Operator should expeditiously take care of any properly filed Complaints. The End User should bring any information forward to assist in this process as soon as possible, as this would be in the interest of all parties involved. The Aggregator shall intervene if finds that the set out policies are not being followed.

- B.4.1. The Operator is obliged to include in its Terms of Service, the obligation of the End User to notify, as a Complaint, the Operator within seven Calendar Days after the Session Date, that he disagrees, as a Complaint, with the outcome of a specific Game of Chance.
- B.4.2. Notwithstanding anything to the contrary as referenced in Clause B.4.1., the Operator is obliged to include in its Terms of Service, the obligation of the End User to notify, as a Complaint, the Operator within one (1) Calendar Month after the Session Date, that he, as a Complaint, disagrees with any other matters, not directly related to the outcome of a specific Game of Chance as referenced in Clause B.4.1., however in relation to his Account, such as however not limited to matters of Payout, Suspension and the Calculation of bonuses.
- B.4.3. The Operator has the option to propose to the End User an attempt to resolve the Complaint by means of Mediation, which shall process shall be non-binding and voluntary.
- B.4.4. The Operator shall file an Incident Report with the Aggregator if a Complaint as referenced in Clauses B.4.1. and B.4.2. has not been handled in line with the Standards of Good Industry Practice. This shall always include Complaints by any Third Party that have not been resolved after fourteen (14) Business Days.
- B.4.5. Notwithstanding anything to the contrary as referenced in Clauses B.4.1. and B.4.2., the Operator is obliged to include in its Terms of Service, an exclusive referral of any unresolved disputes to binding Arbitration, that shall as an exclusive forum resolve the matter.
- B.4.6. The Operator shall be allowed to opt for any forum of Arbitration as meant in Clause B.4.5., under the condition that meets the following cumulative qualifications:
- (a) the arbitral tribunal has been established by national law of the nation in which it resides;
 - (b) the arbitral tribunal resides within any of the member states of the EU or the United Kingdom;
 - (c) arbitral procedures have not been flagged by any regulatory body of the EU as partial and, or substandard;
 - (d) the place of arbitration shall be within the EU or the United Kingdom;
 - (e) arbitral proceedings shall be held in the English language;
 - and
 - (f) the Aggregator has approved the said mandatory reference.
- B.4.7. The Operator is obligated to register their choice of mandatory reference with the Aggregator, as soon as the IP Agreement has entered into force.
- B.4.8. Notwithstanding anything to the contrary as referenced in Clauses B.4.1., B.4.2. and B.4.5., the Operator is obliged to include in its Terms of Service, the obligation of the End User to initiate the procedure of binding Arbitration as meant in Clause B.4.5. within three hundred and sixty five (365) days after the Session Date. Failure to do so shall result in any potential claims, rights or entitlements to compensation, damages, expenses becoming unenforceable.

- B.4.9. In the event any action, suit or proceeding is brought against the Operator or its affiliated company by a Third Party, with respect to which the Operator may have liability under the Agreement, the Operator shall report, as an Incident, to the Aggregator of such claim or liability within two (2) Business Days.
- B.4.10. The Operator shall refrain from committing to any settlements, statements or otherwise in matters of binding Arbitration, exceeding an interest of twenty five thousand Euro without proper and timely consultation of the Aggregator, with at least giving notice of five (5) Business Days to the Aggregator of the intention to settle.

Article B.5.: Reporting on Responsible Gaming

This article arranges the need for an operator to report every Quarter to the designated authorities.

- B.5.1. For the purpose as referenced in this chapter ("Chapter B"), the Operator shall appoint a Responsible Gaming Reporting Officer, (hereinafter: the "RGRO shall be responsible for the filing of a Quarterly preformatted Responsible Gaming Report (hereinafter: the "RGR") on matters of Responsible Gaming with the designated authorities.
- B.5.2. The RGRO shall be responsible for the drafting of the RGR and shall timely present a properly filled out RGR to the Director for approval and filing with the authorities as meant in Clause B.5.1.
- B.5.3. The Report as meant in Clause B.5.1. shall at minimum include the following information:
1. a general description of the policies of Responsible Gaming that have been implemented, including any updates or material changes, including however not limited to any changes in Terms of Service;
 4. key figures on Disputes between End Users and the operator, including however not limited to the number of Complaints that were filed, and a description of the outcome;
 5. a detailed description of any Disputes that were referred to voluntary Mediation or binding Arbitration;
 6. key figures on Self-Exclusion, non-voluntary Exclusion as well as suspected and identified cases of irregular behavior by End Users;
 7. any Incidents.
- B.5.6. The RGRO shall provide the Aggregator with a copy of each RGR.
- B.5.7. The Operator that has been granted Dormancy Status as referenced in Article A.7.10., shall not be exempt from any of its obligations deriving from Chapter B and shall therefore remain fully responsible for the Operation during the time of dormancy.

CHAPTER C: Rules and Regulations on AML (B2B/C)

The third chapter deals with rules and regulations to combat money laundering. It includes instructions on identification of Key Individuals, including UBO's and introduces Standards of Substance.

Article C.1.: AML Procedures

The Operator need to have a properly maintained AML Procedure in place. Such AML Procedure shall have minimum requirements.

- C.1.1. The Operator shall have an adequate AML Procedure in place, as required by local and international oversight.
- C.1.2. The Operator is required to register the AML Procedure as referenced in Clause C.1.1. with the Aggregator and is furthermore is to keep the AML Procedure up to date and in full compliance.

Article C.2.: The UBO and other Key Individuals

The Operator needs to have at all times a full overview available on Key Individuals. This includes UBO's.

- C.2.1. Prior to any B2C Services provided, the Operator is obliged to identify as well as register every natural individual whose knowledge and experience are essential to an adequate performance of the Operator ("Key Individual"), including UBO's, with the Aggregator. It is required to keep this information updated, as per relevant Curaçao and international legislation.
- C.2.2. The Operator pledges to actively establish that the registered UBO of the Operator, a Key Individual, is holding the Ownership for himself and not, as a Fiduciary, on behalf of other individuals or entities.
- C.2.3. The Operator pledges to actively establish that no Key Individuals are misrepresenting their position relating to the Operator, such as however not limited to UBO's who act as advisors to the Operator, without disclosing that they are UBO, or individuals without any involvement in the Operator or substance, who misrepresent themselves as a Key Individual.
- C.2.4. Key Individuals representing the Operator are at all times obliged to disclose their name in communication between Parties. Sole reference by Key Individuals to a general department is prohibited.
- C.2.5. Notwithstanding anything to the contrary as referenced in other Clauses and Articles, all Key Individuals are required to at all times be familiar with all rules and regulations that touch on B2C Services rendered by the Operator and to stay informed on any changes and developments.
- C.2.6. Notwithstanding anything to the contrary as referenced in this Article, the Operator vouches for the performances of Key Individuals as if these performances have been its own.
- C.2.7. The Aggregator may, without any liability, opt to Report Key Individuals that are in breach of Clauses C.2.2., C.2.3. and, or, Clause A.7.4. to the appropriate authorities of the country of which they are resident.

Article C.3.: Board Substance Requirements

The Operator shall comply with the local Substance Requirements of Curaçao, pertaining its Board of Directors.

- C.3.1. The Operator is at all times obliged to have its statutory as well as office address within the insular territory of Curaçao as meant in article 1 of the Ordinance and to have its board being licensed and under supervision of the Central Bank of Curaçao and Saint Maarten.
- C.3.2. The Operator pledges that all resolutions of the Board are made within the insular territory as meant in clause C.3.1.

Article C.4.: Requirements for Agreements with Third Parties

The Operator shall abide by the policy agreements as determined by the Aggregator.

- C.4.1. It is prohibited for the Operator to enter into any agreement that is not of Substance, such as however not limited to agreements in which B2C Services are retained from foreign entities that have not employed any staff.
- C.4.2. It is prohibited for the Operator to enter into any agreement that misrepresents the intention of such agreement by content or title, such as however not limited to cost sharing agreements, service agreements and intellectual property license agreements, solely aimed at redistribution of wealth and, or income by other means than via dividend distribution.
- C.4.3. It is prohibited for the Operator to enter into any agreement that shall shift any of its responsibilities for the B2C Services to another person. The Operator shall at all times accept full responsibility for all interactions with End Users, such as however not limited to marketing activities as well as other activities traditionally performed by Affiliates.
- C.4.4. It is prohibited for the Operator to, without prior approval as meant in Clause C.4.5. by the Aggregator, allow any Third Party to enter into an agreement on its behalf. The said prohibition includes any Subsidiaries or the Holding Company of the Operator.
- C.4.5. As an exception to Clause C.4.4., the Operator shall be allowed to allow another Third Party to enter as an intermediary into an agreement on its behalf, if it meets the following, cumulative, qualifications:
1. the Operator does not qualify as a Subsidiary to any Third Party;
and
 2. the Operator is not allowed by the Third Party to enter into the said agreement, such as in the event, however not limited to the restriction as referenced in Recital (d);
and
 3. the Operator shall by agreement with the intermediary assume full responsibility for any liabilities deriving from the said agreement with the intermediary;
and
 4. both agreements as referenced in Clauses C.4.4. and Clause C.4.5. (iii) have been approved by the Aggregator in advance.
- C.4.6. The Operator is not allowed to enter into any agreement to offer B2B Services to Third Parties, such as, however not limited to providing content to a Third Party who is not the End User.
- C.4.7. As an exception to the prohibition as referenced in Clause C.4.6. the Operator shall be allowed to enter into such an agreement as referenced in Clause C.4.6., if the following cumulative conditions have been met:
- (i) the Operator has been declared Fit and Proper by the Aggregator to render services as referenced in Clause C.4.6.;
 - (ii) the agreement as referenced in Clause C.4.6. has been approved by the Aggregator in advance.
- C.4.8. Whether the Operator is qualified as meant in Clause C.4.7. (i) is left to the sole discretion of the Aggregator.
- C.4.9. The Operator is required to provide the Aggregator with any relevant information in connection with any agreements, such as however not limited to annexes, enclosures and side letters to such agreements. The Aggregator shall manage and retain a register of all active and inactive agreements regarding the rendering of B2B Services by Third Parties to the Operator. Management and maintenance of the said registry does not constitute a review of the content of the said agreements, for which the Operator remains solely responsible.

Article C.5.: Prohibition on multiple Grants

The Operator cannot hold multiple Grants at the same time and is required to report the existence of another Grant, prior to the closing of the IP Agreement. Existing Grants within the Concern of the Operator need to be reported as well.

- C.5.1. The Operator declares to have reported the existence of any prior, active or non-active, arrangements for the Operation of Online Games of Chance with other aggregators in Curaçao,
- C.5.2. Failure to timely and fully report such existence as meant in Clause 2.6. of the General Terms and Conditions, shall constitute a Material Breach, as the Operator is not allowed to hold multiple Grants.
- C.5.3. The Operator that is Affiliated with a Concern that is already holding a Grant with another aggregator shall not be allowed to hold another Grant without prior permission of both of those aggregators.
- C.5.4. The Aggregator may opt to, without any liability, add any information such as, however not limited to the identity of Key Individuals, regarding the existence of the said multiple Grants available to a Public Record.

Article C.6.: Financial Requirements

The Operator needs to make sure that its financial statements are in order. It needs to comply to audits and it needs to be sufficiently solvent.

- C.6.1. Parties agree that the Operator shall be solely responsible for issues of Solvency, including however not limited to Payouts and Bonuses.
- C.6.2. The Operator is required to verify and have proof on file that, to the best of its knowledge:
1. its yearly balance sheets comply with all principles with local and international taxation;
 2. the Operator is sufficiently Solvent, as meant in article 17 of the Ordinance;
 3. the Operator has fulfilled all of its filing requirements, pertaining taxation, such as however not limited to profit tax, wage tax and turnover tax;
 - (iv) the Operator is not regarded as a tax resident in any other country than Curaçao;
 4. the Operator is holding an amount of equity capital appropriate to adequately perform all Operations, including risks already incurred.
- C.6.3. At all times, the Aggregator has the option to Audit the financial statements and Administration of the Operator, costs are to be borne by the Operator.
- C.6.4. The Operator shall not be allowed to make use of Crypto Currency in the offering of B2C Services to End Users without explicit approval in writing by the Aggregator. Failure of to have obtained such approval shall qualify as a Material Breach.
- C.6.5. The Operator shall not in any way engage into the offering of Contracts for Difference ("CFD's"). Failure to comply with this Clause shall qualify as a Material Breach.

Article C.7.: Certification

This article arranges the need for the Operator to register every Third Party rendering services with the Aggregator for Certification purposes.

- C.7.1. The Operator shall register any Third Party rendering services with the Aggregator for Certification purposes.
- C.7.2. The information required for Certification shall include at minimum:
1. the nature of services rendered to the Operator;
 2. the formation date of the Third Party;
 3. the statutory address of the Third Party and contact person;

4. the UBO's of the Third Party;
5. a breakdown of estimated fees;
6. whether or not the Third Party is affiliated to the Operator.

C.7.3. The Operator shall only be allowed to avail itself of any services rendered by a Third Party that has been Certified.

C.7.4. Only a Third Party that is Fit and Proper shall be certified.

Article C.8.: AML- Reporting

This article arranges the need for an operator to report every Quarter to the designated authorities.

- C.8.1. For the purpose as referenced in this chapter ("Chapter C"), the Operator shall appoint a Money Laundering Reporting Officer, (hereinafter: the "MLRO") shall be responsible for the filing of a Quarterly preformatted Report, pertaining a risk analysis on Money Laundering (hereinafter: the "MLR") with the designated authorities.
- C.8.2. The MLRO shall be responsible for the drafting of the MLR and shall timely present a properly filled out MLR to the Director for approval and filing with the authorities as meant in Clause C.8.1.
- C.8.3. Notwithstanding anything to the contrary as referenced in Clause C.8.1., the MLRO shall also be responsible for ensuring that, when appropriate, the information of any other matter leading to knowledge or suspicion, or reasonable grounds for knowledge or suspicion of Money Laundering is properly disclosed to the relevant authority.
- C.8.4. The Report as meant in Clause C.8.1. shall at minimum include the following information:
- (i) a general description of the policies on AML that have been implemented, including any updates or material changes;
 - (ii) any suspicions or Money Laundering;
 7. any Incidents.
- C.8.5. Whenever events transpire as meant in Clause C.8.4. (ii) and (iii) the MLRO shall, in exception to Clause C.8.1. directly report such events to the designated authorities.
- C.8.6. The MLRO is allowed to combine other duties, if this may be deemed appropriate.
- C.8.7. The MLRO shall provide the Aggregator with a copy of each MLR.
- C.8.8. The Aggregator may order an Audit of the Administration of the Operator, costs to be borne by the Operator if it has a reasonable suspicion of Money Laundering or risks of Money Laundering.
- C.8.9. The Operator that has been granted Dormancy Status as referenced in Article A.7.10., shall not be exempt from any of its obligations deriving from Chapter C and shall therefore remain fully responsible for the Operation during the time of dormancy.

CHAPTER D: Clauses pertaining the IP Agreement

The last chapter deals with details pertaining the IP Agreement.

Article D.1.: Commencement and Termination*The IP Agreement may be terminated prematurely under specific circumstances.*

- D.1.1. The IP Agreement takes effect after approval in writing by the Parties and is entered into for a period of one (1) year after such given approval. With the exception of prior and timely notice of termination, its duration is extended with the same period each year.
- D.1.2. Each Party may terminate the Agreement at any time with a prior written notice that has to be received by the other Party, at the latest three (3) Calendar Months before the current period lapses.
- D.1.3. During the notice period as meant in Clause D.1.2., the Operator is required to complete a procedure as provided by the Aggregator ("Wind Up Procedure") that shall effectively terminate the Structure of the Operator, such as however not limited to a notification for End Users and Third Parties, to be published on all to be terminated Websites that the Operator shall wind up its Operations. During the said period, Parties shall remain bound to perform the obligations resulting from the Agreement.
- D.1.4. If the Agreement is terminated by the Aggregator due to a Material Breach, it is required to report a Compliance Notification as meant in Article A.7.
- D.1.5. In the event of Material Breach, any fees paid by the Operator shall be non-refundable.

Article D.2.: Liabilities and Indemnification*The Aggregator has applied limitations of liability.*

- D.2.1. The Operator commits, any existing indemnifications notwithstanding, to hold harmless and fully indemnify the Aggregator against any costs, claims, damages, penalties and regulatory infringements including however not limited to infringements of intellectual Property Rights ("IPRs") of Third Parties. This includes any liabilities in connection with any agreements that already exist with Third parties prior to any agreement with the Aggregator.
- D.2.2. Notwithstanding anything to the contrary as referenced in Clause D.2.1., the Operator shall also hold harmless and shall fully indemnify any legal entities as well as natural individuals that are acting, directly or indirectly, in an official capacity on behalf of the Aggregator.
- D.2.3. With reference to this Article, the Operator shall provide full and immediate adequate compensation for any foreseeable cost, disbursement, legal fees, investigation fee, bailiff fees, court fees or other related fees, loss of income, damage or otherwise.
- D.2.4. Notwithstanding anything to the contrary as referenced in the Agreement, the Aggregator shall never be held liable by the Operator for any affairs regarding the rendering of any B2C services by the Operator.
- D.2.5. The Aggregator can never be held liable for any shortcomings that have already existed prior to the undersigning of the Agreement.
- D.2.6. Notwithstanding anything to the contrary as referenced in the Articles, liability of the Aggregator shall never exceed the amount of fifty thousand Euro and can potentially only exist in the event of gross negligence committed by the Aggregator.
- D.2.7. Notwithstanding anything to the contrary as referenced in the Articles, the Operator has the obligation to direct a notification in writing of any shortcomings in the fulfilment of its duties of the Aggregator within a statutory time limit of one (1) year after such shortcomings have been or could be reasonably noted by the notifying Party. Failure to do so will forfeit any claims against the Aggregator.

- D.2.8. The Aggregator shall, without accepting any additional liability, at all times be allowed to correct, amend and upkeep any tasks he deems necessary that have been left unfulfilled or have not been timely attended to. In such an event, the Aggregator may contract any Third Party on behalf of the Operator to do so. The additional efforts of the Aggregator as well as contracted Third Parties shall at all times be billable to the Operator.

Article D.3.: Confidentiality and Non-Disclosure

Limitations in sharing information to Third Parties apply.

- D.3.1. Without the prior approval in writing of Parties, no Party shall disclose, neither direct or indirect, to any Third Party any confidential information such as however not limited to IPRs, statistics, projections, strategies, taxation and finance.
- D.3.2. The obligations referred to in this Article shall remain in force, also after the termination of any relevant agreements.
- D.3.3. The Aggregator may without prior approval disclose information, if it is required to do so by legislation, by court order, by agreements it has committed to, by other agreements between Third Parties, and, or, in the event of a Material Breach.

Article D.4.: Jurisdiction and Choice of Forum

Parties have opted to resolve their differences via binding Arbitration.

- D.4.1. The Agreement is governed by and construed in accordance with the Laws of Curaçao.
- D.4.2. In the event of any dispute, controversy or claim between Parties regarding any matter, including the IP Agreement, the Parties explicitly agree, unless mutually decided otherwise, on an exclusive referral to binding Arbitration in accordance with articles 1020 and 1021 on the Civil Code on Legal Procedures of Curaçao ("Rv").

Article D.5.: Miscellaneous

- D.5.1. Any delay or forbearance by the Aggregator in exercising any right, shall not constitute a waiver of such right.
- D.5.2. Titles, explanations, introductions referenced in the IP Agreement shall have no legal value and are for explanatory purpose only.
- D.5.3. Templates are meant to assist Parties in the proper execution of the Agreement only and are therefore not part of the Agreement itself.
- D.5.4. If one or more provisions of the Agreement or General Terms and Conditions are found to be wholly or partially, illegal, unreasonable, void, invalid or unenforceable, Parties shall then commit to replacing these provisions by provisions that deviate as little as possible from the invalid provisions. All other provisions shall remain in force.
- D.5.5. The Agreement shall replace any prior agreements between Parties regarding the arrangements of services, such as, however not limited to validation by Seal.
- D.5.6. The Operator that has been granted Dormancy Status as referenced in Article A.7.10., shall not be exempt from any of its obligations deriving from Chapter D and shall therefore remain fully responsible for the Operation during the time of dormancy.

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1. Aggregator

Cyberluck Curacao N.V

ENTITY NAME

Curaçao

PLACE

January 8th, 2020

SIGNING DATE

Mrs. A.M.E. Snel-Guttenberg

NAME OF THE STATUTORY DIRECTOR

DocuSigned by:

Angelique Snel-Guttenberg

E6ABD565A2254DA...

SIGNATURE

2. Information Provider (IP-Operator),

Raeen Exchange N.V.

ENTITY NAME

Curaçao

PLACE

January 8th, 2020

SIGNING DATE

Pearl Trust & Management Corporation N.V.

NAME OF THE DIRECTOR

DocuSigned by:

Tara Tarzagaray

7CA9D89EA1784DA...

SIGNATURE



General Terms and Conditions

TABLE OF CONTENTS

- Article 1** - Definitions
- Article 2** - Code of Conduct
- Article 3** - Principles of Responsible Gaming
- Article 4** - Right to Self-Exclusion
- Article 5** - Principles of Data Protection
- Article 6** - Miscellaneous

Article 1 Definitions

1. As used herein, the following terms shall have the following meanings ascribed to them:

"Account" shall mean a location on a network server used to store a computer username, password, and other information.

"Administration" shall mean a registration of day-to-day activities that are related to financial planning and record keeping within a company.

"ADR" shall mean Alternate Dispute Resolution.

"Affiliate" shall mean a Third Party that provides Affiliate Marketing Services on behalf of the Operator.

"Affiliate Marketing Services" shall mean services provided by a Third Party that is not employed by the Operator and of which its rewards payable are dependent on the volume of newly generated End Users on behalf of the Operator.

"Affiliated" shall mean connected with or controlled by a the same individual or entity that holds twenty percent or more of any rights to the Operator.

"Aggregator" shall mean the holder of a license as meant in article 1 of the National Ordinance of Curaçao dated 8 June 1993, P.B. 1993, no. 63.

"Agreement" shall mean an IP agreement including its Annexes.

"AI" shall mean the Aggregator.

"Alternate Dispute Resolution" shall mean any procedure for settling disputes without litigation.

"AML" shall mean anti-money laundering, a term mainly used in the financial and legal industries to describe the legal controls that require financial institutions and other regulated entities to prevent, detect, and report money laundering activities.

"AML Compliance Register" shall mean a register that for anti-money laundering purposes holds continuously updated key information on the Operator, its Key Individuals and its Ultimate Beneficial Owners.

"Audit" shall mean a systematic and independent examination of books, accounts, statutory records, documents and vouchers of an organization to ascertain how far the financial statements as well as non-financial disclosures present a true and fair view of the concern.

"B2B Agreement" shall mean an agreement between the Operator and any Third Party, pertaining the offering of B2B Services.

"B2B Services" shall mean Business-to-Business

Services.

"B2B Service License" shall mean a license that entitles the holder of such license to B2B Services as offered by the Aggregator.

"B2C Reporting Officer" shall mean an Officer that has been appointed to report on matters of B2C to the designated regulator.

"B2C Services" shall mean Business-to-Consumer Services.

"Board" shall mean the board of directors of the Operator.

"Bonus" shall mean an additional incentive of value for the End User as part of a welcome package or specific promotion of a game or service.

"Business Day" shall mean a day that banks in Curaçao shall in general be open for business.

"Business-to-Business Services" shall mean services rendered between businesses.

"Business-to-Consumer Services" shall mean services directly rendered to the End Users.

"Calendar Day" shall mean all days in a month, including weekends and holidays.

"Certification" shall mean the formal attestation or confirmation of certain characteristics of an object, person, or organization.

"CFD" shall mean Contracts for Difference.

"Change of Control" shall mean any change in entity ownership, occurring when any person or company, directly, indirectly, formally or informally obtains twenty percent or more of any rights to the Operator.

"Competent Authority" shall mean any person or organization that has the legally delegated or invested authority, capacity, or power to perform a designated function.

"Complaint" shall mean a notification in writing, directed to the Operator and filed by the End User, containing a statement that the Operator has acted against the End User in a manner that is not in accordance with the Standards of Good Industry Practice.

"Compliance" shall mean the establishment of conformity with relevant laws, policies, and regulations.

"Compliance Notification" shall mean a preformatted, urgent notification by the Aggregator to Third Parties regarding a change in the status of Compliance of the Operator.

"Content" shall mean the Website.

"Contract for Difference" shall mean a form of derivative trading that involves speculating on the rising or falling prices of fast-moving global financial markets (or instruments) such as shares, indices, commodities, currencies and treasuries.

"Concern" shall mean a group of companies, predominantly under equal control of the same Key Individuals.

"Corporate Governance" shall mean the system of rules, practices, and processes by which an entity is directed and controlled.

"Corporate Service Provider" shall mean the entity that renders Corporate Services under agreement with the Principal.

"Credits" shall mean the available balance the End User holds with the Operator that can be exchanged for cash or additional B2C Services.

"Crypto Currency" shall mean a digital asset that is designed to work as a medium of exchange that uses cryptography to secure financial transactions, control the creation of additional units, and verify the transfer of assets.

"Curaçao Gaming Control Board" shall mean the regulator for the Curaçao land-based and online-based casino industry, the licensing authority for all lotteries, charity bingo and charity bon ku ne and the supervisor for the Curaçao gaming industry for compliance with legislation and regulation regarding anti-money laundering and countering the financing of terrorism.

"Database" shall mean a structured set of data concerning players and affiliates.

"Data Protection Officer" shall mean the officer responsible for overseeing the Operator's data protection strategy and its implementation to ensure compliance with privacy regulations.

"Defect" shall mean any fault or problem that causes goods, objects or procedures not to work correctly.

"Disaster Recovery" shall mean an area of security planning that aims to protect the Operator from the effects of significant negative events, which should allow the Operator to maintain or quickly resume mission-critical functions following a disaster.

"Domain name" shall mean a Network Domain name.

"Dormancy Status" shall mean a status certified by the Aggregator, during which the Operator does not render B2C Services.

"DPO" shall mean Data Protection Officer.

"DPR" shall mean Data Protection Report.

"eIDAS" shall mean electronic Identification, Authentication and trust Services, EU Regulation 910/2014 of 23 July 2014 on electronic identification.

"End User" shall mean a visitor of the Website that has agreed to the terms that apply for the use of the B2C Services offered by the Operator via its Website.

"Entitlement" shall mean a value to which an End User has a right.

"EU" shall mean the European Union.

"EUR" shall mean euro.

"Exclusion" shall mean a legal prohibition from participation in games of chance that has been instituted on a non-voluntary basis against a particular End User.

"Director" shall mean a member of the board of directors of the Operator, tasked with the proper execution of B2C Services to End Users in accordance with the Standards of Good Industry

Practice, over-all guaranteeing quality of services, such as, however not limited to rendering of the Operator's services to the marketplace by managing technical risks and opportunities, making key software designs, implementing key strategy decisions, tracking dependencies and managing change requests.

"Fee Schedule" shall mean an overview of fees and disbursements.

"Fiduciary" shall mean any person that holds business interests, such as however not limited to legal or financial or privacy interests on behalf of someone else.

"Fit and Proper" shall mean a legal individual or entity that has: (a) obtained a sufficient level of collective knowledge and experience to perform certain actions; and (b) has not acted in a manner considered to be disgraceful, reckless, heinous or dishonorable by practitioners of good repute and competency.

"FIU" shall mean the Financial Investigation Unit of Curaçao. **"Footer"** shall mean a structural element of the Website that is used to identify the end of the respective page, typically containing links information on licensing, policies and contact information.

"Funds" shall mean a sum of money saved or made available for a particular purpose.

"Game" shall mean a form of play or sport, according to rules and decided by skill, strength, or luck.

"Game of Chance" shall mean a Game on a specific Session Date, which outcome depends upon an element of chance and on which the influence of skill of the End User does not have a preponderant influence on the outcome, excluding wagering of money by one End User against another End User.

"Gaming Control Board" shall mean the Curaçao Gaming Control Board.

"Gaming Industry" shall mean a distinct group of enterprises that produce products and, or cater services necessary to offer B2C Services to End Users.

"Gaming Operation" shall mean the venture of the Operator. **"Game Provider"** shall mean a Third Party that makes available Games to Operators as a B2B Service.

"Gaming Services" shall mean the offering of online games of chance to End Users.

"Gaming Software" shall mean the software that the Operator uses to offer Gaming Services to End Users on its Websites.

"Gaming System" shall mean a group of technologies that is used as a base upon which Gaming Software is hosted and maintained.

"GCB" shall mean the Curaçao Gaming Control Board.

"GDPR" shall mean General Data Protection Regulation, EU 2016/679.

"General Terms and Conditions" shall mean the terms and conditions that shall apply to all services rendered by the Aggregator.

"Geo-blocking" shall mean technology that restricts access to Internet content based upon the user's geographical location. "Good Industry Practice" shall mean using standards, practices, methods and procedures and exercising that degree of skill and care, diligence, prudence and foresight, which would in each case reasonably and ordinarily be expected from a skilled and experienced person in the gaming industry under similar circumstances.

"Grant" shall mean the right as granted by the Governor of Curaçao to develop the B2C Services as meant in article 1, section 1 of the Ordinance P.B. 1993, 63.

"Grantee" shall mean the Operator.

"Grantor" shall mean the Aggregator.

"Holding Company" shall mean a company that holds a controlling ownership interest in its Subsidiaries or the assets that those Subsidiaries use.

"HTTP" shall mean Hypertext Transfer Protocol.

"Hypertext Transfer Protocol" shall mean an application protocol for distributed, collaborative, hypermedia information systems.

"Incident" shall mean an event of any kind that is not part of normal operations and has the potential to disrupt operational processes.

"Information Provider" shall mean the Operator.

"Infrastructure" shall mean the basic physical and organizational structures and facilities needed for the Operation.

"Infringement" shall mean the action of breaking the law, an agreement, and, or, rules or regulations.

"Intermediary" shall mean a Third Party that offers intermediation services between a Party and another Third Party or other Third Parties.

"IP" shall mean the Information Provider.

"IP Agreement" shall mean an agreement between the Aggregator and Information Provider, that arranges for the Operation of Online Games of Chance under the Ordinance.

"IP-Operator" shall mean the Operator.

"IPRs" shall mean the general term for the assignment of intellectual property rights through patents, copyrights and trademarks.

"Key Individuals" shall mean natural individuals whose knowledge and experience are essential to an adequate performance of the Operator.

"Key Information" shall mean any information that is essential for compliance with legislation, regulations and agreements with Third Parties.

"KYC" shall mean Know Your Customer.

"Law" shall mean a system of rules which has been recognized by a particular country or community.

"License" shall mean the Grant.

"License Holder" shall mean the Aggregator.

"Loss" shall mean any value lost by an End User by participating in the Gaming Services.

"Material Breach" shall mean a failure of performance under an agreement that is significant enough to sue for breach.

"Mediation" shall mean an informal process in which a neutral third party assists the opposing parties to reach a voluntary, negotiated resolution.

"MiFID 11" shall mean Markets in Financial Instruments Directive 11, 2014/65/EU.

"MLR" shall mean Money Laundering Report.

"MLRO" shall mean the Money Laundry Reporting Officer.

"Money Laundry Reporting Officer" shall mean an officer responsible for ensuring that, when appropriate, the information or other matter leading to knowledge or suspicion, or reasonable grounds for knowledge or suspicion of money laundering is properly disclosed to the relevant authority.

"Network Domain name" shall mean a named grouping of hosts and servers with managed login, access to resources, and permissions.

"NOIS" shall mean National Ordinance Identification when Rendering Services.

"Non-Personal Data" shall mean data not qualified as reference in article 4, GDPR.

"NORUT" shall mean National Ordinance Reporting Unusual Transactions.

"OECD" shall mean Organization for Economic Cooperation and Development.

"OECD Corporate Governance Committee" shall mean a committee instituted by the OECD and is composed of representatives from the OECD member countries, participants and associates.

"Online" shall mean a remote, as meant in the Ordinance, digital connection with any device using any device.

"Operation" shall mean the Gaming Operation.

"Operator" shall mean the company that renders B2C Services via its Websites and has the operational responsibility to End Users.

"Ordinance" shall mean the ordinance with reference to P.B. 1993, 63.

"Parties" shall mean the B2B Services Provider and the Operator collectively.

"Payment Processor" shall mean a company that is authorized in the processing of transactions between sellers and buyers. "Payouts" shall mean any value paid to the End User.

"Payment Service Provider" shall mean a professional third party that provides payment services to the Operator.

"Permitted Users" shall mean End Users that are legally allowed to make use of the Gaming Services.

"Personal Data" shall mean the data as defined in Article 4, GDPR.

"Platform" shall mean Infrastructure.

"Player" shall mean End User.

"Principal" shall mean the UBO.

"Procedure" shall mean a series of actions conducted in a certain order or manner.

"PRQ" shall mean a Public Risk Qualification.

"Principal" shall mean a natural individual that has contracted the Corporate Service Provider to function as the Non-Executive board member of the Operator.

"Public Record" shall mean a record that shall be accessible to the general public.

"Public Risk Qualification" shall mean an estimation of risk that the B2C Services of the Operator may pose to the average End User.

"Q1" shall mean the yearly period of 1 January up to March 31.

"Q2" shall mean the yearly period of 1 April up to 31 June.

"Q3" shall mean the yearly period of 1 July up to March 31 September.

"Q4" shall mean the yearly period of 1 October up to 31 December.

"Quarter" shall mean a one-fourth period of a Calendar Year. **"Regulator"** shall mean a person or body that supervises a particular industry or business activity.

"Regulatory Infringement" shall mean a breach or infraction, as of a legislation or right.

"Report" shall mean a written account of an event that one has observed.

"Responsible Gaming" shall mean the set of social responsibility initiatives to ensure the integrity and fairness of Games and to promote awareness of harms associated with Gaming.

"RGR" shall mean Responsible Gaming Report

"RGRO" shall mean Responsible Gaming Reporting Officer.

"Seal" shall mean Validation Seal.

"Self-Exclusion" shall mean a legal prohibition from participation in games of chance that has been instituted on a voluntary basis against a particular End User.

"Service Package Fee" shall mean any fees borne by the Operator via services rendered by the B2B Services Provider. **"Session Data"** shall mean data produced by a temporary and interactive information interchange between the End User and Operator.

"Session Date" shall mean the date on which the Session Data was produced.

"Software" shall mean the programs and other operating information used by a computer.

"Software Provider" shall mean a professional third party that provides the use of software to the Operator.

"Solvency" shall mean the possession of assets in excess of liabilities, creating the ability to pay one's debts.

"Standards" shall mean the functioning and carrying out of procedures that are in compliance with Good Industry Practice.

"Suspend" shall mean the act of Suspension.

"Suspension" shall mean a temporary or permanent hold on the right to receive or offer Services.

"Subsidiary" shall mean a company controlled by a Holding Company.

"Substance" shall mean the presence of actual activity as well as the effective role such activity plays within the broader context of the Operation.

"Taxation" shall mean the principle of compulsory contributions to state revenue, levied by governments on business profits.

"Technical Services" shall mean operational services rendered by third parties, that are essential to the offering of Gaming Services.

"Terms of Service" shall mean the terms as defined in any understanding, communicated in any form or manner, between the Operator and End User.

"Territories" shall mean the collection of countries and jurisdictions as defined in agreements between the Operator and Third Parties that provide B2B Services to the Operator. **"Third Party"** shall mean a person that is not a party to the IP Agreement.

"Transaction" shall mean an immediate exchange of any goods of value.

"UBO" shall mean Ultimate Beneficial Owner.

"Ultimate Beneficial Owner" shall mean a person who exercises ultimate effective control over a legal person or arrangement.

"Uniform Resource Identifier" shall mean a string of characters that unambiguously identifies a particular resource.

"Uniform Resource Locator" shall mean a URI that specifies the shall mean of acting upon or obtaining the representation of a resource.

"Uniform Resource Name" shall mean a URI that identifies a resource by name in a particular namespace.

"Updates" shall mean changes and amendments.

"URI" shall mean Uniform Resource identifier.

"URN" shall mean Uniform Resource Name.

"URL" shall mean Uniform Resource Locator.

"User Data" shall mean any database that contains information of End Users.

"Validation Seal" shall mean a certificate provided by the B2B Service Provider, which is required to ensure that the Operation performs in conformance with rules and regulations of the Aggregator.

"Website" shall mean a resource whose representation in the form of HTML and related code is obtainable via the Hypertext Transfer Protocol from a network host with a designated Domain name.

"White Label" shall mean the offering of a Gaming Operation as a B2B Service, rendered by an Operator to a Third Party as if the Third Party is the Operator that is responsible for the Gaming Operation.

"Wind Up" shall mean the process of dissolving a business.

"Winnings" shall mean an entitlement that has been gained by the End User in participating in Games of Chance.

2. References to "Articles", "Annexes" and "Recitals", shall be, respectively, to the articles, annexes and recitals of the agreement that refers to the General Terms and Conditions, unless specifically stated otherwise. The singular shall include the plural and vice versa and references to persons shall include both corporate and unincorporated associations of persons.
3. The singular shall include the plural and vice versa and references to persons shall include both corporate and unincorporated associations of persons.
4. Whenever used: the words "include", "includes" and "including" shall be deemed to be followed by the phrase "but not limited to".
5. No provision of any agreement that refers to the General Terms and Conditions, shall be interpreted against a Party solely as a result of the fact that such Party was responsible for the drafting of such provision, it being acknowledged that all Parties have participated in the drafting and negotiation of such agreement.

Article 2 Code of Conduct

6. The Operator is at all times obliged to have its statutory as well as its office address within the insular territory of Curaçao as meant in article 1 of the Ordinance. Furthermore, at least one of its board members should be a resident within the said territory.
7. The Operator shall abide by general standards of Corporate Governance as provided by the OECD Corporate Governance Committee. Such standards include, however are not limited to independency of management, transparency, reporting and the establishment of proper social values in business practices. Notwithstanding Subsection 2.2., the Operator shall abide by any specific standards of Corporate Governance as provided by OECD Member States in which the majority of the Key Individuals of the Operation has its residency.
8. Notwithstanding Subsection 2.2., the Operator shall abide by any specific standards of Corporate Governance as provided by OECD Member States in which the majority of the Key Individuals of the Operation has its residency.
9. The Operator shall refrain from doing business with any Third Party such as however not limited to financial institutions, software providers, affiliates, countries, that are not deemed Fit and Proper. The Operator is required to research and log such research and, if desired, provide proof to the B2B Services Provider, whether a Third Party is indeed Fit and Proper.
10. The Operator shall refrain from enabling as well as

directly offering B2C Services to minors.

11. The Operator shall refrain from holding multiple Grants.
12. The Operator shall not hold any controlling interests in Third Parties that offer B2C Services without prior written approval of the Aggregator.
13. The Operator shall in no shall mean attempt to circumvent ramifications of Suspension by the Aggregator, such as, however not limited to the application of a Grant with an alternate Grantor, including alternate licensing under foreign legislation, and, or, the sale of a Website, Domain name or Alias.
14. The Operator confirms that it has not been suspended by any Third Party prior to any agreement that refers to the General Terms and Conditions, including suspensions under foreign legislation.
15. The Operator shall not sell Websites without proper and timely notification of the Aggregator.
16. The Operator confirms that any breach of the Code of Conduct as formulated in Article 2 authorizes the Aggregator to, as cause for Material Breach, with immediate effect terminate any agreements between the Operator without the right for the Operator to claim for any damages in connection with the said termination.
17. The Operator confirms the right of the Aggregator to send out notifications of Breach of the Code of Conduct to any Third Party it deems necessary.
18. The Aggregator may at any time, as it sees fit, introduce or amend any provisions regarding a Code of Conduct to Third Parties.
19. Operator is required, the Ordinance notwithstanding, to at all times comply with all Curaçao local as well as international rules and regulations.

Article 3 Responsible Gaming and Self-Exclusion

- 1.
1. The Operator shall when rendering B2B Services within a reasonable perspective aim to assist in the prevention of compulsory behavior with End Users.
2. The Operator shall collaborate with partners in the Gaming Industry in its efforts to minimize gaming addiction.
3. The Operator is required to monitor and research its Websites for elements unnecessarily causing problematic behavior with End Users. In the event of any problems found, the Operator is required to make the necessary adjustments to negate any unnecessary risks for End Users.
4. The Operator is required to in its communications with End Users actively promote and advise on Responsible Gaming.
5. The Operator is obliged to maintain an online environment that provides the End User an informed choice.
6. The Operator is obliged to report to the Aggregator any breach of the principles of Responsible Gaming.

7. The Operator is required to have in place and maintain proper measures to help preventing player addiction and allow Self-Exclusion to players who access the Websites.
 8. The Operator must ensure that it has on its Websites, a dedicated page with information about addiction prevention and any measures provided by the Operator to help End Users monitor and control their online behavior while using the Websites such as however not limited to explanation of the Right to Self-Exclusion has been structured on the Websites as well as links to reputable gambling addiction support institutes.
 9. Upon request of the End User, as well as if health issues of the End User deem such action necessary, the Operator must ensure that the End User shall for a limited or unlimited amount of time not be able to make use of any services offered on any of the Websites of the Operator.
 10. The Operator shall at any time be entitled to withhold services from the End User by shall mean of Suspension of the Account or otherwise, whenever it finds indications of irregular behavior by the End User such as, however not limited to compulsory behavior, chasing losses, erratic gambling patterns, and, or, abnormal long periods of sustained game play. If the Operator decides to exclude the End User, it shall notify the End User of its decision and shall communicate a time frame during which the said exclusion shall apply.
 11. If measures for Self-Exclusion apply, the Operator or any of its Affiliates shall not approach the End User with any information aimed to generate interest by the receiver for products and services of the Operator.
 12. The Operator is obliged to report in the RGR, the number of (1) End Users that have been excluded; (2) End Users that are being considered for exclusion, and (3) End Users that have applied for Self-Exclusion.
- acts as may be necessary or desirable for the implementation of the agreements.
 4. Any communications required or permitted under any agreement shall be sufficient if given in writing and sent by courier, to the address of the Operator as noted in the Agreement, which shall qualify as a chosen domicile on which formal documents instigating legal proceedings may be served.
 5. The headings in agreements and annexes and the General Terms and Conditions are inserted for convenience only and are not meant to and shall not affect any interpretation.
 6. Any additions to agreement as well as to the General Terms and Conditions such as however not limited to any written changes in any article, shall not have any effect or relevance unless in writing explicitly agreed upon by all Parties.
 7. Parties shall never be bound to apparent errors in the agreements such as however not limited to spelling and grammar.
 8. Agreements may be executed in any number of counterparts, which, when combined, shall have the same effect as if the signatures on the counterparts were on a single copy of the agreement.
 9. Parties agree to the signing and execution of agreements via electronic shall mean and shall for this purpose accept and not dispute such process if facilitated by properly established design software that is compliant with eIDAS standards.
 10. The Aggregator may at any time amend the General Terms and Conditions, that shall unconditionally apply to the Agreement after all Parties have been properly notified and no Party has objected via proper notification within one month after such a copy was sent to the Operator.
 11. The General Terms and Conditions have been made public.
 12. Reproducing the General Terms and Conditions, fully or in part constitutes an infringement of copyright owned by the Aggregator.

Article 4 Principles of Data Protection

- 1.
1. The Operator shall at all times comply with the privacy regulations that apply to its End Users, such as however not limited to the GDPR and shall for this purpose appoint a DPO.

Article 5 Principles of Data Protection

1. None of the rights or obligations under any agreement and, or General Terms and Conditions can or may be assigned or transferred without the prior written consent of all parties to an agreement.
2. Agreements, Annexes and are for the benefit of the Parties only, not any third parties and may only be enforced by such Parties.
3. The Parties shall execute such other documents or agreements and provide such other services or

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