

OPERATIONS AGREEMENT

by and between

Relax Gaming International Limited

and

OnyxioN B.V.

dated

2021-12-10

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OPERATIONS AGREEMENT

THIS OPERATIONS AGREEMENT (“Agreement”) is made on the Effective Date by and between:

- (1) **Relax Gaming International Limited**, a company incorporated in the Isle of Man (registration number 133267C), having its registered office at Clinch's House, Lord Street Douglas, Isle of Man, IM99 1RZ (“**Relax**”)

and

- (2) **OnyxioN B.V.**, a company incorporated in Curaçao (registration number 151296, VAT-number 10406761V), having its registered office at Abraham Mendez Chumaceiro Boulevard 50, Willemstad PO BOX 4750, Curaçao (“**Operator**”)

The parties to this Agreement shall be jointly referred to as “Parties” and individually as a “Party”.

WHEREAS:

- (A) Relax is a developer of online gaming products and also provides and operates an online gaming platform used for the distribution of online casino games including Relax’s own proprietary games and third-party supplier games integrated to the platform as well as third-party supplier games serviced via Relax platform to third-party supplier platform integration.
- (B) The Operator is a gaming operator that provides online games to Players on its Websites.
- (C) The Parties wish to govern their cooperation regarding Relax's provision of the Games and the Gaming System to the Operator under the Isle of Man jurisdiction.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement, the following expressions shall have the following meanings:

“**B2C License**” means the license to be granted to the Operator by applicable regulator.

“**Documentation**” means documentation that accompanies each Game, including a functional specification, payout-tables, certificates, release notes and any other relevant documentation relating to each Game.

“**Effective Date**” means the date of execution of this Agreement by both Parties. In case the Parties sign the Agreement on different dates, the Effective Date shall be the date of the latter signature.

“**Extended Term**” has the meaning given in clause 11.1.

“**Force Majeure Event**” all events beyond the control of the affected Party which cannot be reasonably foreseen or, if foreseeable, cannot be avoided including war, hostilities, invasion, riot, civil commotion, strikes, government control, lock-outs, epidemic, pandemic, fire, flood, storm or other natural catastrophe.

“Games” means games developed by Relax or a third-party supplier (including ‘Powered by Relax’ Games and ‘SilverBullet Content’) and provided to the Operator via the Platform from time to time.

“Game Fault” means a fault, error or defect in respect of the performance of the Games.

“Gaming System” means the gaming system provided by Relax under this Agreement consisting of the Platform and the back-end system.

“GSC” means the Isle of Man Gambling Supervision Commission.

“Initial Term” has the meaning given in clause 11.1.

“Launch Date” means the date when any of the Games are made available for real money play on the first Website.

“Operator Term Sheet” means the term sheet to be entered into between Relax and Operator for the purpose of defining the commercial and any special terms for the applicable third-party supplier’s ‘Powered by Relax’ Games. The template of the Operator Term Sheet is attached as Appendix 4.

“Pay-Out Error” a fault, error or defect in respect of the Games which causes errors in any pay-outs to Players.

“Platform” means Relax’s proprietary online gaming platform into which the Games are integrated either directly or via Platform to third-party supplier platform integration as provided by Relax.

“Player(s)” means persons that play the Games on the Websites.

“Powered by Relax’ Games” means games developed by third party suppliers not commercially represented by Relax that are provided to the Operator via the Platform from time to time.

“Regulated Markets” means markets in which a licensing regime for privately owned gaming companies is in place as made available and supported by Relax from time to time.

“Relax Content” means any proprietary online gambling games developed by or for Relax that are provided to the Operator via the Platform from time to time.

“Relax Game(s)” means any Relax Content or any ‘SilverBullet’ third-party supplier content commercially represented by Relax and included in the Relax content road map (**“SilverBullet’ Content”**) that are provided to the Operator via the Gaming System from time to time.

“Relax Games Term Sheet” means the term sheet to be entered into between Relax and Operator for the purpose of defining the commercial terms for the Relax Games. The Relax Games Term Sheet is attached as Appendix 3.

“Relax Gaming Group” means group of companies having the parent company of Relax Holding Ltd domiciled in Malta. The subsidiaries are Relax Gaming Ltd (Malta), Relax Gaming International Limited (Isle of Man), Relax Gaming (Gibraltar) Ltd (Gibraltar), Relax Tech Services Oü (Estonia), Relax Tech Sweden Ab (Sweden), Relax Tech Finland Oy (Finland) and Relax Tech Services D.O.O (Serbia).

“Relax Service Desk” means Relax’s technical communications channel that provides a single point of contact between Relax and the Operator.

“Restricted Territories” means any jurisdiction, country, state, province, region or other political sub-division in which the use, offering to users development, distribution, offering for sale, selling, advertisement, promotion and/or other exploitation of the Games for real money is prohibited by law or is governed by local regulation requiring licensed B2C operators (i.e local online gaming license) and/or B2B supplier to hold exclusive rights to operate real money gambling or such jurisdictions designated by FATF from time to time as a high risk third country with strategic deficiencies or subject to international sanctions. The Restricted Territories appendix attached as Appendix 1 below details the list of jurisdictions classified under either Restricted Territories or Regulated Markets. Any other jurisdictions or territories which may be added and designated as Restricted Territories by Relax (at Relax's sole and absolute discretion) will be updated in the Restricted Territories appendix and sent systematically to all applicable operators and suppliers for information.

“Term Sheets” means Relax Games Term Sheet attached as Appendix 3 and the Operator Term Sheets to be entered into between Relax and the Operator from time to time, template of which is attached as Appendix 4.

“Territory” means jurisdictions available under the Operator’s B2C License excluding any Restricted Territories.

“Websites” means the following online sites owned and/ or operated by the Operator, including sites offered and marketed by the Operator’s White Label Partners, on which the Games are offered to Players: www.mystake.com.

“White Label Partner” means a third party who markets and offers their own independently branded online gaming Website pursuant to a commercial relationship with the Operator to provide certain marketing services, but where such Website is operated by the Operator (including in particular but without limitation as to any financial or gaming activity and the contractual relationship with the Players and their accounts) and offered pursuant to and in accordance with the Operator’s B2C Licence.

“Working Day” any day which is not a Saturday, a Sunday or a bank or public holiday in the Isle of Man, Malta or Estonia.

- 1.2 The headings in this Agreement are for convenience only and shall not affect the interpretation of any provision of this Agreement.

2. GRANTING OF LICENSE

- 2.1 Relax hereby grants to the Operator during the term of this Agreement a limited, non-exclusive, non-transferable, non-assignable, non-sublicensable and revocable license to provide the Games on the Websites via the Platform in the Territory in accordance with the terms of this Agreement.
- 2.2 This Agreement shall explicitly apply to the distribution of the Games under the Isle of Man jurisdiction and the Operator’s B2C License. Relax shall upon its sole discretion be allowed to amend the jurisdictions available at each time under the Isle of Man jurisdiction to accommodate any changes to the available jurisdictions as communicated by the GSC.

- 2.3 The Operator may make available such of the Games as it decides from time to time subject to the terms of this Agreement but in any event the Games may not be provided or offered in the Restricted Territories, unless the Parties separately agree in writing on the removal of any jurisdiction from Restricted Territories. The Operator agrees to block all Players located in the Restricted Territories from being able to access the Games.
- 2.4 The provision of the Games on any new Websites and/or a new White Label Partner will be subject to Relax's prior written consent and requires the execution of a separate written addendum to this Agreement where such new Website is added to the scope of Websites as defined in this Agreement. The Operator will remain liable to Relax for its White Label Partners' compliance with the terms of this Agreement as if the White Label Partners' performance was the Operator's own.
- 2.5 This Agreement does not imply or grant any exclusivity to or by either Party in other business dealings, i.e. Relax may license the Games to other operators and the Operator may procure games from other developers or platform providers, unless the Parties separately agree on certain exclusivity on a case-by-case basis.
- 2.6 Without the prior written consent of Relax or as otherwise stated in this Agreement, the Operator shall not (a) copy the Games, the Gaming System or the Documentation, (b) assign this Agreement or transfer, lease, export or grant a sublicense to the Games or the Gaming System to any third party, (c) reverse engineer, decompile or disassemble any of the Games or the Gaming System or (d) use the Games or the Gaming System for any other purposes than providing the Games to Players on the Websites in accordance with the terms of this Agreement.

3. INTEGRATION AND LAUNCH

- 3.1 The Parties acknowledge that the integration between the Websites and the Platform will require efforts from both Parties. The Parties will provide know-how and resources as required to make the integration process as smooth and quick as possible. Relax will provide relevant technical information and documentation concerning the Platform in order to carry out the integration. The Operator shall be responsible for the integration necessary on the Operator's side to connect to the Platform.
- 3.2 The integration and launch of the Games shall be carried out in accordance with the launch plan agreed between the Parties.

4. PROVISION OF SERVICES

4.1 Operation of the Platform and Service Levels

- 4.1.1 Operation of the Gaming System will be performed by Relax, which will include the following services:
- (a) Operation of the Platform and the back-office system.
 - (b) Provision of standard 24/7/365 2nd line technical service desk support to the Operator for the Games and the Platform.
 - (c) Technical integration support, including guidance during set-up and help in reviewing the Operator's code for integration. The Operator is responsible for its own costs and expenses in connection herewith.
 - (d) Provision of one (1) day of remote systems operations training to the Operator's staff if requested by the Operator.

4.1.2 Relax undertakes to provide the Platform in accordance with the service levels set forth in Appendix 2.

4.2 Game Configurations

4.2.1 In the event that the Operator requests Relax to make changes to the Game configurations (including but not limited to RTP changes or adjusting the maximum bet and maximum exposure for a Game), the Operator undertakes to verify any such configurations made by Relax and immediately inform Relax of any incorrect configurations it detects. Relax shall not be held liable for any incorrect configuration which the Operator has failed to verify or communicate to Relax. It is stated for the sake of clarity that Relax may also, in its sole discretion, refuse from implementing any such changes requested by the Operator.

4.2.2 The Operator expressly acknowledges that certain Games have theoretical infinite maximum win value which may result in winning in a Game exceeding the set maximum exposure value. Relax determines the maximum win amount for such Games based on the highest win amount generated during simulations of the Game rounds, however, Relax shall not be held liable for any losses arising from winnings in such Games exceeding the set maximum exposure value.

4.3 Suspension of services

4.3.1 Subject to Relax granting the Operator five (5) Working Days' prior written notice, Relax reserves the right at its sole discretion to temporarily suspend the offering of the Games or a specific Game or terminate the offering of a specific Game or set of Games and the Operator agrees to remove such Games from its Websites within five (5) Working Days after receiving the written notice from Relax, including but not limited to, in the following events:

- (a) the issuance by any competent authority of an order providing a response period longer than said five (5) Working Days, which is binding on Relax, which affects the offering of the Games, and which compels Relax (in order to not breach such order) to suspend the offering of the Games to the Operator. In case such authority order requires immediate action to be adopted, the above notice period of five (5) days shall not be observed; or
- (b) the Operator is in default of the payment of fees for a continuous period exceeding thirty (30) days; or
- (c) the Operator has failed to provide Relax with any requested KYC/DD material as deemed necessary by Relax in its sole discretion within fourteen (14) days from Relax's written request.

4.3.2 Relax reserves the right at its sole discretion to temporarily suspend the offering of the Games or a specific Game or terminate the offering of a specific Game or set of Games with immediate effect, and the Operator agrees to remove such Games from its Websites immediately after receiving the written notice from Relax including but not limited to, in the following events:

- (a) the Game is subject to or at risk at becoming subject to a third-party intellectual property right claim;
- (b) the Operator is in breach of Relax's or any third-party's intellectual property rights in the Platform or any of the Games;

- (c) the Operator has made any of the Games available in Restricted Territories;
- (d) an agreement with a third party, that is required for Relax to make available such Game, expires, is terminated or is suspended;
- (e) Relax is requested by a third party, based on the agreement between Relax and the respective third party with which the Game is provided to the Operator, to terminate or suspend the agreement with the Operator with regards to such Game;
- (f) the occurrence of any serious Game Faults or any other software bugs, errors, defects (including RTP issues) in the Games or the Platform effectively preventing the offering of the Games to the Operator; or
- (g) without prejudice to clause 11.3 (a), any material breach of this Agreement by the Operator, which has not been rectified within fourteen (14) days of the Operator's receipt of notice from Relax specifying the said breach.

5. OPERATOR'S OBLIGATIONS

5.1 Full Integration

The Operator shall integrate the Games into the Websites using full functionality of the APIs, so that the Games will appear to Players as an integral part of the Websites. The Operator is responsible for the integration between the Websites and Gaming System and that the integration is conducted in accordance with the integration manual provided by Relax and Relax's general instructions.

5.2 Testing

The Operator is responsible for testing and ensuring that integration is successful prior to the commercial launch.

5.3 Launch of Games

The Operator will only present the Games on its Websites and/or make them available to Players after the integration and testing have been completed and approved by Relax and the Games have been enabled for real money play.

5.4 Visibility

The Games shall be made available in a clearly visible manner and shall be easily accessible to Players within the Websites.

5.5 1st Line Customer Support

The Operator shall be responsible for providing its Players with 1st line customer support.

5.6 Fraud Control

The Operator is responsible for implementing fraud control to ensure that chargebacks and other fraudulent behaviour is minimized. Such measures shall include, for example, limitations of deposits and obtaining verification of details.

5.7 Daily Operations

The Operator is responsible for the day-to-day operational activities in relation to the Games, including but not limited to, marketing, customer support, fraud screening and payment management.

5.8 Certificates

The Operator is responsible for all activities and costs relating to obtaining and maintaining SSL and other required certificates that are not related to the Games or the Gaming System.

5.9 Marketing

The Operator will use reasonable endeavours to market the Games to both new and existing Players. Marketing will commence no later than on the Launch Date. Marketing, promotion and sponsoring activities shall at all times be in compliance with applicable laws and conducted in a manner whereby the goodwill and integrity of both Parties is protected and not put at risk.

5.10 IT-security

The Operator is responsible for having adequate IT-security systems in place for all its systems in order to fulfil any requirements on data protection, personal integrity protection and anti-money laundering requirements that might be relevant, including but not limited to protection of the systems from third party attacks.

5.11 Overpayment mechanism to Players

5.11.1 The Operator shall notify Relax in advance of any payment to a Player exceeding the amount of ten thousand Euro (EUR 10,000.00) ("**Payment Notification**"). The Payment Notification shall be sent via Relax Service Desk and is considered received only upon separate written acknowledgment sent to the designated Operator email address by Relax, which shall not be unreasonably delayed. Relax shall, within forty-eight (48) hours of receipt of the Payment Notification, communicate in writing to the Operator either approval or rejection of such payment. Relax shall give the written approval within forty-eight (48) hours unless it has discovered a Pay-Out Error. In the event a Pay-Out Error was discovered after the Operator made payments to Players exceeding ten thousand Euro (EUR 10,000.00), without having received prior approval thereof by Relax as stipulated above, Relax shall by no means be liable to the Operator or any third party, and Relax shall not indemnify the Operator or any third party for any losses incurred or payments made as a result of such Pay-Out Error. In such case, the Operator accepts full responsibility and liability should it make an unapproved payment, which upon later verification was found to be illegitimate.

5.11.2 In the event that any Pay-Out Error contained in the Games causes erroneous winnings, the Parties shall cooperate in order to freeze or claw back such winnings and any payments made to the Players.

6. **FEES AND PAYMENT**

6.1 Set-up Fee

No set-up fee is applicable.

6.2 Royalty

With effect from the Launch Date, the Operator shall pay to Relax a monthly royalty (“**Royalty**”, also referred to as “**Revenue Share**”) calculated as set forth in the respective Term Sheet(s) entered into separately between the Parties. Relax Games Term Sheet is attached as Appendix 3 below, whereas the template of the Operator Term Sheet is attached as Appendix 4 below.

6.3 Regulatory Fees

Relax shall be entitled to invoice any and all Operator-specific regulatory costs incurred by Relax directly from the Operator in connection with the invoicing.

6.4 Reporting and Invoicing

6.4.1 The Operator shall provide Relax a monthly report including all necessary information as reasonably required by Relax in respect of bonus costs and applicable tax deductions for the previous month (“**Bonus and Tax Report**”) within the first five (5) Working Days of each month. Any delayed Bonus and Tax Report will be taken into consideration in the following month’s invoice.

6.4.2 Invoicing policy shall be defined in the respective Term Sheet(s) entered into separately between the Parties.

6.4.3 Relax shall send the Operator’s invoices to the following address:

ochimakhidze@gmail.com;

6.5 Payments

6.5.1 The Operator agrees that the Revenue Share payable to Relax under this Agreement shall be solely paid by the Operator company specified at the head of this Agreement. The use of any third-party to pay the Revenue Share on behalf of the Operator (“**Payment Agent**”), shall be subject to Relax’s prior written approval. The Operator shall, regardless of the use of the Payment Agent, remain fully liable to Relax for all its payment obligations under this Agreement and undertakes to ensure that the Payment Agent shall at all times comply with all applicable AML/CFT laws. The satisfactory completion of the prior KYC/DD checks of the Payment Agent undertaken by Relax shall act as a precondition for any use of the Payment Agent. Any approval or rejection of the KYC/DD on the Payment Agent shall be determined by Relax in its sole discretion. Relax shall also reserve the right to withdraw its approval at any time should it determine in its sole discretion that the allowed use of the Payment Agent could have a possible detrimental effect on Relax’s integrity in the markets or affect its compliance with applicable laws or regulatory requirements (including but not limited to AML/CFT laws). In such case, the Operator shall without delay and any transition period assume the full responsibility for the fulfilment of all payment obligations in accordance with this Agreement.

6.5.2 All fees and other transactions in accordance with this Agreement shall be conducted, accounted for, reported and settled in euros (EUR).

6.5.3 All fees are exclusive of value added tax (“**VAT**”) and VAT will be added, where appropriate, and paid by the Operator at the same time as the Revenue Share, on production of a valid VAT invoice from Relax.

6.6 Audit Rights

- 6.6.1 If the Operator believes that the amounts available via Relax back-office used in the creation of the monthly invoices are incorrect, the Operator may, at its own cost, appoint an auditor to examine the financial records of Relax that relate to the royalty calculation. The Operator must give Relax thirty (30) days' notice of such audit. If the audit shows a negative discrepancy for the Operator of more than five (5) per cent, then Relax shall bear the costs for the audit.
- 6.6.2 If an overpayment or an underpayment has been made, Relax will invoice or credit the Operator for such amount or adjust the next invoice to the Operator accordingly.

7. WARRANTIES

- 7.1 Each Party warrants and represents that it has full power and authority to enter into this Agreement and to fulfil its obligations hereunder and that the performance of the terms of this Agreement will not breach any separate agreement by which such Party is bound.
- 7.2 Relax warrants to the Operator that:
- (a) it shall perform the services and all its obligations under this Agreement:
 - 1. using all reasonable skill, care and diligence;
 - 2. using competent personnel with appropriate levels of training, experience and expertise for the tasks which they are required to perform;
 - 3. using hardware, software, and equipment which are adequate and appropriate in the context of this Agreement to enable the services hereunder to be provided in accordance with this Agreement;
 - (b) Relax shall take all reasonable efforts to ensure that it is in compliance with all applicable rules, laws and regulations in connection with the supply of the Games and the Gaming System;
 - (c) Relax is the rightful owner of the rights to the Games and Gaming System licensed under this Agreement and/or has obtained the right from the rightful owner to license such rights;
 - (d) Relax Content included in the Games is based on the commonly used industry standards existing on the date of release of the respective game software or the date of the most recent update, the Relax Content conform to their specifications and the Gaming System itself is substantially error-free; there is no bias and that random selection emulates live situations as much as practically possible in commercially motivated computer generated gaming situations;
 - (e) Relax ensures that all regulatory issues concerning the operation of the Platform are addressed in full and without delay. Upon any failure or omission by Relax to do so, Relax shall in such case be solely liable for any regulatory fines resulting from such failure to act and incurred by either Party;
 - (f) the Games and the Gaming System shall in all material aspects perform in accordance with the Documentation;
 - (g) the Relax Content and the Gaming System do not infringe any intellectual property rights held by third parties. Relax also requires in its own agreements with the respective the 'SilverBullet' and 'Powered by Relax' third-party

suppliers to warrant that their Games do not infringe any intellectual property rights held by third parties;

- (h) the Games and Gaming System will be provided with commercially reasonable resources allocated;
- (i) the Gaming System shall be free from all viruses known generally at the date of integration;
- (j) that Relax Games, any 'Powered by Relax' Games operating on the Platform or the Gaming System do not contain any Trojan horse, worm, logic bomb, time bomb, backdoor, trap door, key or other similar or harmful components which have the potential to impair or prevent the operation of the Gaming System. If any such Trojan horse, worm, logic bomb, time bomb, backdoor, trap door, key or other similar or harmful component is contained despite Relax's efforts, Relax will correct this in the Relax Content or Gaming System;
- (k) Relax shall upon the receipt of a written request provide the Operator with the KYC/DD material in an extent decided in the Operator's sole discretion;
- (l) Relax will promptly notify the Operator as soon as it becomes aware of any legal action, which could, directly or indirectly, have an adverse effect on the Operator or the use of the Platform or the Games; and
- (m) Relax agrees that it will not, in connection with transactions contemplated in this Agreement, or in connection with any other business transactions involving the Operator, transfer anything of value, directly or indirectly, to any government official, employee of a government-controlled company, political party, or other private (non-government) persons or entities working on behalf of any government in order to obtain any improper benefit or advantage. Relax further warrants that no money has been paid to Relax as compensation or otherwise, has been or will be used to pay any bribe or kickback in violation of the governing law.

7.3 The Operator warrants to Relax that:

- (a) it shall perform all its obligations under this Agreement:
 - 1. using all reasonable skill, care and diligence;
 - 2. using competent personnel with appropriate levels of training, experience and expertise for the tasks which they are required to perform;
 - 3. using hardware, software, and equipment which are adequate and appropriate in the context of this Agreement;
- (b) commercially reasonable endeavours are made to ensure a secure environment for the Players to access the Games;
- (c) the Operator shall operate its gaming business in accordance with the relevant laws and obtain authorization(s) from relevant authorities (as applicable);
- (d) the Operator is in compliance with all the applicable rules, laws and regulations applicable to the supply of the Games to the Players via the Platform;

- (e) the Operator ensures that all regulatory issues concerning its provision of the Games to the Players via the Platform are addressed in full and without delay. Upon any failure or omission by the Operator to do so, the Operator shall in such case be solely liable for any regulatory fines resulting from such failure to act and incurred by either Party;
- (f) the Operator shall conduct thorough KYC/DD checks on its White Label Partners and provide Relax a confirmation signed by a director of the Operator that the KYC/DD has been satisfactorily completed on the White Label Partner before distributing the Games to such White Label Partner's Websites via the Gaming System. The Operator shall ensure that Relax is without delay made aware of any issues found in the checks that could affect the provision of the Games to such White Label Partner's Websites or Relax's good standing in the markets. Relax shall, upon its sole discretion or for applicable content on advice by the concerned third-party game supplier, be entitled to prohibit the distribution of the Games on the Websites of a certain White Label Partner with immediate effect;
- (g) the Operator shall upon the receipt of a written request provide Relax with all requested KYC/DD material as deemed necessary by Relax from time to time, including KYC/ DD material on the Operator's White Label Partners. The approval of the received KYC/DD material shall act as a precondition for the Operator being entitled to offer the Games to the Players under this Agreement;
- (h) the Operator will utilize appropriate software and industry standard geolocation methods in order to block all Players who are either physically located in and/or utilizing servers physically located in any Restricted Territories from being able to access the Games on the Gaming System;
- (i) the Operator undertakes to ensure that all technical data shared with Relax in relation to the offering of the Games to the Players is accurate and comprehensive, including but not limited to, that the Players are assigned with a correct country code corresponding to the jurisdiction the Player is located in;
- (j) the Operator will promptly notify Relax as soon as it becomes aware of any legal action, which could, directly or indirectly, have an adverse effect on Relax or the use of the Platform or the Games;
- (k) in addition to following the procedure set out above in clause 5.11, the Operator shall diligently and continually monitor the operation of the Games on its Websites (including but not limited to abnormal Player pay-outs) and inform Relax without delay in writing of any discovered or suspected Game Faults, including but not limited to Pay-Out Errors. Any failure by the Operator to effectively monitor the operation of the Games and/or immediately inform Relax of the discovered or suspected Game Faults shall be taken into consideration as a factor mitigating Relax's liability for such;
- (l) The Operator undertakes to ensure that all winnings in the Games are paid out to the Players in accordance with the terms of the end user agreements. In the event that the Operator decides not to pay out a winning to a Player, the Operator undertakes to provide, upon Relax's request, a written statement explaining the reason for such decision;

- (m) the Operator shall ensure that its end user agreements with the Players contain adequate terms to permit the voiding of all relevant bets, the suspension or cancellation of the pay-out of winnings and the subsequent crediting of stakes to Players' accounts in the event that a Game Fault has occurred in the Game and as a result of which the Game is not performing as anticipated or where a vulnerability in a Game has been exploited by a Player so as to gain unfair advantage. The Operator shall seek to rely on such terms in order to mitigate the losses resulting for the Operator from any Game Fault or vulnerability exploitation; and
- (n) the Operator agrees that it will not, in connection with transactions contemplated in this Agreement, or in connection with any other business transactions involving Relax, transfer anything of value, directly or indirectly, to any government official, employee of a government-controlled company, political party, or other private (non-government) persons or entities working on behalf of any government in order to obtain any improper benefit or advantage. The Operator further warrants that no money has been paid to the Operator as compensation or otherwise, has been or will be used to pay any bribe or kickback in violation of the governing law.

8. INTELLECTUAL PROPERTY AND INDEMNITY

- 8.1 Each Party grants to the other Party a right to use the first Party's trademarks as necessary for the other Party to perform its obligations under this Agreement.
- 8.2 All legal and beneficiary interest in any intellectual property belonging to either Party, such as, but not limited to, hardware, firmware, software, game mathematics, materials, interfaces, documents, notes, frameworks, specifications, drawings, goods and devices shall remain the property of the originator.
- 8.3 Each Party shall promptly bring to the other Party's attention any information it shall have regarding the improper or wrongful use of the other Party's name, logo or other intellectual property, or any information which is or may be material in relation to the provision of the Games to the Operator via the Platform.
- 8.4 In the event that it is established that, or if in the justified opinion of Relax or the respective third-party supplier, the use of any of the Games in accordance with the provisions of this Agreement infringes any third-party intellectual property rights, Relax or the respective third-party supplier undertakes at its own expense and at its own option to:
 - (a) obtain the right of continued use of the Game in accordance with the provisions of this Agreement;
 - (b) modify the Game in order to eliminate the infringement, provided always that after such replacement or modification, the Game shall substantially meet the requirements set forth in the Documentation and this Agreement and the requirements of any applicable laws; or
 - (c) replace the infringing part of the Game so as to render it non-infringing, provided always that after such replacement of the Game, it shall substantially meet the requirements set forth in the Documentation and this Agreement and the requirements of any applicable laws.

If Relax, or the respective third-party supplier, fails to remedy the third-party intellectual property infringement within the Game as set out in this clause 8.4, including if Relax, or the respective third-party supplier deems that remedy of such infringement is not viable for any reason, Relax shall be entitled to, without prejudice to any other rights and remedies, terminate the offering of such Game upon written notice to the Operator in accordance with clause 4.3.2.

- 8.5 Subject to the provisions in clause 8.8 below, Relax shall, at its own expense, defend or at its option settle, indemnify and hold the Operator harmless from any direct losses, damages, liabilities, costs and expenses suffered or incurred by the Operator arising from any finding of a court of competent jurisdiction that the Relax Content infringes any patent, copyright (including software) or trademark of any third party. The foregoing shall not apply if the infringement is a result of any changes or modifications performed by the Operator or on behalf of the Operator.
- 8.6 The Operator undertakes to assign the third-party supplier as the owner of intellectual property rights with the control of the defence and settlement of any claims concerning the intellectual property rights to the 'SilverBullet' Content or 'Powered by Relax' Games and not direct such claims at Relax. Should Relax nevertheless receive such claim, it shall forward all such correspondence directly to the respective third-party supplier and assume no standing as a party in any process. The Operator also acknowledges that nothing in this Agreement restricts a respective third-party supplier from directing its claims concerning the infringement of its intellectual property rights directly to the Operator.
- 8.7 Subject to the provisions in 8.8 below, the Operator shall, at its own expense indemnify and hold Relax or the third-party supplier owning the intellectual property rights to the 'SilverBullet' Content or 'Powered by Relax' Games in question harmless from any direct losses, damages, liabilities, costs and expenses suffered or incurred by Relax or a respective third-party supplier, also including any claims, arising from any infringement by the Operator of the intellectual property rights relating to Relax, 'SilverBullet' Content or 'Powered by Relax' Games.
- 8.8 The indemnification obligations in clauses 8.5 and 8.7 above shall be subject to the following conditions and limitations:
- (a) The indemnified Party shall give written notice of a claim under this Agreement ("**Notice of Claim**") to the indemnifying Party as soon as reasonably practicable after the indemnified Party has become aware of the existence of any potential claim and in any case within ten (10) Working Days of the receipt of any written demand.
 - (b) The indemnifying Party shall be entitled to assume the defence against such action or claim, in which case the indemnified Party shall provide the indemnifying Party with reasonable access to its records and personnel relating thereto during business hours and shall otherwise cooperate with the indemnifying Party in the defence or settlement thereof.
 - (c) Whether or not the indemnifying Party has assumed the defence as aforesaid, the indemnified Party shall not compromise or settle any claims without the indemnifying Party's consent, in the event such compromise or settlement involves any admission of guilt or is otherwise detrimental to the goodwill of the indemnifying Party. The consent of the indemnifying Party pursuant to this clause shall not be unreasonably withheld, conditioned or delayed. Such consent (or its denial) shall be communicated to the indemnified Party in writing. If the indemnifying Party has assumed the defence as aforesaid, the

indemnified Party shall in any event not settle or compromise any such action or claim, without the prior written consent of the indemnifying Party.

9. LIMITATION OF LIABILITY

9.1 Subject to clauses 9.2 and 9.3 below, the total liability of each Party under or in connection with this Agreement to the other shall be limited to an amount equal to GBP 50,000.00.

9.2 Neither Party shall under any circumstances be liable in contract, tort (including negligence and breach of statutory duty) or otherwise for any of the following:

- a) anticipated savings;
- b) anticipated contracts;
- c) loss of goodwill;
- d) loss of management time;
- e) consequential loss;
- f) indirect loss;
- g) special loss; or,
- h) loss of earnings.

9.3 Nothing in this Agreement shall limit or exclude the liability of either Party:

- a) for death or personal injury caused by that Party's negligence;
- b) fraud and/ or fraudulent misrepresentation;
- c) gross negligence; or
- d) wilful misconduct.

10. LICENSING AND REGULATORY COMPLIANCE

10.1 Gaming License

10.1.1 Relax is licensed in several jurisdictions and has the possibility to offer the Games and the Gaming System to operators according to the requirements of the different licenses it holds and under the condition that the Operator fulfils the conditions of the relevant jurisdiction. Relax Gaming Group is currently licensed in Malta, UK, Gibraltar and Romania and holds a supplier certificate in Denmark. This Agreement shall explicitly and exclusively apply to the distribution of the Games under the Isle of Man jurisdiction.

10.1.2 The Operator is responsible for obtaining gaming licenses and/or relevant authorizations from the relevant gaming authority as of Relax's instruction before the Launch Date and to maintain such license and/or authorization during the term of this Agreement. The Operator is responsible for all costs associated with applying for and maintaining the license and/or authorization. The Operator shall furnish to Relax a copy/copies of such before the Launch Date.

10.2 Regulatory Compliance

- 10.2.1 Both Parties shall comply with all local and foreign laws and regulations and standards promulgated there under (including but not limited to laws, regulations and standards applicable to online wagering games and all related activities) that may apply with respect to distribution and offering of the Games under or otherwise with respect to this Agreement. Parties shall promptly inform each other of any material change of circumstances that may affect the respective Party's license and/or authorization.
- 10.2.2 Any possible entry into any new markets not currently supported by Relax for the distribution of the Games shall be discussed in good faith and shall require the written approval of both Parties. Relax shall reserve the right to request the Operator to enter into market addendums to be attached as appendices to this Agreement as may be required by the licensing scheme in any applicable market. The execution of a market addendum requested by Relax shall be a precondition for the entry into such new market. The Operator acknowledges that the offering of the Games in any Regulated Markets may require the execution of a separate Regulated Markets addendum ("**Regulated Markets Addendum**") to be attached to this Agreement, as Relax may determine from time to time in its sole discretion.
- 10.2.3 Neither Party shall be liable for any breach of this Agreement directly or indirectly occasioned by or resulting from compliance with any regulatory action taken or decision made by any competent authority in respect of this Agreement. In the event that any term of this Agreement is adjudged to be void and or unenforceable by any competent regulatory authority, the Parties will consult with the purpose of amending this Agreement to the satisfaction of the said authority. If the Parties are unable to agree on a suitable amendment to the satisfaction of said authority, either Party may serve notice on the other to terminate this Agreement without any further liability.

10.3 Data Protection

The Parties shall agree on their respective responsibilities under the applicable data protection laws with a separate written agreement on data protection attached as Appendix 5 of this Agreement.

11. **TERM AND TERMINATION**

- 11.1 This Agreement shall be effective as of the Effective Date and be valid for a period of two (2) years ("**Initial Term**"), unless terminated in accordance with the provisions set out below. Upon termination of the Initial Term, the Agreement shall be automatically renewed for successive one (1) year periods (each separate extension an "**Extended Term**"), unless notice of termination is given by either Party at least ninety (90) days prior to the expiry of the Initial Term or any Extended Term.
- 11.2 Relax shall, without prejudice to any other rights and remedies, be entitled to terminate this Agreement i) immediately by a written notice to Operator if it is in default of the payment of fees for a continuous period exceeding ninety (90) days; or ii) upon fourteen (14) days' written notice to the Operator, in the event that the Operator has repeatedly failed to block Players from accessing the Games from Restricted Territories.
- 11.3 Either Party shall, without prejudice to any other rights and remedies, be entitled to terminate this Agreement immediately by giving a written notice to the other Party:
- (a) if the other Party commits a material breach of this Agreement and that breach is either (i) reasonably incapable of being remedied considering the nature of

the material breach or (ii) the other Party has not rectified the breach within fourteen (14) days of the notice specifying the breach;

- (b) if the other Party is prevented or delayed in the performance of its obligations by a Force Majeure Event for a continuous period of sixty (60) days;
- (c) if either Party loses any regulatory license, or other required approval, consent or certification as enforced by the applicable regulatory authority or applicable law, or the right to operate for any reason and/or are unable thereby to fulfil all their obligations as outlined in this Agreement;
- (d) in the event of any changes to the law or other regulatory changes preventing the first Party from providing its services under this Agreement;
- (e) if the other Party fails the KYC/DD process conducted by the first Party (“**First Party**”) as determined by the First Party in its sole discretion but acting reasonably, or if the First Party otherwise at any time discovers facts about the other Party or companies or individuals related to or associated with the other Party that in the First Party’s reasonable opinion would jeopardize the gaming licenses or other permits of the First Party or its group of companies or the First Party’s good standing in the area of business or with any gaming authority or other law enforcement authority;
- (f) if a Party is ordered by any gaming authority or other law enforcement authority to terminate this Agreement, provided that the Party supplies the other Party with a copy of the order;
- (g) if the other Party is the subject of voluntary or compulsory liquidation or bankruptcy; or
- (h) if the other Party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

11.4 This Agreement may be terminated at any time by joint written agreement between the Parties.

11.5 Upon expiry or termination of this Agreement, the Operator shall cease providing the Games to Players and shall return to Relax or destroy all copies of the Games and the Documentation and Relax will discontinue the Operator’s access to the Gaming System.

12. CONFIDENTIALITY

12.1 Both during this Agreement and for a period of five (5) years after its termination, the Parties shall treat as confidential (and shall procure that its personnel and each of them treat as confidential) and shall not (and shall procure that their personnel and each of them does not) other than in the proper performance of this Agreement, use or disclose to any person, firm or company, any confidential information belonging to the other Party or its clients, suppliers or customers. Confidential Information shall mean the terms and conditions of this Agreement and all information disclosed by either Party to the other Party, in writing or orally, relating to the Games, the Platform, any associated documentation and any other products delivered hereunder and the businesses of the Parties (“**Confidential Information**”). In particular, the Parties shall maintain any source code provided by the other Party under maximum security conditions. The term “**maximum security conditions**” shall in this context refer to the level of security observed by the receiving Party in connection with its own source code.

- 12.2 This provision shall not apply to any information which:
- (a) is in the public domain other than as a result of a breach of the terms and conditions of this Agreement;
 - (b) the Party can prove has been in its possession before it was received from the other Party;
 - (c) a Party receives or has received from a third party, provided that the receiving Party does not have a duty of secrecy to such third party (the receiving Party is however not entitled to reveal to third parties that the same information has been received from the other Party pursuant to this Agreement); or
 - (d) is necessary or which a Party is required to disclose in connection with any proceedings or investigation by any governmental, judicial, police, regulatory or other authority in any country to such extent that such Party is required to disclose such information under any applicable law.
- 12.3 The provisions of clause 12.1 shall not apply where Confidential Information is divulged to:
- (a) the receiving Party's own employees who need to know the same; or
 - (b) a court of competent jurisdiction, governmental body, stock exchange commission or applicable regulatory authority. The receiving Party shall provide the disclosing Party with a written notice concerning such request before any disclosure of Confidential Information requested by an applicable authority.
- 12.4 The receiving Party undertakes to ensure that persons and bodies referred to in clause 12.3 are made aware before the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidentiality to the other Party.
- 12.5 The receiving Party shall promptly notify the disclosing Party if it becomes aware of any breach of confidentiality by any person to whom it divulges all or any part of the Confidential Information and shall give the disclosing Party all reasonable assistance in connection with any proceedings which the disclosing Party may institute against such person for breach of confidentiality.
- 12.6 The provisions of this Section 12 shall survive the termination of this Agreement, but the restrictions contained in clause 12.1 shall cease to apply to any information which is entered into the public domain otherwise than through unauthorized disclosure, is obtained by the receiving Party from a third party without a breach of such third party's obligations of confidentiality or is required by law to be disclosed by the receiving Party.
- 12.7 Nothing in this Section 12 shall prevent either Party from exploiting any inventions or software that it independently develops during the term of this Agreement.

13. PUBLICITY

- 13.1 Neither Party will make any press release or other public announcement about the relationship established by this Agreement, its value, or its terms and conditions, or in any manner advertise or publish the fact of this Agreement without the other Party's prior written consent, provided, however, that such consent shall not be unreasonably withheld or delayed.

14. RELATIONSHIP BETWEEN THE PARTIES

- 14.1 The Parties are independent contractors, and nothing contained herein shall in any way constitute any association, partnership or joint venture between the Parties hereto, or be construed to evidence the intention of the Parties to establish any such relationship. Neither Party shall have any right, power or authority to make any representation or to assume or create any obligation, whether express or implied, on behalf of the other, or to bind the other Party in any manner whatsoever.

15. FORCE MAJEURE

- 15.1 Neither Party shall be liable for any delay or failure in the performance of any of its obligations pursuant to this Agreement due to a Force Majeure Event if such Party could not have prevented the delay or failure by using reasonable and prudent foresight including the implementation of reasonable precautions and as soon as reasonably practicable after becoming aware of the Force Majeure Event gives notice of the occurrence of such event to the other Party by telephone and confirms this by writing within twenty-four (24) hours and uses professional, prudent and reasonable steps to perform its obligations under this Agreement as soon as possible and otherwise to mitigate the effects of the Force Majeure Event.

16. ASSIGNMENT

- 16.1 Neither Party may, wholly or partially, transfer, assign, pledge or sub-license its rights or obligations under this Agreement to any third party without the prior written consent of the other Party.

17. ENTIRE AGREEMENT AND AMENDMENTS

- 17.1 This Agreement and its attachments constitute the entire Agreement between the Parties on all issues to which the Agreement relates and supersedes all previous written or oral commitments and undertakings.
- 17.2 Only those amendments and additions to this Agreement that are made in writing and signed by the Parties are valid.

18. SEVERABILITY

- 18.1 If any provision of this Agreement or part thereof shall to any extent be or become invalid or unenforceable, the Parties shall agree upon any necessary and reasonable adjustment of the Agreement in order to secure the vital interests of the Parties and the main objectives prevailing at the time of execution of the Agreement.

19. WAIVER

- 19.1 No consent or waiver, express or implied, by either Party of any breach or default of the other Party in performing its obligations under this Agreement shall be deemed or construed to be a consent or waiver of any other breach or default by the other Party of the same or any other obligation hereunder. Any failure by one Party to complain of any act or failure to act of the other Party or to declare that other Party is in default shall not constitute a waiver by the first Party of its rights under this Agreement. No waiver of any rights under this Agreement shall be effective unless in writing and signed by the Party purporting to give the same.

20. NON-SOLICITATION

- 20.1 Neither Party shall during the term of this Agreement and for the period of one (1) year from the date of termination of this Agreement, without the written prior consent of the other Party, solicit or endeavour to entice away from the other Party any person who is an employee of the other Party.

21. NOTICES

- 21.1 Any notice to be given under this Agreement shall be in writing and shall be sent by first class mail or air mail, or by email to the address of the relevant Party set out below in 21.2 or such other address (including email address) as that Party may from time to time notify to the other Party in accordance with this clause 21.1.
- 21.2 Notices sent as above shall be deemed received upon the actual delivery to the recipient addressed to the parties at their respective addresses set forth below. Notice sent by e-mail shall be deemed received at 9am on the next working day following the day of sending, provided that an automated response that the intended recipient is out of office shall be treated as proof that the notice was not received.

For Operator

OnyxioN B.V.

Address: Abraham Mendez Chumaceiro Boulevard 50, Willemstad PO BOX 4750, Curaçao

Email: ochimakhidze@gmail.com

Attn: Onise Chimakhidze, Managing Director

For Relax Gaming International Ltd:

Clinch's House, Lord Street Douglas, Isle of Man, IM99 1RZ

legal@relax-gaming.com

Attn: Head of Legal

22. GOVERNING LAW AND DISPUTES

- 22.1 This Agreement shall be construed in accordance with and governed by the substantive laws of Isle of Man without regard to its conflict of law rules.
- 22.2 The Parties shall attempt to resolve any dispute arising out of or relating to this Agreement through negotiations between senior executives of the Parties who have the authority to settle the same.
- 22.3 If the matter is not resolved by negotiation within thirty (30) days of receipt of a written 'invitation to negotiate', the Parties will attempt to resolve the dispute in good faith through an agreed Alternative Dispute Resolution ("ADR") procedure, or in default of the agreement, through an ADR procedure as recommended to the Parties by the

President or the Vice President, for the time being, of the Chartered Institute of Arbitrators.

- 22.4 If the matter has not been resolved by an ADR procedure within sixty (60) days of the initiation of that procedure, or if any Party will not participate in an ADR procedure, the dispute may be referred to an arbitration by any Party. The seat of arbitration shall be England and Wales. The arbitration shall be governed by both the Arbitration Act 1996 and Rules as agreed between the Parties. Should the Parties be unable to agree on the Rules for Arbitration, any Party may, upon giving written notice to other Party, apply to the President or Vice President, for the time being, of the Chartered Institute of Arbitrators for the appointment of an arbitrator or arbitrators and for any decision on rules that may be necessary.
- 22.5 Nothing in this clause shall be construed as prohibiting a Party or its affiliate from applying to a court for interim injunctive relief.

This Agreement has been executed duplicate on the date first set forth above.

Relax Gaming International Limited

DocuSigned by:

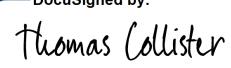

8A1D2AF4F043476
By Ted Pepper, Director
Date: Dec 13, 2021

OnyxioN B.V.

DocuSigned by:


5DF6F63D24E940E
By Onise Chimakhidze, Managing Director
Date: Dec 13, 2021

Relax Gaming International Limited

DocuSigned by:


BFC6D5A20A4A47E
By Thomas Collister, Director
Date: Dec 13, 2021

APPENDIX 1

Restricted Territories - Relax Gaming International Limited

Update from October 29th 2021

Jurisdictions where **Relax Gaming International Limited's** licensed customers (**"Licensed Customers"**) must not allow participation on Relax Gaming Group's own games, the "Powered By" and "Silver Bullet" third-party supplier games for real money play due to FATF AML restrictions:

Algeria
Afghanistan
Antigua & Barbuda
Australia
China
Cuba
Guyana
Iran
Iraq
Israel
Hong Kong
Kuwait
Libya
Myanmar
North Korea
Pakistan
Panama
Singapore
Papua New Guinea
Sudan
Syria
Taiwan
The Philippines
Yemen
Zimbabwe

Jurisdictions where Licensed Customers must not offer Relax Gaming Group's own Games, "Powered By" and "Silver Bullet" third-party supplier games for real money play without holding a relevant local online gaming license from the competent licensing authority of the specific jurisdiction:

Armenia
Belgium
Colombia
Denmark
Estonia
France and its Territories
Georgia
Germany
Italy
Latvia
Lithuania
Mexico
Republic of Serbia

Romania

Spain

Sweden

The Netherlands including the special municipalities of Bonaire, St Eustatius and Saba

United States of America:

- Connecticut
- Delaware
- New Jersey
- Michigan
- Nevada
- Pennsylvania
- West Virginia

United Kingdom

In the event that a specific jurisdiction should be divided into multiple states or regions, the Licensed Customers shall also be permitted to offer Relax Gaming Group's own Games, "Power By" and "Silver Bullet" third-party supplier games for real money play, in such state or region as the Licensed Customer's local online gaming license specifically permits.

All EU/EEA jurisdictions licensed operations with Relax Gaming Group's own Games, "Powered By" and "Silver Bullet" third-party supplier Games for real money play shall at all times be contracted through **Relax Gaming Ltd** and hosted under the designated location as per jurisdiction requirements.

APPENDIX 2

Service Level Agreement

1. General

- 1.1 This Service Level Agreement (“**SLA**”) governs the service levels and performance of the Platform used for the offering of the Services under the Operations Agreement between Relax and the Operator (“**Main Agreement**”).
- 1.2 Words and expressions which are defined in the Main Agreement shall have the same meaning in this SLA unless explicitly defined differently herein.
- 1.3 If any part of this SLA does not correspond to or agree with the main body of the Agreement, the main body of the Agreement shall have precedence.
- 1.4 The services under this SLA are provided by Relax, which assumes full responsibility (subject to the limitations of liability in section 9 of the Main Agreement and section 4 below) in relation to the Operator for the services provided by Relax.
- 1.5 Where applicable, Relax shall also as an additional service under this SLA conduct RTP Monitoring required by the United Kingdom Gambling Commission (“**UKGC**”) for all the Games made available to the Operator under the Main Agreement. Such monitoring shall be regular automated monitoring of the actual and theoretical game RTP averages in accordance with the obligations imposed by the UKGC under the “*Testing Strategy for Compliance with Remote Gambling and Software Technical Standards, November 2018*” (as amended from time to time). Such monitoring shall, inter alia, seek to identify both scenarios where a game appears to be awarding winnings above the anticipated average and below the anticipated average. Relax will promptly notify the Operator in writing of any abnormal findings in the RTP monitoring and take all reasonable steps necessary to remedy any fault identified. Relax shall keep all appropriate records of changes to the Games as a result of the RTP monitoring and report any changes to the Operator in writing. This obligation to perform RTP monitoring shall also apply where third-party supplier games are provided by Relax, with the exception of third-party supplier games provided via Relax platform – third party supplier platform integration.

2. Performance Levels

2.1 Accessibility objective

Relax shall exercise its best efforts to ensure that the Platform will be available 24 hours a day every day of the year with only limited, scheduled and notified interruptions.

2.2 Technical support centre

Relax shall make available an operational and technical single point of contact facility (“**Support Centre**”), which shall enable the logging, reporting and resolution of any incidents twenty-four (24) hours a day, seven (7) days a week including public holidays.

2.3 Scheduled interruptions

In order to provide services, updates and maintenance, Relax will schedule interruptions in the accessibility of the Platform. These interruptions of the Platform will be kept within the following time frame:

- Not more than 24 planned interruptions per year, excluding force majeure or critical security-related vulnerabilities.
- Maximum 8-hour downtime for each interruption.

The planned interruptions shall as far as reasonably possible be scheduled between the hours of 00:00 and 07:00 UTC. Interruptions during the peak hours of the Platform activities shall be avoided but cannot be excluded. However, no planned interruption shall take place between Friday at 17:00 UTC and Sunday at 22:00 UTC.

The Operator shall be notified at least 48 hours before a scheduled interruption. The notification shall contain date and time for the interruption, planned downtime and the reason for the interruption. Relax will notify the Operator's appointed contact person by e-mail or telephone.

Relax shall undertake to exercise its best efforts to ensure that any third-party supplier whose content is provided to the Operator by Relax via a third-party supplier platform ("**Supplier Platform**") to the Platform integration, complies with the terms of this clause 2.3 when it comes to the accessibility of the Supplier Platform.

2.4 Accessibility

With the exception of the scheduled interruptions described above, Relax guarantees an uptime and accessibility per calendar month as follows:

- The Platform: 99.5%

which uptime shall be measured as follows:

The Platform:

Casino client game API responds within 3 seconds, measured once per minute, test initiated from Amazon AWS EU region, Frankfurt.

The above levels shall not include any disturbances or interruptions resulting from emergency or general maintenance that lasts five (5) minutes or less.

Relax shall undertake to ensure that any third-party supplier whose content is provided to the Operator by Relax via a Supplier Platform – Platform integration, shall provide an uptime and accessibility per calendar month amounting as follows:

Supplier Platform (offering of the Games): 99.0%

This SLA shall, with the exception of clause 2.3 and the above supplier platform accessibility percentage, exclusively apply to the operation of the Platform in connection with the offering of the Games to the Operator. Therefore, the SLAs provided to Relax by the third-party suppliers under the respective P2P game supplier agreements shall not be considered as part of this SLA.

Relax shall exercise its best efforts to ensure that the supplier platform service levels and any compensation for a failure to maintain such correspond to what is defined in this SLA to be observed in connection with the Platform. In case any third-party supplier refuses to accommodate the service or compensation levels required by the Operator that are stricter than the service and compensation levels in accordance with this SLA,

the Games of such third-party supplier shall not be available to the Operator via the Platform.

2.5 Limitations

This SLA does not cover and Relax cannot be held liable in any way for any disturbances or interruptions in the Platform availability that are in any manner related to or caused by third parties other than Relax, including but not limited to:

- i. a failure of equipment or hardware not supplied by Relax under this SLA;
- ii. a failure in local access facilities connecting the Operator to the Platform;
- iii. Force Majeure Events;
- iv. any act or omission of Operator or any of its agents, contractors or vendors, including, but not limited to (i) failure to provide Relax with adequate access or information required in connection of the provision of the Platform; (ii) failure to take any remedial action in relation to the provision of the Platform to the Operator as recommended by Relax, or otherwise preventing Relax from doing so, or (iii) any other act or omission which causes Relax to be unable to meet any of the service levels provisions;
- v. The Operator's negligence or wilful misconduct;
- vi. Any DDOS (denial-of-service) attack;
- vii. Any scheduled interruptions; or
- viii. Any downtime of the Operator.

2.6 Measuring report

The uptime and accessibility of the Platform is measured by Relax on a monthly basis. A monthly report specifying the downtime of the Platform will be delivered to the Operator upon request.

3. **Incident Management**

3.1 Unplanned incidents

In the event of unplanned incidents, the incident search shall begin as soon as possible. Incidents shall be reported to the Support Centre according to the instructions set forth below in clause 3.3.

In the event Relax identifies an issue that leads to a breach of regulation, it undertakes to without unnecessary delay notify the Operator of such issue. In circumstances where any the Operator's regulator raises a non-conformity in relation to the Games, Relax ensures a proper response/investigation/fix is undertaken in accordance with the timelines imposed by the respective regulator.

3.2 Problem Resolution Response Time

Relax endeavours to resolve any unplanned incidents within the target resolution times relevant to its priority.

Priority	Criteria and description	Target resolution time
1	Critical: complete loss or major degradation of any element or function of the services. This would mean service impossible to use and impacts to 3rd party	2 hours

	services which are dependent on the supplier services and systems.	
2	Major: minor degradation of any element or function of the services where there is a functional loss of < 20% including impacts to 3rd party services which are dependent on the services and systems. Large number of Players is impacted, with the service performing at a degraded capability, but still available.	8 hours
3	Ordinary: incident related to a non-production environment with no impact or impact on a small number of Players (or on a large number of users but a workaround exists).	72 hours/3 days
4	Low: no impact on Players' gameplay	7 days

Notwithstanding the abovementioned target resolution time frames, the escalation process of Relax guarantees that the Support Centre will commence work on the elimination of the incident within the following time frame from receipt of the initial report:

- Monday - Friday between 9:00 and 17:00 EET/EEST within 15 minutes.
- During any other time within 30 minutes (including also Mondays to Fridays that are national holidays in Estonia or Malta, 24 December or 31 December).

Relax shall promptly inform the Operator if in its reasonable opinion, at any time an incident needs to be reclassified.

Relax shall ensure the continuance of effort to clear the incident and restore the relevant services within the agreed service levels as set out.

Relax shall at each stage keep the Operator reasonably regularly informed of the incident status.

3.3 Communication and reporting routines

When the Operator discovers any indications on incidents that affect the accessibility of the Platform, the Support Centre shall be contacted in accordance with the following instructions:

- 24/7/365 by contacting the Support Centre via Relax Service Desk. Should the Relax Service Desk be unavailable for any reason, the Support Centre can also be contacted by telephone +372 322 3222.

If the Operator reports an incident covered by this SLA by making a telephone call, the Operator is also always required to submit a ticket to Relax Service Desk portal. The timestamp of the ticket will be the time used for calculation of reaction times.

When the problem which caused the incident has been rectified, the Operator will be notified thereof immediately. A written incident report will, on request, be delivered to the Operator contact person no later than 48 hours after the rectification.

4. Credits

If the guaranteed accessibility as described in Section 2.4 is not achieved in any individual calendar month, the Royalty for the month following directly upon the month of measurement shall on invoice and affected supplier's content-specific basis (not to be calculated on aggregate basis) be reduced as follows:

The Platform

97 % - 99.49 % uptime and accessibility => 10% reduction of the Royalty

≤ 97 % uptime and accessibility => 25% reduction of the Royalty

APPENDIX 3

Relax Games Term Sheet

The main agreement between Relax Gaming International Limited (“**Relax**”) and OnyxioN B.V. (“**Operator**”) signed on 2021-12-10 (“**Main Agreement**”) shall remain in full effect except for the explicit details stated in this Appendix 3. The definitions in the Main Agreement shall also be applied in connection with this term sheet.

This term sheet (“**Term Sheet**”) defines the commercial structures regarding serving Relax’s own slot and/or table games content (“**Relax Slot Content**”/“**Relax Table Games Content**”) or ‘SilverBullet’ Content to the Operator via the Gaming System. Relax Slot Content/Relax Table Games Content are referred to as “Relax Content” in the Main Agreement and Relax Slot Content/Relax Table Games Content and ‘SilverBullet’ Content are jointly referred to as “Relax Games” in the Main Agreement.

The Parties shall agree on the commercial structures for the above content as follows:

A. Invoicing and payment of Revenue Share

Relax shall invoice the Revenue Share to the Operator.

The Operator shall pay Relax’s invoice within twenty (20) days of receipt. Late payments will incur a penalty interest of eight (8) per cent per annum.

B. Commercial terms for Relax Slot Content and ‘SilverBullet’ Slot Content

The monthly Revenue Share payable by the Operator to Relax for the Relax Slot Content and/or ‘SilverBullet’* Content shall be calculated on the basis of the net game win defined below in section D (“**Net Game Win**”) by using the applicable Revenue Share tiers below.

The monthly Revenue Share shall, for the period of twelve (12) months from the date on which first Relax Slot Content or ‘SilverBullet’ Content game is launched for real-money play, shall be seven (7) percent of the monthly Net Game Win.

The monthly Revenue Share to be observed upon the expiry of the above initial period of 12 months shall amount to the below percent of the monthly Net Game Win:

- (i) 9% of all Net Game Win up to EUR 500,000.00;
- (ii) 8% of all Net Game Win upon it exceeding EUR 500,000.01;
- (iii) 7% of all Net Game Win upon it exceeding EUR 1,000,000.00.

Note: Please observe that if the Operator achieves level (ii) and/or (iii) in Net Game Win, the Revenue Share shall be calculated from EUR 0, fully nullifying the 9% and/or 8% Revenue Share tier levels.

Example A: Net Game Win of EUR 600,000.00 generated in a month results in the achievement of level (ii) and application of 8% to the whole Net Game Win Amount; $\text{EUR } 600,000.00 \times 8\% = \text{EUR } 48,000.00$ in Revenue Share

Example B: Net Game Win of EUR 1,250,000.00 generated in a month results in the achievement of level (iii) and application of 7% to the whole Net Game Win amount; $\text{EUR } 1,250,000.00 \times 7\% = \text{EUR } 87,500.00$

C. Commercial terms for Relax's Table Games Content

The monthly Revenue Share shall, for as long as the Main Agreement stays in force, amount to the below percentage of Net Game Win in EUR:

(i) EUR 0 or more results in 1% of all Net Game Win

It is stated for clarity that Relax's Table Games Content shall contribute to the Net Game Win tiers defined in B. above.

D. Net Game Win

Net Game Win shall be defined as:

+	Aggregate of all bets/stakes
-	Winnings
-	(Jackpot contributions*)
=	Gross Game Win
-	Freespins winnings**
-	Cancelled or void bets
-	Gaming tax relating to the turnover and/or winnings of the Games***
=	Net Game Win

*) Jackpot contributions may only be deducted in case Relax and the Operator have signed a separate addendum facilitating the jackpot offering via Relax. The jackpot offering is subject to availability in the markets the operator operates in.

**) Only Freespins using the Gaming System or Relax Freespins API may be deducted. The maximum Freespins cost that is allowed to be deducted is 25% of Gross Game Win, i.e. if the Freespins costs are 30% of Gross Game Win, only 25% will be deducted.

***) Only gaming tax in Regulated Markets may be deducted. Regulated Markets shall in this context refer to markets in which a licensing regime for privately owned gaming companies is in place as made available and supported by Relax from time. It is stated for the sake of clarity that the Operator's right to deduct the gaming tax in a specific Regulated Market may be subject to Relax and the Operator entering into a separate Regulated Markets Addendum.

E. Termination

This Term Sheet terminates immediately if the Main Agreement is terminated.

Unless otherwise terminated, this Term Sheet shall terminate thirty-six (36) months from the signature date and automatically renew in twelve (12) month cycles. Either party may terminate the Term Sheet by giving three (3) month's written notice before cycle end or before the initial 36-month period.

Relax Gaming International Limited

DocuSigned by:

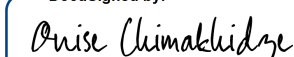


By Ted Pepper, Director

Date: Dec 13, 2021

OnyxioN B.V.

DocuSigned by:

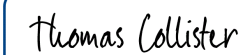


By Onise Chimakhidze, Managing Director

Date: Dec 13, 2021

Relax Gaming International Limited

DocuSigned by:



By Thomas Collister, Director

Date: Dec 13, 2021

THIS APPENDIX 4 IS A TEMPLATE OF THE OPERATOR TERM SHEET FOR 'POWERED BY RELAX' GAMES AND IS NOT INTENDED TO BE SIGNED UNTIL COMPLETED WITH THE APPLICABLE COMMERCIAL AND ANY SPECIAL TERMS FOR THE 'POWERED BY RELAX' GAMES OF EACH APPLICABLE 'POWERED BY RELAX' SUPPLIER.

APPENDIX 4

OPERATOR TERM SHEET TEMPLATE FOR 'POWERED BY RELAX' GAMES

Term Sheet For (Supplier)'s 'Powered by Relax' Games

The Main Agreement between Relax Gaming International Limited ("Relax") and OnyxioN B.V. ("Operator") signed on 2021-12-10 shall remain in full effect except for the explicit details stated in this Appendix 4.

This term sheet ("Term Sheet") for 'Powered by Relax' Games defines the commercial structures regarding serving 'Powered by Relax' Partner's (Supplier) ("Supplier") content on the Platform for the Operator.

The Parties agree that:

- A. Relax will invoice both Relax's platform fee and the Supplier's share from the Operator in the form of one Revenue Share amount and pay the Supplier's share in accordance with what has been separately agreed between Relax and the Supplier.
- B. The Operator shall pay Relax's invoice within twenty (20) days of receipt. Late payments will incur a penalty interest of eight (8) percent per annum.
- C. The Operator and the Supplier have separately agreed a total Revenue Share payable by the Operator amounting to percent (x) percent of the Net Game Win, which is also to be observed in this Operator Term Sheet between Relax and the Operator.
- D. This Term Sheet terminates immediately if the Main Agreement is terminated or Relax's agreement with the Supplier is terminated.

This Term Sheet shall terminate twenty-four (24) months from signature date and automatically renew in twelve (12) month cycles. Either party may terminate the Term Sheet by giving three (3) month's written notice before cycle end or before the end of the initial 24-month period.

- E. Net Game Win is defined as follows:

+	Aggregate of all bets/stakes
-	Winnings
-	(Jackpot contributions*)
=	Gross Game Win
-	Bonus costs**
-	Cancelled or void bets
-	Gaming tax relating to the turnover and/or winnings of the Games***
=	Net Game Win

*) Jackpot contributions may only be deducted in case Relax and the Operator have signed a separate addendum facilitating the jackpot offering via Relax. The jackpot offering is subject to availability in the markets the operator operates in.

**) Only bonus costs directly related to the games may be deducted. The maximum bonus costs that are allowed to be deducted is xx% of Gross Game Win, i.e. if the bonus costs are 25% of Gross Game Win, only xx% will be deducted.

***) Only gaming tax in Regulated Markets may be deducted. Regulated Markets shall in this context refer to markets in which a licensing regime for privately owned gaming companies is in place as made available and supported by Relax from time. It is stated for the sake of clarity that the Operator's right to deduct the gaming tax in a specific Regulated Market may be subject to Relax and the Operator entering into a separate Regulated Markets Addendum.

F. [if applicable] Data Protection: The signature of this Term Sheet shall be considered as the written notice of appointment of the Supplier as a Sub-processor, as required per Clause 6.3 of the Data Processing Agreement signed between the Parties. Sub-processor will process personal data on behalf of Relax as needed for the purpose of the supply of the games to the Operator. [if applicable]

G. [Other terms if applicable]

Relax Gaming International Limited

DocuSigned by:

 By Ted Pepper, Director
 Date: Dec 13, 2021

OnyxioN B.V.

DocuSigned by:

 By Onise Chimakhidze, Managing Director
 Date: Dec 13, 2021

Relax Gaming International Limited

DocuSigned by:

 By Thomas Collister, Director
 Date: Dec 13, 2021

APPENDIX 5

DATA PROCESSING AGREEMENT

Dec 13, 2021

This data processing agreement (“**DPA**”) shall be entered on [DATE] by and between:

- (1) **Relax Gaming International Limited**, a company incorporated in the Isle of Man (registration number 133267C), having its registered office at Clinch’s House, Lord Street, Douglas, Isle of Man, IM99 1RZ (hereinafter “**Relax**” or “**Processor**”);

and

- (2) **OnyxioN B.V.**, a company incorporated in Curaçao (registration number 151296), with its registered office at Abraham Mendez Chumaceiro Boulevard 50, Willemstad PO BOX 4750, Curaçao (hereinafter “**Operator**” or “**Controller**”)

The parties to this DPA shall be jointly referred to as “**Parties**” and individually as a “**Party**”.

The definitions and terms in the Main Agreement shall also be applied in connection with this DPA.

1. Background

- (A) The Parties have agreed that it may be necessary for the Processor to Process certain Personal Data on behalf of the Controller.
- (B) The Parties have agreed to enter into this agreement (“**DPA**”) for the purpose of agreeing on the respective compliance obligations imposed upon the Parties pursuant to the Data Protection Laws. The Processor is appointed by the Controller to Process such Personal Data on behalf of the Controller as is necessary to provide the Services in accordance with the terms of this Agreement.
- (C) The Parties acknowledge that this DPA applies only if and to the extent that the Processor is deemed to undisputedly process Personal Data as a Processor.
- (D) This DPA constitutes an appendix to the Operations Agreement entered into between Relax and the Operator on 2021-12-10 (“**Main Agreement**”) for the provision of the Games to the Operator via the Gaming System.

2. Additional definitions and interpretation

- 2.1 The definitions in the Main Agreement shall be complemented with the following expressions used in this DPA:

“**Applied GDPR**” means the EU General Data Protection Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC, as applied to the law of the Isle of Man pursuant to the Data Protection (Application of GDPR) Order 2018 by virtue of the GDPR and LED Implementing Regulations 2018 and the Data Protection Act 2018;

“**Controller Personal Data**” means any Personal Data Processed by Relax or its Sub-processor on behalf of a Controller pursuant to or in connection with the Main Agreement;

“**Data Controller**”, “**Data Processor**”, “**Data Subject**”, “**Personal Data**”, “**Personal Data Breach**”, “**Processing**”, “**Processes**”, “**Supervisory Authority**” shall have the same meaning as given to them under Applied GDPR;

“Data Protection Laws” means the Applied GDPR as amended, replaced or superseded from time to time and, to the extent applicable, the data protection or privacy laws of any other country;

“Restricted Transfer” means each case where such transfer would be prohibited by Data Protection Laws (or by the terms of data transfer agreements put in place to address the data transfer restrictions of Data Protection Laws) in the absence of an adequate decision by the EU Commission as referred to in Article 45(1) of the Applied GDPR or of the Standard Contractual Clauses to be established under section 14 below;

“Request” means a request from a Data Subject to exercise the rights under the Data Protection Laws in respect of Controller Personal Data;

“Services” means the services to be provided by Relax pursuant to the Main Agreement or otherwise agreed between the Parties;

“Standard Contractual Clauses” means the contractual clauses in accordance with the EU Commission Implementing Decision (EU) of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council, or any other standard contractual clauses issued by the EU Commission which replace such clauses from time to time;

“Sub-processor” means any person (including any third party but excluding an employee of Relax) appointed by or on behalf of Relax to Process Personal Data on behalf of the Controller in connection with the Main Agreement. It is stated for clarity that such Sub-processor shall be considered to also include any third-party game suppliers whose content is distributed to the Operator via a supplier platform – Relax platform integration (**“P2P Supplier”**).

3. Processing of Personal Data

3.1 Relax shall:

- 3.1.1 comply with its obligations under all applicable Data Protection Laws in the Processing of Controller Personal Data;
- 3.1.2 agree and warrant to process the Controller Personal Data only on behalf of the Controller and in compliance with its documented instructions and the Main Agreement and/or this DPA;
- 3.1.3 immediately inform the Controller if, in Relax’s opinion, instructions given by the Controller infringe Data Protection Laws; and
- 3.1.4 request the Controller to transfer only the Controller Personal Data that it is necessary for Relax to provide the Services.

3.2 The details of the scope and purpose of the Controller Personal Data and Processing (including the type of Controller Personal Data and categories of Data Subjects) covered by this DPA are set out in Annex 1.

3.3 Any information and data provided by the Controller to Relax and used by Relax directly or indirectly in the performance of this Agreement shall remain at all times the property of the Controller.

4. Relax and its personnel

4.1 Relax shall ensure that access to the Controller Personal Data is restricted to its authorized employees of and/or any Sub-processors who need to know/access the relevant Controller Personal Data, as strictly necessary for the purposes of the Main Agreement, and to comply with Data Protection Laws.

- 4.2 Relax shall ensure that the personnel who access the Controller Personal Data have signed agreements requiring them to keep all Controller Personal Data confidential and that the personnel processing or having access to the Controller Personal Data receive adequate training on compliance with the data protection provisions under this DPA and Data Protection Law applicable to the Processing.

5. Security

- 5.1 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing, as well as the risk of varying likelihood and severity for the rights of Players, Relax shall in relation to the Controller Personal Data implement and maintain, at its cost and expense, appropriate technical and organisational measures in relation to its processing of Controller Personal Data so as to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the Applied GDPR, which are detailed in Annex 3 below.

6. Sub-processing

- 6.1 The Controller shall authorize Relax to appoint Sub-processors in accordance with this section 6 and any restrictions set in the Main Agreement. It is stated for clarity that the appointment of any P2P Suppliers referred to above as Sub-processors shall be subject to a separate agreement on the commercial terms for the distribution of respective Games under the Main Agreement between Relax and the Controller.
- 6.2 Relax shall be allowed to continue to use those Sub-processors (of which the Controller has been made aware) already engaged by Relax as at the Effective Date of this DPA, subject to Relax in each case meeting as soon as practicable the obligations set out in clause 6.4 below. The sub-processor already engaged at the time of entering into this DPA shall be defined in Annex 2 below.
- 6.3 Relax shall give the Controller a prior written notice of the appointment of any new Sub-processor, including full details of the Processing to be undertaken by the Sub-processor. If, within five (5) Working Days of receipt of such notice, the Controller notifies Relax in writing of any objections (on reasonable grounds) to the proposed appointment, Relax shall not appoint the proposed Sub-processor unless reasonable steps have been taken to address the objections raised by the Controller and are approved by the Controller (approval not being unreasonably withheld).
- 6.4 With respect to each Sub-processor, Relax shall:
- 6.4.1 Before the Sub-processor first Processes Controller Personal Data, carry out adequate due diligence to ensure that the Sub-processor is capable of providing the level of protection for the Controller Personal Data required by this DPA;
- 6.4.2 Ensure that the arrangement between Relax and the Sub-processor is governed by a written contract including terms which offer no less onerous level of protection for the Controller Personal Data as one set out in this DPA; and
- 6.4.3 If that arrangement involves a Restricted Transfer, ensure that the Standard Contractual Clauses are at all relevant times incorporated into the agreement between Relax and the Sub-processor.
- 6.5 Relax shall ensure that each Sub-processor performs the obligations under sections 3.1, 4, 5, 7.1, 8.2, 9 and 12.1, as they apply to the Processing of Controller Personal Data carried out by that Sub-processor, as if it were a party to this DPA in place of Relax.

7. Data subject rights

- 7.1 Relax shall provide the Controller with reasonable co-operation and assistance in complying with any Data Subject Request received by the Controller or Relax relating to Controller Personal Data and in particular shall:

- 7.1.1 Notify the Controller promptly and without undue delay if it receives a Request from a Data Subject of any Controller Personal Data;
- 7.1.2 Where the Controller is not able to access such requested Controller Personal Data itself without Relax's support, on request from the Controller, supply the Controller with the Controller Personal Data which is sought under the request promptly and without undue delay;
- 7.1.3 Not disclose or release any Controller Personal Data in response to a Data Subject access Request served on Relax by any Data Subject or third party, without first consulting with and obtaining the prior written consent of the Controller;
- 7.1.4 To the extent that the Controller is unable to correct, amend, block or delete Controller Personal Data in response to a Request from a Data Subject in accordance with Data Protection Laws without Relax's assistance, Relax shall comply with any reasonable Request by the Controller to facilitate such actions.

8. **Personal data breach**

- 8.1 Relax shall notify the Controller immediately (and in any event within 48 hours) if it becomes aware of any unauthorised or unlawful Processing of, loss of, damage to or destruction or corruption of Controller Personal Data ("**Personal Data Breach**"), providing the Controller with sufficient information to allow the Controller to meet any obligations to report to competent authorities or inform Data Subjects.
- 8.2 Relax shall cooperate with the Controller and take such reasonable steps as are directed by the Controller to assist in the investigation, mitigation and remediation of each Personal Data Breach.

9. **Data protection impact assessment and prior consultation**

- 9.1 Where a type of processing is likely to result in a high risk to the rights and freedoms of natural persons, Relax shall provide reasonable assistance to the Controller with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities.

10. **Supervisory Authority measures or investigations**

- 10.1 Both Parties shall cooperate and assist the other Party in the event of any measures or investigations taken by the Supervisory Authority related to any activities conducted under this DPA, including promptly notifying the other Party of the threat and commencement of such measures. The Parties shall take all reasonable measures necessary to limit the potential damage incurred to either of the Parties due to such event.

11. **Deletion of Controller Personal Data**

- 11.1 Relax shall promptly after the date of cessation of any Services involving the Processing of Controller Personal Data ("**Cessation Date**"), delete and procure the deletion of all copies of the Controller Personal Data. Deletion means permanently removing of all copies of the Controller Personal Data from Relax's and/or Relax's Sub-processors' systems.
- 11.2 Notwithstanding what is stated above in clause 11.1, Relax shall be entitled to retain Controller Personal Data to the extent required by regulatory requirements and only to the extent and for such period as required by regulatory requirements and always provided that Relax shall ensure the confidentiality of all such Controller Personal Data.
- 11.3 On request from the Controller, Relax shall provide written certification to the Controller that it has fully complied with the clause 11.1 within fifteen (15) Working Days of the Cessation Date.

12. **Audit Rights**

- 12.1 Relax shall make available to the Controller on request in a timely manner such information as is reasonably required by the Controller to demonstrate Relax's compliance with its obligations under Data Protection Laws and this DPA.
- 12.2 Relax shall permit and contribute to audits conducted by the Controller or another auditor mandated by the Controller for the purpose of demonstrating Relax's compliance with its obligations under Data Protection Laws and this DPA. This shall be subject to the Controller giving Relax reasonable prior notice of such audit and/or inspection and ensuring that any auditor is subject to binding obligations of confidentiality and that such audit or inspection is undertaken so as to cause minimal disruption to Relax's business and in the narrowest applicable extent. Relax or a Sub-processor need not give access to its premises for the purposes of such an audit or inspection:
- 12.1.1 to any individual unless he or she produces reasonable evidence of identity and authority;
 - 12.1.2 outside normal business hours at those premises, unless the audit or inspection needs to be conducted on an emergency basis and the Controller has given notice to Relax that this is the case before attendance outside those hours begins; or
 - 12.1.3 for the purposes of more than one audit or inspection, in respect of Relax and each Sub-Processor, in any calendar year, except for any additional audits or inspections which:
 - 12.1.3.1 Controller undertaking an audit reasonably considers necessary because of genuine concerns as to Relax's compliance with this DPA; or
 - 12.1.3.2 Controller is required or requested to carry out by Data Protection Laws, a Supervisory Authority or any similar regulatory authority responsible for the enforcement of Data Protection Laws in any country or territory,

where the Controller has identified its concerns or the relevant requirement or request in its notice to Relax of the audit or inspection.

13. Indemnity

- 13.1 Relax shall indemnify the Controller for any breach of this DPA and Data Protection Laws in relation to the Processing of Controller Personal Data, which renders the Controller liable for any costs, fines, claims or expenses howsoever arising. The liability of Relax under this section 13 shall, taking into consideration the restricted extent of the Controller Personal Data to processed, be capped to GBP 500,000.00. It is stated for clarity that no liability cap shall be applicable to any damage resulting from gross negligence or wilful misconduct.

14. Restricted transfers

- 14.1 Relax shall not transfer any Controller Personal Data outside the Isle of Man or the EEA without the prior approval of the Controller.
- 14.2 The Controller and Relax shall undertake to enter into the Standard Contractual Clauses in respect of any Restricted Transfer.
- 14.3 Relax warrants and represents that, before the commencement of any Restricted Transfer to a Sub-processor, Relax and the Sub-processor have entered into and executed the respective Standard Contractual Clauses.

15. Term

- 15.1 This DPA shall commence on the date on which it has been signed by both Parties ("**DPA Effective Date**") and shall continue in full force and effect until the termination or expiration of the Main Agreement. Following the DPA Effective Date, the provisions of this DPA shall apply to any Processing of Personal Data received prior to execution of the DPA during any transitional or migration phase.

16. Order of Precedence

- 16.1 Nothing in this DPA reduces Relax's obligations under the Main Agreement in relation to the protection of Personal Data or permits Relax to Process (or permit the Processing of) Personal Data in a manner which is prohibited by the Main Agreement.
- 16.2 Subject to section 16.1, with regard to the subject matter of this DPA, in the event of inconsistencies between the provisions of this DPA and any other agreements between the Parties, including the Main Agreement, the provisions of this DPA shall prevail subject to clause 16.3 below.
- 16.3 Where the parties have entered into the Standard Contractual Clauses under clause 14, in the event of any inconsistencies between the Standard Contractual Clauses and any other agreements between the Parties, including this DPA and the Main Agreement, the Standard Contractual Clauses shall prevail. This DPA is entered into and becomes a binding part of the Main Agreement with effect from DPA effective date.

17. Changes to data protection laws

- 17.1 One Party may by at least thirty (30) calendar days' written notice to the other Party from time to time propose revisions to this DPA, which the Party reasonably considers to be necessary to address the requirements of any Data Protection Laws. The Party receiving the revision proposal shall, acting reasonably, accept the changes that are considered to be necessary to address the requirements of any Data Protection Laws.

18. Respective data protection compliance

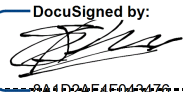
- 18.1 Both Parties are liable for their respective compliance with their own obligations of as set forth in this DPA, the Data Protection Laws and the consequences of the breaches thereof.

19. Governing law and dispute resolution

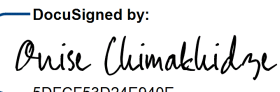
- 19.1 The Parties to this DPA hereby submit to the choice of jurisdiction and governing law stipulated in the Main Agreement with respect to any disputes or claims arising under this DPA.

This DPA has been executed duplicate on the date first set forth above.

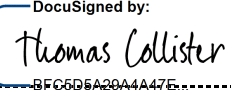
Relax Gaming International Limited

DocuSigned by:

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 By Ted Pepper, Director
 Date: Dec 13, 2021

OnyxioN B.V.

DocuSigned by:

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 By Onise Chimakhidze, Managing Director
 Date: Dec 13, 2021

Relax Gaming International Limited

DocuSigned by:

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 By Thomas Collister, Director
 Date: Dec 13, 2021

ANNEX 1:**Details of processing of Controller Personal Data**

This Annex 1 includes certain details of the Processing of Controller Personal Data as required by Article 28(3) Applied GDPR.

1. Subject matter and duration of the Processing of Controller Personal Data

The subject matter and duration of the Processing of the Controller Personal Data are set out in the Main Agreement and this DPA.

2. The nature and purpose of the Processing of Controller Personal Data

Provision of gaming platform services to online gambling operators/distributors.

3. The types of Controller Personal Data to be Processed

Personal Data obtained directly by Relax on the Platform

Category of Data	Data Subjects	Location of the processing
Currency rate, last recorded currency rate for the player (native currency to EUR rate)	Player	Estonia, Ireland, Germany and the United States
Last login IP, player IP address for last login, obtained by platform	Player	Estonia, Ireland, Germany and the United States
Last login country, player country code for last login, obtained by platform based on last login IP	Player	Estonia, Ireland, Germany and the United States
Last login, timestamp of player last login	Player	Estonia, Ireland, Germany and the United States
Create time, timestamp of player creation (player first login)	Player	Estonia, Ireland, Germany and the United States
Relax id (internal numeric id for player)	Player	Estonia, Ireland, Germany and the United States

Controller Personal Data required by Relax to provide the Service

Category of Data	Data Subjects	Location of the processing
Customer id, player unique customer id at operator, usually numerical	Player	Estonia, Ireland, Germany and the United States
Country code, player ISO 3166-1 country code at operator	Player	Estonia, Ireland, Germany and the United States
Jurisdiction, player jurisdiction at operator	Player	Estonia, Ireland, Germany and the United States
Currency code, player currency code at operator	Player	Estonia, Ireland, Germany and the United States

Cashier token, wallet cashier token from operator	Player	Estonia, Ireland, Germany and the United States
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4. The categories of Data Subject to whom the Controller Personal Data relates:

- (i) Players as defined in the Main Agreement

5. The obligations and rights of Controller

The obligations and rights of Controller are set out in the Main Agreement and this DPA.

6. Contact points for data protection enquiries

- 6.1 Relax Gaming International Limited, Clinch's House, Lord Street, Douglas, Isle of Man,
IM99 1RZ
privacy@relax-gaming.com
- 6.2 Controller: Abraham Mendez Chumaceiro Boulevard 50, Willemstad PO BOX 4750,
Curaçao
rlcompleter@gmail.com

ANNEX 2

Sub-processors already contracted on the DPA Effective Date

NAME OF SUB-PROCESSOR	REGISTERED BUSINESS ADDRESS	ACTUAL LOCATION OF THE PROCESSING
Amazon Web Services Inc.	410 Terry Avenue North Seattle, WA 98109-5210, United States	Frankfurt, Region EU-Central-1. Germany.
Sisense Inc.	921 Washington Avenue South, Minneapolis, MN 55415, United States	Last location: US-East 1, US-West 2, United States. Caching layer location: Dublin, Ireland.

Sub-processors to be contracted after the DPA Effective Date as per clause 6.2.

NAME OF SUB-PROCESSOR	REGISTERED BUSINESS ADDRESS	ACTUAL LOCATION OF THE PROCESSING
Each P2P Supplier whose content is provided to the Controller via the Relax Platform upon the execution of the applicable term sheet.	Available upon request after the Operator has agreed to offer content of the respective P2P Supplier.	Available upon request after the Operator has agreed to offer content of the respective P2P Supplier.

ANNEX 3

Security measures for the processing of Personal Data

Pseudonymisation and encryption of personal data

Relax uses, by default, pseudonymization of the personal data of the data subject that could lead to the data subjects' identification. As an example: data subject ID is a randomized number.

The suitability and convenience of implementation of encryption as a technical feature to protect personal data has been assessed. However, as the limited scope of a player's personal information that is obtained from the controller is not sufficient to identify the player, this renders encryption unnecessary.

Ability to ensure the ongoing functionality, integrity, availability and resilience of processing systems and services and ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident.

Relax has established protection against accidental or willful destruction or loss, such as backup strategy (online/offline, on-site/off-site), uninterruptible power supply (UPS), antivirus, firewall, reporting and contingency plans and rapid recoverability. Such protection mechanisms are detailed in the Backup and data retention section of the Relax Gaming Group's Information Security Policy, which ensures the following measures:

- Relay control to prevent any unauthorized reading, copying, modification or removal during electronic transmission or transport, such as encryption, virtual private networks (VPN), and/or electronic signature.
- Entry control which allows Relax to determine whether and by whom personal data has been entered, altered or removed in data processing systems, such as logging, document management.

Process for regular testing, assessing and evaluating the effectiveness of technical organizational measures for ensuring the security of the processing

In addition to the controls mentioned above, the Information Security Policy has an Access control section covering the following:

- Entry Control to avoid unauthorized access to data processing systems, such as magnetic or chip cards, keys, electric door openers, security or gatekeepers, alarm systems, and video installations;
- Access Control to prevent from unauthorized system usage, such as (secure) passwords, automatic locking mechanisms, Two-factor authentication, and encryption of data carriers;
- Access Control to prevent unauthorized reading, copying, modification or removal within the system, such as authorization concepts and needs-based access rights, and logging of accesses;
- Separation Control to separate processing of data collected for different purposes, such as multi-client capability or sandboxing.

The above measures are described in a more thorough detail in the Group's Information Security Policy.

Additionally, Relax shall ensure that access to personal data is restricted to its authorized staff and/or any Sub-processors who need to know or access the relevant personal data as strictly necessary for the purposes of the Main Agreement, and to comply with Applicable Laws.

Relax shall ensure that the personnel who access the Controller Personal Data have signed agreements requiring them to keep all Controller Personal Data confidential and that the personnel processing or having access to the Controller Personal Data receive adequate training on compliance with the data protection provisions under this DPA and Data Protection Law that is applicable to the Processing.