

NOLIMIT CITY SERVICES LIMITED

- AND -

ONYXION B.V.

**AGREEMENT FOR THE PROVISION OF GAMES &
SERVICES**

(RESELLER - GSC)

This agreement for the provision of services (the “**Agreement**”) entered into by and between:

Of the first part

Nolimit City Services Limited, a company registered under the laws of the Isle of Man bearing company registration number 018118V and having its registered office situated at First Floor, Millennium House, Victoria Road, Douglas, Isle of Man, IM2 4RW (hereinafter referred to as “**Nolimit**”); and

Of the second part

OnyxioN B.V., a company registered under the laws of Curacaobearing company registration number 151296 and having its registered office situated at Abraham Mendez Chumaceiro Boulevard 50, Willemstad PO BOX 4750, Curaçao (hereinafter referred to as the “**Licensee**”);

Nolimit and the Licensee shall be collectively referred to as the “**Parties**” and each individually as a “**Party**”.

PREAMBLES

WHEREAS

- I. Nolimit forms part of a Group of companies which are engaged in the development of software, and the licensing of interactive games for use through digital channels, including the web and on mobile;
- II. Nolimit has the legal right to licence the Games;
- III. Nolimit is desirous of making the Games and Services available to the Licensee;
- IV. The Licensee operates the Licensee Platform and is therefore desirous of acquiring a license to resell the Games, and to receive the Services from Nolimit to enable the sub-licensing of the Games to 3rd Party Operators; and;
- V. Pursuant to the points above, the Parties are entering into this Agreement to clearly define the terms and condition which shall regulate their relationship and define the rights and obligations of the Parties.

NOW THEREFORE, in consideration of the above recitals, which recitals are expressly made a material part and component of this Agreement, and in further consideration thereof, the Parties are hereby agreeing to enter into this Agreement subject to the following **TERMS AND CONDITIONS**:

1. INTERPRETATION AND DEFINITIONS

1.1 In this Agreement, except where the context requires otherwise:

- 1.1.1 Words indicating one gender include all genders;
- 1.1.2 the words "includes" and "including" are always treated as being followed by "without limitation";
- 1.1.3 “written” or “in writing” means hand-written, type-written, printed or electronically made, and resulting in a permanent record;

- 1.1.4 references to Clauses and Annexes are to Clauses in and Annexes to this Agreement as amended in accordance with this Agreement at any time and include any additional annexes agreed between the Parties in writing at any time pursuant to this Agreement;
 - 1.1.5 any reference to a person includes natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, states, foundations or trusts;
 - 1.1.6 any reference to a person includes that person's legal personal representatives, successors and assigns;
 - 1.1.7 the headings and any marginal words are included for ease of reference only and do not affect the interpretation of this Agreement;
 - 1.1.8 any phrase introduced by the terms "including", "include", "in particular", or any similar expression is illustrative only and does not limit the sense of the words preceding those terms; and
 - 1.1.9 words indicating the singular also include the plural and vice versa.
- 1.2 When used in this Agreement, including the preambles hereto, the following terms with initial capital letters shall have the meanings assigned below unless there is something in the subject matter or context inconsistent therewith:

3rd Party Operator(s) means an external active operator or a white-label operator to which the Licensee sub-licenses the Games via the Licensee Platform;

Addendum(s) means any document expressly stated to be an Addendum, which is expressed in writing and purports to vary some provision of this Agreement and signed by both the Parties;

Agreement means this entire Agreement including any Annexes, Schedules or Addendums thereto as may be amended in writing from time to time in accordance with the terms of this Agreement;

Annex(es) means any Annex(es) attached to this Agreement as may be amended from time to time;

Beneficial Ownership means, in respect of the Parties, any natural person or persons who ultimately own or control that Party through direct or indirect ownership of twenty per centum (20%) plus one (1) or more of the shares or more than twenty per centum (20%) of the voting rights or an ownership interest of more than twenty per centum (20%) in that Party, including through bearer share holdings, or through control via other means, other than a company that is listed on a regulated market which is subject to disclosure requirements consistent with European Union law or equivalent international standards which ensure adequate transparency of ownership information;

Business Activity means the provision of online gambling services including the sub-licensing of Games to 3rd Party Operators;

Confidential Information means confidential or proprietary information of a Party, whether marked as confidential or otherwise and whether communicated orally or in writing, including, without limitation, information of a Party concerning inventions, trade secrets, know-how, methods, processes, techniques, code, technologies, existing and potential customer and clients lists, financial information, strategic business plans, other technical, business, and operational information, licensees, users, suppliers or customers and the terms and conditions of this Agreement;

Documentation means any integration manual and such other documentation, specifications and manuals as may be made available to the Licensee by Nolimit at any time in any form;

Effective Date means the 1 December 2021;

Force Majeure Event means any cause affecting the performance by a Party of its obligations under this Agreement arising from acts, events, omissions or non-events beyond the control of that Party, including acts of God, riots, war, acts of terrorism, pandemics, fire, flood, storm or earthquake, failure or non-availability of any network utility or the services or facilities provided by any third-party service provider, strikes or lock-outs, failure of systems or services and any disaster;

Games means one or more games or products, as listed in Annex A hereto as may be amended from time to time, provided by Nolimit in terms of its licence issued by the GSC (the “**Licence**”);

Group means, in relation to a Party, any company:

- (i) in which the relevant Party holds at least forty per centum (40%) of the share capital which is entitled to attend and vote at any general meeting, or is a member of and has the right to appoint the majority of its board of directors, or is a member of it and controls (pursuant to any form of agreement with the other members) at least forty per centum (40%) of the voting rights (a “**Subsidiary**”);
- (ii) which owns at least forty per centum (40%) of the share capital which is entitled to attend and vote at any general meeting of the relevant Party, or is a member of and has the right to appoint the majority of the relevant Party’s board of directors, or is a member of and controls (pursuant to any form of agreement with the other members) at least forty per centum (40%) of the relevant Party’s voting rights (a “**Parent**”);
- (iii) which is the Subsidiary of a Parent of the relevant Party;

GSC means the Gambling Supervision Commission of Isle of Man;

Integration means completion of the Integration pursuant to Clause 3 of this Agreement having been demonstrated to be successfully completed, by the testing outlined therein;

Intellectual Property or **Intellectual Property Rights** means all intellectual property and intellectual property rights including, but not limited to, illustrations, patents, designs, trademarks, logos, service marks, marks, domain names, service name,

brand names, trade names, copyrights, know-how, computer programs, software, technological innovations and inventions, whether registered, unregistered or pending registration and any goodwill associated with any business owning, holding or using any of the foregoing;

Launch Date means the later of:

- i. the date on which the Licensee is licensed in terms of applicable law to carry out the Business Activity; or
- ii. the date of completion of Integration;

Licensee Platform means the open platform through which the Licensee makes the Games available to 3rd Party Operator(s);

Nolimit Platform means the platform owned and operated by Nolimit wherein the Games are hosted;

Player means a registered user on the Site(s) of 3rd Party Operators who plays any of the Games;

Priority One - Service Effecting Issues means an operational disturbance that affects five (5) or more contacts within one (1) hour highlighting the same problem or issue relating to any of the Games;

Restricted Currency(ies) means the currencies indicated in Annex A of this Agreement, as may be unilaterally amended from time to time by Nolimit, and any other currency which Nolimit notifies the Licensee at any time in writing as constituting a restricted currency;

Restricted Territory(ies) means the territories indicated in Annex A of this Agreement as restricted territories, as may be unilaterally amended from time to time by Nolimit, and any other territory which Nolimit notifies the Licensee at any time in writing as constituting a restricted territory;

Schedule(s) means any Schedule(s) attached to this Agreement as may be amended from time to time;

Services means the support services provided to the Licensee by Nolimit pursuant to Clause 8 herein;

Site(s) means the website(s) operated by the 3rd Party Operator(s) through which the Games are offered to the Players and such other websites as the Parties may agree in writing pursuant to this Agreement from time to time;

Territory(ies) means any part of the world where it is lawful for the Licensee to undertake the Business Activity, at the relevant time, under the Licensee's gaming licence(s) and excluding the Restricted Territories;

Working Days means any day other than a Saturday, Sunday or public holiday in Isle of Man, Malta or Sweden.

2. PROVISION OF GAMES

- 2.1 Nolimit grants the non-transferable and non-assignable right to the Licensee to sub-license the Games to 3rd Party Operators which shall subsequently make the Games available to Players on the Sites from the Effective Date upon the terms, conditions and other provisions of this Agreement. Provided that, prior to sub-licensing the Games to any 3rd Party Operator(s), the Licensee shall require the written consent of Nolimit, which consent shall not be unreasonably withheld, but which may be retracted at the reasonable discretion of Nolimit (a "**Removal Notice**"). Pursuant to a Removal Notice by Nolimit, the Licensee shall comply with making the Games unavailable to the 3rd Party Operator within thirty (30) days or any shorter timeframe as may be required by any regulatory body.
- 2.2 Nolimit shall provide the Licensee with the Documentation which the Licensee agrees to use solely for the purpose of receiving the Games and to fulfil its obligations pursuant to this Agreement.
- 2.3 The Licensee shall have the right subject to Clause 2.1 hereof, to sub-licence the Games to 3rd Party Operators subject to the following conditions:
 - 2.3.1 Sub-licensing shall be conducted under the terms and conditions of this Agreement at all times;
 - 2.3.2 That the Games are not marketed or made available by the Licensee, directly or indirectly, to any 3rd Party Operator(s) which act, whether in the normal course of business or on an ad hoc basis, as resellers of games themselves (a "**3rd Party Reseller(s)**");
 - 2.3.3 The Licensee agrees to give any 3rd Party Operator the right to leave the Licensee Platform and directly integrate with the Nolimit Platform, without facing any penalty or any other cost from the Licensee, after a period of twelve (12) months from the date when the 3rd Party Operator goes live on the Licensee Platform.
- 2.4 The Games will at all times include the standard branding of Nolimit which may change from time to time and be provided in any of the languages and currencies specified in Annex A of this Agreement.
- 2.5 The Games and Services are provided by Nolimit to the Licensee, which is hereby accepting without reservation on a non-exclusive basis and Nolimit shall have the unequivocal right to provide the Games and Services to any other third party at its absolute discretion.
- 2.6 The Licensee hereby agrees and undertakes to ensure that the Games are not made available by the 3rd Party Operator(s) to any Player who is located in, or whose IP address is located in, or who has a geographic address (either for the purposes of its registration as a Player or as a payment address for any credit card or other payment method used to pay for participation in any Game(s)), in a Restricted Territory.
- 2.7 Nolimit shall have the right, from time to time and as Nolimit may reasonably deem appropriate, to perform reasonable due diligence on the Licensee. The Licensee shall

provide all information requested by Nolimit and shall cooperate with Nolimit in connection with any request made by Nolimit as part of its due diligence checks. Should the Licensee fail to provide adequate and accurate due diligence documentation and information in accordance with the requests of Nolimit made pursuant to this Clause, Nolimit reserves the unilateral right to terminate this Agreement with immediate effect, and shall subsequently not bear any liability for such termination, nor be responsible for any damages or costs incurred up to that point by the Licensee.

- 2.8 Each Party hereby undertakes to fully comply with its respective obligations pursuant to this Agreement.

3. **INTEGRATION AND ACCEPTANCE TESTING**

- 3.1 The Licensee hereby agrees to:

- 3.1.1 integrate the Licensee Platform with the Nolimit Platform to make the Games available for sub-licensing to 3rd Party Operators which will subsequently provide the Players with access to the Games via the Sites;
- 3.1.2 ensure that the Licensee Platform remains integrated with the Nolimit Platform throughout the term of this Agreement;
- 3.1.3 following completion of the Integration, carry out acceptance testing in accordance with the test plan provided by Nolimit to the Licensee, forming part of the Documentation (the “**Acceptance Testing**”);
- 3.1.4 correct any problems identified during such Acceptance Testing; and
- 3.1.5 follow and implement the steps set out in the Nolimit integration manual forming part of the Documentation at all times.

- 3.2 The Parties hereby agree that the Integration shall be deemed to be successfully completed once:

- 3.2.1 Acceptance Testing demonstrates that the Integration envisaged by this Clause 3 has successfully completed with no problems being identified; and
- 3.2.2 the Integration is to the satisfaction of Nolimit.

- 3.3 The Licensee hereby agrees to repeat testing as often as is necessary until such testing is successfully completed in accordance with this Clause 3.

- 3.4 Nolimit shall have the right to make changes to the application programming interface (“**API**”) it makes available to the Licensee for the purposes of Integration and shall give the Licensee at least three (3) months written notice prior to carrying out any changes thereto. Upon receipt of such notice the Licensee hereby agrees to follow and implement the provisions of this Clause 3 in respect of such changes to ensure that, following such changes, the Licensee Platform remains integrated with the Nolimit Platform by the date specified in the notice given by Nolimit.

- 3.5 The Licensee hereby covenants to Nolimit that throughout the term of this Agreement, it shall conduct its business in compliance in all material respects with the requirements of all laws, rules, regulations, orders, writs, decrees or such other binding legislation ("**Legislation**"), applicable to it or to its properties including without limitation all applicable Legislation related to responsible gaming, avoidance of money laundering and prevention of funding of terrorism.

4. **WARRANTIES**

4.1 Nolimit warrants that:

- 4.1.1 it has the authority to enter into this Agreement;
- 4.1.2 has the right to provide the Licensee with the Games and Services pursuant to this Agreement;
- 4.1.3 it has processes in place to reasonably avoid the introduction of 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 Games;
- 4.1.4 it will hold and maintain in force the Licences applicable to it for the term of this Agreement.

4.2 The Licensee warrants that:

- 4.2.1 it has the authority to enter into this Agreement;
- 4.2.2 it will obtain, no later than the Launch Date and as may be necessary from time to time, and maintain throughout the term of this Agreement, all relevant licenses or authorisations required in terms of applicable law to make the Games available to 3rd Party Operators in the Territories;
- 4.2.3 it will comply with all applicable laws and regulations and hold all necessary licences, consents, permissions and authorisations including all governmental and regulatory approvals to carry on its business at any time including those needed to operate the Business Activity and to make the Games available and shall remain solely responsible for holding or maintaining the same;
- 4.2.4 it will not use or allow the use of the Games for any illegal, unlawful or improper purpose or cause;
- 4.2.5 it will ensure there shall be no introduction of 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 Games;
- 4.2.6 it will undertake best effort to ensure that 3rd Party Operators have in place appropriate usage policies to prevent Players from introducing harmful, defamatory, abusive, illegal, improper or other similar content when

participating in any Game and all policies and procedures as required by applicable regulation;

- 4.2.7 it shall not remove, attempt to remove or allow any other person to remove or attempt to remove any proprietary notice of Nolimit from the Games;
 - 4.2.8 hereby authorises Nolimit to use the Licensee's name publicly in Nolimit's marketing communication tools;
 - 4.2.9 it will use its reasonable efforts to proactively market and promote Nolimit's Games such as to maximize the potential revenue and, in particular, commit to fully market and promote all Nolimit related content in the Licensee Platform;
 - 4.2.10 it acknowledges that this Agreement is contingent upon compliance with the laws of Isle of Man. As such, the Licensee agrees that it will not, in connection with transactions contemplated in this Agreement, or in connection with any other business transactions involving the Licensee, 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 Licensee further warrants that no money has been paid to the Licensee as compensation or otherwise, which has been or will be used to pay any bribe or kickback in violation of the governing law;
 - 4.2.11 that it will enter into written agreements with each 3rd Party Operators which as a minimum will oblige the 3rd Party Operators to adhere to the Licensee's obligations arising pursuant to this Agreement.
- 4.3 Each Party warrants that it shall notify the other Party about any change in its Beneficial Ownership within thirty (30) days from the effectiveness of the change. During the sixty (60) days following receipt of such notice, the notified Party shall have the right to terminate this Agreement with immediate effect.

5. **INTELLECTUAL PROPERTY RIGHTS**

- 5.1 All Intellectual Property Rights, titles and interest in and to the Games and the Services shall at all times remain the sole property of Nolimit or its licensors (as may be applicable).
- 5.2 Nolimit does not grant to the Licensee any rights other than those expressly granted pursuant to this Agreement. Without limitation, the Licensee shall not acquire or have any right or interest in or to any Game(s) or Services or to any Intellectual Property Rights related thereto belonging to Nolimit or its licensors (as may be applicable), save for the rights expressly granted pursuant to this Agreement. Without limitation, the Licensee shall not:
 - 5.2.1 download or make any copies of any software used by Nolimit in providing the any Game(s) or Services except to perform its duties and obligations pursuant to the terms of this Agreement; or

- 5.2.2 decompile, disassemble, reverse engineer, or attempt or allow any other person to disassemble, reverse engineer or decompile any software used by Nolimit in providing the Game(s) or Services or attempt to determine its underlying source code, in all cases whether in part or in full; or
 - 5.2.3 allow any third parties to access or to use the Games, unless they are 3rd Party Operators pursuant to the terms of this Agreement; or
 - 5.2.4 use the Game(s) or Services for any purpose except in the course of the Business Activity as permitted by this Agreement.
- 5.3 The Licensee shall notify Nolimit immediately if the Licensee becomes aware of any unauthorised use of the Game(s), Services or the Documentation or of any infringements or suspected infringement of Nolimit's Intellectual Property Rights in or in relation to the Game(s) or Services.
- 5.4 All goodwill including that from the trademarks and trade names at any time belonging to Nolimit shall accrue solely to Nolimit.
- 6. **DATA PROTECTION**
- 6.1 The processing of personal data necessary under this Agreement shall be regulated under a Data Processing Agreement entered into between the Parties as set out in Annex C to this Agreement.
- 7. **PAYMENT AND PAYMENT TERMS**
- 7.1 The Licensee shall pay to Nolimit the fees as set out in Annex B to this Agreement.
- 7.2 All invoiced amounts are payable in Euro within ten (10) days from date of issue of the relevant invoice. Interest at the rate of eight per centum (8%) per annum will be charged on invoices not settled by the due date established in accordance with the terms of Clause 7.1 herein.
- 7.3 All amounts payable under this Agreement are stated exclusive of VAT (if and where applicable) and bank charges. The Licensee will pay any applicable VAT and bank charges in addition to such amounts due.
- 8. **SUPPORT**
- 8.1 Nolimit shall only provide the Services to the Licensee. The Licensee shall be responsible for providing 3rd Party Operators with first line support.
- 8.2 Nolimit will provide technical support, in the form of telephone and standard e-mail, solely to the Licensee:
 - 8.2.1 at any time if the request for support is for a Priority One - Service Effecting Issue; or
 - 8.2.2 during business hours on Working Days from 9:00 to 5:00 CET for requests for support that are not for Priority One - Service Effecting Issues.

Requests for Priority One - Service Effecting Issues

Requests for support for Priority One - Service Effecting Issues should be made as follows:

The Licensee should send an email to emergency@nolimitcity.com and call a person on the list below in the listed order:

Order	Name	Mail	Skype	Contact Number
1	Ulf Björk	ulf@nolimitcity.com	bjork.ulf	+46 739 017299
2	John Wästerlund	john@nolimitcity.com	john.wasterlund	+46 706 552820
3	Johan Bucht	johan@nolimitcity.com	Johanbucht	+46 704 246568
4	Emil Svård	emil@nolimitcity.com	emisva	+46 707 695952
5	Niclas Engström	niclas.engstrom@engstroms.net	nengstroms	+46 707 755401
6	Malcolm Mizzi	malcolm@nolimitcity.com	malcolm.mizzi	+356 79705662

Requests for non-Priority One - Service Effecting Issues

Requests for support for non-Priority One - Service Effecting Issues should be sent by email to the following address:

Email
support@nolimitcity.com

- 8.3 The Licensee agrees to give Nolimit sufficient prior written notice of any promotional activities which are expected to generate significant additional business volumes.

9. **CONFIDENTIALITY**

- 9.1 The Parties acknowledge that prior to and during the term of this Agreement one Party (the “**Disclosing Party**”) may provide to the other Party (the “**Receiving Party**”), Confidential Information.
- 9.2 During the term of this Agreement and following the termination thereof, for whatever reason, the Receiving Party undertakes:

- 9.2.1 to use the Confidential Information of the Disclosing Party solely for the purpose of performing its obligations under this Agreement and for no other purpose;
 - 9.2.2 not to disclose Confidential Information of the Disclosing Party to any third party without the prior written consent of the Disclosing Party, unless otherwise expressly permitted by the terms of this Agreement; and
 - 9.2.3 to use all reasonable endeavours to secure and protect the Confidential Information of the Disclosing Party.
- 9.3 Each Party may disclose Confidential Information:
- 9.3.1 as required by any applicable law or regulation and to the GSC or any other regulator or regulatory body if required by that regulator or regulatory body; and
 - 9.3.2 to its professional advisers and to any subcontractors, agents or representatives who strictly need to know that Confidential Information, provided that the Disclosing Party shall ensure that any recipient of that Confidential Information complies in all respects with the provisions of this Clause 9.
- 9.4 The Licensee accepts and agrees that Nolimit may indicate the Licensee as a licensee of Nolimit on its website and in its promotional material without the need to provide any further notice.

10. DURATION AND TERMINATION

- 10.1 This Agreement comes into force on the Effective Date and shall continue in force for a period of twenty-four (24) months from the Effective Date (the “**Initial Term**”) and after that for further period(s) each of twelve (12) months commencing on each anniversary of the Effective Date (each a “**Consecutive Term**”).

Termination with Cause

- 10.2 Upon the occurrence of the following events in relation to a Party (the “**Defaulting Party**”), the other Party (the “**Non-Defaulting Party**”) may terminate this Agreement immediately by giving written notice to the Defaulting Party:
- 10.2.1 any licence, consent or permit granted to the Defaulting Party necessary for it to comply with its obligations or to exercise its rights pursuant to this Agreement is terminated, revoked or suspended;
 - 10.2.2 the Defaulting Party commits a material breach of any of its obligations or warranties under this Agreement and (in the case of a breach capable of being remedied) does not remedy such breach within thirty (30) days from the date of the written notice delivered by the Non-Defaulting Party;
 - 10.2.3 the Defaulting Party stops or suspends payment of any of its debts, or is unable to, or admits its inability to pay its debts as they fall due; or

- 10.2.4 any action, proceeding, procedure or step is taken for: (i) the suspension of payments, a moratorium of any financial indebtedness, winding up, dissolution, administration or re-organisation (using a voluntary arrangement, scheme of arrangement or otherwise) of the Defaulting Party; or (ii) the composition, compromise, assignment or arrangement with any creditor of that Defaulting Party; or (iii) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of the Defaulting Party or any of the Defaulting Party's assets (or any event occurs in relation to the Defaulting Party similar to any such event under the law of any applicable jurisdiction).
- 10.3 Nolimit may terminate this Agreement immediately on giving written notice to the Licensee that in Nolimit's reasonable opinion the continuance in force of this Agreement or any act or omission of the Licensee:
- 10.3.1 places or may place Nolimit in breach of any licence, permission or consent granted to it by the GSC or other any regulatory authority or jeopardises the continuance in force or validity of any such licence;
- 10.3.2 which breaches or may breach any law or regulation which is applicable to Nolimit;
- 10.3.3 may result in any regulatory or enforcement proceedings or other action being taken against Nolimit;
- 10.3.4 may bring Nolimit or its business at any time into disrepute;
- 10.3.5 may dilute or adversely affect the value of any trademark or trade name of Nolimit;
- 10.3.6 may jeopardise the business of Nolimit in any way; or
- 10.3.7 whereby the Licensee fails to obtain the relevant licenses for the Business Activity within twelve (12) months from the Effective Date.
- 10.4 Notwithstanding any other provision of this Agreement and without limiting any other rights that Nolimit may have, if the Licensee fails to make any payment pursuant to this Agreement by the date on which such payment is due and payable, Nolimit shall have the right to:
- 10.4.1 suspend the provision of the Games or Services and all of Licensee's rights pursuant to this Agreement immediately upon giving notice to Licensee; or
- 10.4.2 terminate this Agreement immediately upon giving notice to the Licensee, irrespective of whether any suspension has previously taken place pursuant to Clause 10.4.1.
- Termination without Cause
- 10.5 The Parties may only terminate this Agreement without cause following the lapse of the Initial Term and by giving each other not less than three (3) months' written notice.

General Termination Clauses

- 10.6 Upon the expiration or termination for whatever reason of this Agreement:
- 10.6.1 all of the Licensee's rights under this Agreement shall immediately end and the Licensee shall have no further right to use or access the Games and the Services;
 - 10.6.2 the Licensee shall return any and all copies of the Documentation and Confidential Information to Nolimit and destroy any and all copies of the Documentation and Confidential Information which for any reason cannot be returned to Nolimit. The Licensee shall confirm in writing to Nolimit that all proprietary material relating to the Games, Services, Documentation and Confidential Information has been returned to Nolimit or destroyed (as may be applicable);
 - 10.6.3 this Agreement shall be treated as remaining in force in respect of play on the Games that has taken place prior to termination. All payments due to Nolimit pursuant to this Agreement for use of the Games or the Services which have taken place prior to termination will be paid to Nolimit in accordance with the terms of this Agreement;
 - 10.6.4 any Clause or provision of this Agreement which expressly states that it will survive termination or expiration shall remain in force after termination or expiration; and
 - 10.6.5 any accrued rights or liabilities of either Party prior to termination shall not be prejudiced.

11. LIMITATIONS AND EXCLUSIONS OF LIABILITY & INDEMNITY

- 11.1 Nolimit shall not at any time be liable to the Licensee for:
- 11.1.1 any indirect, special, economic or consequential loss or damage; and
 - 11.1.2 any loss of profits (whether direct or indirect), business opportunities, revenue or damage to goodwill or loss or corruption of data.
- 11.2 Without prejudice to the provisions of Clauses 11.1 and 11.3, Nolimit's total aggregate liability in respect of all claims, losses or damages, whether arising from tort (including negligence), breach of contract or otherwise, shall in no event exceed the aggregate amounts paid to Nolimit by the Licensee pursuant to this Agreement in the preceding twelve (12) month period calculated from the date of the event giving rise to such claim, loss or damage or such shorter period for which this Agreement may have been in force.
- 11.3 Neither Party limits or excludes its liability for death or personal injury caused by its gross negligence or fraud.
- 11.4 The Licensee shall indemnify and hold harmless Nolimit from and against any and all claims, liabilities, proceedings, costs, damages, fines, losses and expenses (including legal fees and expenses) incurred or suffered by Nolimit arising or in any

way connected with a claim, action or proceedings made or brought against Nolimit at any time by:

- 11.4.1 any 3rd Party Operator(s) and Players;
- 11.4.2 by the GSC or any other regulator or regulatory body or any other third party which relate to or arise in connection with or from the Games or Services or otherwise relate to or arise from this Agreement or in connection with the Licensee Platform; or
- 11.4.3 reason of a breach of the Licensee of its obligations or warranties pursuant to this Agreement.

12. NOTICES

- 12.1 Save where otherwise expressly provided in this Agreement any notice given to a Party under or in connection with this Agreement shall be in writing and shall be delivered by hand, courier or email to the Party's address shown in Clause 12.3, or to such other address as either Party may notify to the other Party in writing pursuant to this Clause 12.
- 12.2 Any notice shall be deemed to have been received if delivered (a) by hand or courier, at the time the notice is left at the proper address in accordance with this Clause 12; or (b) by email shall be deemed to have been received on the date of successful transmission of the electronic mail.
- 12.3 All notices shall be sent to the following addresses:

For Licensee:

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

Email: ochimakhidze@gmail.com

For Nolimit:

Address: First Floor, Millennium House, Victoria Road, Douglas, Isle of Man, IM2 4RW

Email: legal@nolimitcity.com / malcolm@nolimitcity.com

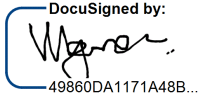
13. GENERAL

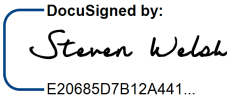
- 13.1 Save as provided in Clause 13.4, neither Party to this Agreement shall be liable to the other for any delay or non-performance of its obligations under this Agreement to the extent that such delay or non-performance is directly attributable to a Force Majeure Event and has been notified to the other Party without delay.
- 13.2 The Party affected by a Force Majeure Event shall notify the other Party by email as soon as practicable after the Force Majeure Event ceases or no longer causes the affected Party to be unable to comply with its obligations under this Agreement.

- 13.3 If any Force Majeure Event subsists for more than thirty (30) days, either Party may terminate this Agreement immediately upon giving written notice to the other Party.
- 13.4 The provisions of Clauses 13.1, 13.2 and 13.3 will not apply in respect of any obligation of the Licensee in this Agreement to pay any outstanding amount due to Nolimit.
- 13.5 The Licensee may not assign, sub-licence, novate or otherwise dispose of any or all of its rights and obligations under this Agreement without the prior written consent of Nolimit, such consent not to be unreasonably withheld or delayed where the assignment is to a member of the same Group as the Licensee.
- 13.6 This Agreement may not be varied except by an agreement in writing expressed to vary this Agreement signed by duly authorised representatives of the Parties, provided that, the contents of Annex A may be changed unilaterally by Nolimit in the instances agreed by the Parties therein.
- 13.7 If any provision of this Agreement (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the Parties.
- 13.8 Each Party is independent of the other and is not and shall not hold itself out as an agent or partner of the other.
- 13.9 Any waiver of any right under this Agreement is only effective if it is in writing and signed by the waiving Party, and shall apply only to the circumstances for which it is given. A waiver shall be specific to that particular incident or event, and shall not be deemed a general waiver to multiple incidents or events unless so specified.
- 13.10 No failure or delay by any Party to exercise any right or remedy provided under this Agreement shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy by any Party shall prevent or restrict the further exercise of that or any other right or remedy.
- 13.11 No person other than a Party to this Agreement shall have any right to enforce any of the terms or provisions of this Agreement.
- 13.12 This Agreement may be executed in any number of counterparts each of which shall constitute one and the same Agreement.
- 13.13 The governing law of this Agreement shall be the substantive law of Isle of Man.
- 13.14 Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration.
- 13.15 The seat, or legal place, of arbitration shall be Isle of Man.
- 13.16 The language to be used in the arbitral proceedings shall be English.

- 13.17 This Agreement sets out the full extent of the obligations and liabilities of each Party. All warranties, conditions, terms and other provisions not expressly set out in this Agreement are to the fullest extent permitted by law excluded from this Agreement.
- 13.18 This Agreement constitutes the entire agreement between the Parties with respect to the matters dealt with in it and supersedes any previous agreement between the Parties in relation to them. The Licensee acknowledges that in entering into this Agreement it has not relied on any representation, warranty or undertaking made by any representative of Nolimit except as expressly set out in this Agreement.
- 13.19 Following expiry or termination for whatever reason of this Agreement, Clauses 5, 6, 7, 9 and 11 and Annex C of this Agreement shall continue in full force and effect.

SIGNED on behalf of NOLIMIT CITY SERVICES LIMITED

24 November 2021 04:34 PST	City Douglas, Isle of Man
Signature  Karen Jones, Director	

24 November 2021 05:20 PST	City Douglas, Isle of Man
Signature  Steven Welsh, Director	

SIGNED on behalf of ONYXION B.V.

<i>Onise Chimakhidze</i>	City Willemstad, Curacao
Signature Onise Chimakhidze, managing director	

ANNEX A

THE GAMES

The Game(s) are the following (as may be amended from time to time):

The Creepy Carnival	Kitchen Drama: Sushi Mania	Casino Win Spin
Space Arcade	WiXX	Tesla Jolt
Oktoberfest	Kitchen Drama: BBQ Frenzy	Coins of Fortune
Hot Nudge	Dungeon Quest	Ice Ice Yeti
Fruits	Owls	Starstruck
Tombstone	Mayan Magic	Tractor Beam
Thor: Hammer Time	Hot4Cash	Pixies vs Pirates
Manhattan Goes Wild	Tomb of Nefertiti	Dragon Tribe
Barbarian Fury	Bonus Bunnies	Book of Shadows
Buffalo Hunter	Deadwood xNudge	Harlequin
Immortal Fruits	Poison Eve	Punk Rocker
Monkey's Gold	Gaelic Gold	Golden Genie & The Walking Wilds
Milky Ways	Warrior Graveyard xNudge	Tomb of Ahkenaten
San Quentin xWays	East Coast vs West Coast xWays	Fire in the Hole xBomb
Bushido Ways xNudge	El Paso Gunfight xNudge	Infectious 5 xWays

Nolimit will release new Games on a frequent basis and will, at its discretion, offer such new Games to the Licensee either:

- i. under the terms of this Annex A; or
- ii. for certain Games which Nolimit offers subject to special commercial conditions or fees, under the terms of a new Annex to be agreed in writing between the Parties.

The Licensee is free to choose whether or not to offer all or some of the Games to its 3rd Party Operators.

The Games may change from time to time, new ones may be added, and existing Games may be modified or removed at the sole discretion of Nolimit. Nolimit shall however, use its best efforts to inform the Licensee in writing prior to implementing a change, unless the change is due to regulatory requirements.

The Games are exclusively developed and owned by Nolimit or a Nolimit Group company.

THE GAMES ARE PROVIDED IN THE FOLLOWING LANGUAGES

English	Swedish	Turkish
Norwegian	Finnish	Danish
Icelandic	Spanish	German
Latvian	Polish	French
Russian	Korean	Japanese
Vietnamese	Thai	Chinese
Italian	Portuguese	Greek
Romanian	Lithuanian	

THE GAMES ARE PROVIDED IN THE FOLLOWING CURRENCIES

FIAT		
EUR	SEK	NOK
DKK	USD	GBP
AUD	CAD	NZD
PLN	RUB	CLP
RSD	TRY	ISK
CZK	BRL	KRW
VND	JPY	CNY
THB	HKD	IDR
INR	ISK	MYR

NZD	TST	TWD
UAH	PEN	ARS
COP		

CRYPTO		
Bitcoin (BTC)	Ethereum (ETH)	Litecoin (LTC)
Dogecoin (DOGE)	Tether (USDT)	Novacoin (NVC)
Ripple (XRP)		

THE FOLLOWING ARE RESTRICTED CURRENCIES

AFN (Afghan Afghani)	BIF (Burundian franc)	BOB (Bolivian boliviano)
CDF (Congolese franc)	CUP (Cuban Peso)	IQD (Iraqi dinar)
IRR (Iranian rial)	KPW (North Korean Won)	LBP (Lebanese Pound)
LYD (Libyan dinar)	MMK (Myanma Kyat)	NIO (Nicaraguan Córdoba)
SOS (Somali shilling)	SDG (Sudanese pound)	SSP (South Sudanese pound)
SYP (Syrian Pound)	YER (Yemeni Rial)	ZWL (Zimbabwean dollar)

THE FOLLOWING ARE RESTRICTED TERRITORIES

- i. The United States of America, its territories and possessions (except under a local licence);
- ii. Any country in which gambling is expressly illegal;
- iii. Any country that requires a gambling licence (except under a local licence);
- iv. The following countries to which US-origin software may not be exported or re-exported: Iran, North Korea, Cuba, Sudan and Syria; and
- v. The territories of the Restricted Currencies.

CHANGES TO THIS ANNEX

Nolimit may make changes to any provision in this Annex A by notifying the Licensee of such changes in writing. Nolimit shall use its best efforts to inform the Licensee prior to implementing a change, unless the change is due to any regulatory requirements. Any new Games that are notified to Licensee pursuant to this Annex A will be made available via the Services. The Licensee will not be obliged to take up or offer such Games to 3rd Party Operators.

ANNEX B

PAYMENT TERMS

A monthly fee (the “**Monthly Royalty Fee**”) will be paid by the Licensee as consideration for the rights granted to it under the terms of this Agreement by Nolimit. The Monthly Royalty Fee shall be payable from the Launch Date.

The Monthly Royalty Fee shall be calculated as a percentage of the Monthly Casino Result as per the progressive rates displayed below Table I. Regardless of the Casino Result, the minimum Royalty Fee per month to be paid by the Licensee to Nolimit shall be €0.

Resale Floor Rate – the Licensee acknowledges and accepts that it is not permitted to resell/sub-licence the Games for a Royalty Fee lower than 10% to any 3rd Party Operators.

TABLE 1

Monthly Casino Result	Monthly Royalty Fee
€0 – 250,000	10.50%
€250,000 – 500,000	10.00%
€500,000+	9.50%

The Casino Result is generated by the Licensee from the Games and shall be calculated as follows:

$$\text{Casino Result} = \text{Total Bets} - \text{Total Wins} - \text{Deductible Bonus Costs} - \text{Gaming Tax} + \text{Jackpot Contributions} - \text{Jackpot Pay-outs}$$

WHERE

Casino Result is defined as the total aggregated number of Bets *less* total aggregated number of Wins *less* Deductible Bonus Costs *less* any jurisdictional regulated Gaming Tax *plus* the final Jackpot Contributions less pay-outs at the end of every month;

Total Bets is defined as real money bets and bonus bets made by Players on the Games during a particular period;

Total Win is the amount of wins earned by Players from both real money and bonus money bets on the Games during a particular period;

Gaming Tax means the Gaming Tax levied and payable to any regulatory authority in accordance with the applicable regulations;

Deductible Bonus Costs means the aggregate amount of:

- (i) bonus deductions which are recorded on the Nolimit back office, which shall be based on the total bonus wins amount during a particular period; and

- (ii) the additional bonus deductions claimed by the Licensee which are not recorded on the Nolimit back office during the same period;

capped up to an amount of 0% of the monthly Real Money Game Win (**Bonus Cap**);

Real Money Game Win means the total value attributed to real money bets less the real money wins generated from such real money bets during a particular period;

The **Bonus Cap** will be calculated on each month end result:

The Licensee will send Nolimit a report with the Deductible Bonus Costs containing the details of all bonus deductions being claimed no later than 36 hours after the end of the previous month, differentiating between the bonuses recorded on the Nolimit back office and those Bonuses which are not recorded on the Nolimit back office. These reports will be the basis for the Deductible Bonus Costs value in the Casino Result calculation. The Licensee shall not be entitled to claim any bonus deductions after the aforementioned 36 hour period has lapsed.

In the report, the bonus deductions recorded on the Nolimit back office cannot exceed the wins generated from bonus rounds during the period covered by the report. Furthermore, for bonus deductions which are not recorded on the Nolimit back office, the Licensee should provide a detailed statement showing (a) player ID, (b) date of acceptance, (c) the game ID concerned, (d) **Promo or Bonus Specific Details** associated to each player ID and (e) bonus amount. (**Promo or Bonus Specific Details** means Promo/Campaign/Bonus name giving context to what has been attributed to the player);

Jackpot Contributions is defined as the total per bet fees used to contribute to Jackpot Payouts;

Jackpot Payouts is defined as the total amount paid as jackpots to Players;

Month is a calendar month or such shorter period between:

- (a) the Launch Date and the first day of the immediately following calendar month; and
- (b) the first day of the calendar month in which this Agreement terminates and the date of termination (**Monthly** will be interpreted accordingly);

Reporting and Exchange Rate

Nolimit will report in UTC time zone and all currency conversion being reported in EUR will be extracted via an API-Call from <https://openexchangerates.org/> on daily occurrence. Access to all reports will be made available to the Licensee upon go-live date.

ANNEX C

Data Processing Agreement

This Data Processing Agreement forms part of the Agreement (“**Principal Agreement**”) including any amendments or renewals thereof, as applicable.

Pursuant to the terms of the Principal Agreement, it is contemplated that the Services provided may involve the transfer of personal data from the Licensee to Nolimit and to ensure compliance with the Applicable Law (as defined hereunder), the Parties hereby agree that the processing of personal data under the Principal Agreement shall be carried out in compliance with the terms of this Data Processing Agreement.

This Data Processing Agreement is effective from the Effective Date and entered into by and between:

- (a) **Nolimit City Services Limited**, a company registered under the laws of the Isle of Man bearing company registration number 018118V and having its registered office situated at First Floor, Millennium House, Victoria Road, Douglas, Isle of Man, IM2 4RW (hereinafter referred to as the “**Sub-Processor**”); and
- (b) **OnyxioN B.V.**, a company registered under the laws of Curacao bearing company registration number 151296 and having its registered office situated at Abraham Mendez Chumaceiro Boulevard 50, Willemstad PO BOX 4750, Curaçao (hereinafter referred to as the “**Processor**”).

Each a “**Party**” and collectively referred to as the “**Parties**”.

NOW IT IS HEREBY AGREED as follows:

1. **DEFINITIONS**

In this Data Processing Agreement all words and terms already defined in the Principal Agreement shall have the same meaning unless otherwise defined herein:

Applicable Law	shall mean the relevant data protection and privacy laws to which the Parties are subject including but not limited to the GDPR and any subsidiary legislation thereto, as may be amended from time to time;
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and references to “Data Controller”, “Data Subject”, “Personal Data”, “Process”, “Processed”, “Processing”, “Data Protection Officer” and “Data Processor” shall

have the meanings set out in, and will be interpreted in accordance with, such Applicable Laws;

Confidential Information	shall mean any information relating to Personal Data, the Processor's customers, prospective customers, employees and any other data subjects, and all other information relating to the Processor's business affairs including any trade or professional secrets, know-how and any information of a confidential nature imparted by the Processor to the Sub-Processor as part of this Data Processing Agreement or coming into existence as a result of their obligations, whether existing in hard copy form, in electronic form or otherwise, and whether disclosed orally or in writing;
Data Breach	A breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed;
Data Protection Officer	shall mean the Data Protection Officer as defined by the GDPR;
GDPR	shall mean Regulation (EU) 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 (General Data Protection Regulation), as amended from time to time;
Personal Data	shall mean Personal Data as defined by the Applicable Law;
Privacy Authority	means the Isle of Man Information Commissioner or the relevant supervisory authority with responsibility for privacy and data protection matters in the jurisdiction of the Processor;
Sub-Processor	means person who processes Personal Data on behalf of and under the instruction of the Processor;
Process, Processing or Processed	shall mean "Process", "Processing" and "Processed" as defined by the Applicable Law;

Technical and Organisational Security Measures means the particular security measures required of the Sub-Processor, intended to protect the Personal Data as specified in this Data Processing Agreement and as the same may be updated or reissued from time to time by mutual agreement between the Parties in writing.

2. **APPOINTMENT**

- 2.1. The Processor hereby appoints the Sub-Processor, who accepts, to Process such Personal Data on behalf of the Processor as is strictly necessary to provide the services under the terms of the Principal Agreement.
- 2.2. The Sub-Processor shall comply with all Applicable Laws in respect of the performance of its obligations under this Data Processing Agreement and shall not by any act or omission cause the Processor (or any other person) to be in breach of any Applicable Laws.
- 2.3. The Sub-Processor shall Process Personal Data in accordance with this Data Processing Agreement and such Processing shall be limited to what is instructed by the Processor and to what is necessary and in terms of the Principal Agreement.
- 2.4. Each Party shall be responsible to apply all the relevant provisions applicable in terms of the Applicable Law.

3. **DURATION**

This Data Processing Agreement shall remain in force until the Principal Agreement expires or terminates, whichever is the later.

4. **OBLIGATIONS & WARRANTIES**

SUB-PROCESSOR OBLIGATIONS

- 4.1. Insofar as the Sub-Processor Processes Personal Data on behalf of the Processor:
 - 4.1.1. It shall only Process such Personal Data upon written instructions by the Processor as set out in this Clause 4 and the **Schedule 1** (and such other Processing as agreed between the Parties in writing from time to time), unless the Sub-Processor is obliged to process the Personal Data according to the Applicable Law. If so, the Sub-Processor shall notify the Processor of such legal obligation before commencing the Processing and shall only Process the Personal Data once the Processor and Sub-Processor have agreed in each case that such Processing is in compliance with the Applicable Law. Should the Processor and the Sub-Processor be unable to come to an agreement on the Processing of any such Personal Data, the Parties shall jointly choose and appoint an outside legal counsel to opine on the matter. Such legal counsel's opinion shall be final;

- 4.1.2. it shall only Process such Personal Data for the purposes of providing the Services under the Principal Agreement;
- 4.1.3. it shall Process the Personal Data in accordance with the Applicable law; if the Sub-Processor deems an instruction to be in breach of such legislation, the Sub-Processor shall promptly inform the Processor and state the reasons for its opinion. Should the Processor and the Sub-Processor be unable to come to an agreement on the Processing activity, the Parties shall jointly choose and appoint an outside legal counsel to opine on the matter. Such counsel's legal opinion shall be final;
- 4.1.4. it shall keep Personal Data on behalf of the Processor logically separate to data Processed on behalf of any other third party;
- 4.1.5. upon termination of the Principal Agreement for any cause, any and all Personal Data shall be destroyed or returned to the Processor, as instructed by the Processor, unless legislation or regulation applicable to the Sub-Processor prevents it from returning or destroying all or part of the Personal Data;
- 4.1.6. it shall maintain a record of all categories of Processing activities, in electronic and written format, carried out on behalf of the Processor in line with the Applicable Law (the "**Records**"), including but not limited to:
 - 4.1.6.1. the name and contact information of the Sub-Processor, Data Subjects, the Data Protection Officer, and, where relevant, the representative of the Sub-Processor, if and where available;
 - 4.1.6.2. the categories of Personal Data Processed by the Sub-Processor on behalf of the Processor;
 - 4.1.6.3. a description of the technical and organisational security measures undertaken by the Sub-Processor in accordance with this Data Processing Agreement and the Applicable Law;
- 4.1.7. it shall, at the request of the Processor, at any time, make available the Records to the Processor;
- 4.1.8. it shall comply any obligations under the Applicable Law;
- 4.1.9. it shall participate in discussions with the Processor and/or the Privacy Authority and implement any recommendation from the Processor and/ or the Privacy Authority regarding the Processing of Personal Data;
- 4.1.10. unless prohibited by law, it shall immediately inform the Processor if:

- 4.1.10.1. the Privacy Authority contacts the Sub-Processor regarding the Services or the Processing activities covered by this Data Processing Agreement;
- 4.1.10.2. there is a request for the transfer or disclosure of Personal Data to the Privacy Authority or any other public authority;
- 4.1.10.3. there is a request for access, correction, blocking or deletion of Personal Data directly from the data subject or from a third party;

If so, the Sub-Processor shall only disclose the Personal Data as indicated in this clause once the Sub-Processor and Processor have agreed in each case that such disclosure is in compliance with the Applicable Law. Should the Processor and the Sub-Processor be unable to come to an agreement on the disclosure of any such Personal Data, the Parties shall jointly choose and appoint an outside legal counsel to opine on the matter. Such legal counsel's opinion shall be final;

- 4.1.11. it shall co-operate with and promptly assist the Processor, if there is a request from the data subject for access, correction, blocking or deletion of Personal Data Processed by the Sub-Processor according to this Data Processing Agreement;
- 4.1.12. it shall not Process any Personal Data for its own gain;
- 4.1.13. it shall provide assistance to the Processor in relation to Data Subject requests and any exercise by individuals of their rights under the Applicable Law;
- 4.1.14. it shall maintain adequate and up-to-date records of the Processor's instructions;
- 4.1.15. it shall not disclose or otherwise transfer any Personal Data to any third party without prior written authorisation of the Processor;
- 4.1.16. it shall co-operate with the Processor, and shall co-operate, in good faith with the Privacy Authority to execute any agreements, notifications, application forms or documents required or any other obligation in the Applicable Law, in order to permit the Processor to effect any necessary notifications to the Privacy Authority or to adhere to any other obligation in the Applicable Laws, and/or to obtain and maintain any necessary approvals required in the Applicable Laws to enable the Processing of Personal Data in connection with the services under the Principal Agreement;
- 4.1.17. the Processing carried out under or in connection with this Data Processing Agreement shall either:

- 4.1.17.1. be carried out in the context of the activities of one or more establishments of the Sub-Processor:
 - 4.1.17.1.1. in the territory of a country in the European Economic Area ("EEA") (or, if the Processing is to be carried out in more than one establishment, then each of which shall be established in the territory of a country in the EEA);
 - 4.1.17.1.2. in the territory of one of the approved third countries designated from time to time by the European Commission; or
 - 4.1.17.2. be carried out in a non EU/EEA territory other than as described in Clause 4.1.13.1 provided that the conditions in Clause 7 of this Data Processing Agreement are satisfied.
- 4.2. The Sub-Processor shall implement and maintain appropriate and sufficient technical and organisational measures ("TOMS") to protect such Personal Data or information against unauthorised, accidental or unlawful destruction or loss, damage, alteration, unauthorised disclosure or access to Personal Data stored or otherwise Processed, to ensure compliance with the Applicable Law. Protective measures shall include, but not be limited to, the use of state-of-the-art software, computer and encryptions methods as well as the use of adequate access controls, password procedures, automatic blocking, case specific authorisation concepts, logging and documentation of processes and the implementation of a data security concept.
- 4.3. In order to ensure that the Processor's instructions in respect of any Personal Data can be carried out as required under Clause 4.1, the Sub-Processor shall define and implement appropriate and sufficient processes and any associated TOMs that will ensure that the Processor's reasonable instructions can be complied with, including but not limited to the following:
- 4.3.1. provide such information and cooperation and take such action as the Processor lawfully requests in relation to each request by Data Subjects to the Processor, or any exercise of data subject rights, in respect of their Personal Data;
 - 4.3.2. provision of appropriate interfaces or support for other processes of the Processor to ensure that information is provided to Data Subjects as required by Applicable Law;
 - 4.3.3. updating, deletion, amending or correcting the Personal Data of any Data Subject upon request of the Processor;
 - 4.3.4. cancelling or blocking access to any Personal Data upon receipt of instructions from the Processor;

- 4.3.5. the flagging of Personal Data files or accounts to enable the Processor to apply particular rules to a Data Subject's Personal Data, such as the suppression of marketing activity;
 - 4.3.6. provide such information, co-operation and other assistance to the Processor as the Processor lawfully requires (taking into account the nature of Processing and the information available to the Sub-Processor) with respect to prior consultation with the Privacy Authority regarding high-risk Processing; and
 - 4.3.7. the deletion of temporary files containing Personal Data.
- 4.4. Notwithstanding Clause 4.2 and 4.3, the Sub-Processor shall comply with the following and shall not be deemed to be in default or breach of this Data Processing Agreement in so doing:
- 4.4.1. any security requirements expressly required by the Applicable Law; and
 - 4.4.2. any other obligations arising by reason of it being a licensed and regulated entity.

5. **OTHER SUB-PROCESSORS**

- 5.1. The Sub-Processor shall not subcontract any of its processing operations performed on behalf of the Processor or relevant controller without the prior written authorisation of the Processor or relevant controller given on behalf and according to the instructions of the relevant controller.
- 5.2. The Sub-Processor shall enter into a written sub-processing agreement with other Sub-Processors and shall ensure that other Sub-Processors shall accept the data protection obligations which are substantially the same as those undertaken by Sub-Processor under this Data Processing Agreement.
- 5.3. The Sub-Processor will remain liable towards the Processor for any acts and omissions of other Sub-Processors in relation to Personal Data.

6. **INFORMATION SECURITY BREACH AND DATA BREACH**

- 6.1. Taking into account the nature of Processing and the information available to the Sub-Processor, the Sub-Processor shall inform the Processor, in writing and without undue delay from the moment that the Sub-Processor becomes aware of any actual or suspected breach of security, including but not limited to, unauthorised, accidental or unlawful destruction or loss, damage, alteration, unauthorised disclosure or access to Personal Data stored or otherwise Processed, and against any and all other unlawful forms of Processing, to ensure compliance with the Applicable Law ("Data Breach Notice").
- 6.2. The Sub-Processor shall, without undue delay from the Data Breach Notice, provide the Processor with a written report on any and all information necessary for compliance with data breach notifications to the Privacy Authority and data subjects in accordance with the Applicable Law ("Data

Breach Report”), or any other supervisory body or authority, including but not limited to:

- 6.2.1. a description of the nature of the Data Breach including, the categories and approximate number of data subjects concerned, and the categories and approximate number of personal data records concerned;
 - 6.2.2. a communication of the name and contact details of the Data Protection Officer of the Sub-Processor or other contact point where more information can be obtained;
 - 6.2.3. a description of the likely consequences of the Data Breach;
 - 6.2.4. a description of the measures taken or proposed to be taken by the Sub-Processor to address the Data Breach, including measures to mitigate its possible adverse effects;
 - 6.2.5. a description of the initiatives undertaken or to be undertaken by the Sub-Processor to safeguard against future security Data Breaches.
- 6.3. Where the Sub-Processor fails to provide the Data Breach Notice and/or the Data Breach Report without undue delay, the Sub-Processor shall provide reasons in writing to the Processor for the delay.

7. **TRANSFER OF DATA**

- 7.1 The Parties agree that should there be any transfer of Personal Data to processors outside the EU/EEA then the standard contractual clauses established by Regulation (EU) 2016/679 on standard contractual clauses for the transfer of personal data to processors established in third countries shall be entered into by the Parties as an Addendum to this Data Processing Agreement.

8. **AUDIT**

- 8.1. Upon reasonable advance written notice, the Sub-Processor shall grant the Processor, its sub-contractors and contractors, and the Privacy Authority, such access to its facilities, systems, premises, computer and other information systems and records, and full details of the nature and delivery of the Services (as defined in the Principal Agreement) and the Processing, as may be lawfully required by the Processor for the purpose of demonstrating compliance by the Sub-Processor and the Processor with their respective obligations under Applicable Laws.
- 8.2. At the Processor’s written request, the Sub-Processor shall give the Processor or its mandated auditor sufficient information for the Processor’s monitoring and documentation of the Sub-Processor’s implementation of the necessary TOMs.

- 8.3. At the Processor's written request, the Sub-Processor shall provide the Processor or its mandated auditor with the most recent certifications and/or summary audit report(s), which the Sub-Processor has procured to regularly test, assess and evaluate the effectiveness of the TOMs.
- 8.4. The Sub-Processor shall reasonably cooperate with the Processor by providing available additional information concerning the TOMs, to help the Sub-Processor better understand such TOMs.
- 8.5. If further information is needed by the Processor to comply with its own or a relevant controller's audit obligations or a competent Privacy Authority's request, the Processor shall inform the Sub-Processor in writing to enable the Sub-Processor to provide such information or to grant the Processor access to it.
- 8.6. To the extent it is not possible to otherwise satisfy an audit obligation mandated by Applicable Laws, only legally mandated entities (such as a governmental regulatory agency having oversight of the Processor's operations), the Processor or its mandated auditor may conduct an onsite visit of the facilities used to provide the Service (as defined in the Principal Agreement), during normal business hours and only in a manner that causes minimal disruption to the Sub-Processor's business, subject to coordinating the timing of such visit and in such a manner so as to reduce any risk to the Sub-Processor's other customers.

9. **INDEMNIFICATION**

- 9.1. Each Party's liability for damages as a result of this Agreement is subject to the same limitations of liability as set forth in the Principal Agreement, which shall apply equally to this Data Processing Agreement. In case of multiple claims for damages under this and the Principal Agreement, such liability shall be cumulative in relation to the maximum liability between this Data Processing Agreement and the Principal Agreement.

10. **CONFIDENTIALITY**

- 10.1. The Sub-Processor shall ensure that all Confidential Information disclosed to it by the Processor under this Agreement or which may at any time during the term of this Agreement come into the Sub-Processor's knowledge, possession or control as a result of this Agreement, shall be kept secret and confidential and shall not be used for any purposes other than those required or permitted by this Agreement and shall not be disclosed to any third party without the consent of the Processor, to the extent permitted by law. Provided that, the Sub-Processor shall not be deemed to be in default or breach of this Clause if Confidential Information is disclosed by the Sub-Processor in the process of it adhering to its obligations arising by reason of it being a licensed and regulated entity in the Isle of Man, Malta or any other jurisdiction.
- 10.2. The Sub-Processor, its principals, agents, contractors, employees and/or the Processor are only entitled to Process Confidential Information in the performance of this Agreement.

10.3. The Sub-Processor shall procure that its principals, agents, contractors, employees are made aware of and agree to comply with the obligations contained in this Data Processing Agreement regarding the Personal Data, the Processing for the purposes of rendering the services under the Principal Agreement, and this confidentiality clause, and the Sub-Processor shall take all reasonable steps to ensure that its principals, agents, contractors, employees to whom the Personal Data is made available, shall comply with such obligations in carrying out the services under the Principal Agreement.

10.4. For the performance of the obligations in relation to this Agreement, the Sub-Processor shall only appoint such principals, agents, contractors, employees who are informed about all relevant data privacy obligations and instructed to comply with confidentiality of the Confidential Information prior to performing their duties.

10.5. The Sub-Processor shall regularly train its employees to comply with their data protection and contractual obligations incumbent on the Sub-Processor in this Agreement and in the Applicable Law.

10.6. This Clause shall survive termination of this Agreement.

11. **WAIVER**

11.1. Any failure by either Party in exercising any right power or privilege in this Data Processing Agreement, will not act as a waiver nor will any single or partial exercise of such right, power or privilege preclude any further exercise of any rights, power or privilege.

12. **SEVERABILITY**

12.1. If all or any part of any provision of this Data Processing Agreement shall be or become illegal, invalid or unenforceable, that shall not affect the legality, validity, or enforceability of the remainder of that provision and/or all other provisions of this Data Processing Agreement.

13. **VARIATION**

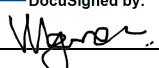
13.1. No variation of this Data Processing Agreement or of any document referred to in it shall be valid unless it is in writing and signed by both Parties.

14. **LAW**

This Data Processing Agreement shall be governed by and construed in accordance with the Applicable Law.

SIGNED on behalf of NOLIMIT CITY SERVICES LIMITED

24 November 2021 04:34 PST	City Douglas, Isle of Man
Signature	

DocuSigned by:

 49860DA1171A48B...

Karen Jones, Director	
<i>Date</i> 24 November 2021 05:20 PST	<i>City</i> Douglas, Isle of Man
<i>Signature</i> DocuSigned by: <i>Steven Welsh</i> E20685D7B12A441... Steven Welsh, Director	

SIGNED on behalf of ONYXION B.V.

<i>Onise Chimakhidze</i>	<i>City Willemstad, Curacao</i>
<i>Signature</i> Onise Chimakhidze, managing director	

SCHEDULE 1**Details of Processing of Personal Data**

Description of types of Personal Data being Processed	IP address, location data, username ID, cookies; device fingerprint game/financial transactions related to the casino services other information relevant to the end-user
Description of categories of Data Subjects whose data is being Processed	IP address, location data, username ID, cookies; device fingerprint game/financial transactions related to the casino services other information relevant to the end-user
Purpose of the data Processing	Fulfilling obligations under the Principal Agreement and for compliance with applicable laws, statutes, ordinances and regulations of those jurisdictions that apply to the activities of the Principal Agreement
Description of the types of data Processing involved	IP address, location data, username ID, cookies; device fingerprint game/financial transactions related to the casino services other information relevant to the end-user