

*Execution Version*  
*21.10.2021*

**LIVE CASINO AGREEMENT**

**Dated** 11/8/2021

**between**

**EG OVERSEAS SERVICES B.V.**

**and**

**THE LUCK FACTORY B.V.**

*Execution Version*  
*21.10.2021*

## TABLE OF CONTENTS

| <b>Clause</b>                                   | <b>Page</b> |
|-------------------------------------------------|-------------|
| 1. Definitions and Interpretation               | 1           |
| 2. Scope of the Services                        | 12          |
| 3. Sub-licences and Sub-contracting             | 16          |
| 4. Territory and Regulatory Costs               | 16          |
| 5. Performance of Services                      | 17          |
| 6. Fees and payment conditions                  | 18          |
| 7. Training and System                          | 20          |
| 8. Limitations of Liability                     | 20          |
| 9. Warranty and Indemnity                       | 22          |
| 10. Intellectual Property                       | 22          |
| 11. Change in Law                               | 24          |
| 12. Data Protection                             | 24          |
| 13. Confidentiality and Miscellaneous           | 24          |
| 14. Term, Termination and Suspension            | 25          |
| 15. Consequences of Termination and Survival    | 27          |
| 16. Assignment and Amendments                   | 27          |
| 17. Entire Agreement                            | 28          |
| 18. Notice                                      | 28          |
| 19. Force Majeure                               | 29          |
| 20. Applicable Law; Disputes                    | 29          |
| 21. Anti-Bribery and Anti-Corruption            | 30          |
| 22. General                                     | 30          |
| Schedule 1 – Service Levels                     | 32          |
| Schedule 2 – Tables and Games                   | 40          |
| Schedule 3 – Fees                               | 41          |
| Schedule 4 – Additional Licenced Games          | 43          |
| Schedule 5 – Terms for RNG Games                | 51          |
| Schedule 6 – Personal Data Processing Agreement | 55          |
| Schedule 7 – Endemol Licensed Games             | 67          |
| Execution Page                                  | 75          |

## **PARTIES**

- (1) **EG OVERSEAS SERVICES B.V.**, a company incorporated in Curacao with company no. 135218, having its registered office at Abraham Mendez Chumaceiro Blvd. 50, Willemstad, Curacao (“**Evolution**”); and
- (2) **THE LUCK FACTORY B.V.**, a company incorporated in Curacao with company no. 145738, and having its registered office at Kaya Richard J. Beaujon z/n, P.O. Box 6248, Willemstad, Curacao (the “**Operator**”).

Evolution and the Operator are hereinafter individually referred to as a “**Party**” and jointly referred to as the “**Parties**”.

## **WHEREAS**

- (A) Evolution provides casino games to 'B2C' gambling operators for them to offer to their Users over the Internet.
- (B) The Operator has applied for a B2C gaming licence before to Curacao eGaming and wishes to offer such casino games to its Users under its Licence and Evolution wishes to provide them to the Operator in the form of its Live Casino Platform as further set out in this Agreement.
- (C) Capitalised terms used in the Recitals above shall have the meanings attributed to them in this Agreement.

## **NOW IT IS AGREED THAT**

### **1. DEFINITIONS AND INTERPRETATION**

- 1.1 In this Agreement the following capitalised terms shall have the following meanings (and for the avoidance of doubt to the extent that any of the following definitions contain operative provisions, such operative provisions shall take effect as if they were contained in the operative Clauses of this Agreement):

|                            |                                                                                                                                                                                                                                                  |
|----------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>“Agreement”</b>         | means this agreement together with all its Schedules;                                                                                                                                                                                            |
| <b>“Applicable Laws”</b>   | means those laws, statutes, ordinances and regulations of those jurisdictions that apply to the relevant activities of the Parties;                                                                                                              |
| <b>“Back Office Tools”</b> | means that suite of support tools for the Live Casino Platform, provided by Evolution from time to time, which allow the Operator to provide customer services and which provide the Operator with access to reports and account administration; |
| <b>“Business Day”</b>      | means a day (other than a Saturday or Sunday) on which banks are                                                                                                                                                                                 |

open for general business in Malta;

**“Claim”** has the meaning set out in Clause 10.6;

**“Clause”** means a clause of this Agreement;

**“Commencement Date”** means the date of this Agreement;

**“Commission”** has the meaning set out in Schedule 3;

**“Confidential Information”** means all commercial, financial, marketing, technical or other information of a secret or confidential nature (including trade secrets, know-how and customer information) relating to a Party and disclosed (whether in writing, verbally or by any other means and whether directly or indirectly) by such Party to the other Party whether before, on, or after the Commencement Date;

**“Contract Manager”** means in respect of the Operator, Joris Mourelon, and, in respect of Evolution, the Chief Commercial Officer, or such alternative persons as either Party may notify to the other from time to time;

**“Controls”** means that a person (as defined in Clause 1.5 below) possesses (directly or indirectly) the power to direct or cause the direction of the management and policies of another person, whether through the ownership of voting shares, partnership interests, representation on its board of directors or similar governing body or by contract, or otherwise, and **“Controls”** and **“Controlled”** shall be interpreted accordingly. Without limiting or derogating from the generality of the foregoing, a person shall be deemed to Control another if they hold more than fifty per cent (50%) of any one of the means of control described above;

**“Dispute”** has the meaning set out in Clause 20.2;

**“Documentation”** means the documentation (including manuals and specifications) relating to the Evolution Software provided by Evolution;

**“Dedicated Environment”** has the meaning set out in Clause 2.6;

|                                    |                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|------------------------------------|-----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>“DP Law”</b>                    |                 | means any applicable data protection legislation in force from time to time in the Territory including, without limitation, national legislation implemented pursuant to Regulation (EU) 2016/679;                                                                                                                                                                                                                                                                                                            |
| <b>“Due Diligence Information”</b> |                 | has the meaning set out in Clause 13.7;                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>“Equipment”</b>                 |                 | has the meaning set out in Clause 2.6;                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>“Endemol Games Fee”</b>         | <b>Licensed</b> | has the meaning set out in Clause 2.2 of Schedule 7 to this Agreement;                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>“Endemol Games”</b>             | <b>Licensed</b> | means the game(s) set forth in Appendix 1 to Schedule 7 of this Agreement and any other games and/or side bets owned by the Right Holders which the Parties agree (email confirmation sufficient) should be added to Appendix 1 (Schedule 7) and which will be subject to the terms and conditions of Schedule 7 and the Agreement from such date;                                                                                                                                                            |
| <b>“EUR”</b>                       |                 | means the single currency of the member states of the European Union that adopt or have adopted the Euro as their lawful currency under the legislation of the European Union for the Economic and Monetary Union;                                                                                                                                                                                                                                                                                            |
| <b>“Evolution Software”</b>        |                 | means the software used by Evolution to provide the Live Casino Platform (and whether proprietary to Evolution or licensed to it by its third-party licensors) and including all Software Updates from time-to-time;                                                                                                                                                                                                                                                                                          |
| <b>“External Event”</b>            |                 | means any of the following which has a material adverse effect upon the performance by Evolution of its obligations: <ul style="list-style-type: none"> <li>(a) failure by the Operator to comply with the System Operation Requirements; or</li> <li>(b) any material failure of or defect in the Operator Website (including its interfaces with the Live Casino Platform) or any of the Operator's hardware, software and/or other systems used in connection with the Live Casino Platform; or</li> </ul> |

- (c) Force Majeure Events; or
- (d) any act of any Government Agency; or
- (e) any act or omission of the Operator;

**“Fees”** means the fees set out in Schedule 3 or otherwise agreed by the Parties in writing;

**“FIAT Currency”** has the meaning set out in Clause 6.7;

**“Force Majeure Event”** means any cause beyond a Party's reasonable control including, but not limited to (i) acts of God, flood, earthquake or other serious natural disasters; (ii) epidemics; (iii) terrorist attack, civil war, civil commotion, riots, war; (iv) nuclear, chemical or biological contamination; (v) change of legislation, change of custom, governmental acts; and (vi) strike or lock-out;

**“Games”** means the games that are offered from the Studios on the Live Casino Platform from time-to-time, including Baccarat, Roulette, Blackjack, the Additional Licensed Live Games (as further set out in Schedule 4), the RNG Games (as further set out in Schedule 5), the Endemol Licensed Games (as further set out in Schedule 7), the Casino Games (as further set out in Schedule 8) and any other games as Evolution may in its absolute discretion elect to offer on the Live Casino Platform from time-to-time;

**“Game Presenter Services”** means the provision by Evolution of all personnel and game presenters required to operate the tables (inclusive of the Native Roulette Table/s) in such native languages or in such other languages as the Parties may, from time to time, agree from Evolution's Studio/s;

**“Gaming Authority”** means any Government Agency responsible for enacting and/or enforcing laws, statutes, ordinances and regulations that apply to the gambling activities of the Parties within the Territory;

**“Gaming Tax”** means any taxes collected by a Government Agency in such Regulated Market/s as may be approved pursuant to Clause 4.3 from the Operator specifically for revenues derived from stakes, wagers or any other bet on the Live Casino Platform made by Users in such Regulated Market/s (excluding, for the avoidance of

doubt, any VAT or any other similar consumption tax);

**“Gambling Transactions”**

has the meaning set out in Clause 6.7;

**“Generic Tables”**

means such unbranded and generic Blackjack, Roulette, Baccarat, Casino Hold'em tables and tables for other Games with Game Presenter Services in English provided as part of the Live Casino Platform (at the discretion of Evolution from time-to-time) where the play by both the Users and the players of other licensees of Evolution is pooled as further set out in Schedule 2;

**“Government Agency”**

means any governmental, semi-governmental, administrative, fiscal, judicial, or quasi-judicial body, department, commission, authority, tribunal agency;

**“Gross Gaming Revenues”**

means the sum of all Users' stakes, wagers and any other bets on any of the Games *minus* winnings paid to those Users in respect of the Games and calculated on a monthly basis;

**“Group”**

means in relation to any Party, all persons (as defined in Clause 1.5 below) which directly or indirectly Control, are Controlled by, or are under direct or indirect common Control with, that Party from time-to-time;

**“High Stake Tables”**  
also referred to at times  
as **“VIP Blackjack Tables”**

means a Blackjack table with a minimum bet of EUR fifty (€50) or such other amount as decided by Evolution from time to time as further set out in Schedule 2;

**“Indemnified Product”**

has the meaning set out in Clause 10.6;

**“Initial Term”**

means a period of four (4) years from the Live Date;

**“Intellectual Property Rights”**

means any registered or unregistered intellectual property rights in any part of the world, including any patents and any such application for the same, trademarks, service marks, know how, brand names, logos, design rights, database rights, copyright, domain names, goodwill and all similar intellectual property rights wherever and howsoever subsisting, whether or not registered or registrable and including all granted applications and all

applications for registration in respect of any of the same;

**“Additional Licensed Live Games”**

means the games and side bets set forth in Appendix A to Schedule 4 (as set out herein or otherwise as agreed between the Parties from time to time) and any other games and/or side bets owned by a Right Holder which Evolution makes available to the Operator from time to time. The Operator understands and accepts that Evolution may, by giving notice to the Operator (email sufficing), add Additional Licensed Live Games to Appendix A of Schedule 4 and that such Additional Licensed Live Games shall be subject to the Agreement as if the Additional Licensed Live Games had been set out in Appendix A (Schedule 4) on the Commencement Date (for the avoidance of doubt, it is noted that the Operator shall have no obligation to offer such Additional Licensed Live Games to its Users, but if the Operator chooses to offer such Additional Licensed Live Games it will be done subject to the Agreement and to this Schedule 4);

**“Licensed IP”**

means the respective Right Holder’s Intellectual Property Rights related to the Endemol Licensed Games;

**“Live Games”**

means those Games that feature as an integral part thereof the Game Presenter Services;

**“Live Casino Broadcast”**

means the “real time” or close to “real time” streamed broadcast of the Games carried on by game presenters in the Studios and upon which a real-money stake can be placed;

**“Live Casino Link”**

means a separately linked tab/box or similar (as applicable) labelled “Live Casino” or similar on the first page in a prime location visible to the users accessing the Operator Website which links such user directly to the Live Casino Platform, such tab to be equivalent to links to other services featured on the Operator Website;

**“Live Casino Platform”**

means the provision of the Live Casino Broadcast together with the Evolution Software, Documentation and Back Office Tools which enable the Operator to offer the Games with live Game Presenter Services and on a “real time” or close to “real time” basis, in accordance with the terms and conditions of this Agreement;

|                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>“Live Date”</b>               | <p>means the earlier of the day on which:</p> <ul style="list-style-type: none"> <li>(a) the Live Casino Platform has been integrated with the Operator Website; and</li> <li>(b) the first stake, wager or any other bet is placed on a Game by a User;</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>”Material Breach”</b>         | <p>means any act/s committed or omission/s by any of the Parties that cause an essential damage to:</p> <ul style="list-style-type: none"> <li>(a) the business, the result of the operation, or the financial conditions of the other Party; or</li> <li>(b) the other Party’s ability to timely and fully perform its obligations herein prescribed, according to the terms herein established;</li> </ul>                                                                                                                                                                                                                                                                |
| <b>“MCR Services”</b>            | <p>means the provision by Evolution on a gratuitous basis (or as otherwise agreed) of such monitoring and control-related services in respect of the Games, including, monitoring of equipment, Game Presenters Services and the Users’ playing activities to attempt to identify and detect inaccuracies as well as advantage play and other fraudulent and illegal behaviour;</p>                                                                                                                                                                                                                                                                                         |
| <b>“Month”</b>                   | <p>means a calendar month and <b>“Monthly”</b> shall be construed accordingly;</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>“Native Roulette Table/s”</b> | <p>means such Generic roulette tables (such as London Roulette - native English; Ruleta en Vivo – native Spanish; Ruletka Roulette – native Russian; Arabic Roulette – native Arabic; Turkish Roulette – native Turkish; Deutsches Roulette – native German; Svensk Roulette – native Swedish; Norsk Roulette – native Norwegian; Finnish Roulette – native Finnish; and Francophone Roulette – native French; and Japanese Roulette – native Japanese) with the Game Presenter Services provided in native languages that are provided as part of the Live Casino Platform where the play by both the Users and the players of other licensees of Evolution is pooled;</p> |
| <b>”Native Table Fee/s”</b>      | <p>means a fixed Monthly Fee payable by the Operator, in addition to any other Evolution Fees payable by the Operator under the Agreement (including but not limited to the Commission set out in Clause 1.2 of Schedule 3 (<i>Fees</i>)), in consideration of the</p>                                                                                                                                                                                                                                                                                                                                                                                                      |

provision by Evolution of each and every Native Roulette Table and agreed to in writing on a case-by-case basis, amounting to in relation to the Francophone Roulette – native French, EUR three thousand (€3,000) per each such table.

**“Operator Services”**

means the offer of the Games to the public in the Territory by the Operator using the Live Casino Broadcast streamed via the Operator Website(s) and, if applicable any, White Label Website;

**“Operator Website”**

means the website(s) (including such website(s) associated/linked mobile applications) owned or operated by the Operator and/or a person Controlled by the Operator with URL(s) [www.wildsultan.com](http://www.wildsultan.com), [www.winoui.com](http://www.winoui.com) and [www.madnix.com](http://www.madnix.com) and such other website(s) (including such website(s) associated/linked mobile applications) as the Parties may agree in writing from time to time;

**“Prime Positioning”**

means (i) in general, a permanent prime positioning throughout the Term in the ‘live casino’ tab of the Operator Website for both desktop and mobile versions thereof and, specifically, throughout the Term, the live casino tab of the Operator Website for both desktop and mobile versions thereof shall, unless otherwise agreed in writing, be one of the first four (4) tabs that is visible to Users and (ii) only with regards to the mobile versions of the Operator Website, all live casino games shall, throughout the Term, be the first games appearing to Users when accessing the mobile versions of the Operator Website (such live casino games may, by way of example, be positioned in the ‘*Top Games*’ tab or section of the Operator Website (mobile version) or in any other prime equivalent tab or section as may be approved by Evolution from time to time;

**“Private Tables”**

means Blackjack, Roulette, Baccarat, Casino Hold’em or other tables that are for the exclusive use of Users and are branded to the specifications of the Operator;

**“Private Table Set up Fee”**

means, if requested by Evolution, a one-time set-up fee payable by the Operator for each and every Private Table requested from Evolution;

**“Private Table Monthly Fee”**

means the Monthly fee payable by the Operator for access to the Private Tables that is inclusive of costs for all Game Presenter Services;

|                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|-------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>“Recipient”</b>            | has the meaning set out in Clause 13.3;                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>”Regulated Markets”</b>    | means all such jurisdictions from time to time in relation to which (a) the Operator is in possession of a gaming licence and (b) a Government Agency exerts a level of oversight and control and levies a Gaming Tax on its licencees and (c) which the Parties agree should fall within such definition pursuant to Clause 4.3;                                                                                                                                                        |
| <b>“Responsible Gambling”</b> | means all such policies and strategies from time to time put in place (including by Gambling Authorities) to help players to gamble in a manner that is not detrimental to their health, and to stay within limits that they can reasonably afford;                                                                                                                                                                                                                                      |
| <b>“RNG Commission”</b>       | means, in relation to an RNG Game, the commission set out in Column B of Appendix A of Schedule 5 opposite the relevant RNG Game;                                                                                                                                                                                                                                                                                                                                                        |
| <b>“RNG Games”</b>            | means the games owned or licensed by Evolution that are determined by an electronic random number generator system and which are set out in Column B of Appendix A of Schedule 5. The Parties agree that future games launched and/or licensed by Evolution may be added to Appendix A (Schedule 5) subject to Parties agreeing on the RNG Commission for such games (email confirmation from both Parties that Appendix A of Schedule 5 should be updated as per agreed is sufficient); |
| <b>“Rules”</b>                | has the meaning set out in Clause 20.3;                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>“Skin”</b>                 | has the meaning set out in Clause 2.2;                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>“Specifications”</b>       | has the meaning set out in Clause 2.6;                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>“Software Updates”</b>     | means any new or revised version of the Evolution Software (or any part of it) including but not limited to bug fixes and/or minor enhancements or improvements or new features;                                                                                                                                                                                                                                                                                                         |
| <b>“Studio”</b>               | means Evolution’s facility(ies) for the filming and production of Live Casino Broadcasts from time-to-time (the location(s) and number of facilities to be decided by Evolution in its sole discretion);                                                                                                                                                                                                                                                                                 |

|                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|----------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>“Studio Set-up Fee”</b>             | means a one-time set-up fee payable by the Operator for the launch of the Live Casino Services on the Private Tables, as well as for the commissioning of the Equipment required for the creation of the Dedicated Environment, including decorations and wall fittings thereof;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>“System Operation Requirements”</b> | means the IT architecture and functionality specifications and the applicable performance standards required to be implemented and maintained by the Operator in order to receive the Live Casino Platform, as notified by Evolution to the Operator and as updated or amended from time-to-time by Evolution;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>“Term”</b>                          | means the Initial Term and any subsequent period thereafter as determined in accordance with Clause 14;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>“Territory”</b>                     | <p>means the world excluding any jurisdiction or territory:</p> <ul style="list-style-type: none"><li>(a) in respect of which it is illegal for the Operator to provide remote gaming to residents; or</li><li>(b) in respect of which the Operator requires a gaming licence or similar authorisation to provide remote gaming to residents and the Operator does not hold, or continue to hold, such gaming licence or authorisation; or</li><li>(c) that is notified in writing to the Operator from time to time by Evolution with reasonable notice, but at its sole and absolute discretion, as being excluded from the scope of the rights granted to the Operator in this Agreement and where and to which the provision, marketing, operation or licensing (as the case may be) of the Live Casino Platform may not be undertaken, the Parties agreeing and acknowledging that such notice may be on a Game-by-Game basis;</li></ul> |
| <b>“Trade Mark Notice”</b>             | means the trade mark notice for an Endemol Licensed Game, as set out opposite the relevant Endemol Licensed Game in Appendix 1 to Schedule 7;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>“Third Party Notified Games”</b>    | means such games provided by third party suppliers that include, as determined by Evolution in its sole discretion but acting reasonably, copies of materials parts of the Games provided by Evolution through the Live Casino Platform that from time to time                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

be notified in writing (email sufficing) by Evolution to the Operator;

**“User Data”** means personal data in respect of the Users;

**“Users”** means users of the Operator Services; and

**“White Label Website”** means a website owned by the Operator and/or by a person Controlled by the Operator with a different URL and branding than the Operator Website and which requires a separate integration with the Live Casino Platform.

- 1.2 The Clause and Schedule headings are for convenience only and shall not affect the interpretation of this Agreement.
- 1.3 References to the singular include the plural and vice versa, and references to one gender include the other gender.
- 1.4 Any phrase introduced by the expressions **“including”**, **“include”**, **“for example”** or **“in particular”** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.5 A **“person”** includes any individual, company, corporation, firm partnership, joint venture, association, organisation or trust (in each case, whether or not having separate legal personality) and references to any of the same shall include a reference to the others.
- 1.6 For the purposes of this Agreement, **“controller”**, **“processor”**, **“data subject”**, **“personal data”** and **“processing”** (and its cognate terms) shall have the meaning given to them in Article 4 of Regulation (EU) 2016/679.
- 1.7 Any reference to a statute, regulations, statutory provision or subordinate legislation (together **“legislation”**) shall (except where the context otherwise requires): (a) be deemed to include any by-laws, licences, statutory instruments, rules, regulations, orders, notices, directions, consents or permissions made under that legislation; and (b) shall be construed as referring to any legislation which replaces, re-enacts, amends or consolidates such legislation (with or without modification) at any time.
- 1.8 If there is any inconsistency or conflict between the Clauses of this Agreement and a Schedule, then the Clauses of this Agreement shall govern and prevail to the extent of the conflict or inconsistency.

## **2. SCOPE OF THE SERVICES**

### **2.1 *The Live Casino Platform***

- (a) Subject to the terms and conditions set out in this Agreement and in consideration of the Fees, Evolution hereby grants to the Operator throughout the Term and the Territory and the Operator accepts the obligations and agrees to exercise:
  - (i) the right to allow Users to receive the Live Casino Broadcast within the Operator Services;
  - (ii) the right to offer to Users the Games featured in the Live Casino Broadcast for real-money gaming;
  - (iii) the right to use the Back Office Tools; and
  - (iv) the right to advertise and promote the Live Casino Platform.
- (b) The rights granted to the Operator by Evolution hereunder shall be on a non-exclusive, non-transferable (subject to the terms of Clause 16), non-sublicensable and revocable basis (subject to the terms of Clause 14) and nothing in this Agreement or otherwise agreed between the Parties shall in any way prevent Evolution from providing services of any kind to any third party anywhere in the world.
- (c) Evolution will provide the Live Casino Platform in accordance with the Service Levels specified in Schedule 1.
- (d) For the avoidance of any doubt, the Parties acknowledge and agree that Evolution is the sole and exclusive owner of all rights, title and interest in and to all of the equipment (including, but not limited to, tables, cameras, electrical devices and environments) used to provide the Live Casino Platform both as at the Commencement Date and at all times during and subsequent to the Term. Nothing in this Agreement shall create for, or confer upon, the Operator any ownership rights, title, leasehold, right of usage or other interest of any nature whatsoever in or to such equipment.
- (e) Within the Live Casino Platform, Evolution shall deliver (i) the Generic Tables; (ii) the High Stake Tables/VIP Blackjack Tables; (iii) the Private Table/s; (iv) the table(s) and games set out in Schedules 3 and 4 and (v) if requested by the Operator, any other tables and games as agreed from time to time between the Parties as further set out hereunder.

## 2.2 Branding

- (a) Evolution shall provide the Operator with access to one (1) version of the Live Casino Platform that is branded in accordance with the reasonable instructions of the Operator (a “**Skin**”). For each additional Skin requested by the Operator, the Operator agrees that it will be required to pay the Skin Fee (as defined in paragraph 3.1 of Schedule 3).
- (b) The Operator represents and warrants to Evolution that it owns or controls all rights (including in particular all Intellectual Property Rights) that are required for Evolution lawfully to use the graphics, imagery and 'look and feel' comprising the Skin for the purposes set out in Clause 2.2(a). Any breach of this representation and warranty,

including it ceasing to be true to any extent, shall for the avoidance of doubt entitle Evolution to indemnification upon the terms of Clause 9.2.

### 2.3 *MCR Services*

Evolution will provide the MCR Services. Evolution does not give any guarantee, warranty, representation or other assurance of whatever nature as to the MCR Services or their results. Any action taken by the Operator upon the information provided by Evolution as part of the MCR Services is strictly at the Operator's own risk and nor Evolution or any of its Group Companies can be held liable for losses and/or damages to the Operator or to any third parties in connection with the use of such information.

### 2.4 *White Labels*

Upon the written request of the Operator, Evolution may, after giving its written consent (such consent to be given, conditioned or withheld in Evolution's sole discretion), allow the Operator to provide the Live Casino Platform on a White Label Website provided the Operator pays the White Label Fee (as defined in paragraph 3.2 of Schedule 3).

### 2.5 *Marketing & Promotion*

The Operator agrees and undertakes:

- (a) to offer, and to keep offering at all times during the Term, the Live Casino Platform on a Live Casino Link on all the Operator Website(s);
- (b) throughout the Term, and on all Operator Website/s, the marketing of the Live Casino Platform and the positioning and prominence of the Live Casino Link on all Operator Website/s shall be preferential to any service that is substantially similar in functionality to the Live Casino Platform and, in so doing, to give the Games a Prime Positioning (as defined);
- (c) throughout the Term, and on all Operator Website/s, the Operator shall not provide games which are substantially similar or in direct competition with the Live Games offered by Evolution. For the avoidance of doubt, throughout the Term, Evolution shall enjoy exclusivity over the provision of Live Games on all Operator Website/s;
- (d) not to offer to Users from any Operator Website any games that are copies of (or materially similar to) the Games or that, otherwise, infringe the Intellectual Property Rights owned by Evolution or by its licensors. Without prejudice to the generality of the foregoing, the Operator agrees not to offer to Users and, to the extent applicable, to remove with immediate effect from the Operator Websites the Third Party Notified Games;
- (e) the Parties agree that these restrictions are fair, necessary and essential for the protection of Evolution's interests because, among other things, (i) Evolution is engaged in a highly competitive industry, and (ii) Evolution has offered preferential commercial terms to the Operator. If a court of competent jurisdiction should decline to enforce any of these

restrictions, the Operator and Evolution agree that the said restrictions shall be deemed reformed to reflect the provisions of this Agreement as close as permissible; and

- (f) to ensure that all marketing (including any marketing of any Skin or White Label Website by any brand owners of the brands comprised by the Skins or White Label Websites) is socially responsible and complies with Applicable Law.

## 2.6 *Private Tables*

2.6.1 The Parties agree that, comprising the Live Casino Platform, Evolution may also provide to the Operator the Private Table/s together with the equipment required to set up such Private Table/s as shall be agreed at a later date (the “**Equipment**”) and the Game Presenter Services.

2.6.2 The Private Tables may also be provided in a dedicated environment built in a Studio (the “**Dedicated Environment**”), to the reasonable specifications agreed between the Parties in advance (email sufficing) (the “**Specifications**”). Private Tables are subject to the payment by the Operator of a Private Table Monthly Fee and a one-time Private Table Set Up Fee to be decided on a case-by-case basis.

2.6.3 To the extent that they are requested by the Operator:

- (a) the Private Tables shall be available on the Operator Services and actively promoted to Users on all Operator Websites for a minimum of one (1) year from the Private Tables Launch Date as applicable;
- (b) if a Private Table ceases to be offered and promoted by the Operator as set out above before the end of such one (1) year’s period, or if the Agreement is terminated, the Operator shall pay the Monthly Private Tables Fee for each Private Table multiplied by the number of Months remaining to the completion of the one (1) year’s period set out above. The Parties acknowledge and agree that such payments are in no sense a penalty but are intended as a *bona-fide* estimate of the damage suffered by Evolution in the circumstances and shall not be limited or restricted by any of the limitations or exclusions of liability in the Agreement; and
- (c) after the initial one (1) year’s period set out above a Private Table can be withdrawn by either Party at any time, subject to providing the other Party with no less than six (6) Months’ written, such notice not to be given earlier than the expiry date of the initial one (1) year period.

## 2.7 *Renegotiation*

It is understood and agreed between the Parties that the agreed commercial terms of this Agreement (including for the avoidance of doubt the Fees) are dependent on the strict compliance by the Operator with the undertakings in Clause 2.5, which are of the essence of this Agreement. Should the Operator breach these undertakings to any extent it shall be deemed to be a material irremediable breach of this Agreement by the Operator. Evolution may at its option in such circumstances offer the Operator revised commercial terms and a reasonable

period in which to negotiate them (in any event not exceeding thirty (30) days) but entirely without prejudice to its right to terminate this Agreement forthwith should no such agreement be reached.

### **3. SUB-LICENCES AND SUB-CONTRACTING**

3.1 The Operator may not, either directly or indirectly, without the prior written consent of Evolution (such consent to be given, conditioned or withheld by Evolution in its sole discretion):

- (a) sub-license or sub-contract any of its rights, obligations or liabilities under this Agreement;
- (b) otherwise sell, assign, license, lease, rent, loan, lend, transmit, network or otherwise distribute, transfer or make available the Live Casino Platform except as permitted under the terms of this Agreement;
- (c) make any modifications or improvements to the Live Casino Platform for any purpose, including error correction or any other type of maintenance;
- (d) reverse engineer or decompile any of the Evolution Software or Back Office Tools;
- (e) modify, remove or obscure any proprietary notices placed on the Live Casino Platform;
- (f) copy the Live Casino Platform by any means for any purpose whatsoever except if and to the extent that may be required for compliance with Applicable Law and in such cases subject to Evolution's prior written consent that shall not be unreasonably withheld, conditioned or delayed and subject to the Operator providing evidence to Evolution of such requirements;
- (g) attempt to derive source code or other Confidential Information from the Live Casino Platform except as permitted by Evolution in writing;
- (h) use the Live Casino Platform for any purpose other than the Operator Services or in a way that could adversely affect Evolution's name, image or reputation;
- (i) include in the Operator Services any material that is obscene, defamatory, infringes the rights of third parties or which incites or encourages racism in such manner as to adversely affect the name, image or reputation of Evolution; or
- (j) place, permit or allow any advertising for the Live Casino Platform and/or the Games in contravention of any Applicable Law, such as on websites or other digital properties which encourage or facilitate crime, such as those which encourage or facilitate the unlawful use of Intellectual Property Rights (such as by so-called file-sharing sites or otherwise).

### **4. TERRITORY AND REGULATORY COSTS**

- 4.1 The rights and licences in this Agreement are granted in the Territory (but are subject to the Operator's compliance with Applicable Laws) for use of any of the Operator Services within the Territory only. In relation to the foregoing:
- (a) if the Operator breaches this Clause 4.1, this shall be deemed a material breach of the Agreement; and
  - (b) without prejudice to its other rights and remedies, Evolution shall have the right to suspend the availability (in general or with respect to certain areas or Users) of all or parts of the Live Casino Platform to the Operator where Evolution reasonably considers that the Operator does not have in place such technical and administrative measures (such as geo-blocking and IP addressing) to a good industry standard as are required to ensure the Games are only being accessed by Users located in the Territory.
- 4.2 The Operator shall be responsible for all regulatory costs, fees and/or taxes payable to Government Agencies for providing the Operator Services in any jurisdiction and any other charges which may be imposed by Government Agencies on the Operator with respect to the Operator's provision of the Operator Services. Likewise, Evolution shall be responsible for all similar costs, fees and/or taxes payable to Government Agencies for the provision of the Live Casino Platform.
- 4.3 In the event that the Operator wishes to make the Games available in any Regulated Market/s, then it shall obtain Evolution's prior written consent to such deployment. In the event that Evolution provides its consent, then such approved territory/ies shall be deemed to be a Regulated Market for the purposes of this Agreement and Gaming Tax (subject to such applicable capping) payable in respect of Gross Gaming Revenues generated in such Regulated Market/s shall become deductible for the purposes of calculating the Commission. The Parties agree that Italy, Spain, the United Kingdom and Denmark are Regulated Market/s in respect of which Gaming Tax (subject to the applicable capping) may be deducted.
- 4.4 In the event that Gaming Tax in any Regulated Market (including an approved Regulated market) are increased above the twenty five per cent (25%) capping of Gross Gaming Revenues (an "**Increased Tax Regulated Market**"), the Parties will, acting in good faith, enter into commercial discussions with respect to the financial viability of continuing to include the relevant Increased Tax Regulated Market under this Agreement. In the event that the Parties are unable to resolve any concerns with respect to an Increased Tax Regulated Market within a period of one (1) Month from the date of the first discussions between the Parties, then it is expressly understood and agreed that the terms and conditions of this Agreement will continue to apply to the Increased Tax Regulated Market unmodified.

## 5. PERFORMANCE OF THE SERVICES

- 5.1 Notwithstanding anything else in this Agreement, the Parties shall, at their own cost unless otherwise agreed in writing, perform their obligations under this Agreement with qualified and skilled employees in a professional manner and with adequate resources.
- 5.2 Evolution may retain sub-contractors for any aspect of the provision of the Live Casino Platform provided that Evolution shall remain solely and exclusively liable to the Operator for the

compliance of its sub-contractors with the terms of this Agreement as if the performance of the sub-contractors was Evolution's own.

- 5.3 Evolution shall be entitled to suspend the Live Casino Platform in the event that Evolution conducts Scheduled or Emergency Maintenance to the Live Casino Platform including, but not limited, to the implementation of Software Updates. The time limits relating to Scheduled and Emergency Maintenance in any Month are set out in Schedule 1.
- 5.4 The Parties shall cooperate and consult with each other in accordance with their obligations of good faith in relation to the performance of this Agreement. Either Party shall notify to the other Party of one contact person appointed as responsible for this co-operation.
- 5.5 Evolution shall be responsible for such live return to player (RTP) monitoring of the Games provided through the Live Casino Platform as may be required to comply with all Applicable Laws.
- 5.6 The Operator shall be solely and exclusively liable and responsible for any User complaint and/or dispute, howsoever arising and shall defend and indemnify Evolution from and against any and all claims brought against Evolution by Users related in any manner to the Operator's offer of the Operator Services (including the Live Casino Platform) to such Users on the terms of Clause 9.2. Nothing herein shall limit or exclude Evolution's liability to the Operator for any such claims directly caused by acts or omissions by Evolution itself in providing the Live Casino Platform.
- 5.7 The Operator shall ensure that at all times during the Term the Operator's end-user terms and conditions provide for the following:
  - (a) Users acknowledge and agree that their sole recourse in relation to any complaint, dispute or claim related in any manner to the Operator Services (including the Live Casino Platform) is to the Operator alone;
  - (b) Users agree to use the Live Casino Platform only for the playing of the Games in accordance with the Operator's terms and conditions and the terms and conditions applicable to each Game;
  - (c) Users agree not to reverse engineer or decompile any of the Evolution Software or Back Office Tools, modify, remove or obscure any proprietary notices placed on the Live Casino Platform, copy the Live Casino Platform by any means for any purpose whatsoever, attempt to derive source code or other Confidential Information from the Live Casino Platform or use the Live Casino Platform for any purpose other than playing the Games or in any way that could adversely affect Evolution's name, image or reputation; and
  - (d) Evolution may enjoy and enforce for its own and its Group's benefit the benefit of the Operator's end-user terms and conditions for the purpose of enforcing directly against Users the restrictions set out in paragraph (c) above and the Operator will ensure that there are no restrictions or limitations on third party rights and/or enforcement contained in its end-user terms and conditions that might adversely affect Evolution's right to enforce the same as envisaged herein.

## 6. FEES AND PAYMENT CONDITIONS

- 6.1 The Operator shall pay the Fees in EUR to Evolution as set out in Schedule 3. All fixed fees included in the Fees will be invoiced Monthly in advance.
- 6.2 The Operator shall pay the Fees by bank transfer from an account held by the Operator with a reputable bank in the Territory to an account nominated by Evolution, no later than fifteen (15) days after the invoice date. A request by the Operator to adjust an invoice must be made no later than five (5) Business Days after the last day of the Month covered by the invoice, following which the Operator shall not be entitled to make any adjustments to the relevant invoice (including, for the avoidance of doubt, make any permitted deductions in respect of such Month) in the absence of manifest error or fraud. If the requested adjustment is acceptable pursuant to this Agreement, it will be deducted from the invoiced amount of the following Month.
- 6.3 Evolution will supply the Operator through the Back Office Tools with Monthly statements setting out the following information: (a) total wagering and Gross Gaming Revenues per table and per Game; (b) average stake per table and per Game; (c) average bet per Game and (d) number of active Users.
- 6.4 If the Operator fails to pay any amount payable by it under this Agreement which is not subject to a Valid Dispute (as defined below) by the due date Evolution shall be entitled, but not obliged, to:
- (a) charge interest on the overdue amount, from the due date up to the date of actual payment, at the rate of six per cent (6%) per annum above the base rate for the time being of Barclays Bank Plc, provided that the interest shall not exceed the maximum allowed by Applicable Laws; and/or
  - (b) immediately suspend the provision of the Live Casino Platform to the Operator until Evolution has received the full amount of arrears in its nominated account in cleared funds; and/or
  - (c) terminate this Agreement immediately by written notice to the Operator to that effect where payment has not been received by Evolution in the manner set out in paragraph (b) above within thirty (30) days of the relevant due date; and/or
  - (d) regardless of whether payment of the outstanding arrears is made, demand and receive from the Operator such sureties as to future payment (such as the provision of a parent company guarantee or a deposit against future obligations) as Evolution in its reasonable discretion may require, and the Parties agree that Evolution may continue to suspend the availability of the Live Casino Platform until Evolution has received such surety in a legally enforceable format;
- in all cases without any liability to the Operator.
- 6.5 For the avoidance of doubt, a “**Valid Dispute**” shall arise only when the Operator has, in good faith, reasonable grounds to believe that Evolution has wrongly imported from Evolution’s back office the data pertaining to the calculation of the fees and, as a result, the amount of the fees invoiced to the Operator is not accurate. Any dispute over an invoice shall cease to be considered a Valid Dispute if Evolution (i) immediately corrects the amounts upon which the fees are

calculated to the amounts resulting from the back office data, or (ii) provides to the Operator evidence that the data pertaining to the calculation of the fees were correctly imported from the back office and the fees were correctly calculated and invoiced.

- 6.6 The Operator will reimburse Evolution for all costs and/or charges (including reasonable professional legal fees) incurred in collecting amounts due under this Agreement.
- 6.7 The Operator agrees and undertakes to procure that any gambling, placing of bets by Users, withdrawals and/or payments made from the Operator to Users (“**Gambling Transactions**”) will only be made in a FIAT Currency (as defined below). For the purposes of this Agreement, the term FIAT Currency shall mean any currency lacking intrinsic value that is declared legal tender by a Government Agency, and which is not a cryptocurrency/a virtual currency such as for example Bitcoin (a “**FIAT Currency**”).
- 6.8 The Parties agree that the Operator is allowed to accept deposits and payments in non-FIAT Currencies, provided that any such deposits and/or payments made by Users to the Operator in non-FIAT Currencies are converted into a FIAT Currency when reported to Evolution.
- 6.9 In addition to Clause 14 of this Agreement, the Operator agrees that Evolution may terminate this Agreement with immediate effect by providing the Operator written notice, if the Operator breaches the terms set out in Clauses 6.7 and 6.8 above.

## 7. **TRAINING AND SYSTEM**

- 7.1 The Operator will and will procure that its relevant employees undertake the training specified and provided by Evolution and fully co-operate and work with Evolution in the integration of the Live Casino Platform with the Operator Services. Such training will take place online. Should the Operator request that the training occur physically at the Operator’s premises, the Operator shall be responsible for any travel and expenses incurred by Evolution and agreed to in advance between the Parties.
- 7.2 The Operator acknowledges that the operation of the Live Casino Platform is dependent upon:
  - (a) the Operator implementing and maintaining at all times the System Operation Requirements; and
  - (b) the Operator accepting and implementing without delay all Software Updates provided by Evolution;

and agrees that should the Operator fail to ensure the System Operation Requirements or accept and implement without delay any Software Updates (as set out above) it may adversely affect the provision of the Live Casino Platform by Evolution. Evolution shall have no liability to the Operator for any Defect (as defined in Schedule 1) or other fault, unavailability, deficiency or other adverse effect affecting the Live Casino Platform or the Operator Services to the extent attributable to the Operator's failure to ensure the matters set out in this Clause 7.2.

## 8. **LIMITATIONS OF LIABILITY**

- 8.1 Nothing in this Agreement excludes or in any way limits the liability of a Party arising as a result of:

- (a) fraud;
- (b) wilful default;
- (c) death or personal injury caused by negligence;
- (d) in the case of the Operator, any breach of Clause 2.1, any failure to make any payment pursuant to Clause 6, its indemnification obligations pursuant to Clause 9.2 and any breach of Clauses 2.2(b), 10, 12 and 13 or Schedule 6; or
- (e) any liability to the extent the same may not be excluded or limited as a matter of law.

8.2 Subject to Clauses 8.1 and 8.3, the total liability of Evolution under or in connection with this Agreement (explicitly including any failure to comply with a warranty obligation or indemnity agreed with the Operator) whether in contract, tort (including negligence), misrepresentation, breach of statutory duty or otherwise shall not exceed the greater of:

- (a) Fifty per cent (50%) of the monies paid to Evolution by the Operator during the previous six (6) Month period from the date of the applicable event giving rise to liability; or
- (b) EUR one hundred and fifty thousand (€150,000);

for any one event or series of connected events.

8.3 Subject to Clause 8.1, Evolution shall not be liable to the Operator under or in connection with this Agreement (explicitly including any failure to comply with a warranty obligation or indemnity agreed with the Operator), whether in contract, tort (including negligence), misrepresentation, breach of statutory duty or otherwise for any indirect, special or consequential loss of any kind or any loss of opportunities, loss of income, actual or anticipated profits, loss of business or contracts, loss of goodwill or reputation, loss of anticipated savings, loss of damage to or corruption of data, whether or not Evolution was advised in advance of the possibility of any such loss such loss.

8.4 If any failure by Evolution to provide the Live Casino Platform (or part thereof) under this Agreement is attributable to:

- (a) the Operator failing to maintain the System Operation Requirements or implement Software Updates (as envisaged in Clause 7);
- (b) an External Event; or
- (c) an act or omission of any of the Operator's Users;

then Evolution shall not be liable for such failure.

8.5 Except as expressly provided in this Agreement all conditions, warranties, terms and undertakings, express or implied, statutory or otherwise in relation to the undertaking of the

activities provided for in this Agreement are hereby excluded to the maximum extent permitted by law.

- 8.6 Neither Party shall be liable to the other Party for any enforcement action taken against it by any Government Agency or regulator in connection with the operation of the Live Casino Platform save that the Operator shall be liable as set out in Clause 9.2.
- 8.7 A Party's general obligation at law to mitigate its loss shall extend to any loss that gives rise to a claim under the indemnities set out in this Agreement.
- 8.8 The Parties acknowledge and agree that they shall bring any claim arising under or relating to this Agreement within twelve (12) Months from the date of the claim arising, or, if later, within twelve (12) Months from the date the Party claiming first became aware of the matters leading to the claim, and failure to do so shall result in any such claim automatically and irrevocably expiring.
- 8.9 The Parties acknowledge that the preceding provisions have been freely negotiated by the Parties who are independently legally advised and are of equal bargaining power and are considered by them to be reasonable having regard to the nature of the relationship between the Parties and the other provisions of this Agreement and that no interpretation of this Agreement shall be made *contra proferentem*.

## **9. WARRANTY AND INDEMNITY**

- 9.1 Either Party warrants, represents and undertakes to the other that:
- (a) it has full power, capacity, authority and right to enter into, execute and deliver this Agreement and to perform its obligations hereunder;
  - (b) it is duly organised and in good standing under the laws of its jurisdiction of incorporation.
  - (a) this Agreement has been duly authorised by all necessary action and constitutes the valid and binding agreement in accordance with its terms;
  - (b) no approval, authorisation, consent or filing is required in connection with the execution, delivery and performance of this Agreement;
  - (c) it has title to and/or the authority to grant the licences to the other Party to use any Intellectual Property Rights which may be required by either Party to perform its obligations under this Agreement;
  - (d) it holds and shall maintain all necessary consents, approvals, authorisations and licences which are required to exercise its rights and perform its obligations under this Agreement for the duration for the Term; and
  - (e) it will comply with all Applicable Laws in connection with the performance of its obligations under this Agreement.

- 9.2 The Operator shall as an enduring obligation that shall survive the termination (for whatever reason) or expiry of this Agreement defend, indemnify and keep Evolution and any member of its Group (together with their officers, servants and agents) indemnified without limit from any and all liability, losses, expenses, damages and costs (including reasonable professional legal fees) incurred or suffered in connection with any claim, dispute or proceedings brought by a third party, including any rights holders, Users, data subjects or Government Agency against Evolution or any member of its Group arising in connection with:
- (a) any breach by the Operator of Clause 2.1 or the representations and warranties set out in Clauses 2.2(b), 9.1;
  - (b) Clause 5.6; and
  - (c) Clause 12 and Schedule 6.

## **10. INTELLECTUAL PROPERTY**

- 10.1 Any and all Intellectual Property Rights developed and owned by either Party at the Commencement Date or during the Term shall remain vested in that Party. For example, all rights and interest in and to the Evolution Software, Back Office Tools and Documentation, any copies thereof, and all code and logic which describes and/or comprises the Evolution Software, Back Office Tools and Documentation remains the sole property of Evolution.
- 10.2 Notwithstanding Clause 10.1, the Operator acknowledges and agrees that all property and rights including Intellectual Property Rights in work arising from or created, produced or developed by Evolution and/or any member of its Group (whether alone or jointly with others) under or in the course of this Agreement shall immediately upon creation or performance vest in and shall be and remain the sole and exclusive property of Evolution and the Operator shall acquire no right, title or interest in or to the same. The Operator hereby assigns to Evolution as legal and beneficial owner with full title guarantee all rights of any nature throughout the world, whether present, vested, contingent or future, in the aforementioned work that may at any time during or after the Term of this Agreement come to be vested in the Operator, to hold the same unto Evolution, its successors and assigns, for the full period of all such rights and any renewals, reversions and extensions of the same throughout the world and in this regard waives any and all so-called moral rights or 'droits moral' that it may enjoy in the same to the fullest extent permitted by law.
- 10.3 The Operator shall promptly notify Evolution in writing if the Operator becomes aware of any actual, threatened or suspected infringement of any Intellectual Property Rights of Evolution arising as a result of the Operator's use of the Live Casino Platform.
- 10.4 Each Party grants to the other a non-exclusive, royalty-free licence for the Term to use such of the other Party's Intellectual Property Rights solely within the Territory and to the extent that the other Party reasonably requires use of the same to fulfil its obligations and exercise its rights

under this Agreement and subject to any reasonable directions from other Party in relation to that use.

- 10.5 Any goodwill in the brands of the respective Parties that accrues as a result of this Agreement shall inure to the benefit of, and is hereby assigned to, the Party owning the brand in question.
- 10.6 Subject to the Operator's compliance with this Agreement and subject to Clause 8 above including the limitations of liability in Clause 8.2, Evolution will defend the Operator, at Evolution's own expense from and against any claim brought against the Operator to the extent it is based upon a claim that the normal receipt and use of the Evolution Software in accordance with the terms of this Agreement ("**Indemnified Product**") infringes the Intellectual Property Rights of any third party ("**Claim**") provided that the Operator:
- (a) promptly notifies Evolution in writing of any Claim;
  - (b) gives Evolution full information and all reasonably required assistance in connection with a Claim;
  - (c) gives Evolution the sole right to control and conduct the defence or to settle such Claim;
  - (d) takes all such steps as it reasonably may to mitigate the liability associated with the Claim; and
  - (e) does not make any admissions or compromise such Claim without Evolution's prior written consent or otherwise prejudice Evolution's defence or prejudice Evolution's endeavours to settle such a Claim.
- 10.7 Evolution will have no liability for, and no obligation to defend the Operator against, any Claim to the extent it is based on: (a) use of an Indemnified Product other than in accordance with the terms of this Agreement; (b) the combination, operation, or use of an Indemnified Product with other materials; (c) any amendments to the Indemnified Product not made or authorised in writing by Evolution; or (d) the Operator's use of the Indemnified Product after Evolution's notice to the Operator that it must cease use of the Indemnified Product.
- 10.8 To the maximum extent permitted by law, the foregoing stated Evolution's entire liability to the Operator for infringement of third-party rights and is in lieu of any and all other remedies available to the Operator.

## 11. CHANGE IN LAW

- 11.1 Both Parties acknowledge that their ability to perform their obligations under this Agreement are subject to government or other regulatory licensing or control under Applicable Law. As a consequence, neither Party shall be liable for any effect on its ability to perform its obligations under this Agreement due to a change in government or other regulatory licensing or control under Applicable Law, or for the directions or other actions of any relevant Government Agency not caused by the default of that other Party.
- 11.2 Without prejudice to any other specific provision of this Agreement either Party shall from time to time at its own cost and expense do such things and provide such assistance and support to

the other Party as may reasonably be required in order to enable the other Party to comply with any legal or regulatory requirements applying to the subject matter of this Agreement.

- 11.3 In the event that either Party becomes the subject of or is notified that it will become the subject of, a regulatory or court investigation connected with this Agreement which could result in regulatory or court proceedings, it shall promptly notify the other Party in writing.

## **12. DATA PROTECTION**

All personal data processed under this Agreement or in connection therewith shall be processed in accordance with Applicable Law. The Parties shall comply with their respective obligations as set forth in Schedule 6.

## **13. CONFIDENTIALITY AND DUE DILIGENCE UNDERTAKINGS**

- 13.1 Each Party agrees that it will at all times both during the Term and at all times thereafter keep secret and confidential all Confidential Information which at any time before or during the Term comes into its knowledge, possession or control, and shall not use the Confidential Information for any purposes other than those required or permitted by this Agreement, or disclose the Confidential Information to any third party, without the other Party's prior written consent.
- 13.2 The obligations of confidentiality referred to in this Clause 13 shall not apply to any information which:
- (a) is or becomes publicly available through no fault of the Party receiving such information;
  - (b) has been independently developed by the receiving Party without reliance on the disclosing Party's Confidential Information;
  - (c) the other Party has given prior written approval to the disclosure; or
  - (d) is required to be disclosed by stock exchange regulation, law or the applicable rules and regulations of any competent regulatory body or authorities granting gaming licenses or certificates to the Parties, or Government Agency to which either Party is subject provided that (to the extent permitted by law) any such disclosure shall be made only after consultation with the other Party (or where this is not possible, the other Party shall be notified as soon as reasonably practicable after disclosure) and the obligations of confidentiality under this Clause 13 relating to such information shall otherwise continue to apply, save to the extent of the disclosure necessary to satisfy such requirement.
- 13.3 Each Party may disclose Confidential Information relating to the other to those of its contractors, employees and advisers who have reasonable need to see it (each, a "**Recipient**") provided that such Party shall procure that each Recipient is bound by obligations of confidentiality in respect

of such Confidential Information at least as onerous as those under this Agreement. The disclosing Party shall be liable for a breach of this Clause 13 by any Recipient.

- 13.4 Each Party will implement and maintain appropriate security procedures to prevent damage, loss or corruption of, or unauthorised access to Confidential Information.
- 13.5 For the avoidance of doubt, any copies of records made shall be subject to the obligations of confidentiality contained in this Agreement.
- 13.6 Neither Party shall, and the Parties shall procure that they and all persons comprising their Group shall not, authorise, encourage or permit any director, manager, employee, affiliate or agent of such Party or of any member of such Party's Group, to directly or indirectly: solicit, initiate, encourage or knowingly induce any employee involved in the operation of the other Party (in the case of Evolution including any employee involved in the operation of the Studio or the Live Casino Platform) away from such Party or from any member of such Party's Group, to become an employee of, or a consultant to, such Party or a member of such Party's Group.
- 13.7 Each Party shall provide the other Party with all information regarding its principals and, in the case of the Operator, any information related to any Operator Website which Evolution requests of the Operator in order to perform any due diligence that such Party requires to be conducted (the "**Due Diligence Information**") such information may include, without limitation, information about a Party and its principals' background and such Party shall provide the other with information of any material changes to or incorrectness in any Due Diligence Information provided to Evolution.
- 13.8 This Clause 13 will survive the expiry or termination of this Agreement for a period of three (3) years.
- 13.9 Either Party agrees to provide to the other Party such information as the other Party may reasonably request from time-to-time in order to comply with its demonstrable information reporting and other obligations owed to any Government Agency.

#### **14. TERM, TERMINATION AND SUSPENSION**

- 14.1 This Agreement will become effective on the Commencement Date and shall continue in full force and effect for the Initial Term unless otherwise terminated in accordance with this Agreement. After the expiry of the Initial Term the Agreement shall continue in full force and effect unless or until terminated by either Party, which either Party may do at any time subsequent to the date of expiry of the Initial Term subject to having served no less than twelve (12) Months' prior written notice on the other Party, such notice not to be given earlier than the expiry date of the Initial Term.
- 14.2 This Agreement may be terminated immediately by either Party, by written notice to the other Party, as follows:
  - (a) on or after the occurrence of a material breach of this Agreement by the other Party, provided that, if the breach is capable of remedy, the Party in breach shall not have remedied the same within fourteen (14) days of having been given notice in writing specifying the breach and requiring it to be remedied and for these purposes a persistent series of non-material breaches shall be deemed to be an irremediable material breach; or

- (b) if the other Party ceases to do business, becomes unable to pay its debts when they fall due, becomes or is deemed insolvent, has a receiver, manager, administrator, administrative receiver or similar officer appointed in respect of the whole or any part of its assets or business, makes any composition or arrangement with its creditors, takes or suffers any similar action in consequence of debt or an order or resolution is made for its dissolution or liquidation (other than for the purpose of solvent amalgamation or reconstruction), or enters into liquidation whether compulsorily or voluntarily; or
- (c) if the other Party does not satisfy Due Diligence enquiries as envisaged in Clause 13.7, or ceases to satisfy them at any time during the Term; or
- (d) if the other Party fails to apply for, obtain in a timely fashion or maintain any license, permit or approval required by any Government Agency or by Applicable Law or regulation or is otherwise in breach of Applicable Law.

14.3 This Agreement may be terminated immediately by Evolution, by written notice to the Operator, as follows:

- (a) if: (i) any Government Agency imposes a new requirement or varies any existing requirement (including any requirement that the Operator be qualified for or hold or maintain any license, permit or approval which the Operator does not duly comply with) that conflicts with the terms of this Agreement; or (ii) Evolution is informed by any Government Agency that the operation of the Live Casino Platform is to be investigated by them or is, or is likely to be, in breach of any relevant regulatory or licensing provision or condition which cannot reasonably be remedied; or
- (b) if the Operator uses, or attempts to use the Live Casino Platform in any manner or form that is illegal or that is reasonably likely to bring Evolution into disrepute or in any way endanger any of Evolution's licenses, permits or approvals in each case granted by a Government Agency; or
- (c) if, in Evolution's reasonable opinion, the Operator has breached the terms of this Agreement and such breach has not been remedied by the Operator thirty (30) days after Evolution has given the Operator written notice specifying the apprehended breach and requiring it to be remedied; or
- (d) if the Live Date has not occurred within one hundred eighty (180) days of the Commencement Date.

14.4 Evolution may suspend, replace or change all or any part of the Live Casino Platform provided under this Agreement, without prior notice to the Operator, in order to avoid, minimise or end any actual or perceived infringement of Applicable Law or of any regulations or guidance which is notified to it or issued by any appropriate Government Agency.

## **15. CONSEQUENCES OF TERMINATION AND SURVIVAL**

15.1 On termination of this Agreement, or otherwise on expiry of the Term:

- (a) Evolution shall cease to provide the Live Casino Platform and the Operator shall cease to use it;
- (b) the Operator shall remove the links to the Live Casino Platform from the Operator Services and shall expunge all data and Confidential Information of Evolution from its IT systems (subject to any obligation imposed on the Parties under Applicable Law);
- (c) all licences granted pursuant to this Agreement shall terminate immediately;
- (d) each Party shall, upon the other Party's written request, promptly deliver to or otherwise dispose of (as directed by the other Party) any and all relevant materials and property belonging or relating to the other Party, including all Confidential Information of the other Party, and all copies of the same, then in its possession, custody or control; and
- (e) the Operator shall pay all outstanding amounts owed to Evolution within fourteen (14) days.

15.2 Termination of this Agreement shall not affect any accrued rights or liabilities of either Party nor shall it affect the coming into force or the continuance in force of any provision(s) which is expressly or by implication intended to come into or continue in force on or after such termination.

15.3 The terms stipulated in Clauses 1 (*Definitions and Interpretation*), 6 (*Fees and Payment Conditions*), 8 (*Limitations of Liability*), 9.2 (*Warranty and Indemnity*), 10 (*Intellectual Property*) (except for Clause 10.6), 13 (*Confidentiality and Miscellaneous*), 15 (*Consequences of Termination and Survival*), 17 (*Entire Agreement*), 18 (*Notice*), 20 (*Applicable Law; Disputes*), 20 (*General*); Schedule 3 (*Fees*); and Schedule 6 (*Personal Data Processing Agreement*) shall survive the termination or expiry of this Agreement.

## 16. ASSIGNMENT AND AMENDMENTS

16.1 Without prejudice to Clauses 3.1 and 5.2 and subject to Clauses 16.2-16.3, neither Party may assign or transfer its rights or obligations under this Agreement to a third party without the prior written consent of the other Party.

16.2 The Operator may, subject to Evolution's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed, assign or transfer its rights and/or obligations under this Agreement to an entity within the Operator's Group provided that the transferee/assignee can meet its obligations under this Agreement.

16.3 Evolution may assign or transfer its rights and/or obligations under this Agreement to an entity within Evolution's Group, provided that the transferee/assignee can meet its obligations under this Agreement.

16.4 Amendments to this Agreement must be in writing and duly signed by both Parties.

## 17. ENTIRE AGREEMENT

This Agreement constitutes the whole agreement between the Parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter. Each Party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in this Agreement. Nothing in this Clause shall limit or exclude any liability for fraud.

## **18. NOTICE**

18.1 All notices shall be in writing and given by personal delivery, certified mail, return receipt requested, by commercial overnight courier, or, except in relation to legal notices, by email, to the authorised representative at the recipient's address set forth below or to such other address as either Party may specify by the written notice to the other. Notice shall be deemed given on (a) the date of personal delivery, (b) the third Business Day after mailing, or (c) the next Business Day after delivery via an overnight courier (unless the return receipt of the courier's record evidences a later delivery).

18.2 *Addresses for notices:*

(a) Evolution:

Attn. Chief Commercial Officer  
Level 1, Spinola Park, Mikiel Ang. Borg Street  
St. Julians SPK 1000  
Malta

*With a copy to:*

Evolution  
Attn. Chief Legal Officer  
Level 1, Spinola Park, Mikiel Ang. Borg Street  
St. Julians SPK 1000  
Malta

(b) the Operator:

Attn: Joris Mourelon (Chief Operating Officer)

Contact details for invoicing: [finance@theluckfactory.net](mailto:finance@theluckfactory.net) with a copy to [joris.m@keitainteractive.com](mailto:joris.m@keitainteractive.com)

Attn: Panayiota Lamprou (Chief Financial Officer)

Email: [panayiota.l@theluckfactory.net](mailto:panayiota.l@theluckfactory.net) (or, alternatively, to the Operator's registered office at the date of any notice being served)

## **19. FORCE MAJEURE**

- 19.1 The Parties acknowledge that from time to time, as a result of a Force Majeure Event, the Live Casino Platform provided under this Agreement by Evolution can be temporarily disrupted or interfered with, delayed or not be delivered or received.
- 19.2 Neither of the Parties shall be liable for any failure or delay in performance under this Agreement due to a Force Majeure Event, except in relation to the Operator's payment obligations and any of its obligations in relation to Evolution's Intellectual Property Rights which shall continue to apply notwithstanding a Force Majeure Event. Each Party acknowledges and agrees that neither the other Party nor any of its shareholders, directors, officers, employees or representatives will be liable for any such Force Majeure Event in connection with this Agreement.
- 19.3 In case the performance of a Party's obligations (other than in relation to payment) under this Agreement becomes impossible or delayed due to a Force Majeure Event the Party so affected shall without undue delay notify the other Party in writing of the occurrence of a Force Majeure Event. The Parties will use reasonable endeavours to work around any Force Majeure Event.
- 19.4 In the event that a Force Majeure Event continues for a period longer than three (3) consecutive Months, the Parties shall consult with each other with respect to the treatment of this Agreement for the best possible outcome for both Parties.

## **20. APPLICABLE LAW; DISPUTES**

- 20.1 This Agreement shall be governed by the laws of England and Wales.
- 20.2 The Parties agree that they will attempt to resolve any dispute or difference, controversy or claim arising out of or in connection with this Agreement (including without limitation any question regarding its existence, validity, interpretation, performance or termination) (a "**Dispute**") through mediation in England in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed between the Parties, the mediator will be nominated by CEDR. To initiate the mediation a Party must give notice in writing to the other Party to the dispute requesting a mediation. A copy of the request should be sent to CEDR. The mediation will start not later than thirty (30) days after the date of the ADR notice.
- 20.3 If mediation in accordance with Clause 20.2 above is not successful in resolving any Dispute, such Dispute shall be referred to and finally settled by arbitration under the Rules of the London Court of International Arbitration (the "**Rules**"), which Rules are deemed to be incorporated in this Clause 20.3. It is agreed that:
- (a) the number of arbitrators shall be one (1);
  - (b) the appointing authority for the purposes of the Rules shall be the London Court of International Arbitration;
  - (c) the seat, or legal place, of the arbitration shall be London;
  - (d) the language to be used in the arbitration shall be English; and
  - (e) the governing law of this arbitration agreement shall be the substantive law of England and Wales.

- 20.4 Clauses 20.2 and 20.3 shall however not in any way limit Evolution's freedom to enforce its rights under this Agreement in respect of any dispute (including, but not limited to, unpaid invoices issued under this Agreement) relative to the Agreement or in relation to Evolution's Intellectual Property Rights, in any jurisdiction. By agreeing to arbitration, the Parties do not intend to deprive any court of competent jurisdiction of its ability to issue any form of provisional remedy, including a preliminary injunction, or order any interim or conservatory measure. A request for such provisional remedy or interim or conservatory measure by a Party to a court shall not be deemed a waiver of the agreement to arbitrate under this Clause 20.

## **21. ANTI-BRIBERY AND ANTI-CORRUPTION**

- 21.1 Either Party will comply strictly with all applicable law and regulations relating to anti-bribery and anti-corruption.
- 21.2 Either Party shall have and maintain in place throughout the term of this Agreement its own policies and procedures to ensure compliance with all applicable laws and regulations relating to anti-bribery and anti-corruption.

## **22. GENERAL**

- 22.1 If any Clause in this Agreement, or any part of a Clause, is found by any court, regulatory or administrative body of competent jurisdiction to be illegal, invalid or unenforceable, and the Clause (or the part) in question is not of a fundamental nature to the Agreement as a whole, the legality, validity and enforceability of the remainder of the Agreement (including the remainder of the Clause which contains the relevant provision) shall not be affected.
- 22.2 Where the above Clause 22.1 is applicable, the Parties shall use all reasonable endeavours to agree upon any lawful and reasonable variations to the Agreement which may be necessary in order to achieve, to the greatest extent possible, the same effect as would have been achieved by the invalid Clause, or the part of the invalid Clause, in question.
- 22.3 Any waiver by a Party in writing of any of the other Party's obligation hereunder, or any failure to insist upon strict compliance with any obligation shall not operate as a waiver of, or estoppel, of the waiving Party's rights and remedies with respect to any subsequent or other failure.
- 22.4 This Agreement may be executed in any number of counterparts (each of which taken together will be deemed to constitute one and the same agreement and each of which individually will be deemed to be an original) with the same effect as if the signatures on each counterpart were the same as the original document.
- 22.5 Subject to Clauses 16.2 and 16.3, nothing in the Agreement is intended for the benefit of any third party and the Parties do not intend that any term of the Agreement should be enforceable by a third party either under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 22.6 The relationship of Evolution (and its employees) to the Operator will be that of independent contractor and nothing in this Agreement shall render Evolution (nor its personnel) as an employee, worker, agent or partner of the Operator. Subject to any express provision in this Agreement to the contrary, neither Party shall have any right or authority to and shall not do any act, enter into any contract, make any representation, give any warranty, incur any liability, assume any obligation, whether express or implied, of any kind on behalf of the other Party or bind the other Party in any way.

- 22.7 Subject to Clause 22.8, neither Party shall make or allow the publication of any press release or public announcement with respect to this Agreement, without the prior written approval of the other Party.
- 22.8 A Party may, without the prior consent of the other Party, issue such press release or make such public statement with respect to this Agreement as may be required by Applicable Law or any listing regulations and/or agreements concerning its publicly traded securities.

*[Remainder of page left intentionally blank]*

## SCHEDULE 1 – SERVICE LEVELS

### 1. DEFINITIONS

1.1 In this Schedule 1 the following capitalised terms shall have the following meanings:

|                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|--------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>“Critical Defect”</b>       | <p>means a Defect that either:</p> <ul style="list-style-type: none"> <li>(a) prevents the running of either the Live Casino Platform as a whole, or any one or more of the individual Games; or</li> <li>(b) prevents a significant number of Users from placing stakes on any one or more Game(s), join any Game or continue to play at any Game; or</li> <li>(c) where the payback percentage on any Game is disproportionate by reference of any odds given or otherwise;</li> </ul> |
| <b>“Defect”</b>                | <p>means a Critical Defect, a Major Defect, or a Minor Defect as the case may be;</p>                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>“Defect Report”</b>         | <p>means a written (including for these purposes email) notification sent by the Operator to Evolution reporting a Defect and which must comply with the requirements of Clause 3 of this Schedule 1;</p>                                                                                                                                                                                                                                                                                |
| <b>"Emergency Maintenance"</b> | <p>means any maintenance resulting in the unavailability of the Live Casino Platform for which Evolution provides the Operator with fewer than twenty-four (24) hours' prior notice, including no prior notice;</p>                                                                                                                                                                                                                                                                      |
| <b>“FLS”</b>                   | <p>means first line support;</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>“Major Defect”</b>          | <p>means a Defect that materially adversely affects the Live Casino Platform (but not amounting to a Critical Defect), including for example:</p> <ul style="list-style-type: none"> <li>(a) the Evolution Software is not functioning as per the agreed specification criteria for functionality and performance and is materially adversely affecting a majority of the Users (e.g. a system slow down); or</li> </ul>                                                                 |

- (b) limited access to the Live Casino Platform or any parts thereof (e.g. majority of Users are not able to view balance); or
- (c) the ability of Users to place stakes on Games is materially adversely affected;

|                                  |                                                                                                                                                                               |
|----------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>“Minor Defect”</b>            | means where the Live Casino Platform is not operating to the reasonable satisfaction of the Users but the Defect is neither a Critical Defect nor a Major Defect;             |
| <b>“Response Time Violation”</b> | means a failure by Evolution to meet the Defect response and resolution Service Levels set out in Clause 2.2 of this Schedule 1;                                              |
| <b>"Scheduled Maintenance"</b>   | means any maintenance resulting in the unavailability of the Live Casino Platform for which Evolution has provided the Operator twenty-four (24) or more hours' prior notice; |
| <b>“Service Levels”</b>          | means the service levels set out in Clauses 2.1 and 2.2 of this Schedule 1;                                                                                                   |
| <b>“SLS”</b>                     | means second line support;                                                                                                                                                    |
| <b>“TTS”</b>                     | means Evolution’s trouble ticketing system; and                                                                                                                               |
| <b>“Uptime Violation”</b>        | means a failure by Evolution to achieve the Service Levels set out in Clause 2.1 of this Schedule 1.                                                                          |

## 2. EVOLUTION'S SERVICE LEVELS

### 2.1 **Platform Availability Service Levels.** The required Live Casino Platform Uptime is as follows:

- (a) Live Casino Platform Uptime of not less than ninety-nine point zero per cent (99.0%) in each Month during the first six (6) Month period after the Live Date; and
- (b) Live Casino Platform Uptime of not less than ninety-nine point twenty-five per cent (99.25%) in each Month after the initial six (6) Month period after the Live Date;

and for these purposes "**Uptime**" and "**Downtime**" shall mean as defined in Clause 2.3 of this Schedule 1.

2.2 **Response and Resolution Time Service Levels.** The (a) response and (b) resolution time service levels for Defects are as follows:

- (a) **Critical:** Evolution will respond within thirty (30) minutes of receipt of a Defect Report for Critical Defects from the Operator. Resolution of Critical Defects will be attempted by Evolution on a best efforts basis within four (4) hours of receipt by Evolution of a correct Defect Report but in any event as soon as reasonably possible;
- (b) **Major:** Evolution will respond within sixty (60) minutes of receipt of a Defect Report for Major Defects. Resolution of Major Defects will be attempted by Evolution on a best efforts basis within eight (8) hours of receipt by Evolution of a correct Defect Report but in any event as soon as reasonably possible;
- (c) **Minor:** Evolution will respond within twelve (12) hours of receipt of a Defect Report for Minor Defects. Resolution of Minor Defects will be attempted by Evolution on a best efforts basis within seventy-two (72) hours of receipt by Evolution of a correct Defect Report; and
- (d) **Self-Resolution:** for Critical Defects and Major Defects discovered by Evolution, response time will be within fifteen (15) minutes from discovery and the resolution times set out in Clauses 2.2 (a) – (b) in this Schedule 1 will apply.

2.3 **Calculation of Uptime & Downtime.** For the purposes of Clause 2.1 of this Schedule 1:

- (a) The Live Casino Platform will be deemed to experience downtime when the Live Casino Platform is: (i) affected by an unresolved Critical Defect; or (ii) entirely unavailable for use ("**Downtime**"). "**Uptime**" is where the Live Casino Platform is unaffected by Downtime (except that SLA DT is not counted as Downtime for purposes of determining if the required Live Casino Platform Uptime was met for a particular Month).

- (b) Downtime (as defined above) is calculated at the end of each Month in accordance with the following formula:

$$\text{Downtime \%} = (\text{SLA DT/PU}) \times 100$$

Where:

“**SLA DT**” is total Downtime in minutes not including and minus any Downtime attributable to the following: (a) Scheduled Maintenance (Evolution will use its best endeavours to ensure that Scheduled Maintenance will not exceed eight (8) hours per Month); (b) Emergency Maintenance up to a permitted maximum of two (2) hours per Month; (c) any of those causes or matters listed in Clause 8.4 of this Agreement and (d) any unavailability of the Test Environment as referred to in Clause 5 of this Schedule 1 (all summed up, Evolution will use its best endeavours to ensure that Scheduled Maintenance and Emergency Maintenance will not exceed twelve (12) hours per Month); and

“**PU**” is the total duration (in minutes) of the relevant Month.

By way of example:

*If in the Month of June (thirty (30)) days:*

- (i) Scheduled Maintenance is 4 hours;*
- (ii) Emergency Maintenance is 3 hours; and*
- (iii) External Events cause the unavailability of the Live Casino Platform for 2 hours;*

*Then*

*SLA DT = (1 hour excess Emergency Maintenance or 60 minutes);*

*PU is (30 x 24 x 60) = 43,200*

*Downtime = 60/43,200 x 100 = 0.14%*

*Uptime = 99.86%.*

- (c) Downtime is calculated from the time of Evolution's receipt of the relevant Defect Report and ends when the Defect is resolved as set out in Clause 3.5(c) of this Schedule 1, e.g. generic tables are operational. The specific times for incidents causing Downtime will be stated in the e-mails/TTS generated by Evolution. These times will be logged and notified via TTS and Evolution's measurements in this regard shall be definitive.
- 2.4 The Service Levels are not applicable for any Defect if the reason for the Defect is an External Event, Scheduled Maintenance or Emergency Maintenance within the durations permitted above.
- 2.5 The Service Levels are not applicable to any Dual Play Game.
- 2.6 Upon reasonable request by the Operator, internal processes for response to Defect Reports will be measured and reported by Evolution and provided to the Operator.

- 2.7 As services and technologies change, the appropriate Service Levels and associated means of monitoring may change. When updates are deemed necessary by Evolution, Evolution will ask the Operator to review and approve any such changes in writing, such approval not to be unreasonably conditioned, delayed or withheld by the Operator and the same shall be regarded as an amendment to this Agreement.
- 2.8 If a Defect is not solved within the Response and Resolution Time Service Levels set out in Clause 2.2 of this Schedule 1, the Evolution service team will track the Defect until it is resolved.
- 2.9 Where there are more than (a) twelve (12) Response Time Violations within a Month and/or (b) three (3) Uptime Violations per Month for three (3) consecutive Months the Operator shall have the right to immediately terminate the Agreement by written notice to Evolution.

### 3. **SUPPORT AND INCIDENT MANAGEMENT**

- 3.1 The primary contact at Evolution Gaming 24/7 Customer support is [servicedesk@evolutiongaming.com](mailto:servicedesk@evolutiongaming.com) and <http://helpdesk.evolutiongaming.com> or the Evolution Gaming TTS.
- 3.2 The second level of escalation is to the Contract Manager of Evolution (or such person that Evolution has given the Operator notice of) and should be only used a last resort for important issues raised by the Operator which have not been resolved by the support levels detailed in Clause 3.1 in this Schedule 1.
- 3.3 This escalation process is for any issue discovered by the Operator. In all instances each issue will be assigned a status and then processed internally by Evolution in accordance to the relevant Service Levels set out in Clause 2.2 of this Schedule 1.
- 3.4 Subject to Table 1 below, the Evolution support referred to in this Schedule 1 will be available 24x7x365 days per year.

Table 1: Operator Issue Escalation Process

| Step | Support level | Email | Normal Hours of operation | Role | Phone number |
|------|---------------|-------|---------------------------|------|--------------|
|------|---------------|-------|---------------------------|------|--------------|

|   |                            |                                                                                                                                                                                                                                     |          |                                                                                      |              |
|---|----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|--------------------------------------------------------------------------------------|--------------|
| 1 | All support related issues | Raised Defect Report in the TTS via <a href="http://helpdesk.evolutiongaming.com">http://helpdesk.evolutiongaming.com</a><br>or sent email via <a href="mailto:servicedesk@evolutiongaming.com">servicedesk@evolutiongaming.com</a> | 24/7/365 | First line support staff                                                             | Only e-mail  |
| 2 | Escalation level 1         | <a href="mailto:supportmanager@evolutiongaming.com">supportmanager@evolutiongaming.com</a>                                                                                                                                          | 24x7/365 | Customer Support Manager<br><br>(Studio Floor Manager available during gaming hours) | Only email   |
| 3 | Escalation level 2         | <a href="mailto:sbradley@evolutiongaming.com">sbradley@evolutiongaming.com</a>                                                                                                                                                      | 24x7/365 | Head of Service Management                                                           | +37122088606 |

3.5 For the avoidance of doubt, once the Defect category has been assigned by Evolution the communication process will be as follows:

- (a) The Operator's FLS will attempt to remedy the problem. If they are not able to do so within an appropriate timeframe, FLS will ascertain whether the problem is with the Operator, Evolution and/or a third party and escalate if appropriate. FLS will submit a Defect Report in the Evolution TTS to be escalated to SLS.
- (b) SLS will be manned by skilled support staff of Evolution. SLS will set the priority of the Defect (Critical Defect, Major Defect or Minor Defect) acting reasonably and in good faith. The method of communication between FLS and SLS will be the TTS system or if that is unavailable by e-mail and last resort by telephone.
- (c) SLS will work to resolve the Defect in accordance with the Service Levels set out in Clause 2.2 of this Schedule 1. When the Defect is resolved, SLS will supply the solution to FLS via the TTS or e-mail, which will implement the solution if the Defect is within the Operator's control. If the Defect is with Evolution equipment and/or databases, then

Evolution will apply the solution to its own equipment and/or databases. The Defect Report will then be closed by SLS and the Defect deemed to be resolved.

- (d) If Evolution determines after reasonable inquiry that the Defect is not attributable to Evolution, then it will notify the Operator of this and the Operator will pass the details of the Defect on to the relevant responsible person/entity of the Operator. The Defect Report will be updated to show Evolution's classification of the Defect. Once the Operator has been notified in accordance with this Clause 3 of this Schedule 1, it shall be the responsibility of the Operator to keep Evolution updated on the status of the Defect resolution process.
- (e) Disputes – Evolution and the Operator will use reasonable efforts to resolve a problem. If, in the unlikely event that a report remains in dispute, i.e. neither Evolution or the Operator will take responsibility for it; then the incident will be referred the Parties' respective Contract Managers (or such other person that a Party has given the other Party notice of) for resolution.

3.6 Before submitting a Defect Report to Evolution, FLS should carry out the following checks and tests to ascertain and provide the following information:

- (a) whether the Defect may be re-created by the Operator with visibility for Evolution, or by Evolution;
- (b) consult the user information and confirm that the correct procedures have been followed;
- (c) ascertain how many Users are affected; and
- (d) consider whether there is a work-around; assign a priority to the Defect along with the data in support of that priority allocation; and verify that the Operator has the System Operation Requirements functioning correctly and run (and supply to Evolution) a test report demonstrating such compliance.

3.7 The process for notifying Defects identified by Evolution and communicating Defects to the Operator is as follows:

- (a) Evolution will send out a notification via TTS or e-mail to the given contact details of the Operator;
- (b) notification will be sent out if Critical and Major Defects have not been solved within fifteen (15) minutes of being discovered and updates will be provided every thirty (30) minutes for Critical Defects and every sixty (60) minutes for Major Defects until it has been resolved;
- (c) an incident report will be sent out within forty-eight (48) hours of resolution of Critical and Major Defects stating, as applicable, what the problem was, resolution of the problem and countermeasure to prevent the problem recurring;

- (d) communication should continue between the Operator and Evolution until the Defect is resolved, regardless of Service Level targets; and
- (e) notifications will include the following details:
  - (i) Defect ID;
  - (ii) status;
  - (iii) date;
  - (iv) problem area and impact;
  - (v) technical reason for the Defect; and
  - (vi) category of Defect (Critical Defect, Major Defect or Minor Defect).

3.8 All Defect Reports must be submitted via Evolution Gaming's web based TTS or where the TTS is unavailable, via email to [servicedesk@evolutiongaming.com](mailto:servicedesk@evolutiongaming.com) where a Defect Report number will be generated which may then be tracked automatically.

#### 4. **REPORTING**

4.1 Monthly reports will be made available no later than ten (10) Business Days after the end of each Month, setting out:

- (a) Monthly Uptime;
- (b) Scheduled Maintenance and Emergency Maintenance;
- (c) total Uptime and total Downtime to date;
- (d) causes of Downtime; and
- (e) key facts of the Month.

4.2 Resolution and response times will be monitored on a Month by Month basis, the data to which will be available via the TTS which will record both response time and resolution times across all Defects.

#### 5. **TEST ENVIRONMENT**

- (a) The Operator undertakes to during the Term provide Evolution access to/integration with a working test environment that replicates the functionality of the Operator Services that will be used when providing the Live Casino Platform (the "**Test Environment**").
- (b) If the Test Environment is not made available to Evolution as set out in Clause 5(a) of this Schedule 1, any Downtime related to such non-availability of the Test Environment will be excluded from the calculation of Downtime in Clause 2 of this Schedule 1.

## SCHEDULE 2 – TABLES AND GAMES

The Live Casino Platform shall comprise the following Games and tables:

**1. The Generic Tables**

Unbranded and generic Blackjack, Roulette, Baccarat, Casino Hold'em tables and tables for other Games with English speaking game presenters.

**2. The High Stakes Tables**

Subject to payment of the relevant High Stake Tables Fee as the Parties may agree in writing, the VIP Blackjack Tables. The Operator agrees to exercise due caution and discretion before offering VIP Blackjack Tables to Users and to offer such VIP Blackjack Tables with special focus on any and all Responsible Gambling requirements from time to time applicable to the Operator.

**3. Private Tables**

Whenever the Operator makes a request to Evolution for Private Table/s, Evolution shall use reasonable endeavours to make such Private Table/s available within fifteen (15) weeks of such request in consideration for the payment by the Operator of such *ad hoc* Monthly table fees as the Parties may, from time to time, agree in writing.

**4. Native Roulette Table/s**

Such Native Roulette Tables made available on the Operator Website/s as the Operator may, from time to time, request from Evolution and that Evolution may, from time to time, agree to provide to the Operator subject inter alia to the terms of this Agreement and to the payment by the Operator of the relevant Native Table Fee/s. Native Roulette Table/s may be cancelled by the Operator by giving Evolution at least six (6) Months' written notice.

**5. Additional Licensed Live Games**

Subject to the Operator complying with the terms of Schedule 4, the Additional Licensed Live Games set out in Appendix A of Schedule 4.

**6. RNG Games**

Subject to the terms of Schedule 5, the RNG Games set out in Appendix A of Schedule 5.

**7. Endemol Licensed Games**

Subject to the terms of Schedule 7, the Endemol Licensed Games set out in Appendix A of Schedule 7.

**8. Casino Games**

Subject to the terms of Schedule 8, the Casino Games set out in Schedule 8.

### SCHEDULE 3 – FEES

#### 1. GENERAL FEES

##### 1.1 Integration Fee: N/A

- 1.2 **Commission:** Subject to the Operator (i) undertaking throughout the Term to offer the Games in all jurisdictions falling within the definition of Territory in which the Operator from time to time provides the Live Casino Platform and (ii) the Operator abiding strictly by the provisions of Clause 2.5, Evolution shall, and the Operator agrees to pay, a general fee in relation to the Games provided as part of the Live Casino Platform a percentage of all Gross Gaming Revenues generated by the Operator pursuant to the following table:

| Gross Gaming Revenue generated by the Games | % Commission |
|---------------------------------------------|--------------|
| €0 - €1,000,000                             | 10%          |
| €1,000,001 - €2,000,000                     | 9%           |
| €2,000,001 and above                        | 8%           |

##### 1.3 Minimum Fee: N/A

#### 2. TABLE AND GAME FEES

Evolution shall charge, and the Operator agrees to pay, the following fees in relation to the Live Casino Platform:

- 2.1 **High Stake Tables Fee:** A fee of EUR thirty cents (€0.30) per bet placed by a User on a High Stake Table.
- 2.2 **Generic Tables – Blackjack growth package:** as part of the Generic Tables offering for Blackjack and as part of the Blackjack Growth Package and with effect from the Live Date, Evolution agrees to provide Operator with the Blackjack growth tables (each a “**Blackjack Growth Table**”). In addition to the Fees charged herein, for the provision of each Blackjack Growth Table, Evolution shall charge and the Operator agrees to pay Evolution a fee of EUR twelve cents (€0.12) per *main* bet generated through the Operator Services on a Blackjack Growth Table (the “**Blackjack Growth Table Fee**”), subject to the Blackjack Growth Tables going live on the Live Date. The Blackjack Growth Table Fee shall be invoiced by Evolution on a Monthly basis and shall become payable as per the terms of the Agreement.

- 2.3 **Native Roulette Tables:** In consideration for the provision by Evolution of the Native Roulette Tables, the Operator agrees to pay a Monthly fee of EUR three thousand (€3,000) for access to the Francophone Roulette – native French Native Roulette Table.
- 2.4 **Additional Licensed Live Games Fee:** In consideration for the provision by Evolution of the Additional Licensed Live Games the Operator agrees to pay the Licensed Games Fee set out in Appendix A of Schedule 4.
- 2.5 **RNG Games Fee:** In consideration for the provision by Evolution of the RNG Games the Operator agrees to pay the RNG Commission set out in Appendix A of Schedule 5.
- 2.6 **Endemol Licensed Games:** In consideration for the provision by Evolution of the Endemol Licensed Games the Operator agrees to pay the Endemol Licensed Games Fee set out in Appendix 1 of Schedule 7.

### 3 MISCELLANEOUS

- 3.1 **Skin Fee:** For each and every Skin requested by the Operator, the Operator shall pay Evolution a one-time fixed fee of two thousand five hundred Euro (€2,500).
- 3.2 **White Label Fee:** For each and every White Label Website (which requires a separate integration and back office to the Live Casino Platform) requested by the Operator and agreed in writing in advance by Evolution, the Operator shall pay Evolution a one-time fixed fee of five thousand Euro (€5,000).

*[Remainder of page left intentionally blank]*

## **SCHEDULE 4 – TERMS FOR ADDITIONAL LICENSED LIVE GAMES**

### **1. DEFINITIONS**

In this Schedule 4 the following capitalised terms shall have the following meanings:

|                                             |                                                                                                                                                                                                                                                                                                                                                                                       |
|---------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>“Action”</b>                             | means any and all third -party legal actions, suits, or administrative or regulatory proceedings;                                                                                                                                                                                                                                                                                     |
| <b>“Additional Licensed Live Games Fee”</b> | has the meaning set out in Clause 2.2 of this Schedule 4;                                                                                                                                                                                                                                                                                                                             |
| <b>“Code of Conduct”</b>                    | means any code of conduct (including relating to responsible gaming) issued by a regulatory authority and applicable to licensed gaming services including in relation to the provision of the Games, the RNG Games and the Additional Licensed Live Games (or marketing of the same) to Users;                                                                                       |
| <b>“Field of Use”</b>                       | means online gaming by means of computers and/or mobile or other electronic devices connected to the internet and the marketing, promotion and advertising of such online gaming, but excluding devices that are dedicated to wireless gaming;                                                                                                                                        |
| <b>“Licensed IP”</b>                        | means the Right Holders’ respective Intellectual Property Rights related to the Additional Licensed Live Games in the Territory;                                                                                                                                                                                                                                                      |
| <b>“Marks”</b>                              | means the trademarks, logos and trade names to be used under this Schedule 4 by both Parties, including both physical and electronic versions;                                                                                                                                                                                                                                        |
| <b>“Prohibited Content”</b>                 | means advertising or content that: (a) promotes pornographic material or is lewd, profane, obscene, unlawful or; (b) is defamatory, libellous, discriminatory or constitutes “hate speech”; (c) is in breach of any applicable Code of Conduct; or (d) relates to products or services that directly compete with the products or services of Evolution or the relevant Right Holder; |
| <b>“Right Holder”</b>                       | means the entity or person set out under the heading “Right Holder” in Appendix A to this Schedule 4 owning the legal rights to the Additional Licensed Live Game(s) as set forth                                                                                                                                                                                                     |

opposite its respective name in Appendix A to this Schedule 4;  
and

## 2. TERMS

- 2.1 Subject to the Operator honouring its Prime Positioning undertakings and, if applicable, to the approval by the relevant Right Holder, during the Term Evolution hereby grants the right, and the Operator hereby accepts, to offer the Additional Licensed Live Games that the Parties agree from time-to-time through the Operator Services to Users in the Field of Use in the Territory and to advertise, market and promote the Additional Licensed Live Games through the Operator Services in the Territory.
- 2.2 The Operator will, in addition to the Fees, pay Evolution the fee set out next to each Additional Licensed Live Game in Appendix A to this Schedule 4 or as otherwise agreed between the Parties in writing (the “**Licensed Games Fee**”). The fee for each Additional Licensed Live Game shall be based on the Gross Gaming Revenues (as applicable) generated by each of the Additional Licensed Live Games and each fee shall be considered separately, i.e. the fee will be calculated based on the Gross Gaming Revenues (as applicable) of each Additional Licensed Live Game and the Gross Gaming Revenues of one Additional Licensed Live Game will not be set off against the Gross Gaming Revenues of any other Additional Licensed Live Game (the “**Additional Licensed Live Games Fee**”). For the avoidance of doubt, the Additional Licensed Live Games Fee will be paid in accordance with the terms of the Agreement.
- 2.3 Evolution shall have a right to amend the Additional Licensed Live Games Fee (the “**Amended Additional Licensed Live Games Fee**”) for the Additional Licensed Live Games (or any one of them) on an annual basis subject to having provided the Operator with at least three (3) Months written notice. If the Operator does not agree with the Amended Additional Licensed Live Games Fee it shall have a right to remove the Additional Licensed Live Games that are subject to the Amended Additional Licensed Live Games Fee as an Additional Licensed Live Game for the purposes of this Agreement upon notice in writing to Evolution.
- 2.4 The Operator further agrees to the following:
- (a) that Evolution shall have the right by providing written notice to the Operator to request that the Operator immediately cease provision of the Additional Licensed Live Games (or any one of them) if the Operator is infringing or violating a Right Holder’s Intellectual Property Rights or is in breach of the terms of this Schedule 4. Any breach by the Operator of the terms of this Schedule 4 shall be considered a material breach of the Agreement;
  - (b) that Evolution may provide, when reasonably requested, a Right Holder access to any documents and other information (including the Agreement and any Due Diligence Information) relating to the Operator’s use of the Additional Licensed Live Games of such Right Holder;
  - (c) that it shall cease to exploit the Additional Licensed Live Games or any part thereof or in any territory, promptly upon receipt of notice from Evolution (or at such other time as the

notice specifies if Evolution is so requested by a Right Holder) and upon such notice the rights granted to exploit the relevant Additional Licensed Live Games shall immediately be terminated;

- (d) that the use of the Licensed IP by the Operator in advertising, marketing and promotional materials shall be subject to Evolution's approval. The Operator shall submit any such proposed use of the Licensed IP for approval prior to using the Licensed IP in any manner. Evolution will approve or object to the proposed use within seven (7) Business Days. In the event Evolution does not respond within seven (7) Business Days, the proposed use shall be deemed rejected. All approvals of the use of the Licensed IP must be in writing. Once a particular use is approved, all subsequent use in the manner submitted for approval shall also be deemed approved unless subsequently rejected by Evolution. However, if the Operator revises the approved material, it must submit the new version of such material for approval before use;
- (e) that (i) the Operator's use of Marks associated with the Additional Licensed Live Games will be accompanied by the appropriate trademark or service-mark symbol (either "TM", "®" or "SM") as directed by Evolution and in order to avoid confusion to the public, a legend specifying that such Marks are trademarks or service marks of the applicable Right Holder in sufficient proximity to the Additional Licensed Live Games; (ii) the Operator will not use any Marks associated with the Additional Licensed Live Games in any manner that will create a composite mark with any Mark of the Operator and/or Evolution or any trademark, logo or trade name of any other person; and (iii) no sales, marketing, advertising, promotional or other material for the Additional Licensed Live Games may contain any Prohibited Content;
- (f) that (i) if the Operator's use of any of the Licensed IP, or if any material bearing such Licensed IP, is deficient in quality, the Operator will promptly remedy such deficiencies upon receipt of written notice of such deficiencies from Evolution; (ii) nothing herein will grant to the Operator any right, title or interest in the Licensed IP or the Marks associated with the Additional Licensed Live Games; and (iii) that any goodwill resulting from the Operator's use of the Marks associated with the Additional Licensed Live Games will inure solely to the relevant Right Holder and Evolution may, at any time, request a confirmatory assignment of that goodwill and the Operator shall execute and return such assignment within five (5) Business Days of such request;
- (g) that failure of the Operator to comply with the obligations to obtain approvals for any advertising and marketing materials related to the Licensed IP and/or the Additional Licensed Live Games set out in this Schedule 4 will cause irreparable harm and that in situations where the unapproved advertising, marketing or promotional material is, in Evolution's or the relevant Right Holder's reasonable opinion, harmful to that Right Holder's and/or Evolution's reputation or in situations where the failure to obtain approval occurs more than three (3) times in any twelve (12) month period, Evolution shall have the right to terminate this Schedule 4;
- (h) that any overdue payments in respect of the Additional Licensed Live Games Fee shall

incur a late payment charge of five per cent (5%) per annum over the base lending rate of The Royal Bank of Scotland from time to time and that interest shall be calculated daily, not in advance, until the entire overdue amount has been paid;

- (i) that Clause 10.6 shall apply to any Action/s;
- (j) that Evolution may terminate this Schedule 4 (and the provision of Additional Licensed Live Games under this Schedule 4) immediately upon written notice to the Operator if the Operator takes any action, fails to take any action, or is the subject of any claim, suit, action or proceeding which Evolution reasonably believes may result in, or has resulted in, jeopardy or risk to Evolution's or any Right Holder's existing, pending or future gaming licenses, approvals or permits, or if Evolution or a Right Holder otherwise reasonably believes that its arrangement with the Operator may result in, or has resulted in, jeopardy or risk to any of Evolution's or the relevant Right Holder's existing, pending or future gaming licenses, approvals, or permits;
- (k) that Evolution may terminate or suspend whole or parts of this Schedule 4 (and the provision of Additional Licensed Live Games under this Schedule 4) if the agreement between Evolution and a Right Holder regarding the Additional Licensed Live Games is wholly or partly terminated or suspended. In such situation Evolution shall keep the Operator fully informed of the reasons of such termination or suspension and be as transparent as possible;
- (l) that the Operator shall provide a warranty that any Due Diligence Information provided is to the best of the Operator's knowledge true and accurate in all material respects;
- (m) the service levels set out in Schedule 1 are not applicable to any and all Dual Play game/s as determined by Evolution from time to time; and
- (n) in the event that this Schedule 4 is terminated or suspended, the Operator will immediately stop any use of the Marks associated with the Additional Licensed Live Games.

*[Remainder of page left intentionally blank]*

## APPENDIX A – ADDITIONAL LICENSED LIVE GAMES

Any reference to a Right Holder in the table below shall include its assignors and successors from time to time.

| Right Holder                                                                | Licensed Game                  | Licensed Game Fee<br>(calculated on a per Licensed Game basis)                                                                                                                                                                                  | Additional terms<br>applicable for the<br>license                   |
|-----------------------------------------------------------------------------|--------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|
| Chi Fat Au-Yeung                                                            | Casino Hold'Em                 | One per cent (1%) of the Gross Gaming Revenues generated by <i>Casino Hold'Em</i> in addition to the Commission payable pursuant to Clause 1.2 of Schedule 3                                                                                    |                                                                     |
| Chi Fat Au-Yeung                                                            | 2 Hand Casino Hold'Em          | One per cent (1%) of the Gross Gaming Revenues generated by <i>2 Hand Casino Hold'Em</i> in addition to the Commission payable pursuant to Clause 1.2 of Schedule 3                                                                             |                                                                     |
| Evolution                                                                   | 5+1                            | Three per cent (3%) of the Gross Gaming Revenues generated by <i>5+1</i> in addition to the Commission payable pursuant to Clause 1.2 of Schedule 3                                                                                             |                                                                     |
| Evolution                                                                   | Speed Roulette                 | Three per cent (3%) of the Gross Gaming Revenues generated by <i>Speed Roulette</i> in addition to the Commission payable pursuant to Clause 1.2 of Schedule 3                                                                                  |                                                                     |
| Evolution                                                                   | Dream Catcher                  | Three per cent (3%) of the Gross Gaming Revenues generated by <i>Dream Catcher</i> in addition to the Commission payable pursuant to Clause 1.2 of Schedule 3                                                                                   |                                                                     |
| Evolution                                                                   | Lightning Roulette             | Three per cent (3%) of the Gross Gaming Revenues generated by <i>Lightning Roulette</i> in addition to the Commission payable pursuant to Clause 1.2 of Schedule 3                                                                              |                                                                     |
| Evolution                                                                   | Sic Bo                         | The Commission set out in Clause 1.2 of Schedule 3                                                                                                                                                                                              |                                                                     |
| Evolution                                                                   | Side Bet City                  | The Commission set out in Clause 1.2 of Schedule 3                                                                                                                                                                                              |                                                                     |
| Evolution                                                                   | Infinite Blackjack             | The Commission set out in Clause 1.2 of Schedule 3.<br>An additional three per cent (3%) of the Gross Gaming Revenues generated through the Operator Services from <u>side bets</u> placed by Users on <i>Infinite Blackjack</i> will be levied |                                                                     |
| Evolution                                                                   | Lightning Dice                 | Three per cent (3%) of the Gross Gaming Revenues generated by <i>Lightning Dice</i> in addition to the Commission payable pursuant to Clause 1.2 of Schedule 3                                                                                  |                                                                     |
| Hasbro, Inc.<br>(sublicensed by<br>Scientific Games<br>(Gibraltar) Limited) | Monopoly Live                  | Five per cent (5%) of the Gross Gaming Revenues generated by <i>Monopoly Live</i> in addition to the Commission payable pursuant to Clause 1.2 of Schedule 3                                                                                    | License is subject to the conditions set out in Annex A and Annex B |
| Progressive Games<br>Partners LLC                                           | 21+3                           | Three per cent (3%) of the Gross Gaming Revenues generated by <i>21+3</i> in addition to the Commission payable pursuant to Clause 1.2 of Schedule 3                                                                                            |                                                                     |
| Progressive Games<br>Partners LLC                                           | Perfect Pairs for<br>Blackjack | Three per cent (3%) of the Gross Gaming Revenues generated by <i>Perfect Pairs for Blackjack</i> in addition to the Commission payable pursuant to Clause 1.2 of Schedule 3                                                                     |                                                                     |
| Progressive Games<br>Partners LLC                                           | Perfect Pairs for<br>Baccarat  | Three per cent (3%) of the Gross Gaming Revenues generated by <i>Perfect Pairs for Baccarat</i> in addition to the Commission payable pursuant to Clause 1.2 of Schedule 3                                                                      |                                                                     |

|                                                                    |                                              |                                                                                                                                                                                     |                                                                                                                   |
|--------------------------------------------------------------------|----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|
| Progressive Games Partners LLC                                     | Caribbean Stud Poker                         | Three per cent (3%) of the Gross Gaming Revenues generated by <i>Caribbean Stud Poker</i> in addition to the Commission payable pursuant to Clause 1.2 of Schedule 3                |                                                                                                                   |
| Progressive Games Partners LLC                                     | Double Ball Roulette                         | Three per cent (3%) of the Gross Gaming Revenues generated by <i>Double Ball Roulette</i> in addition to the Commission payable pursuant to Clause 1.2 of Schedule 3                |                                                                                                                   |
| Progressive Games Partners LLC                                     | Texas Hold'em Bonus Poker                    | Three per cent (3%) of the Gross Gaming Revenues generated by <i>Texas Hold'em Bonus Poker</i> in addition to the Commission payable pursuant to Clause 1.2 of Schedule 3           |                                                                                                                   |
| S.C. Development Services System and Evolution Malta Limited       | Bucharest Dual Play Roulette                 | Three per cent (3%) of the Gross Gaming Revenues generated by <i>Bucharest Dual Play Roulette</i> in addition to the Commission payable pursuant to Clause 1.2 of Schedule 3        | The service levels which are included as Schedule 1, do not apply to Bucharest Dual Play Roulette                 |
| Scientific Games (Gibraltar) Limited                               | Ultimate Texas Hold'Em®                      | Three per cent (3%) of the Gross Gaming Revenues generated by <i>Ultimate Texas Hold'Em</i> in addition to the Commission payable pursuant to Clause 1.2 of Schedule 3              | License is subject to the conditions set out in Annex A                                                           |
| Scientific Games (Gibraltar) Limited                               | Three Card Poker®, with 6 card bonus         | Three per cent (3%) of the Gross Gaming Revenues generated by <i>Three Card Poker, with 6 card bonus</i> in addition to the Commission payable pursuant to Clause 1.2 of Schedule 3 | License is subject to the conditions set out in Annex A                                                           |
| Scientific Games (Gibraltar) Limited                               | Free Bet Blackjack®                          | Three per cent (3%) of the Gross Gaming Revenues generated by <i>Free Bet Blackjack®</i> in addition to the Commission payable pursuant to Clause 1.2 of Schedule 3                 | License is subject to the conditions set out in Annex A                                                           |
| Resorts Digital Gaming LLC and Evolution                           | Resorts Casino's Dual Play American Roulette | Three per cent (3%) of the Gross Gaming Revenues generated by <i>Resorts Casino Dual Play Roulette</i> in addition to the Commission payable pursuant to Clause 1.2 of Schedule 3   | The service levels which are included as Schedule 1, do not apply to Resorts Casino's Dual Play American Roulette |
| Evo Gaming Studios RO Srl and S.C. Development Services System Srl | Grand Casino Dual Play Roulette              | Three per cent (3%) of the Gross Gaming Revenues generated by <i>Grand Casino Dual Play Roulette</i> in addition to the Commission payable pursuant to Clause 1.2 of Schedule 3     | The service levels which are included as Schedule 1, do not apply to Grand Casino Dual Play Roulette              |
| Evolution and AC Ocean Walk LLC                                    | Atlantic Dual Play Roulette                  | Three per cent (3%) of the Gross Gaming Revenues generated by <i>Atlantic Dual Play Roulette</i> in addition to the Commission payable pursuant to Clause 1.2 of Schedule 3         | The service levels which are included as Schedule 1, do not apply to Atlantic Dual Play Roulette                  |
| Evolution and Hippodrome Casino Limited                            | Hippodrome Dual Play Roulette                | Three per cent (3%) of the Gross Gaming Revenues generated by <i>Hippodrome Dual Play Roulette</i> in addition to the Commission payable pursuant to Clause 1.2 of Schedule 3       | The service levels which are included as Schedule 1, do not apply to Hippodrome Dual Play Roulette                |
| Evolution                                                          | Texas Dual Hold'em                           | Three per cent (3%) of the Gross Gaming Revenues generated by <i>Texas Dual Hold'em</i> in addition to the Commission payable pursuant to Clause 1.2 of Schedule 3                  |                                                                                                                   |
| Evolution                                                          | Dragon Tiger                                 | The Commission set out in Clause 1.2 of Schedule 3                                                                                                                                  |                                                                                                                   |
| Evolution                                                          | Football Studio (Top Card)                   | Three per cent (3%) of the Gross Gaming Revenues generated by <i>Football Studio (Top Card)</i> in addition to the Commission payable pursuant to Clause 1.2 of Schedule 3          |                                                                                                                   |
| Evolution                                                          | Lightning Baccarat                           | Three per cent (3%) of the Gross Gaming Revenues generated by <i>Lightning Baccarat</i> in addition to the Commission payable pursuant to Clause 1.2 of Schedule 3                  |                                                                                                                   |

|           |                  |                                                                                                                                                                                                                                              |  |
|-----------|------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| Evolution | Craps            | The Commission set out in Clause 1.2 of Schedule 3                                                                                                                                                                                           |  |
| Evolution | Crazy Time       | Three per cent (3%) of the Gross Gaming Revenues generated by the Operator from <i>Crazy Time</i> in addition to the Commission payable by the Operator pursuant to Clause 1.2 of Schedule 3                                                 |  |
| Evolution | Speed Blackjack  | The Commission set out in Clause 1.2 of Schedule 3.<br>An additional three per cent (3%) of the Gross Gaming Revenues generated through the Operator Services from <u>side bets</u> placed by Users on <i>Speed Blackjack</i> will be levied |  |
| Evolution | Mega Ball        | Three per cent (3%) of the Gross Gaming Revenues generated by the Operator from <i>Mega Ball</i> in addition to the Commission payable by the Operator pursuant to Clause 1.2 of Schedule 3                                                  |  |
| Evolution | Power Blackjack  | The Commission set out in Clause 1.2 of Schedule 3.<br>An additional three per cent (3%) of the Gross Gaming Revenues generated through the Operator Services from <u>side bets</u> placed by Users on <i>Power Blackjack</i> will be levied |  |
| Evolution | Instant Roulette | The Commission set out in Clause 1.2 of Schedule 3                                                                                                                                                                                           |  |

[Remainder of page left intentionally blank]

#### **ANNEX A**

1. The license to Three Card Poker®, Ultimate Texas Hold'Em® and Free Bet Blackjack® excludes dedicated gaming devices (which shall be understood to mean mobile and portable devices provided by casinos to their customers solely to make wireless gaming available at such casino) in The Republic of Ireland, Northern Ireland, Wales, Scotland, England, the Channel Islands and the Isle of Man.
2. The license grants to any games owned or licensed by Scientific Games (Gibraltar) Limited excludes such jurisdictions as notified by Evolution from time to time (email sufficing).
3. The Additional Licensed Live Games set out in Appendix A are being licensed by Evolution to the Operator under the Agreement and within the Territory as Licensed Games. It is the Operator's responsibility to ensure that the Additional Licensed Live Games can be offered within the Territory.

#### **ANNEX B**

1. Paragraph 2 of Annex A above shall apply to the game Monopoly Live. In addition, the following jurisdictions are excluded from the license grant of Monopoly Live:
  - (a) Austria; and
  - (b) Germany (excluding Schleswig-Holstein).
2. The Operator undertakes to comply with such policies, procedures, guidelines and similar relating to the Right Holder's Intellectual Property Rights as provided by Evolution from time to time (email sufficing).

*[Remainder of page left intentionally blank]*

## SCHEDULE 5 – TERMS FOR RNG GAMES

### 1. DEFINITIONS AND INTERPRETATION

In this Schedule 5 the following capitalised terms shall have the following meanings:

- |                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|---------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>“Good Positioning”</b> | means, in general, the Parties working together in consultation with each other throughout the Term with a view to giving the RNG Games good visibility and exposure on the Operator Sites <i>inter alia</i> through positioning the RNG Games in a prime position in the 'Casino Tab' of the Operator Sites and in such other mutually agreed tabs/sections (such as the 'Most Popular' tab) on the Operator Site/s and also by creating promotions to promote the launch of the RNG Games (including by promoting the RNG Games with banner/s on the home page of the Operator Site/s) with a CRM and onsite promotion launch plan for the RNG Games as agreed between the Parties;                                                                                                                                                                                                                                                                                                                               |
| <b>“Go Live Button”</b>   | means the relative RNG Game's unique button that takes Users on a journey through the Game's in-game portal directly to an Evolution Live Game/s thus giving Users an opportunity to experience the thrill of live dealer casino gaming;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>“Major Defect”</b>     | <p>the definition of Major Defect set out in paragraph 1 of Schedule 1 (<i>Service Levels</i>) of the Agreement shall, for the RNG Games only, be replaced by the definition of Major Defect included in this Schedule. “Major Defect” in respect of the RNG Games only shall mean a Defect that materially adversely affects the Live Casino Platform (but not amounting to a Critical Defect), including for example:</p> <ul style="list-style-type: none"> <li>(a) the Evolution Software is not functioning as per the agreed specification criteria for functionality and performance and is materially adversely affecting a majority of the Users (e.g. a system slow down); or</li> <li>(b) limited access to Live Casino Platform or any parts thereof (e.g. majority of Users are not able to view balance); or</li> <li>(c) the ability of Users to place stakes on RNG Games is materially adversely affected, or where Users' ability to deposit or withdraw money is materially impaired;</li> </ul> |
| <b>“Promotion Suite”</b>  | means the proprietary in-house tools and software developed by Evolution and provided to the Operator in the Back Office Tools enabling <i>inter alia</i> the Operator to reward Users instantly with automatically triggered campaigns including by rewarding them with free games and sending targeted push messages directly to single or                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

multiple players in-game and that provides the Operator with game data to produce leaderboards, big wins, achievement points etc as further explained here: <https://www.evolutiongaming.com/evolution-gaming-promotions-suite>; and

**“Right Holder”** means, in relation to an RNG Game, the right holder set out in Column A of Appendix A of Schedule 5 opposite the relevant RNG Game.

## 2. TERMS

- 2.1 Subject to the Operator granting the RNG Games a Good Positioning and, if applicable, to the approval by the relevant Right Holder, during the Term Evolution hereby grants the right, and the Operator hereby accepts, to offer the RNG Games through the Operator Services to Users in the Territory and to advertise, market and promote the RNG Games through the Operator Services in the Territory provided that:
- (i) the ‘Go Live’ Button is kept live on all RNG Games throughout the Term; and
  - (ii) the Operator promptly integrates the Operator’s Services with the Promotion Suite.
- 2.2 The Operator will, as a stand- alone fee and in lieu of the Commission, pay Evolution the RNG Commission in consideration for access to the RNG Games.
- 2.3 The RNG Commission of each RNG Game will be considered separately, i.e. the RNG Commission of one RNG Game will not be set-off against the RNG Commission for any other RNG Game. In any event, there shall be no carryover of any negative RNG Commission from one Month to the other.
- 2.4 Evolution agrees to provide the Operator with a solution for direct launch of Evolution’s live casino offering from the RNG Games offered on the Operator Websites at no extra fees.
- 2.5 At the Operator’s request, Evolution shall provide the Operator with basic branding consisting of logo and colour scheme free of charge (the **“RNG Branding”**). For every additional RNG Branding requested by the Operator that Evolution (acting reasonably) deems does not constitute basic branding, the Operator agrees to pay a fee of EUR fifteen thousand (€15,000) (the **“RNG Branding Fee”**).
- 2.6 The Parties acknowledge and agree that Evolution is the sole and exclusive owner of all Intellectual Property Rights, title and interest in the RNG Games and in the services listed under Clause 2.4 above at all times during and subsequent to the Term. Nothing in the Agreement (including this Schedule) shall create for, or confer upon, the Operator any ownership rights, title, leasehold, right of usage or other interest of any nature whatsoever in or to such RNG Games and services.
- 2.7 Evolution may cancel the provision of an RNG Game at any time during the term of this Schedule by providing the Operator with a written notice (email sufficing).

- 2.8 The Operator represents and warrants to Evolution that it owns or controls all rights (including in particular all Intellectual Property Rights) that are required for Evolution lawfully to use the graphics, imagery and 'look and feel' comprising the RNG Branding for the purposes set out in Clause 2.5 above. Any breach of this representation and warranty, including it ceasing to be true to any extent, shall be considered a material breach of this Schedule by the Operator.
- 2.9 For the avoidance of doubt, the Operator shall be responsible for all regulatory costs, fees and/or taxes payable to Government Agencies for providing the RNG Games in any jurisdiction and any other charges which may be imposed by Government Agencies on the Operator in the jurisdictions in which the Operator provides the RNG Games from time-to-time.
- 2.10 The Service Levels set out in Schedule 1 shall apply to the provision of the RNG Games *mutatis mutandis* except for the definition of Major Defect contained in Schedule 1 which shall be replaced and substituted by the definition of Major Defect set out in this Schedule 5.
- 2.11 According to Malta Gaming Authorities' Player Protection Directive 2018, a B2C licensee offering games online which use repetitively generated random selection for determining winning combinations to players, in accordance with the way in which the games offered are designed, shall pay out on average a prize amounting to ninety-two per centum (92%) or more of the money or money's worth wagered.

A B2C licensee shall ensure that its systems monitor the average percentage returned to the players as prizes for these games, but, provided that B2C licensees whose games are hosted and managed by an approved B2B licensee, may have this obligation fulfilled by the said B2B licensee.

Therefore, the Operator, as B2C licensee, and Evolution, as B2B licensee, agree to have this obligation fulfilled by Evolution. Evolution shall (i) monitor the average percentage returned to the player as prizes for the games hosted which are not exempt of this obligation, (ii) provide the Operator with periodical reports on this matter at least every six months, and (iii) notify immediately the Operator as soon as there is enough statistical evidence of the monitored average percentage returned to players being out of control, according to Evolution's existing monitoring methods.

*[Remainder of page left intentionally blank]*

**APPENDIX A – RNG GAMES**

| <b>COLUMN A<br/>RIGHT<br/>HOLDER</b> | <b>COLUMN B<br/>RNG GAME</b> | <b>COLUMN C<br/>RNG COMMISSION</b>                                                                   |
|--------------------------------------|------------------------------|------------------------------------------------------------------------------------------------------|
| Evolution                            | RNG Roulette                 | nine per cent (9%) of all Gross Gaming Revenues generated by the Operator from the relevant RNG Game |
| Evolution                            | RNG Blackjack                | nine per cent (9%) of all Gross Gaming Revenues generated by the Operator from the relevant RNG Game |
| Evolution                            | RNG Lightning Roulette       | nine per cent (9%) of all Gross Gaming Revenues generated by the Operator from the relevant RNG Game |
| Evolution                            | RNG Dreamcatcher             | nine per cent (9%) of all Gross Gaming Revenues generated by the Operator from the relevant RNG Game |
| Evolution                            | First Person Craps           | nine per cent (9%) of all Gross Gaming Revenues generated by the Operator from the relevant RNG Game |
| Evolution                            | First Person Mega Ball       | nine per cent (9%) of all Gross Gaming Revenues generated by the Operator from the relevant RNG Game |
| Evolution                            | First Person Top Card        | nine per cent (9%) of all Gross Gaming Revenues generated by the Operator from the relevant RNG Game |
| Evolution                            | First Person Baccarat        | nine per cent (9%) of all Gross Gaming Revenues generated by the Operator from the relevant RNG Game |
| Evolution                            | First Person Dragon Tiger    | nine per cent (9%) of all Gross Gaming Revenues generated by the Operator from the relevant RNG Game |

## SCHEDULE 6 – PERSONAL DATA PROCESSING AGREEMENT

### PARTIES:

The Parties set out on the first page of the Agreement are parties to this Personal Data Processing agreement (this “**DPA**”).

### WHEREAS

- (A) Evolution may, under the Agreement and for some other purposes defined herein process Personal Data on behalf of the Operator (the “**Purpose**”).
- (B) The purpose of this DPA to ensure compliance with Applicable Laws and is a requirement under Article 28.3 of GDPR (as defined below).

### NOW IT IS AGREED THAT

1.1 For the purposes of this DPA, “**Controller**”, “**Processor**”, “**Data Subject**”, “**Personal Data**” and “**Processing**” (and its cognate terms) shall have the meaning given to them in Article 4 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (“**GDPR**”) and the term “**Controller’s Personal Data**” shall mean any Personal Data Processed by the Processor on behalf of the Controller pursuant to, or in connection with, the Agreement, details of which is set out in Appendix A of this DPA.

1.2 For the purposes of this DPA:

1.2.1 “**Affiliates**” shall mean any affiliate that owns or controls, is owned or controlled by, or is or under common control or ownership with Evolution, where control is defined as the possession (directly or indirectly) of the power to direct or cause the direction of the management and policies of another person, whether through the ownership of voting shares, partnership interests, representation on its board of directors or similar governing body or by contract, or otherwise.

1.2.2 “**Approved Jurisdiction**” shall mean a member state of the European Economic Area, or other jurisdiction as may be approved as having adequate legal protections for data by the European Commission currently found here: [http://ec.europa.eu/justice/data-protection/international-transfers/adequacy/index\\_en.htm](http://ec.europa.eu/justice/data-protection/international-transfers/adequacy/index_en.htm).

1.2.3 “**Applicable Laws**” means all applicable legislation relating to data protection and privacy including without limitation the GDPR and all local laws and regulations which applies to the Parties; in each case as amended, repealed, consolidated or replaced from time to time.

1.2.4 “**Standard Contractual Clauses**” shall mean the standard contractual clauses for the transfer of personal data to data processors established in third countries adopted by the European Commission Decision 2010/87: Commission Decision of 5 February 2010 on standard contractual clauses for the transfer of personal data to processors

established in third countries under Directive 95/46/EC of the European Parliament and of the Council.

1.2.5 “**Sub-Processor**” shall mean any Evolution Affiliate Personal Data may pass through as a side effect of the Purpose, the main ones being set out in **Appendix C**.

1.3 For the purpose of this DPA, the Parties agree that Operator is the Controller and Evolution is the Processor of the Personal Data. Each Party agrees that to the extent that Evolution processes Personal Information on behalf of the Operator, the Processor shall:

- (a) process the Controller’s Personal Data in accordance with Applicable Laws;
- (b) process only Controller’s Personal Data only in accordance with the Controller's documented instructions and for the following purposes:
  - (A) to provide the services under the Agreement (including carrying out analyses for improving such services or providing statistical analyses of such services);
  - (B) to comply with Applicable Laws; and/or
  - (C) in accordance with the Controller’s express written instructions from time to time;
- (c) if a sub-processor is engaged by the Processor for carrying out specific processing activities on behalf of the Controller, the same obligations as set out in this DPA shall be imposed on that sub-processor by way of a contract or other legal act under European Union or European Union Member State law, in particular providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of GDPR;
- (d) not transfer any of the Controller’s Personal Data to any third person outside the European Economic Area without the prior written consent of the Controller (other than, in relation to Evolution, to its Affiliates); provided that the transfer is necessary for the purpose of carrying out its obligations under the Agreement or is required under Applicable Laws; and provided the transfer is done: (i) to an Approved Jurisdiction, or (ii) subject to the Standard Contractual Clauses, or through Privacy Shield framework as referred to in the Commission Implementing Decision (EU) 2016/1250 of 12 July 2016 pursuant to Directive 95/46/EC of the European Parliament and of the Council on the adequacy of the protection provided by the EU-U.S. Privacy Shield, or other applicable frameworks). If Processor or its Affiliates and/or their subcontractors intend to rely on Standard Contractual Clauses (where subcontracting or performance is allowed by the Agreement), then if the Standard Contractual Clauses are superseded by new or modified Standard Contractual Clauses, the new or modified Standard Contractual Clauses shall be

deemed to be incorporated into this DPA, and Processor will promptly begin complying with such Standard Contractual Clauses. Processor will abide by the obligations set forth under the Standard Contractual Clauses for data importer and/or sub-processor as the case may be;

- (e) not collect, process or store more Controller's Personal Data than necessary for the purposes set out in paragraph (b) above;
- (f) provide reasonable assistance to the Controller for its compliance with relevant obligations under Applicable Laws in respect of the Controller's Personal Data;
- (g) promptly comply with any request from the Controller requiring the Processor to amend, transfer or delete any of the Controller's Personal Data (however this paragraph shall always be subject to any obligation imposed on the Processor under Applicable Laws);
- (h) in the event that the Processor receives any complaint, notice or communication from a competent data protection authority which relates directly or indirectly to the Processing of the Controller's Personal Data or to either Party's compliance with Applicable Laws, the Processor shall promptly notify the Controller and it shall provide the Controller and such competent data protection authority (as applicable) with full co-operation and assistance in relation to any such complaint, notice or communication;
- (i) in the event that the Processor receives any complaint, notice or communication from a Data Subject which relates directly or indirectly to the Processing of the Controller's Personal Data or to either Party's compliance with Applicable Laws, the Processor shall promptly notify the Controller and it shall provide the Controller with full co-operation and assistance in relation to any such complaint, notice or communication;
- (j) provide reasonable assistance to the Controller with any data protection impact assessments, and prior consultations with any competent data protection authority, which the Controller reasonably considers to be required under Article 35 or 36 of GDPR, or under equivalent provisions of any other data protection law, in each case solely in relation to the Processing of the Controller's Personal Data by the Processor, taking into account the nature of the Processing and the information available to the Processor;
- (k) not disclose the Controller's Personal Data to any Data Subject or to a third party other than at the request of the Controller;
- (l) in case of any breach of security leading to the accidental or unlawful destruction, loss or alteration of the Controller's Personal Data and/or the unauthorised or unlawful disclosure of, access to, or Processing of the Controller's Personal Data, without undue delay notify the Controller of:

- (i) the nature of the breach;
- (ii) the categories and approximate numbers of Personal Data records and Data Subjects concerned; and
- (iii) the likely consequences of the breach and the measures taken or proposed to be taken to address and/or mitigate the consequences of the breach.

Moreover, the Processor shall provide the Controller with all necessary assistance to allow the Controller to timely and fully comply with its notification obligations to any competent data protection authority;

- (m) maintain records of the Processing carried out in respect of the Controller's Personal Data;
- (n) take appropriate technical and organisational measures against the unauthorised or unlawful Processing of the Controller's Personal Data, and against the accidental loss, alteration or destruction of, or damage to, the Controller's Personal Data, including implementing suitable measures as set forth in Articles 32 to 36 of GDPR as set out in **Appendix B**;
- (o) implement and maintain such technical and organisational measures to be able to assist the Controller to timely respond to any Data Subject requests to exercise any rights of access, rectification, erasure or restriction. In addition, however always subject to Applicable Laws, when so informed by the Controller in writing, the Processor shall ensure that the Personal Data relating to a particular Data Subject is immediately and duly made accessible, rectified, erased or restricted;
- (p) test its security measures put in place to ensure the security of the Controller's Personal Data;
- (q) ensure that all individuals, parties or other entities with access to the Controller's Personal Data are bound by industry standard confidentiality obligations which include keeping the Controller's Personal Data confidential;
- (r) make available to the Controller all information necessary to demonstrate compliance with the obligations laid down in Applicable Laws;
- (s) notify and train staff and sub-processors (if applicable) of obligations under Applicable Laws when Processing the Controller's Personal Data;
- (t) fully co-operate with and provide the Controller with any access, information and documents as reasonably requested;
- (u) allow an independent, properly qualified, third party auditor nominated by the Controller to access the Processor's premises for audit of the Processor's compliance with the provisions of this Agreement during normal business hours and upon at least five (5) Business Days' prior written notice, not more than once

in every twelve (12) Months unless there is a substantiated reason that needs to be disclosed to the Processor and provided that the costs for such audit is borne by the Controller;

- (v) Prior to engaging a sub-processor, the Processor shall notify the Controller of its intention. Controller shall have the right to object to the appointment of any new sub-processor within 30 days of having been notified of the sub-processor's appointment by Processor, in which event the Parties shall negotiate in good faith this objection. In the event the Parties, acting reasonably and in good faith, have not reached an amicable solution, then Controller may terminate the portion of the Agreement that requires the employment of said sub-processor. The Processor shall be liable for the acts or omissions of sub-processors to the same extent it is liable for its own actions or omissions under this DPA.

1.4 The Controller agrees that it shall:

- (a) comply with Applicable Laws;
- (b) clearly define and limit the scope of the Processing necessary for fulfilling the purpose(s) set out in Clause 1.3(b) of this Schedule in written instructions to the Processor; and
- (c) ensure that it provides the Data Subject with clear and sufficient information of the Processing as required by Applicable Laws.

1.5 Subject to the limitations (capping of liability) set out in Clauses 8.2 and 8.3 of the Agreement, each Party (each an “**Indemnifying Party**”) will indemnify and hold the other Party (each an “**Indemnified Party**”) harmless from any liabilities, losses, damages, costs or expenses and any other liabilities (including fines, penalties and legal fees) that may arise from the Indemnifying Party breaching its obligations set out in this DPA, provided that Indemnified Party:

- (a) promptly notifies the Indemnifying Party in writing of any such infringement claim or suit;
- (b) gives the Indemnifying Party the sole right to control and conduct the defence or to settle such infringement claim or suit;
- (c) takes all such steps as it reasonably may to mitigate the liability associated with such infringement claim or suit; and
- (d) provides full information and reasonable assistance to the Indemnifying Party in its defence of such infringement claim or suit.

1.6 Unless the Processing would be terminated early by the Controller in accordance with this Clause 1.6 and always subject to Applicable Laws, the duration of the Processing shall be equal to the duration of the Agreement. Hence, the Processing shall automatically terminate upon termination of the Agreement, for whatever reason. After termination the Processor

may retain the Controller's Personal Data to the extent required by Applicable Laws and only to the extent and for such period as required by Applicable Laws and always provided that the Processor shall ensure the confidentiality of all such Controller's Personal Data and that such Controller's Personal Data is only Processed as necessary for the purpose(s) specified in this DPA and Applicable Laws requiring its storage, and for no other purpose.

- 1.7 All communication to Evolution in any matter arising from this DPA must be done via email: [dataprivacy@evolutiongaming.com](mailto:dataprivacy@evolutiongaming.com).
- 1.8 This DPA will remain in full force and effect for as long as any Controller's Personal Data is being processed under the Agreement.
- 1.9 This DPA shall be governed by and construed in accordance with the laws of England and Wales and the Parties submit to the exclusive jurisdiction of the courts of England and Wales with the courts in London as first instance.

**APPENDIX A**  
**Description of the Processing**

|                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|--------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Subject matter and duration of the Processing</b>         | The subject matter and duration of the Processing of the Data controller's Personal Data are set out in the Agreement and this DPA.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Nature and purpose of the Processing</b>                  | Fulfilling obligations under the Agreement and for compliance with Applicable Laws, statutes, ordinances and regulations of those jurisdictions that apply to the activities of the Agreement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Type of Personal Data and categories of data subjects</b> | <p>Users of the Processor's live casino services which are contracting with the Controller.</p> <p>The following information in respect of the Users of the Data processor's live casino services:</p> <ul style="list-style-type: none"> <li>(A) first name*, last name*, screenname*;</li> <li>(B) IP address, location data, user ID, cookies; device fingerprint;</li> <li>(C) other information relevant to the Data Subject (the User).</li> </ul> <p>*the User can write/type anything there. The Processor does not do User authentication.</p> <p>The following information in respect of the Controller:</p> <ul style="list-style-type: none"> <li>(D) contact information including first name, last name, e-mail address, address, screenname, (mobile) phone number (office and private); and</li> <li>(E) IP address, location data, user ID, cookies; password; signatures.</li> </ul> |

## APPENDIX B

### Technical and Organisational Measures

The following security measures shall be implemented by the Processor, as a minimum:

- **Measures are implemented that deny unauthorised persons access to data processing systems that process and/or use personal data. This is done by:**

1. Property security
  - a. Business premises and buildings are monitored 24 hours a day, seven days a week by security staff.
  - b. The data centre and thus the hardware, server or components is in a separate secure area that is segregated from normal office premises.
  - c. Entrance to security areas are controlled and monitored by technical means, fingerprint & card scanners with audit trail logs.
  - d. Inspection patrols are carried out for main corporate offices
  - e. There are service contracts for technical surveillance systems.
  - f. Person's identification for visitors and 3<sup>rd</sup> party staff is carried out by security staff or local responsible
  - g. Access is logged.
  - h. Access is only granted to authorised persons after successful authentication
2. Security zones
  - a. The data centre is an area segregated from office premises with strictly restricted access and surveillance (closed shop).
3. Type of access control
  - a. An automatic identity check is carried out by means of personal access cards or fingerprint and recording attendance using smart card or fingerprint reader in log repository.
  - b. Offices are secured by a controlled key arrangement.
  - c. The reception is staffed during core hours and receives visitors.
  - d. Emergency exits are secured against improper use.
4. Regulation of access authorization
  - a. Access authorisation is organised restrictively and granted on the basis of appropriate authorisation procedures.
  - b. Authorised persons are determined with respect to security areas (for example data centre).
  - c. Visitors and externals must report to the reception desk and are collected and accompanied.
  - d. There are rules for employees leaving the company and changes in internal jobs and/or authorisation.
  - e. There are rules/follow-up measures if passes, keys, etc. are lost.
  - f. 3<sup>rd</sup> party Maintenance and repair staff are supervised.
  - g. The granting and withdrawal of access authorisation are reviewed.

- **Access control to data processing systems. Use of data processing systems by unauthorised persons is prevented by:**

1. Access authorisation control:
  - a. Access authorisation is granted to users on the basis of authorisation procedures.
  - b. Personal user ID and personal initial passwords are allocated.
  - c. Access is only granted after prior login with authentication (user ID, password or also token device).
  - d. The screen session is automatically protected by screen savers requiring a password after a set period of time and can also be manually locked.
  - e. Measures for password security (length, complexity and safekeeping) and rules for the use of passwords are in place, password policy enforced
  - f. Passwords to be changed, if passwords or token devices are lost or forgotten.
  - g. A rule that makes a need-to-know and a need-to-do principle compulsory for authorisation procedures is in place.
  - h. Administrator accounts are exclusively used for strictly limited activities and are monitored
  - i. Rules are in place for authorised persons leaving the company or changing jobs.
  - j. Disconnection occurs in the case of repeated failed attempts or timeouts.
  - k. Inactive connections are automatically closed after a set waiting period (timeout). There are separate access groups for visitors, with defined timeout.
  - l. Users can only have access to personal data according to the authorisation granted to them (by means of role allocation, functional user etc.).
  - m. Unauthorised attempted access is detected (for example logging of system use) and investigated accordingly.
2. Additional measures for remote access
  - a. Persons authorised to log in externally are specified.
  - b. Network access security is provided by implicit deny approach, any access is reviewed and went through approval process,
  - c. Unauthorised access from the internet is prevented by use of firewalls, Internal systems can only be accessed using VPN authentication
  - d. Unauthorised attempted access can be detected (intrusion detection (HIDS & NIDS)).
  - e. Protection of existing sessions against takeover by other users (session hijacking) is provided.
3. Logging of access
  - a. Access to data processing systems and workstations is logged (for example in a log file).
  - b. Logs are protected from tampering and changes
  - c. Use of data processing systems is verifiable (logging of access).
  - d. Remote access via the (SSL) VPN gateway is logged.
  - e. The granting/changing of access authorisation is logged.
  - f. Logs are regularly evaluated.

- **Access control/User control. It must be ensured that authorised persons can only access the data covered by their access authorisation when using a data processing system and that personal data are not read, copied, altered or deleted without authorisation when processing, using and after storing personal data. This is done by:**

1. Authorisation concept
  - a. Rules are established for granting and managing access authorisation.
  - b. Individual access rights and user groups have been formed.
  - c. User groups are managed in a central directory service.
  - d. Granted authorisation is regularly reviewed.
2. Access control
  - a. The use of encryption routines and a file encryption option have been provided.
  - b. Mobile devices such as computers, phones and removable media are encrypted.
  - c. Network access security has been set up.
  - d. Only approved hardware and software are used.
  - e. Network components are protected.
  - f. The network is segmented.
  - g. There is separation between testing and production environments.
  - h. Critical services are subject to monitoring.
3. Safekeeping when using data storage devices
  - a. The safekeeping of data storage devices is controlled.
  - b. Encrypted data storage devices are available.
  - c. Persons authorised for data storage device removal are specified.
  - d. Hard drives are hardware encrypted.

- **Transmission control/Transfer control. Unauthorised reading, copying, alteration or deletion in the case of electronic transfer or transmission should be prevented.**

- IT system data transfer is monitored
- Only secure protocols with encryption cyphers and suites are used
- Business critical data are reviewed for integrity check
- Logging is enabled for non-repudiation

- **It should be guaranteed that personal data are protected against the risk of accidental destruction or loss. To this end, the following measures have been implemented:**

1. Creation and safekeeping of backups
2. Backup disks are securely stored separately from the original data
3. Safeguarding of day-to-day operations. Day-to-day operations are secured by means of the following technical and organisational measures:
  - a. Resilience (Critical business IT systems are regularly backed up; Disaster recovery site is on standby for takeover as a part of business continuity)
  - b. Uninterruptible power supply

- c. Fire protection
  - d. Air-conditioning
  - e. Internet connection. A redundant internet connection is available.
- 4. Measures for operational disaster control
- 5. Organisational measures
  - a. Security guidelines as well as security and privacy operating procedures exist, have been announced and are checked.
  - b. There are requirements for procedural and programme documentation.
  - c. The hardware and software used are available and ready for operation in order to produce the original data from copies using backup devices.
  - d. Operational availability is regularly checked.
  - e. Before being put into operation, IT systems are finalised according to defined procedures and thus raised to a higher security level.
  - f. Business Continuity Management is in place.
  - g. A failover procedure has been defined.
  - h. There are sufficient staff resources available.
  - i. Users are trained.
  - j. Information security team is in place for fast incident detection and response in organized group – Security operations centre
  - k. There are rules for file retention (central backup).
  - l. Data are only deleted at the end of the defined retention periods

## **Appendix C**

### **Sub-Processors**

As at the date of this DPA, the following Sub-Processors have been notified by the Processor to the Controller/Processor with respect to the Processing:

- Evolution Latvia Ltd. (Latvia)
- Evolution Gaming Malta Limited (Malta)
- Evolution Gaming Group AB (publ) (Sweden)
- Evolution Belgium BVBA (Belgium)
- Evolution Gaming Ltd. (UK)
- Evo Gaming Studios RO S.R.L (Romania)
- Evolution Georgia LLC (Georgia)
- Evolution Canada Gaming Limited (Canada)

## SCHEDULE 7 – ENDEMOL LICENSED GAMES

### 1. DEFINITIONS AND INTERPRETATION

- 1.1 Unless explicitly provided otherwise in this Schedule 7, all defined terms herein shall have the same meanings ascribed thereto in the Agreement.
- 1.2 The recitals contained in the preamble shall be taken into account in the interpretation and construction of this Schedule 7.
- 1.3 The headings in this Schedule 7 are for ease of reference only and shall not affect its construction.
- 1.4 In this Schedule 7, if the context so requires, references to the singular shall include the plural and vice versa.
- 1.5 The Appendix to this Schedule 7 shall be deemed as integral part of this Schedule 7.

### 2. SUPPLEMENTS

- 2.1 In this Schedule 7, the following capitalised terms shall have the following meanings:

|                                 |                                                                                                                                                                                                                                                                                                                                                                                                                    |
|---------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>“Action”</b>                 | means any and all third party legal actions, suits, or administrative or regulatory proceedings;                                                                                                                                                                                                                                                                                                                   |
| <b>“Commission”</b>             | means the revenue share of the Gross Gaming Revenues payable by the Operator to Evolution pursuant to the Agreement;                                                                                                                                                                                                                                                                                               |
| <b>“Fees”</b>                   | means all those fees payable by the Operator to Evolution pursuant to the Agreement;                                                                                                                                                                                                                                                                                                                               |
| <b>“Marks”</b>                  | means the trademarks, logos and trade names to be used under this Schedule 7 by the Parties, including both physical and electronic versions;                                                                                                                                                                                                                                                                      |
| <b>“Prohibited Territories”</b> | means: <ul style="list-style-type: none"> <li>(a) France, Hong Kong, Iran, North Korea, Singapore, Sudan, Syria, Turkey, the United States of America and any other jurisdiction or territory in respect of which it is illegal for the Operator to provide remote gaming to residents; or</li> <li>(b) any jurisdiction or territory in respect of which Operator requires a gaming licence or similar</li> </ul> |

authorisation to provide remote gaming to residents and Operator does not hold, or continue to hold, such gaming licence or authorisation; or

- (c) any jurisdiction or territory in respect of which Evolution requires a gaming licence or similar authorisation to provide the Live Casino Platform and Evolution does not hold, or continue to hold, such gaming licence or authorisation; or
- (d) any jurisdiction or territory that is notified in writing to Operator from time to time by Evolution with reasonable notice, but at its sole and absolute discretion, as being excluded from the scope of the rights granted to Operator under this Schedule 7 the Parties agreeing and acknowledging that such notice may be on a game by game basis;

**“Placement”**

means (i) in general, a permanent prime positioning throughout the Term of the Endemol Licensed Games in the first two (2) thumbnails of the live casino tab (or in any other equivalent tab as approved by Evolution from time to time) of the Operator Websites for both desktop and mobile versions thereof and, specifically, throughout the Term, the first two (2) tabs in the live casino tab of the Operator Website/s for both desktop and mobile versions thereof shall, unless otherwise agreed in writing, be the first tabs that are visible to Users and (ii) only with regards to the mobile versions of the Operator Website/s, the Endemol Licensed Games shall, throughout the Term, be the first games appearing to Users when accessing the mobile versions of the Operator Websites (Live Casino Platform and Endemol Licensed Games may, by way of example, be positioned in the 'Top Games' tab or section of the Operator Websites (mobile version) or in any other prime equivalent tab or section as may be approved by Evolution from time to time);

**“Right Holder”**

means the entity or person set out under the heading “Right Holder” in Appendix 1 to this Schedule 7 owning the legal rights to the Intellectual Property Rights related to an Endemol Licensed Game as set forth opposite its respective name in Appendix 1 to this Schedule 7; and

**“Territory”** means the world excluding any Prohibited Territory.

### 3. TERMS

3.1 Subject to the terms of the Agreement and to this Schedule 7 and to written approval by the Right Holder, during the Term:

3.1.1 Evolution hereby grants the right to Operator to offer the Endemol Licensed Games through the Operator Services to the Users in the Territory and to advertise, market and promote the Endemol Licensed Games in the Territory;

3.1.2 the Endemol Licensed Games will be part of the Live Casino Platform; and

3.1.3 Operator accepts the license grant as set out under paragraph 3.1.1 above.

3.2 The Operator will, in addition to the Fees (including the Commission), and subject to Operator giving the Endemol Licensed Games a Placement throughout the Term, pay Evolution the fee set out opposite each Endemol Licensed Game in Appendix 1 to this Schedule 7 or as otherwise agreed between the Parties in writing (the **“Endemol Licensed Games Fee”**). The Endemol Licensed Games Fee for each Endemol Licensed Game shall be based on the Gross Gaming Revenues generated by each of the Endemol Licensed Games and each fee shall be considered separately, i.e. the fee will be calculated based on the Gross Gaming Revenues of each Endemol Licensed Game and the Gross Gaming Revenues of one Endemol Licensed Game will not be set off against the Gross Gaming Revenues of any other Endemol Licensed Game. For the avoidance of doubt, the Endemol Licensed Games Fee will be paid in accordance with the terms of the Agreement.

3.3 Evolution shall have a right to amend the Endemol Licensed Games Fee (the **“Amended Endemol Licensed Games Fee”**) for the Endemol Licensed Games (or any one of them) on an annual basis subject to having provided Operator with at least three (3) Months written notice. If Operator does not agree to the Amended Endemol Licensed Games Fee it shall have a right to, by providing a written notice to Evolution, remove the Endemol Licensed Games that are subject to the Amended Endemol Licensed Games Fee as an Endemol Licensed Game for the purposes of this Schedule 7.

3.4 Operator further agrees, warrants, represents and undertakes that:

3.4.1 it has the right to enter into and perform this Schedule 7 and has not entered into and shall not enter into any arrangement or understanding or do any act which might in any way conflict with or will conflict with its obligations under this Schedule 7;

3.4.2 it will comply with all applicable laws, regulations and codes in performing its obligations and exercising its rights under this Schedule 7 (including without limitation, data protection, anti-money laundering, anti-bribery and anti-corruption (including but not limited to the Bribery Act 2010) and sanctions laws and laws and

regulations in relation to creation, provision, operation, exploitation and marketing of the Endemol Licensed Games);

- 3.4.3 it is not entitled to sub-license any of the Endemol Licensed Games without Evolution's prior written approval;
- 3.4.4 it holds all necessary approvals, authorisations, certifications, licenses and permits required for performing its rights and obligations under this Schedule 7 (together the "**Required Authority Approvals**") and that it at all times will comply with any official laws, rules, regulations, guidelines, codes of practice, standards and any other relevant instructions issued for such Required Authority Approvals in its performance of its rights and obligations under this Schedule 7;
- 3.4.5 it shall not be entitled to exploit or operate, market or promote the Endemol Licensed Games (i) on any portable wireless device (whether now known or subsequently developed) including without limitation handheld computers/video game systems or digital electronic equipment including but not limited to, personal digital assistants, mobile phones or pagers, which are capable of wireless sending and/or receiving voice and/or audio and/or data and/or video communication, and of storage of information or data and (ii) using WAP portals of mobile phone operators licensed to operate in the Territory or any other non-internet based data delivery system or non-direct means of accessing the internet. For the avoidance of doubt, nothing in this paragraph shall restrict or prevent Users from, within the Territory and subject to the other terms of this Schedule 7, accessing the Endemol Licensed Games via the Operator's applications (including native applications) for smartphones, using an internet enabled mobile, smartphone or tablet;
- 3.4.6 the use of the Licensed IP by the Operator in advertising, marketing and promotional materials (including without limitation the proposed media) shall be subject to Evolution's prior approval. In the event Evolution does not respond on the approval request, the proposed use shall be deemed rejected. If Operator revises the approved material, it must submit the new version of such material for Evolution's approval before use;
- 3.4.7 (a) Operator's use of Marks associated with the Endemol Licensed Games will be accompanied by the appropriate Trade Mark Notice and Copyright Notice; (b) Operator will not use any Marks associated with the Endemol Licensed Games in any manner likely to prejudice their legal protection or validity; and (c) Operator's Marks shall be kept entirely separate from a Right Holder's Marks and shall not be used in any manner which could lead to confusion as to the ownership of the Right Holder's Marks;
- 3.4.8 it will at all times comply with all Marketing Requirements for any advertisement, marketing and/or offering of the Endemol Licensed Games;

- 3.4.9 (a) if Operator's use of any of the Licensed IP, or if any material bearing such Licensed IP, is deficient in quality, Operator will promptly remedy such deficiencies upon receipt of written notice of such deficiencies from Evolution; (b) nothing herein will grant to Operator any right, title or interest in the Licensed IP or the Marks associated with the Endemol Licensed Games; and (c) that any goodwill resulting from Operator's use of the Marks associated with the Endemol Licensed Games will inure solely to the relevant Right Holder and Evolution may, at any time, request a confirmatory assignment of that goodwill and Operator shall execute and return such assignment within five (5) Business Days of such request;
- 3.4.10 any warranty and/or indemnity by Evolution related to any Intellectual Property Right associated with the Endemol Licensed Games licensed under this Agreement is limited to (exploitation in) the territories where such Intellectual Property Right is registered by the relevant Right Holder;
- 3.4.11 it will not make any use of the name likeness photograph or other image of Noel Edmonds (or any other presenter of any localised programme based on and/or incorporating the Licensed IP) either in the Endemol Licensed Games or in the marketing or promotion therefor or in any other way connected to the Endemol Licensed Games. Operator acknowledges that no rights are hereby granted to Operator in the name likeness photograph or other image of Noel Edmonds (or any other presenter of any localised programme based on and/or incorporating the Licensed IP) and permission to include the same in the Endemol Licensed Games and/or marketing or promotion therefor shall be subject to separate negotiation and agreement;
- 3.4.12 it will not install, use or copying any of the Endemol Licensed Games (or any part of such games) except as specifically permitted in this Schedule 7;
- 3.4.13 it will not (a) make any translations, adaptations, variations or modifications of the Endemol Licensed Games, (b) merger of all or part of the Endemol Licensed Games into any other computer software or documentation; (c) create derivative works based upon all or part of the Endemol Licensed Games; or (d) to the maximum extent permitted by law, disassemble, decompile, reverse engineer or decode of the Endemol Licensed Games in any manner for any reason;
- 3.4.14 it will not modify or remove any legal notices on the Endemol Licensed Games;
- 3.4.15 it will not operate or market (or authorise the operation or marketing) of the Endemol Licensed Games, solicit custom or accept monies in relation to the Endemol Licensed Games from customers or proposed Users who are citizens of or situated in the Prohibited Territories. Where Operator becomes aware that it has received monies from such citizens/persons situated in such territories it shall forthwith return such monies and under no circumstances shall the Gross Gaming Revenues from the Endemol Licensed Games include monies received from such citizens/persons situated in such Prohibited Territories;

- 3.4.16 it has put in place industry standard measures on each Operator Website offering any Endemol Licensed Game to establish the age, address and place of residence of the Users wishing to play such Endemol Licensed Game and that such safeguard will remain throughout the Term. Operator shall provide Evolution with such information as Evolution may reasonably request from time to time to evidence the same including without limitation providing access to any relevant premises and equipment (subject always to its compliance with regulatory requirements that would prevent Operator from doing so);
- 3.4.17 it shall not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- 3.4.18 it shall have and shall maintain in place throughout the Term of this Agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with this Clause 3.4 and will enforce them where appropriate;
- 3.4.19 it shall not do nor fail to do any act nor publish any statement or authorise the same which may bring Endemol or the Licensed IP into disrepute or which is in any way disparaging of or derogatory to the same;
- 3.4.20 it shall not arrange, authorise or make any publicity of any Endemol Licensed Game without Evolution's express prior written approval of the same;
- 3.4.21 Evolution may provide, when reasonably requested, a Right Holder access to any documents and other information (including the Agreement and any Due Diligence Information) relating to Operator's use of the Endemol Licensed Games and give the Right Holder a warranty that any Due Diligence Information provided, to the best of Operator's knowledge, is true and accurate in all material respects;
- 3.4.22 Operator shall: (a) give Evolution prompt written notice of any Action in respect of any Endemol Licensed Game for which indemnification is sought (provided, however, that any failure to give such notice will not waive any rights of the applicable indemnities or obligations of the indemnitor except to the extent that the indemnitor is actually prejudiced thereby); and (b) permit Evolution or such party that Evolution appoints to control and direct the defence and settlement of any such Action provided, however that: (i) Evolution shall not enter into any settlement agreement that would result in any admission by Operator or any payment by Operator, or that does not include a release of all covered claims pending against Operator; and (ii) Operator may at its election participate in the defence of such Action through separate counsel at its own expense; and (c) provide Evolution all reasonable assistance (at the expense of Evolution) in connection with the defence or settlement of any such Action;
- 3.4.23 it shall cease to provide, offer, market and exploit the Endemol Licensed Games or any part thereof or in any territory, immediately upon receipt of notice from Evolution

(or at such other time as the notice specifies if Evolution is so requested by a Right Holder) and upon such notice the rights granted to exploit the relevant Endemol Licensed Games shall immediately be terminated;

- 3.4.24 Evolution may terminate this Schedule 7 (and the provision of Endemol Licensed Games under this Schedule 7) immediately upon written notice to Operator if Operator takes any action, fails to take any action, or is the subject of any claim, suit, action or proceeding which Evolution reasonably believes may result in, or has resulted in, jeopardy or risk to Evolution's or any Right Holder's existing, pending or future gaming licenses, approvals or permits, or if Evolution or a Right Holder otherwise reasonably believes that its arrangement with Operator may result in, or has resulted in, jeopardy or risk to any of Evolution's or the relevant Right Holder's existing, pending or future gaming licenses, approvals, or permits;
- 3.4.25 Evolution may terminate or suspend whole or parts of this Schedule 7 (and the provision of Endemol Licensed Games under this Schedule 7) if the agreement between Evolution and a Right Holder regarding the Endemol Licensed Games is wholly or partly terminated or suspended;
- 3.4.26 Operator, if this Schedule 7 is terminated or suspended, will immediately stop any use of the Marks associated with the Endemol Licensed Games; and
- 3.4.27 Operator will allow an independent, properly qualified, third party auditor nominated by Evolution to access Operator's premises and relevant technical equipment and processes for audit of Operator's compliance with the provisions of this Schedule 7. Such audit to be carried out during normal business hours and upon at least five (5) Business Days' prior written notice and not more than once in every twelve (12) Months unless there is a substantiated reason for more frequent audits.
- 3.4.28 For the avoidance of doubt this Schedule 7 is conditional to the Right Holder's approval of Operator to offer the Endemol Licensed Games (such approval being in the Right Holder's sole discretion). Operator agrees and understands that Evolution has no power to influence the Right Holder's approval and that Evolution declines any and all liabilities arising out or in any way connected with Operator not being approved by the Right Holder.

APPENDIX 1 – ENDEMOL LICENSED GAMES

Any reference to a Right Holder in the table below shall include its assignors and successors from time to time. The Endemol Licensed Games Fee is in addition to the Commission set out in Clause 1.2 of Schedule 3.

| Right Holder          | Endemol Licensed Game | Endemol Licensed Games Fee                                                                                                                                                       | Trade Mark Notice                                                                                                   | Copyright Notice                                                                                       |
|-----------------------|-----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------|
| ENDEMOL SHINE IP B.V. | DEAL OR NO DEAL LIVE  | three per cent (3%) of the Gross Gaming Revenues generated by DEAL OR NO DEAL LIVE in addition to the Commission payable on a Monthly basis pursuant to Clause 1.2 of Schedule 3 | DEAL OR NO DEAL is a registered trademark of Endemol Shine IP B.V. used under licence from Endemol Shine UK Limited | DEAL OR NO DEAL © 2003 Endemol Shine IP B.V. Deal or No Deal Live Project © 2017 Endemol Shine IP B.V. |

[Remainder of page left intentionally blank]

## SCHEDULE 8 – NETENT AND RED TIGER GAMES

### WHEREAS

- (A) The Operator entered into a software licence agreement on the 30th of June 2015 (as amended, novated and supplemented) with NetEnt International Limited (registered in the Isle of Man with registration number 017601V) for the provision of certain casino games developed by NetEnt (the “**NetEnt Agreement**”).
- (B) The Operator entered into a software licence agreement on the 3<sup>rd</sup> of December 2020 (as amended, novated and supplemented) with Red Tiger International (IOM) Limited (registered in the Isle of Man with registration number 145738V) for the provision of certain casino games developed by Red Tiger (the “**Red Tiger Agreement**”).
- (C) Operator wishes to acquire a license from Evolution to offer the Casino Games to Users in accordance with the purposes of the Agreement and Evolution declares, represents and warrants to be duly authorized to offer and licence the Casino Games to Users.
- (D) Evolution (and to the extent applicable from time-to-time the Evolution Group Companies) wishes to grant to the Operator and the Operator wishes to accept a licence to use such non-live Casino Games (as defined below) in accordance with the terms of this Schedule and the terms of the Agreement.

### 1. DEFINITIONS AND INTERPRETATION

- 1.1 Unless explicitly provided otherwise in this Schedule, all defined terms herein shall have the same meanings ascribed thereto in the Agreement except that all references to “Live Casino Services” under the Agreement shall be amended to “Non-Live Casino Services” in respect of this Schedule and only in the context of Evolution’s offering of the Casino Games.
- 1.2 In this Schedule and for the purpose of the supplements to the Agreement made by this Schedule, the following capitalised terms shall have the following meaning:

|                                  |                                                                                                                                                                                                                                             |
|----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>“Blacklisted Territories”</b> | means all those jurisdictions set out in Annex 4 to this Schedule where the NetEnt Branded Games and Red Tiger Branded Games (and mobile versions thereof) must not under any circumstances whatsoever be offered by the Operator to Users; |
| <b>“Casino Games”</b>            | means, collectively, the Red Tiger Games and NetEnt Games for remote based gaming licensed under this Schedule as agreed by the Parties from time to time;                                                                                  |
| <b>“Casino Commission”</b>       | means a commission payable by the Operator on a Monthly basis calculated as a percentage of Gross Gaming Revenues as set out further in Clause 3.1, in consideration for the provision of the Casino Games;                                 |

|                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|--------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>“Documentation”</b>               | means the documentation, technical specifications, and user manuals relating to the use of the Casino Games delivered to the Operator in either printed or electronic form;                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>“Evolution”</b>                   | means and includes all Evolution Group Company/ies;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>“Excluded Territory/ies”</b>      | means any territory to which the supply of Casino Games is specifically prohibited as further specified in Appendix B or such other territories or jurisdictions as Evolution may notify by email to the Operator from time to time;                                                                                                                                                                                                                                                                                                                        |
| <b>“Evolution Group Company/ies”</b> | means all entities which directly or indirectly Control, are Controlled by, or are under direct or indirect common Control with, Evolution, from time-to-time including (but not limited to) NetEnt, NPSL and Red Tiger;                                                                                                                                                                                                                                                                                                                                    |
| <b>“Game Group”</b>                  | means each category of Red Tiger Games and NetEnt Games licensed by Evolution to the Operator pursuant to this Schedule, which categories consist of:<br>(i) NetEnt Core Games;<br>(ii) NetEnt Branded Games;<br>(iii) Red Tiger Slot Games;<br>(iv) Red Tiger Table Games;<br>(v) Red Tiger Premium Games;<br><br>any further or additional game category as Evolution may determine from time to time by notice in writing to the Operator. Each such category will also be referred to individually as a Game Group and collectively as the Game Groups. |
| <b>“Jackpot Changes”</b>             | means jackpot contributions during a particular Month less jackpot payouts excluding seed(s). Jackpot seeds are to be carried by the Operator unless otherwise agreed for specific games, e.g. those with pooled jackpots (when applicable);                                                                                                                                                                                                                                                                                                                |
| <b>“Material Breach”</b>             | means a breach considered capable of remedy if the defaulting Party can comply with the provision in question in all respects including the stipulated time of performance;                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>“NetEnt”</b>                      | means NetEnt International Limited (company registration number 017601V) having its registered office at PO Box Clinch’s House, Lord Street, Douglas, IM99 1RZ, Isle of Man, a provider of digital gaming solutions for the remote gaming industry or an Evolution Group company;                                                                                                                                                                                                                                                                           |
| <b>“NPSL”</b>                        | means NetEnt Product Services Limited (company registration number C38803) having its registered office at Level One, Spinola                                                                                                                                                                                                                                                                                                                                                                                                                               |

Park, Mikiel Ang Borg Street, St. Julian's, SPK1000, Malta, that under various brand agreements (hereinafter the “**Branded Agreements**”) entered into with the Intellectual Property Owners (as defined in Schedule 1 hereof) has obtained the rights to, *inter alia*, use the Licensed Property to create, develop, distribute, market, advertise and promote the NetEnt Branded Games;

**“NetEnt Games”**

means the Casino Games for remote-based gaming developed and maintained by NetEnt which are licensed under this Schedule. NetEnt Games shall consist of:

i. **NetEnt Core Games** which means those Casino Games provided by NetEnt designated as such in the Back-Office Tools. Evolution may, from time to time, add/remove games upon notice in writing (email sufficing) to the Operator;

ii. **NetEnt Branded Games** means Casino Games that incorporate content licensed by NetEnt from a third party and which are being licensed to the Operator under the terms and conditions of Annex 1 of this Schedule or, otherwise, as determined by Evolution in its sole discretion. The current non-exhaustive list of NetEnt Branded Games consists of consists of the Universal Monsters Games and those games set out in Annex 2 of this Schedule which list may be modified/updated from time to time by execution of the work order, an example of which is attached in Appendix 1 herein.

**“Non-Live Services”**

**Casino**

means the provision by Evolution of the Casino Games under this Schedule and of the RNG Games under Schedule 5 of the Agreement that are determined by an electronic random number generator system;

**“Red Tiger”**

means Evolution Red Tiger International (IOM) Limited, a company registered in the Isle of Man with company registration number 132871C having its registered office at PO Box Clinch's House, Lord Street, Douglas, IM99 1RZ, Isle of Man, a provider of digital gaming solutions for the remote gaming industry or an Evolution Group company;

**“Red Tiger Games”**

means the casino games for remote-based gaming developed and maintained by Red Tiger which are licensed under this Schedule. Red Tiger Games shall consist of:

i. **Red Tiger Slot Games** which means those Casino Games provided by Red Tiger designated as such in the Back-Office Tools. Evolution

may, from time to time, add/remove games upon notice in writing (email sufficing) to the Operator;

ii. **Red Tiger Table Games** which means those Casino Games provided by Red Tiger that are based on traditional casino games such as baccarat, blackjack and roulette that are determined by an electronic random number generator system and designated as such in the Back-Office Tools. Evolution may, from time to time, add/remove games upon notice in writing (email sufficing) to the Operator;

iii. **Red Tiger Premium Games** which means the Casino Games named Gonzo's Quest Megaways and Piggy Riches Megaways. Evolution may, from time to time, add/remove games upon notice in writing (email sufficing) to the Operator

**"Universal"** means Universal Studios Licensing LLP and any Related Parties; and

**"Universal Monsters Games"** means a casino game(s) based on any of the Universal Studios Monsters consisting of Frankenstein, the Bride of Frankenstein, Dracula, The Mummy, The Wolf Man, Creature from the Black Lagoon, The Invisible Man, and The Phantom's Curse, and/or icons, logos and/or other artwork inspired and or owned by Universal. The Operator understands and accepts that Evolution may, by giving notice to the Operator (email sufficing), add additional Universal Monsters Games to Annex 3 to Schedule 8 and that such additional Universal Monsters Games shall be subject to the Agreement and to this Annex 3 to Schedule 8 as if the additional Universal Monsters Games had been set out in Schedule 7 on the Effective Date (for the avoidance of doubt, it is noted that the Operator shall have no obligation to offer such additional Universal Monsters Games to Users, but if the Operator chooses to offer such additional Universal Monsters Games it will be done subject to the Agreement and to this Annex 3 to Schedule 8).

- 1.3 For the purpose of the supplements to the Agreement contemplated by this Schedule, the definitions of "Operator Services", "Net Gaming Revenues", "Gross Gaming Revenues", and "Territory" in the Agreement shall be replaced and substituted *in toto* with the following new definitions:

**"Operator Services"** means the offer of the Games and of the Live Casino Broadcast and Non-Live Casino Services Broadcast streamed via the Operator Website(s) and, if applicable, via any White Label Website(s) in the Territory to the Operator to offer to Users;

**“Gross Gaming Revenues” or “GGR”** means Gross Gaming Revenues as defined in the Agreement less (to the extent applicable) Jackpot Changes;

## 2. SUPPLEMENTS

- 2.1 The Parties agree to add the Casino Games in addition to the Live Casino Services offering provided under the Agreement from such date in which Evolution releases each Casino Game in the Territory and according to the specifications determined by Government Agencies and/or Applicable Laws. For the avoidance of doubt, Evolution shall not be obliged to provide a Casino Game to the Operator if such Casino Game has not been approved for distribution in the Territory by a Government Agency. To this end, for each and every market in which the Operator intends to offer any Casino Games to the Operator, the Operator undertakes and agrees to notify Evolution of its intention in advance and in writing specifying the jurisdiction/s and providing Evolution with such additional information as Evolution may reasonably request. The Operator shall only offer the Casino Games to the Operator once approval in writing is received from Evolution, which approval shall not be unreasonable withheld, delayed or denied.
- 2.2 The Parties agree to:
- 2.2.1 integrate the Casino Games (and for the avoidance of doubt all updates and upgrades thereto) with the Operator Services;
  - 2.2.2 make the Casino Games and Documentation (and, for the avoidance of doubt, all upgrades and updates thereto) available to the Operator in accordance with the purposes of the Agreement;
  - 2.2.3 grant to the Operator the right to offer the Casino Games (and, for the avoidance of doubt, all upgrades and updates thereto) to Users in accordance with the purposes of the Agreement subject to (a) the terms of the Agreement as supplemented by this Schedule, and (b) in the case of the NetEnt Branded Games and the Red Tiger Branded Games, the Operator’s express, strict and unconditional adherence to the terms and provisions of **Schedules 1 and 7** hereto respectively, within the meaning of the definition of Territory (as modified and amended by this Schedule) under any brands and by any and all platforms, technologies, means and methods determined by them from time-to-time by mutual agreement and use the Documentation;
  - 2.2.4 advertise and promote the Casino Games in any form of media whatsoever, both online and offline, strictly in accordance with the provisions of this Schedule and its annexes; and
  - 2.2.5 use the accompanying Intellectual Property Rights for and in connection with the marketing, promotion, offer and all other forms of commercial exploitation of the Casino Games that is acceptable to Evolution and that is strictly in accordance with the provisions of this Schedule.

2.3 Evolution shall ensure that all Casino Games are, on the date upon which they are delivered to the Operator and throughout the Term, fully compliant with all Applicable Laws.

2.4 The Parties acknowledge and agree that:

2.4.1 the Intellectual Property Owners are the sole and exclusive owners of all Intellectual Property Rights, title and interest in the NetEnt Branded Games and the Red Tiger Branded Games, and the accompanying trademarks at all times during and subsequent to the Term; and

2.4.2 NetEnt and/or Red Tiger are the sole and exclusive owners of all Intellectual Property Rights, title and interest in the NetEnt Games and Red Tiger Games, respectively.

Nothing in the Agreement (including in this Schedule) shall create for, or confer upon, the Operator any ownership rights, title, leasehold, right of usage or other interest of any nature whatsoever in or to such Casino Games and services.

2.5 Evolution undertakes in respect of the Casino Games the following:

2.5.1 the Casino Games will not contain, nor be a derivative work of, any software (a) known as “free”, “libre” or “open source” software, or (b) licensed under a licence approved by the free software foundation, the open source initiative or the creative commons corporation, or any licence requiring disclosure of the source code of any work containing, derived from, interfacing with and/or linked to such software or limiting the right to charge for such work or requiring such work to be made available on the same or similar licence terms;

2.5.2 the Casino Games, and each bug fix, update and upgrade, and any media upon which each are delivered shall be free of all material defects in design and workmanship, free of any malicious code and shall in all material aspects operate in conformance with the Documentation, all Applicable Laws and all the applicable terms and conditions of this Schedule;

2.5.3 prior to the integration of each Casino Game (and each bug fix, update or upgrade), the relevant delivery item shall have been tested by Evolution with the latest commercially available detection software for viruses consistent with best industry practice, and that such tests have shown that the relevant Casino Games (and each bug fix, update or upgrade) are free from any malicious code; and

2.5.4 the Casino Games and Documentation for each of the Casino Games is the only software and documentation required for the operation of those Casino Games by Users.

2.6 Evolution may cancel the provision of a Casino Game (or all of them) at any time during the term of this Schedule by providing the Operator with a written notice (email sufficing).

2.7 The Operator shall be responsible for all regulatory costs, fees and/or taxes payable to Government Agencies for providing the Casino Games in the Territory and any other charges which may be imposed by Government Agencies on the Operator in the jurisdictions falling

within the definition of Territory in which the Operator provides the Casino Games from time-to-time.

### 3. FINANCIAL TERMS

- 3.1 In consideration for the provision by Evolution of the Casino Games, the Operator shall, as a stand-alone fee, pay Evolution on a Monthly basis a Casino Games Commission as follows:
  - 3.1.1 in relation to the **NetEnt Core Games**, the Casino Games Commission shall be **nine per cent (9%) of all NGR** generated through the Operator Services from the NetEnt Core Games;
  - 3.1.2 in relation only to the **NetEnt Branded Games** (including the Universal Monsters Games), the Casino Games Commission shall be **eleven per cent (11%) of all GGR** generated through the Operator Services from NetEnt Branded Games; and
  - 3.1.3 in relation to the **Red Tiger Slot Games**, the Casino Games Commission shall be **eight per cent (8%) of all NGR** generated through the Operator Services from the Red Tiger Slot Games;
  - 3.1.4 in relation to the **Red Tiger Table Games**, the Casino Games Commission shall be **three per cent (3%) of all NGR** generated through the Operator Services from Red Tiger Table Games; and
  - 3.1.5 in relation to the **Red Tiger Premium Games**, the Casino Games Commission shall be **nine per cent (9%) of all GGR** generated through the Operator Services from Red Tiger Premium Games.
- 3.2 In the event that the aggregate monthly Casino Games Commission for NetEnt Games is less than **twelve thousand Euro (€12,000)** (the “**NetEnt Minimum Fee**”), the Operator shall pay Evolution (or an Evolution Group Company) the NetEnt Minimum Fee.
- 3.3 In the event that the aggregate monthly Casino Games Commission for Red Tiger Games is less than **ten thousand Euro (€10,000)** (the “**Red Tiger Minimum Fee**”), the Operator shall pay Evolution (or an Evolution Group Company) the Red Tiger Minimum Fee.
- 3.4 There shall be no carryover of negative Gross Gaming Revenues, as the case may be: accordingly, for greater clarity, and by way of illustrative example, in the event that Gross Gaming Revenues are negative in a Month, they will be treated as “€0 Gross Gaming Revenue” for the purposes of calculating the Casino Games Commission.
- 3.5 The Casino Games Commission of each Game Group will be considered separately. Accordingly, there shall be no setting off of negative Gross Gaming Revenues between any Game Group whether they are part of the same category of games or otherwise.
- 3.6 The setting off of Casino Games Commission generated from one NetEnt Branded Game against the Casino Games Commission generated from another NetEnt Branded Game in any Month, is not allowed.

- 3.7 The Casino Games Commission will be invoiced by an Evolution Group Company in EUR (€) on the basis of data imported from Evolution's back office with currency conversion rates as applied by Evolution's back-office systems from time to time. For the avoidance of doubt, separate monthly invoices may be issued by several Evolution Group Companies.
- 3.8 Evolution shall be solely responsible and solely competent for determining all Gross Gaming Revenue and all jackpot contributions, levels and fall-outs, which results shall be conclusively determined on the basis of data generated by the Non-Live Casino Platform, except for such results which are to be submitted by the Operator. Evolution shall not be responsible for any incorrect data or results submitted by the Operator.

#### 4. PROVISION OF THE CASINO GAMES

- 4.1 Save as otherwise expressly provided hereunder, the Casino Games will be offered to the Operator under the same terms and conditions of the Agreement *mutatis mutandis* as supplemented and modified by this Schedule.
- 4.2 The service levels set out in Schedule 1 of the Agreement shall apply *mutatis mutandis* to the provision by Evolution of the Casino Games.
- 4.3 The Operator agrees that the provision of the Casino Games may be subject to different integrations per Operator Website as per the following table:

| Operator Website(s) | Casino Game Provider | Integration Type                           |
|---------------------|----------------------|--------------------------------------------|
| www.wildsultan.com  | NetEnt               | Integration as per the NetEnt Agreement    |
| www.wildsultan.com  | Red Tiger            | Integration as per the Red Tiger Agreement |
| www.winoui.com      | NetEnt               | OSS as per this Agreement                  |
| www.winoui.com      | Red Tiger            | OSS as per this Agreement                  |
| www.madnix.com      | NetEnt               | OSS as per this Agreement                  |
| www.madnix.com      | Red Tiger            | OSS as per this Agreement                  |

#### 5. MARKETING COMMITMENTS

- 5.1 The Operator undertakes and represents that they shall take no less than one (1) promotion each month, dedicated exclusively to the Casino Games. The promotion shall have the subject 'Pick of the Month'. Provided that, such monthly promotion shall be approved by an Evolution Group Company within one (1) week from their launch.
- 5.2 The Operator undertakes and represents that it shall actively participate in the network promotions on a monthly basis wherever technically and commercially viable. Provided that, the Operator shall offer all the network promotions on all its Operator's Website(s).
- 5.3 The Operator undertakes and represent that it shall launch on the launch day every new

Casino Game.

- 5.4 The Operator shall work closely together with their dedicated Account Manager in order to relaunch, low indexing Casino Games. Provided that, this shall be done over a period to be agreed between the Parties. The Operator undertakes and represents that it shall work closely with their Account Manager and create bespoke promotions for their operators. For the avoidance of any possible doubts, the Parties agree that any new operator with the Operator's Group shall be subject to satisfactory review and due diligence in the absolute and sole discretion of an Evolution Group Company.

#### **6. RTP (RETURN-TO-PLAYER)**

Each Casino Game shall be tested and its RTP shall be previously determined. Evolution will have the right to determine the payout tables and the RTP of the Casino Games and such determination will be undertaken in accordance with the requirement of any regulatory certification where applicable (for example, where the RTP of progressive jackpot Casino Games has been set within any such game certification).

## APPENDIX A – NETENT AND RED TIGER BRANDED GAMES

### 1. DEFINITIONS

In this Appendix A to Schedule 8 the following terms shall have the meaning stated below:

|                                       |                                                                                                                                                                                                                                                                                                                 |
|---------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>“Branded Games”</b>                | means casino games that incorporate content licensed by NetEnt and/or Red Tiger from a third party. Further Branded Games may be added by Evolution from time to time by execution of a work order and example of which is attached to Annex 2 to Appendix A of Schedule 8;                                     |
| <b>“Character”</b>                    | means the title and logo (including, without limitation, the design, appearance, representation, icon, costume, make-up, style, accessories, traits, and image) created, owned or controlled by TKM Enterprises, LLC/Big Cat Rescue Corp/Fashion TV Gaming Group N.V.;                                          |
| <b>“Intellectual Property Owners”</b> | means the third-party entities who are not part of Evolution’s Group who own the third-party intellectual property used by NPSL in the creation of the Branded Games including (but not limited to) TKM Enterprises, LLC/Big Cat Rescue Corp/ Fashion TV Gaming Group N.V.;                                     |
| <b>“Licensed Property”</b>            | means any and all intellectual property licensed by Evolution (through NPSL) from the Intellectual Property Owners appearing in the Branded Games including but not limited to names, images, likenesses, trademarks, icons, logos, music, artwork, copyright, copyrightable works, patents and design patents; |
| <b>“Marks”</b>                        | means the trademarks, logos and trade names to be used under this Schedule 1, including both physical and electronic versions; and                                                                                                                                                                              |
| <b>“Territory”</b>                    | has the meaning given to it in the Agreement. Provided, however, that the Blacklisted Territories will apply to each Branded Game as applicable (as may be updated by Evolution, from time to time in writing, email sufficing).                                                                                |

### 2. TERMS

- 2.1 Any and all other rights in and to the Licensed Property which are not expressly granted to the Operator hereunder are expressly reserved to the Intellectual Property Owners, and/or their designees without limitation, including any Intellectual Property Rights.
- 2.2 In the event that one or more of the Intellectual Property Owners requests in writing that Evolution ceases the supply of one or more of the Branded Game(s) to the Operator then the licence in relation to the applicable Branded Game shall cease immediately on the provision of written notice from Evolution to the Operator (email being sufficient).
- 2.3 Operator acknowledges and agrees that there is valuable goodwill associated with the Licensed Property. Operator further acknowledges and agrees that the Licensed Property (including all

rights therein and goodwill associated therewith) shall be and remain insofar as Operator is concerned the exclusive sole and complete property of the Intellectual Property Owners, and their designees. Operator expressly disclaims any rights to the Intellectual Property in the Licensed Property. Operator shall not use nor authorize nor permit the use of the Licensed Property in any manner at any time nor at any place not specifically licensed herein. Operator acknowledges and agrees that its use of the Licensed Property or any Derivative works derived from the Licensed Property shall not create in Operator's favour any right, title or interest in the Licensed Property.

- 2.4 The Licenced Property for the Branded Game with the name *Joe Exotic/Baskin* includes:
  - 2.4.1 the trademarks, logos, designs and other intellectual property rights owned by Big Cat Rescue;
  - 2.4.2 name, likeness and publicity rights of Carole Baskin;
  - 2.4.3 name, likeness and publicity rights of Howard Baskin;
  - 2.4.4 the name "JOE EXOTIC";
  - 2.4.5 name/likeness/publicity rights to Joseph Maldonado-Passage;
  - 2.4.6 name/likeness/publicity rights to Erik Cowie;
  - 2.4.7 name/likeness/publicity rights to Allen Glover;
  - 2.4.8 name/likeness/publicity rights to Jeff Lowe;
  - 2.4.9 name/likeness/publicity rights to James Garretson; and
  - 2.4.10 name/likeness/publicity rights to Kelci Saffery.
- 2.5 The Licenced Property for the Branded Game with the name *Trillionaire* shall include all names, characters, symbols, design, likenesses and visual representations of the characters and all elements thereof and associated therewith including with limitation all, names, person, characters, plots, stories, storylines, themes, titles, trademarks, service marks, copyrights, logos, designs, symbols, game code, sound, music texts, video footage, ideas and other elements and intellectual properties comprising or associated with characters relating to the "Trillionaire Song" as song by Ania J Ivanix and as featured on the Fashion TV Gaming Group N.V., website(s).
- 2.6 At Evolution's request, Operator shall execute assignments in favour of the Intellectual Property Owners or their designees as applicable of any and all copyrights, trademarks or other Intellectual Property Rights of whatever kind relating to the Licensed Property and any Derivative works and/or adaptations thereof without further consideration and shall also assign any and all rights which Operator may have acquired through its use of the Licensed Property in connection with this Appendix A to Schedule 8 .
- 2.7 Branding, advertising and promotions in respect of the Branded Games may only be based on marketing materials provided by the applicable Evolution Group Company. Operator may not change or alter any marketing materials provided by the applicable Evolution Group Company without Evolution's prior consent. The marketing guidelines for each and every Branded Games will be provided to the Operator online as will be indicated at a later stage upon request and the Operator shall, at all times, abide by the marketing guidelines issued by Evolution and/or an Evolution Group Company. Other than as specified in this Appendix A to Schedule 8, neither Operator nor any other party shall have the right to incorporate or embody the Licensed Property into any other product or service. Operator shall not use markings, legends or notices on or in association with the Branded Games and any advertising and promotion other than as specified herein and/or as may from time to time be specified by Evolution.

2.8 Operator agrees, warrants, represents and undertakes that:

- 2.8.1 other than its distribution of the Branded Games, it shall not produce, manufacture, advertise or sell any products embodying the Licensed Property;
- 2.8.2 it will not at any time do or suffer to be done any act or thing, or fail to perform any act, otherwise than as expressly permitted or required pursuant to the terms of this Appendix A to Schedule 8, where that act or failure to act might negatively impair or affect the Licensed Property and/or Evolution's and/or Intellectual Property Owners' rights and interests in the Licensed Property;
- 2.8.3 it will not advertise, distribute or sell, and will not authorise the advertising or sale, of the Branded Games in any manner at any time or in any place or any jurisdiction otherwise than as expressly authorised by the Agreement and by this Appendix A to Schedule 8;
- 2.8.4 it will not alter, diminish or change position of any copyright or proprietary notice included in the Branded Games;
- 2.8.5 it shall not advertise the Branded Games in any manner or on any website or other advertising channel which would reasonably be offensive, blasphemous, obscene, defamatory or otherwise harmful or unlawful or which infringes the right of any third party;
- 2.8.6 it shall not, nor shall it authorize others to, solicit, advertise, distribute, offer, use or otherwise exploit the Branded Games to players in any geographic area outside the Territory. The Operator shall ensure that all its terms and conditions state expressly that the Branded Games may **not** be accessed from outside the Territory;
- 2.8.7 it shall ensure that on each and every Operator Website(s) offering any Branded Game industry standard measures are put in place to establish the age, address and place of residence of the Users wishing to play such Branded Game and that such safeguard will remain throughout the Term. Operator shall provide Evolution with such information as Evolution may reasonably request from time to time to evidence the same including without limitation providing access to any relevant premises and equipment (subject always to its compliance with regulatory requirements that would prevent Operator from doing so);
- 2.8.8 Operator's use of Marks associated with the Branded Games will be accompanied by the appropriate Trade Mark Notice and Copyright Notice; (b) Operator will not use any Marks associated with the Branded Games in any manner likely to prejudice their legal protection or validity; and (c) Operator's marks shall be kept entirely separate from a Intellectual Property Owner's Marks and shall not be used in any manner which could lead to confusion as to the ownership of the Intellectual Property Owner's Marks;
- 2.8.9 (a) if any Operator's use of any of the Licensed Property, or if any material bearing such Licensed Property, is deficient in quality, Operator will promptly remedy such deficiencies upon receipt of written notice of such deficiencies from Evolution; (b) nothing herein will grant to the Operator any right, title or interest in the Licensed Property or in the Marks associated with the Branded Games; and (c) that any goodwill resulting from Operator's use of the Marks associated with the Branded Games will inure solely to the relevant Intellectual Property Owner and Evolution may, at any time, request a confirmatory assignment of that goodwill and Operator shall execute and return such assignment within five (5) Business Days of such request;

- 2.8.10 it will not (a) make any translations, adaptations, variations or modifications of the Branded Games, (b) merger of all or part of the Branded Games into any other computer software or documentation; (c) create derivative works based upon all or part of the Branded Games; or (d) to the maximum extent permitted by law, disassemble, decompile, reverse engineer or decode of the Branded Games in any manner for any reason;
  - 2.8.11 it shall not do nor fail to do any act nor publish any statement or authorise the same which may bring Intellectual Property Owner or the Licensed Property into disrepute or which is in any way disparaging of or derogatory to the same; and
  - 2.8.12 it shall not state or imply that any Intellectual Property Owner or Character, or any actor performing in or person related to the Licensed Property, endorses the Operator, its products and/or services or all or any of the Branded Games.
- 2.9 Without prejudice to the generality of this Appendix A to Schedule 8, the Operator shall not at any time apply for registration of any copyright, trademark or other designation or file any document with any governmental authority or take any action which would affect the ownership of the Copyright, Trademark and Tiger King Name and Logo. Operator's obligations under this Appendix A to Schedule 8 shall in no event be diminished or deferred in the event that Operator shall be sued by a third party for copyright or trademark infringement or any other matter arising out of this Appendix A to Schedule 8 or the Agreement and, further, Operator agrees that it shall not assert the pendency of such claim as an offset against or to avoid any of its obligations under the terms of this Appendix A to Schedule 8 or of the Agreement.
- 2.10 Evolution may request (email sufficing) that the Operator cease to provide the Branded Games in any specific jurisdiction in the Territory.
- 2.11 Operator shall at all times fully indemnify and hold the Evolution Group Companies, their respective officers, directors and employees harmless from and against any and all claims, damages, liabilities, costs and expenses, including reasonable counsel fees, arising out of any claims brought against the Evolution Group Companies by the Intellectual Property Owners (or any of their Group companies) based on Operator's or its affiliates' distribution of the Branded Games (except as expressly permitted under this Appendix A to Schedule 8). For the avoidance of doubt, any limitation of liability agreed in the Agreement shall not apply to this clause.
- 2.12 Without prejudice to Clause 2.11, the Operator acknowledges that each of the Branded Agreements is subject to its own specific term for supply of the respective Branded Game as set forth the agreements between NPSL and the Intellectual Property Owners. Accordingly, the licence for each Branded Game will continue until such time as Evolution notifies the Operator in writing (email being sufficient) that the respective Branded Game will not continue to be supplied due to the expiration or termination of the underlying Brand Agreement.
- 2.13 Evolution may terminate this Appendix A to Schedule 8 (and the provision of the Branded Games under this Schedule 8) immediately upon written notice to Operator in the following events: (a) a breach by Operator of any of its representations and warranties in this Appendix A to Schedule 8; (b) any breach, violation or failure of Operator (including if arising pursuant to an action or omission of its affiliates) to perform any of its obligations under this Schedule 8, including, without limitation, offering the Branded Games outside the Territory (as defined in this Appendix A to Schedule 8), acceptance of monies from Users outside the Territory or any unauthorized

assignment of the rights granted herein; and (c) termination of the Branded Agreements for whatsoever reason.

- 2.14 This Appendix A to Schedule 8 shall terminate immediately in relation to one or all Branded Games upon written notice by Evolution to the Operator upon the occurrence of any one of more of the events identified in Clause 2.13. Such termination shall take place without prejudice to any additional rights pertaining to Evolution according to Applicable Laws.
- 2.15 In the event that this Appendix A to Schedule 8 expires or is terminated in relation to one of the Branded Games all terms and conditions of this Appendix A to Schedule 8 will continue to apply to the remaining Branded Games.
- 2.16 Upon expiration or earlier termination of this Appendix A to Schedule 8, as the case may be, for whatsoever reason, all rights granted to the Operator shall immediately cease and:
- 2.16.1 all outstanding sums payable to Evolution shall immediately become due and payable;
- 2.16.2 all rights in the Licensed Property shall forthwith revert to Evolution and to the Intellectual Property Owners; and
- 2.16.3 Operator shall promptly stop using the Branded Games and the Licensed Property.
- 2.17 Each Branded Game is subject to a Casino Games Commission Fee in accordance with the terms of this Appendix A to Schedule 8 relating to Branded Games and/or any further work order executed for the purposes of supply of a Branded Game.
- 2.18 Any fees due from Branded Games do not count towards the NetEnt Minimum Fee or the Red Tiger Minimum Fee.
- 2.19 All warranties and indemnification obligations of the Parties and all provisions which expressly or by implication are intended to apply after expiration or termination of this Appendix A to Schedule 8 shall continue to apply after termination.

*[Remainder of page left intentionally blank]*

**ANNEX 1 - SAMPLE WORK ORDER FOR SUPPLY OF NEW BRANDED GAMES**

**Date:**

**Evolution and Operator each referred to as a 'Party' and collectively as the 'Parties'**

The Parties have previously entered into an amendment and supplementary agreement for the provision of the Casino Games governing the non-exclusive license by Evolution of certain Casino Games to the Operator for use in the Operator's interactive gaming business (the 'Amendment') and further to the Schedule 8 for Branded Games entered into between the Parties, Evolution and the Operator agree that the following Casino Game(s) will be classed as (a) Branded Game(s) and will therefore be subject to the terms and conditions set forth in the Schedule 8 and the additional terms and conditions in the Schedule 8 for Branded Games.

The Parties therefore agree that, the following Branded Game(s) shall be added to Appendix 1 of Annex 1 of Schedule 8 and will be subject to the Casino Games Commission Fee as outlined below.

The Parties further agree that the below mentioned Blacklisted Territories also apply to each Branded Game(s) in addition to the Blacklisted Territories listed in the Agreement and will be added to Annex 4 of Schedule 8.

| Branded Game | Casino Games Commission Fee |
|--------------|-----------------------------|
|              | [%]                         |

**Branded Game Restricted Territories:**

## **ANNEX 2 - LIST OF BRANDED GAMES**

1. Guns n Roses - NetEnt Branded
2. Jimi Hendrix Video Slot - NetEnt Branded
3. Motorhead Video Slot- NetEnt Branded
4. Jumanji Video Slot- NetEnt Branded
5. Scudamore Super Stakes Video Slot- NetEnt Branded
6. Narcos Video Slot- NetEnt Branded
7. Vikings Video Slot- NetEnt Branded
8. Conan Video Slot- NetEnt Branded
9. Street Fighter Video Slot- NetEnt Branded

### ANNEX 3 - BLACKLISTED TERRITORIES

In addition to the Excluded Territories in Annex 2, the Operator must **not** offer the following Branded Games and mobile versions of Branded Games:

- a. Jumanji Video Slot;
- b. NetEnt Rocks (consisting of Guns N' Roses, Jimi Hendrix, Motörhead and Ozzy Osbourne Video Slots);
- c. Vikings Video Slot<sup>^</sup>;
- d. Scudamore Super Stakes Video Slot;
- e. Narcos Video Slot<sup>1</sup>;
- f. Conan Video Slot;
- g. Street Fighter Video Slot<sup>2</sup>;
- h. Fashion TV Video Slot.

in the jurisdictions set out at Parts 1, 2, 3 and 4 (as applicable) of this Appendix as set out below:

#### Part 1

The list in this Part 1 shall apply to the **Narcos Video Slot** (including mobile versions of such Branded Game). The Operator must **not** offer the **Narcos Video Slot** (including mobile versions of the Narcos Video Slot) in the additional jurisdictions set out below, even if a local licence is held: **Indonesia and South Korea.**

#### Part 2

The list in this Part 2 shall apply to the **Street Fighter Video Slot** (including mobile versions of such Branded Game). The Operator must **not** offer the **Street Fighter Video Slot** (including mobile versions of the Street Fighter Video Slot) in the additional jurisdictions set out below, even if a local licence is held: **Anguilla; Antigua & Barbuda; Argentina; Aruba; Barbados; Bahamas; Belize; Bermuda; Bolivia; Bonaire; Brazil; BVI; Canada; Cayman Islands; China; Chile; Clipperton Island; Colombia; Costa Rica; Cuba; Curacao; Dominica; Dominican Republic; El Salvador; Greenland; Grenada; Guadeloupe; Guatemala; Guyana; Haiti; Honduras; Jamaica; Japan; Martinique; Mexico; Montserrat; Navassa Island; Paraguay; Peru; Puerto Rico; Saba; Saint Barthelemy; Saint Kitts and Nevis; Saint Lucia; Saint Martin; Saint Pierre and Miquelon; Saint Vincent and the Grenadines; Saint Eustatius; Saint Maarten; Suriname; Turks and Caicos Islands; USA, Uruguay; US Virgin Islands and Venezuela.**

#### Part 3

The list in this Part 3 shall apply to the **Fashion TV Video Slot** (including mobile versions of such Branded Game). The Operator must **not** offer the **Fashion TV Video Slot** (including mobile versions

---

<sup>1</sup> Cannot be distributed in Indonesia and South Korea.

<sup>2</sup> Cannot be distributed in China and Japan.

<sup>^</sup> Cannot be distributed in Azerbaijan; Cambodia; Canada; China; France; India; Indonesia; Laos; Malaysia; Myanmar; Papua New Guinea; Qatar; Russia; South Korea; Thailand; Turkey; Ukraine; USA (excluding the States of New Jersey and Pennsylvania subject to such Territory being expressly permitted pursuant to the Agreement).

of the Fashion TV Video Slot) in the additional jurisdictions set out below, even if a local licence is held: **Cuba; Jordan; Turkey and Saudi Arabia**

Part 4

The list in this Part 4 shall apply to the **Vikings Video Slot** (including mobile versions of such Branded Game). The Operator must not offer the **Vikings Video Slot** (including mobile versions of the Vikings Video Slot) in the additional jurisdictions set out below, even if a local licence is held: **Azerbaijan; Cambodia; Canada; China; France; India; Indonesia; Laos; Malaysia; Myanmar; Papua New Guinea; Qatar; Russia; South Korea; Thailand; Turkey; Ukraine; USA (excluding the States of New Jersey and Pennsylvania subject to such Territory being expressly permitted pursuant to the Agreement)**

## APPENDIX B - EXCLUDED TERRITORIES

Jurisdictions where the Operator must **not** allow participation in the Casino Games under any circumstances: **Afghanistan; Albania; Algeria; Angola; Australia; Bahamas; Botswana; Ecuador; Ethiopia; Ghana; Guyana; Hong Kong; Iran; Iraq; Israel; Kuwait; Namibia; Nicaragua; North Korea; Pakistan; Panama; Philippines; Singapore; Sudan; Syria; Taiwan; Trinidad and Tobago; Tunisia; Uganda; Yemen and Zimbabwe.**

---

*[Remainder of page left intentionally blank]*

## APPENDIX C - UNIVERSAL MONSTERS GAME(S)

### 3. DEFINITIONS

In this Annex 3 to Schedule 8, the following terms shall have the meaning stated below:

|                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|---------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>“Character”</b>              | shall mean the title and logo (including, without limitation, the design, appearance, representation, icon, costume, make-up, style, accessories, traits, mannerisms and image) created, owned or controlled by Universal;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>“Copyright”</b>              | shall mean the copyrights and design patents, and any renewals or extensions thereof, in and to the Universal Monsters Game(s) and all Derivative works thereof in any medium now known or hereafter devised including, without limitation, motion pictures and other audio-visual works; electronic, interactive multimedia and on-line works; literary, musical, dramatic, pictorial, graphic, architectural and sculptural works; industrial designs; sound recordings; and any and all ancillary or subsidiary works based thereon;                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>“Derivative work”</b>        | means (a) for copyrightable or copyrighted material: a work that is based upon one or more pre-existing works, such as a revision, modification, translation, abridgment, condensation, expansion, collection, compilation or any other form in which such a pre-existing work may be recast, transformed or adapted, and that, if prepared without authorization by the owner of the pre-existing work, would constitute copyright infringement; (b) for patentable or patented material: any adaptation, addition, improvement, or combination based on a pre-existing work; and (c) for material subject to trade secret or protection or confidentiality obligations: any new material, information, or data relating to and derived from such existing trade secret material or Confidential Information, including new material which may be protected by copyright, patent, trade secret or other proprietary rights; |
| <b>“Excluded Jurisdictions”</b> | shall mean jurisdictions where the distribution, promotion, advertising, marketing, sale, licence or play of games such as the Universal Monsters Game(s) is expressly prohibited by Applicable Laws;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>“Licensed Article(s)”</b>    | consists of those articles which display, embody or make use of the Licensed Property and all collateral materials, including, without limitation, labeling, manuals and loading screens ( <b>“Collateral Materials”</b> ), produced by or for the Operator, subject to Universal’s approval and any restrictions herein, for distribution and sale by the Operator in the Territory during the Term;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>“Licensed Property”</b>      | shall mean any and all icons, logos and artwork appearing in the Universal Monsters Game (s), including phrases from applicable films to which Universal Monsters Game(s) relates, character names and the likeness of Boris Karloff as Frankenstein. The Licensed Property shall not include the                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

|                              |                                                                                                                                                                                                                                                                                                                                                                                                    |
|------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>“Territory”</b>           | right to use the names and/or logos of Universal its parent and/or any of its or their subsidiaries, affiliates or licensors in any manner or medium;                                                                                                                                                                                                                                              |
|                              | in respect only of the Universal Monsters Game(s) the definition of Territory in the Agreement is replaced by the geographical locations described in Clause 2.3 below where the Operator has the right to distribute and offer the Universal Monsters Game(s) and to promote and advertise the same;                                                                                              |
| <b>“Trademark/s”</b>         | shall mean the words, names, titles, symbols, logos, designs, phrases, trademarks, service marks, collective marks, certification marks, trade names and trade dress associated with the Universal Monsters Game(s) and/or any component thereof, and any combination of the foregoing, now, heretofore or hereafter in use, whether registered, pending registration or subsisting at common law; |
| <b>“Universal Character”</b> | means any title logo (including without limitation the design, appearance, representation, icon, costume, make-up, style, accessories, traits, mannerism and image) created, owned or controlled by any Universal Entity;                                                                                                                                                                          |
| <b>“Universal Entity”</b>    | shall mean Universal, its parent and/or any of its or their subsidiaries, affiliates or licensors; and                                                                                                                                                                                                                                                                                             |
| <b>“Universal Property”</b>  | shall mean individually and collectively, those certain theatrical motion pictures, television programs, books and/or Characters owned by Universal.                                                                                                                                                                                                                                               |

#### 4. TERMS

##### 4.1 Operator agrees, warrants, represents and undertakes that:

- 4.1.1 it shall take reasonable steps to protect the Copyright, Trademark and similar rights in the Universal Monsters Game(s) in the Territory including, without limitation, if necessary, joining Evolution and/or Universal to pursue infringers of those rights at Evolution’s or Universal’s expense;
- 4.1.2 neither the Licensed Property nor the Universal Monsters Game(s) shall appear or be used, reproduced or otherwise exploited in any medium, whether now known or hereafter devised, in conjunction with any other property or materials, including, without limitation, any name, character, symbol, logo, design, likeness or literary or artistic material owned or controlled by Universal, Evolution or any third party, without Evolution’s prior written approval;
- 4.1.3 it shall not at any time apply for registration of any copyright, trademark or other designation or file any document with any governmental authority or take any action which would affect the ownership of the Copyright, Trademark and Universal Name and Logo. Operator’s obligations under this Annex 3 to Schedule 8 shall in no event be diminished or deferred in the event that Operator shall be sued by a third party for copyright or trademark infringement or any other matter arising out of this Annex 3 to Schedule 8 or the Agreement and, further, Operator agrees that it shall not assert the pendency of such claim as an offset against or to avoid any of its obligations under the terms of Annex 3 to Schedule 8 or of the Agreement;

- 4.1.4 it is strictly forbidden from altering, diminishing or changing the position of any copyright notice included in the Universal Monsters Game(s). The licence granted for use of the Universal Monsters Game(s) is expressly subject to and conditional upon the full and complete compliance by the Operator with the provisions of this paragraph and with the provisions of the Berne Copyright Convention;
- 4.1.5 when and if a Trademark is used on or in connection with the Universal Monsters Game(s) and/or for advertising and promotion, the Operator shall (a) abide by the trademark laws and what are considered to be sound practices in regard to trademark notice provisions in the Territory, (b) properly use the "TM" or "®" designation and other trademark notice and information, as instructed by Evolution and (c) not use the Trademark as the generic name of the Universal Monsters Game(s);
- 4.1.6 since it recognises the great value of the publicity and goodwill associated with the Trademark, Copyright, Universal Name and Logo, Licensed Property and other Universal Property, and acknowledges that they have acquired secondary meaning in the minds of the public and agreeing that the Trademark, Copyright, Universal Name and Logo, Licensed Property, and other Universal Property and all rights and goodwill in them belong exclusively to Universal its parent and/or any of its or their subsidiaries, affiliates or licensors, Operator assigns and transfers to Universal all goodwill created by the Operator's use of the Trademark, Copyright, Universal Name and Logo, Licensed Property and Universal Monsters Game(s). Operator shall not, either during or after the Term, assert any claim to such goodwill or take any action that could be detrimental to such goodwill;
- 4.1.7 it shall immediately notify Evolution in writing of any actual, alleged or suspected harm which may come to Operator's attention. Should legal action against any third party in connection with such harm be deemed necessary by Evolution and/or by Universal, then it shall have the right: (a) to demand that Operator undertake such legal proceedings at Evolution's or Universal's expense; and/or (b) in its sole discretion and at its expense, to commence such actions or to join any actions previously commenced by any other person or entity. With respect to all claims and suits for harm in which Operator or Evolution and/or Universal is a party, each shall have the right to employ counsel of its own choice and Evolution, Universal or its designee shall have the right to control the litigation and any settlement thereof, it being understood that in no event shall any such settlement include an admission of guilt on the part of the Operator: if Evolution and/or Universal elects to control such proceedings, it shall be entitled to receive and retain all amounts awarded as damages, profits or otherwise in connection with such suit. If, however, the Operator controls the litigation, all recoveries shall be applied first to reimburse all costs and expenses incurred in such action, including, without limitation, reasonable attorney's fees, and the balance shall be divided equally between Evolution and the Operator;
- 4.1.8 branding, advertising and promotions in respect of the Universal Monsters Game(s) may only be based on marketing material provided by Evolution that has been approved by Universal. Operator may not change or alter such marketing material. Marketing guidelines for the Universal Monsters Game(s) will be provided to the Operator from time to time;

- 4.1.9 it shall not without Evolution's prior written approval use any markings, legends or notices on or in association with the Universal Monsters Game(s) and any advertising and promotion other than as specified herein and as may, from time to time, be specified by Evolution;
- 4.1.10 it shall not state or imply that any Universal Entity or Character, or any actor performing in or person related to the Universal Property or Licensed Property, endorses the Operator, its products and/or services or the Universal Monsters Game(s);
- 4.1.11 it shall not make any form of public statement or announcement in relation to the subject matter of this Annex 3 to Schedule 8 without the prior written consent of Evolution;
- 4.1.12 it shall not misuse or take any action or conduct its operations in such manner as to bring public ridicule, contempt, censure, obloquy or disparagement upon itself, the Universal Monsters Game(s), Licensed Property, Universal Property, Universal Name and Logo and/or Universal its parent and/or any of its or their subsidiaries, affiliates or licensors;
- 4.1.13 it shall not contest the title to or any rights of Universal, its parent and/or any of its or their subsidiaries, affiliates or licensors in and to the Universal Property, Licensed Property, Universal Name and Logo or Licensed Article(s) or contest the validity of this Annex 3 to Schedule 8 including the Agreement;
- 4.1.14 it shall not accept monies from Users who are citizens or residents of any of the Excluded Jurisdictions. Where Operator becomes aware that it has received monies from such Users it shall forthwith return such monies and under no circumstances shall the Gross Gaming Revenue include monies received from such Users; and
- 4.1.15 it shall put in place adequate safeguards (e.g. geo-filters to prevent customers located in any Excluded Jurisdictions from playing Universal Monsters Game(s)) and shall upon request provide details of such safeguards to Evolution. In the event that the protections afforded by such arrangements are not adequate in Evolution's view (acting reasonably) and Operator is unable to cure such inadequacies to Evolution's reasonable satisfaction, then Evolution shall be entitled to terminate this Annex 3 to Schedule 8, in whole or in part with respect to Universal Monsters Game(s), immediately without sacrificing any fee paid or accrued; and
- 4.1.16 (a) the rules for Universal Monsters Game(s) will include a statement that the use or playing of the game is prohibited by persons who reside in any Excluded Territories; (b) Operator will distribute Universal Monsters Game(s) only within the scope of the license, rights and authorization under this Schedule including the Agreement; and (c) Operator will not use or distribute Universal Monsters Game(s) in violation of Applicable Laws.
- 4.2 Operator shall (i) notify Evolution immediately (and in any event no later than twenty four (24) hours) whenever any claim or investigation is commenced by, or the Operator receives any inquiry from, any law enforcement officials, regulators or other governmental authorities regarding the legality of Universal Monsters Game(s) in any jurisdiction(s) of the Territory and (ii) subsequently keep Evolution in copy on all and any correspondence or other documentation regarding such inquiry.
- 4.3 Notwithstanding the definition of Territory in the Agreement, the Territory for the Universal Monsters Game(s) shall not include any territories outside Andorra, Armenia, Belarus, Bosnia and Herzegovina, Brazil, Georgia, Iceland, Liechtenstein, Moldova, Monaco, Montenegro, Norway, Russia, San Marino, Serbia, Switzerland, Croatia, Macedonia, Austria, Belgium,

Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Peru, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, and United Kingdom.

- 4.4 The Operator expressly acknowledges that the United States of America (USA), its military bases, territories and possessions are specifically excluded from the Territory (as defined in Clause 2.3 above).
- 4.5 The Operator shall not, nor shall it authorize others to, solicit, advertise, distribute, offer, use or otherwise exploit Universal Monsters Game(s) to the Operator and/or Users in any geographic area outside the Territory (as defined in Clause 2.3 above). This limitation applies to both play for real money and for fun regardless of distribution channel.
- 4.6 Operator shall defend, indemnify and forever hold harmless Evolution and Universal, and each of their respective Related Parties from and against any and all claims, liabilities, penalties, losses, costs, damages, demands, actions, causes of action, suits, proceedings, judgments and expenses, including, without limitation, amounts paid in settlement, attorney fees, court costs and other legal expenses arising out of, connected with, and/or caused by: (a) any breach of any of the terms of this Schedule; (b) any act or omission, contrary to the terms of this Schedule, including the use or misuse of the Licensed Property, Universal Property, Universal materials, and/or Universal Name and Logo; and/or (c) Operator's unauthorised use or unlicensed use of third party materials and/or third party intellectual property rights in conjunction with the Licensed Article(s) and/or advertising and promotion outside that permitted under this Schedule.
- 4.7 Evolution and/or Universal, as applicable, will provide Operator with prompt written notice of any such claim or suits. To the extent that any claims, liabilities, penalties, losses, costs, damages, demands actions, causes of caution, suits, proceedings, judgments and expenses do not impact upon or relate to rights in the Universal Property, Operator shall have the option to undertake, conduct or control the litigation and/or settlement of any such claim or suit including, without limitation, the selection of counsel, provided that Operator shall not agree to any settlement prior to final judgment thereon without the prior written consent of Universal and/or Evolution as applicable. The provisions of this clause shall survive the expiry or earlier termination of this Schedule for whatsoever reason.
- 4.8 The licence provided in respect of Universal Monsters Game(s) under this Annex 3 to Schedule 8 expires automatically without notice upon expiration of the Agreement.
- 4.9 Evolution may terminate this Schedule 7 (and the provision of the Universal Monsters Game(s) under this Annex 3 to Schedule 8) immediately upon written notice to Operator in the following events: (a) a breach by the Operator of any of its representations and warranties in this Schedule 7; (b) any Material Breach, violation or failure of the Operator to perform any of Operator's covenants or obligations or to meet any conditions under this Annex 3 to Schedule 8 including, without limitation, any failure to pay any portion of any amounts specified therein on or before the date when due or to make any payments required of the Operator herein; (c) any actual or attempted assignment, sublicence or other transfer by the Operator of any or all of the rights granted to Operator herein otherwise than as permitted in the Agreement; (d) any actual or attempted delegation of any of the duties or obligations of the Operator without Evolution's prior written approval; (e) any actual or attempted use, authorization or permission granted by the Operator to use the Universal Property, Universal Name and Logo, Universal Monsters Game(s), or Licensed Property in any manner, medium or territory not specifically granted in the

Agreement as supplemented and amended over the years; (f) any event of bankruptcy or other form of insolvency as specified herein; (g) any merger, consolidation or other reorganization of or involving the Operator or any sale of an equity interest in the Operator as a result of which, in either instance, fifty percent (50%) or more of the equity interest in the Operator after the completion of such transaction, is owned by, controlled or held by any person or entity who prior to such transaction did not own, control or hold at least fifty percent (50%) of the equity interest in the Operator not approved by Evolution; and/or (h) any breach, violation of or failure by the Operator to perform any of its obligations under, or the termination prior to expiration of or any default under, any other agreement or document between Evolution and Operator.

## EXECUTION PAGE

This Agreement has been executed on this day in two (2) identical originals of which each Party has received one (1). If the signing date for each Party differs, then the later date will prevail as the execution day.

### EG OVERSEAS SERVICES B.V.

DocuSigned by:  
  
C4B5B423B0DE4DA  
Name: Jesper von Bahr  
Title: Director  
Date: 11/8/2021

### THE LUCK FACTORY B.V.

DocuSigned by:  
  
14DFA32A7F81443...  
Name: Gouloud Mercedes Hammoud  
Title: Director of The Luck Factory B.V.  
on behalf of Global Related Services B.V.  
Date: 11/2/2021