

DATE OF LICENSE AGREEMENT

SEPTEMBER, 2023

This Agreement is between

- (1) **Pariplay Limited (Isle of Man)**, a company incorporated under the laws of Isle of Man with registration number 125304C and address at Fort Anne, South Quay, Douglas, Isle of Man, IM1 5PD ("**Pariplay**"); and/or
- (2) **Sunflower Seed B.V.**, a company incorporated under the laws of Curacao, with Company Registration Number 157063 and registered office at Kaya Richard J. Beaujon z/n, Curacao ("**Company**")

PREAMBLE

WHEREAS Pariplay is in the business of, inter alia, providing software-based games that can be utilized for the purposes of an e-gaming offering; and

WHEREAS Company wishes to license Pariplay's Games, for the purpose of offering these Games to Players in the Territory.

Accordingly, Company wishes to engage Pariplay to receive a license to use the Games in accordance with the terms and conditions of this Agreement.

THEREFORE, IT IS AGREED THAT:

1 DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement, the following words and phrases shall (unless the context otherwise requires) have the meanings set out beside them:

"**Affiliate**" means any person or entity Controlled by, Controlling, or in common Control with any party hereto, as the case may be.

"**Applicable Legislation**" means all applicable legislation, regulations and any and all directives, requirements and/or guidelines of any applicable regulatory authority.

"**Associated Person**" means any employee, director, shareholder, agent, subcontractor, distributor, franchisee, corporation, partnership, joint venture, trust, unincorporated association or organisation, employed by, acting for or otherwise associated with or affiliated to a party hereto, as the case may be.

"**Business Day**" means a day which is not a Saturday or a Sunday, nor a bank or public holiday in Malta.

"**Commencement Date**" means the date of this Agreement.

"**Control**" means possessing, directly or indirectly, the power to direct, or cause the direction of, the management and policies of another person, whether through ownership of voting

securities or partnership interests, representation on its board of directors or similar governing body, by contract or otherwise.

"Games" means Third Party Games, made available by Pariplay to Company at its request, subject to Pariplay's receipt of any required approvals from Third Party Licensors or licenses for making such games available to Company (including, but not limited to, and to the extent required, the approval of the Regulators).

"Gaming License" shall mean, with respect to any Territory, all necessary applicable gaming approvals which permit the holder to operate, manage, administer and make available an online gaming service under Applicable Legislation in such Territory.

"Intellectual Property Rights" means pending or granted patents, trade marks, service marks, trade names, registered and unregistered designs, trade or business names, copyright (including, but not limited to, rights in software), and any applications for any of the aforesaid, database rights, design rights, know-how, trade secrets, rights in confidential information and any other intellectual property rights whatsoever irrespective of whether such intellectual property rights have been registered or not which may subsist in any part of the world.

"Large Win" means a win in any amount exceeding the amount of € 10,000 (Ten Thousand Euros) by any Player.

"Launch Date" means the date on which Games are made available to Players.

"Malfunction" means an error, malfunction, bug or other defect in software having an adverse effect on the operation, functionality or performance of the Games, resulting in erroneous payouts, but excluding any error, malfunction, bug or other defect caused by or arising as a result of: (i) any act or omission of the Company, its Operators or a Player; (ii) any use of the Games contrary to this Agreement, the documentation or the rules of the Games; (iii) any hardware or software not supplied by Pariplay; or (iv) any modification to the Games not carried out or authorized in writing and in advance by Pariplay.

"Operator" means any entity that holds Gaming Licenses in a territory, as the context may require.

"Pariplay Trademarks" means the trademarks, service marks, trade or business names, logos and registered and unregistered designs used by Pariplay in connection with the Games, which are to be licensed to the Company hereunder, and which may be amended from time to time by Pariplay in writing.

"Permitted Jurisdictions" means any permitted jurisdiction where Company may, regardless, legally provide the Games to Players as set forth in Clause 6.2.

"Player" means any person who completes the registration process enabling him/her to play the Games as offered by an Operator.

"Prohibited Jurisdictions" means those countries, states, provinces, territories or other geographic and/or governmental areas as informed by Pariplay from time to time or otherwise are deemed as prohibited in accordance with Clause 6.3.

"Regulators" means with respect to each party, the licensing authority and the regulators from which such party or the applicable Operator, as required by Applicable Legislation, has

received a Gaming License, in order to operate the Website and offer the Games to Players in the Territory.

“Restricted Jurisdictions” means the jurisdictions in which a competent authority requires a Gaming License and/or valid permit from either or both parties for doing business. For the sake of clarity, the list of Restricted Jurisdictions is indicated in Schedule 3 of this Agreement.

“SLA” means the Service Level Agreement included in Schedule 4.

“Term” means the period set out in Clause 2.2.

“Territory” means those Permitted Jurisdictions and all other jurisdictions where Company and/or the applicable Operator may provide the Games to Players under valid permits and/or that are not considered as Prohibited Jurisdictions, as expressly indicated in Schedule 3 to this Agreement.

“Third Party Games” shall mean games and content, which Pariplay may obtain under license from Third-Party Licensors from time to time, provided to the Company pursuant to commercial terms as shall be agreed upon by the parties.

“Third Party Licensors” shall mean licensors of Third Party Games provided by Pariplay to the Company.

“Website” means any website and/or mobile application through which Company shall provide Players with access to the Games, pursuant to Company’s Gaming License.

- 1.2 In this Agreement (except where the context otherwise requires):
 - (a) words denoting the singular include the plural and vice versa;
 - (b) words denoting any gender include all other genders;
 - (c) any reference to "persons" includes individuals, bodies corporate, companies, partnerships, unincorporated associations, firms, trusts and all other legal entities;
 - (d) any reference to a party is to a party to this Agreement.
- 1.3 Any reference to a statute, statutory provision or subordinate legislation shall be construed as referring to that statute, statutory provision or subordinate legislation as amended, modified, consolidated, re-enacted or replaced and in force from time to time, whether before or after the date of this agreement.
- 1.4 The Preamble and Schedules to this Agreement shall for all purposes form part of this Agreement.
- 1.5 If any provision in a definition or in a schedule is a substantive provision conferring rights or imposing obligations on any party, notwithstanding that it is only in the definition clause or a schedule, effect shall be given to it as if it were a substantive provision in the body of this Agreement

2 LICENSE AND TERM

- 2.1 During the Term and subject to the terms of this Agreement, including Company's payment of the Consideration and all other fees payable to Pariplay pursuant to this Agreement, Pariplay hereby grants Company with a non-exclusive, revocable, non-transferable, license or sub-license, as applicable, to use the Games, for the purpose of: (i) making the Games available to Players by means of the Website, either by Company directly, or indirectly via the grant of a sub-license to Company's Operators (the "**Sub-License**"), subject to any limitations imposed by Third Party Licensors and by Applicable Legislation, and subject further to the prior written consent of Pariplay for each such Operator, and (ii) marketing and promoting the Games using Pariplay Trademarks in connection with the Games, subject always to and in accordance with Applicable Legislation.
- 2.2 To the extent that Pariplay provides its consent to a Sub-License, the Company will be held responsible for any act and/or omission of the Operators, and any act and/or omission of such Operators will be considered as an act and/or omission of the Company, including, but not limited to, in respect of the right of Pariplay to terminate this Agreement. Without derogating from the above, it is hereby clarified that under no circumstance will the Company be allowed to offer the Games to any third party at a cost which is lower than the cost charged by Pariplay to the Company under this Agreement.
- 2.3 This Agreement shall commence on the Commencement Date and shall continue until the end of 2 (two) years from the Launch Date, unless terminated earlier in accordance with the provisions of this Agreement (the "**Initial Term**"). Upon the expiration of the Initial Term, and provided this Agreement was not terminated, the term of this Agreement shall automatically renew for successive periods of 2 (two) years each, unless and until either party delivers written notice of non-renewal to the other party at least 30 (thirty) days prior to the expiration of the Initial Term or any renewal term. The Initial Term together with all renewal terms will be defined as the "**Term**".
- 2.4 Company acknowledges and undertakes that the first Launch Date shall be held within 180 days as of the Commencement Date ("**Going Live Period**").

3 GAMES AND OFFERING

- 3.1 The Games shall be provided by Pariplay in compliance with Applicable Legislation. The parties acknowledge that the scope and level of the Games may be reduced or adjusted by Pariplay if and to the extent necessary to make such offering compliant with, and viable under, Applicable Legislation. In addition, to the extent required by Third Party Licensor, Company acknowledges that Pariplay may remove, reduce or adjust the Third Party Game or upon the expiration or termination for any reason of Pariplay's rights in relation to any of the Third Party Games, cease providing such Third Party Game to the Company.
- 3.2 Pariplay shall provide support and maintenance services as set out in this Agreement and in the SLA attached hereto as Schedule 4.
- 3.3 Pariplay shall be responsible for hosting the Games; without derogating from the above, Company will be responsible for integrating the Games into the Website and for any adaptation of the Games' look and feel. Company shall not have access to the servers that host the Games.
- 3.4 It is hereby clarified that it is the sole responsibility of Company and/or its Operators to pay winnings to the Players, including in connection with any incorrect payment of winnings

made to any Player and Pariplay will not be under any liability to make any payments to the Players.

- 3.5 Without derogating from the terms of this Agreement, including the SLA, Pariplay does not warrant that the Games will be free from error or that access to the Games will be uninterrupted throughout the Term. Pariplay does not warrant that the Games will meet any special requirements of condition, quality, performance, merchantability or fitness for any purpose of Company, or that the Games will generate particular revenues or profits for Company and the Company shall have no claims, remedies or other rights against Pariplay in this respect.

4 REVENUE SHARE

- 4.1 In consideration of the licence granted by Pariplay to Company, Company shall pay to Pariplay the consideration in accordance with the terms of Schedule 1 (the "**Consideration**").
- 4.2 In the event that Company requests any products, services or deliverables in addition to those considered herein, Company shall be obligated to pay for such products, services or deliverables in such amounts as shall be agreeable to the parties.
- 4.3 Any and all payments due to Pariplay (including, but not limited to, the Consideration) shall be made free of any tax, charge or levy (including, but not limited to, VAT and/or GST) imposed on or deducted from such payment, including by way of withholding. If any tax, charge or levy (including, but not limited to, VAT and/or GST) is imposed on or withheld or deducted from, any payment due to Pariplay, then Company will pay to Pariplay such additional funds so as to provide it with the payments due to it as if no such tax, charge or levy (including, but not limited to, VAT and/or GST) was imposed on or withheld or deducted from, any payment due to Pariplay; such additional payment will be made on the same day in which the initial payment is due.
- 4.4 If the Company fails to pay by the due date any amount payable by it under this Agreement, Pariplay may charge interest on the overdue amount, calculated from the date when payment becomes due up to and including the date of actual payment of the Consideration, whether before or after judgment, at the monthly rate of 3%. If the payment remains overdue for more than thirty (30) Business Days, then Pariplay, without prejudice to its other rights or remedies, shall have the right to suspend access to Games and all rights granted to Company hereunder until such payment and applicable interest are settled in full by the Company.

5 COMPLIANCE

- 5.1 The Company hereby confirms, and shall ensure with regard to each Operator, that it has obtained and shall maintain throughout the Term the applicable Gaming License from the Regulator, entitling it to offer the Games and operate the Website in the Territory. It is acknowledged that Pariplay's continued performance of its obligations under and/or pursuant to this Agreement is contingent upon the Company and, with regard to each Operator, each such Operator, obtaining and maintaining the applicable Gaming Licenses necessary in order to fulfill their respective obligations and the activities contemplated under this Agreement.
- 5.2 Company shall provide all required information and documentation, so as to allow Pariplay to obtain from the Regulators and its licensors (and to thereafter maintain) an approval for the provision of the Games in accordance with this Agreement, if and to the extent that such approval is required; Company acknowledges that Pariplay will provide the Games subject to

such approval of the Regulators and its Third Party Licensors and in accordance with it, and that Company will have no claim whatsoever against Pariplay if such approval does not conform to the provisions of this Agreement.

- 5.3 Pariplay may restrict or suspend the availability of the Games (or any part thereof) and any of the languages in which the Games are offered to potential and/or existing Players in any territory if Pariplay reasonably believes that any legal or regulatory environment (and/or any actual or proposed changes thereto) will expose Pariplay or any Affiliate or Associated Person of Pariplay to the risk of legal, regulatory or economic sanctions should such Games continue to be provided or made available to potential and/or existing Players.
- 5.4 Company will, upon Pariplay's request, make such reasonable changes to the Website, to ensure compliance with Applicable Legislation and to support the offering of the Games to the Players and to potential players. Notwithstanding the foregoing Company shall be responsible for ensuring that the Website is compliant with Applicable Legislation.

6 TERRITORY

- 6.1 The Games are offered solely for use by Players in the Territory. Company is expressly not entitled to use and shall not allow any Player to access any of the Games outside the Territory and/or in Prohibited Jurisdictions unless otherwise agreed by Pariplay in its sole discretion in a separate written agreement. In addition and without limiting the foregoing, Company shall use, and shall ensure that each Operator uses, the latest industry-leading technical measures to ensure that such prohibited access is prevented.
- 6.2 Pariplay may add further Permitted Jurisdictions to the Territory by amending or replacing Schedule 3 by written agreement. Such amendment may be subject to further due diligence and further terms and may require further permits as appropriate.
- 6.3 Pariplay shall use reasonable commercial efforts to maintain the list of Prohibited Jurisdictions and Restricted Jurisdictions up to date and to notify Company of changes in the list without delay.
- 6.4 The Restricted Jurisdictions include jurisdictions where the provision of the Games may be permitted provided that Company has the required permits. Where the Territory includes such jurisdictions, Company may offer the Games there as agreed herein subject to Company at all times maintaining the required permits, each such jurisdiction being a Permitted Jurisdiction.
- 6.5 Any Prohibited Jurisdiction which subsequently legalizes online gaming shall remain a Prohibited Jurisdiction, hereunder unless (i) the Company can present a valid permit for such jurisdiction OR (ii) Pariplay gives express confirmation that the jurisdiction is now a Permitted Jurisdiction. Notwithstanding the foregoing, Pariplay shall be entitled to reasonably exercise granting or refusing such approval at its sole discretion and such approval may be subject to further terms. Any approval shall be subject to refusal or subsequent withdrawal by Pariplay at any time if in Pariplay's reasonable opinion, granting or maintaining such approval is likely to cause commercial, reputational, legal or regulatory risk for Pariplay.

7 OWNERSHIP AND INTELLECTUAL PROPERTY

- 7.1 The parties acknowledge that Pariplay, its Affiliates and/or the Third Party Licensors shall at all times remain the sole owner(s) of all Intellectual Property Rights (whether in existence now or arising at any time in the future) in and to the Games, Pariplay Trademarks and any and all deliverables delivered pursuant to this Agreement, as applicable.
- 7.2 Company shall not, nor shall it permit any third party to, modify (with the exception of clause 3.3), decompile, reverse engineer, disassemble, reduce to human readable format or alter the Games, Pariplay Trademarks and any and all deliverables delivered pursuant to this Agreement, or any component thereof, or change their characteristics in any manner, or attempt, or allow or enable another, to perform any of these actions in any way or manner (the “**Prohibited Activities**”).
- 7.3 Company shall not, nor shall it permit any third party to, use any Intellectual Property Rights of Pariplay or Third Party Licensors except in accordance with the provisions of this Agreement; without derogating from the above, Company will not use any Intellectual Property Rights of Pariplay or Third Party Licensors in a manner which may have an adverse effect on the value or goodwill of the Intellectual Property Rights of Pariplay or Third Party Licensors.

8 CONFIDENTIAL INFORMATION AND NON-SOLICITATION

- 8.1 Each party shall keep confidential and shall not disclose to any third party any and all proprietary information and non-public information of a confidential nature disclosed to it (the “**Receiving Party**”) by the other party or any of its Affiliates (the “**Disclosing Party**”) prior to, on, or after the Commencement Date, including relating to the business, processes, practices, products, Players, accounts, business activities and strategies, supplier lists, technology, research, marketing information or plans, finance or contractual arrangements or trade secrets of the other party and any information concerning the Games or the substance of any report, recommendations, advice, test disclosed in relation to the Games, whether communicated orally, in written form, or stored in any other media, and whether or not specifically marked or designated as “confidential” (the “**Confidential Information**”), and shall use such Confidential Information solely for the performance of its obligations under this Agreement. Furthermore, the Receiving Party shall at all times take the necessary precautions to keep the Confidential Information confidential, and such precautions shall in no event be less than those the Receiving Party utilizes to protect its own confidential information and in no event less than a reasonable standard of care. The Receiving Party shall not disclose such Confidential Information to any third party, except to such party’s respective directors, officers, employees agents, advisors, and consultants (“**Representatives**”) who need to know such Confidential Information in order for the Receiving Party to exercise rights or to perform obligations hereunder, but only to the extent so needed, provided that each such Representative is bound by obligations of confidentiality to the Receiving Party or its Affiliates (as applicable) no less restrictive than those contained herein and provided further that the Receiving Party shall remain liable for any act or omission by any of its Representatives that, if made by the Receiving Party, would be a breach of the terms of this Agreement. The provisions of this Clause shall survive the expiration or earlier termination of this Agreement.
- 8.2 Without derogating from the generality of the above and as a minimum requirement, the Receiving Party shall implement the information security measures listed in Schedule 5 to protect the confidentiality, integrity and availability of the Confidential Information.

- 8.3 If Receiving Party becomes aware of any breach of confidence by any of its Representatives, it shall promptly notify the Disclosing Party. The parties further agree to keep confidential and not to disclose to any third party, except as may be required by Applicable Legislation, any of the terms and conditions of this Agreement.
- 8.4 The obligations in this Clause 8 shall not apply to: (i) information that is in the public domain or which becomes part of the public domain through no fault of the Receiving Party; (ii) information already known to the Receiving Party prior to disclosure of Confidential Information to it; (iii) information that is independently developed without use of or reliance on Disclosing Party's Confidential Information; (iv) Confidential Information that has been approved in advance in writing by the Disclosing Party for disclosure; or (v) information that the Receiving Party is required to disclose pursuant to Applicable Legislation, the rules of any stock exchange upon which the Receiving Party or any of its Affiliates' securities are listed, or court order (provided however, that to the extent permitted under such Applicable Legislation, rules, or order, the Receiving Party shall promptly notify the Disclosing Party of such required disclosure, so that the Disclosing Party shall have a reasonable opportunity to take legal measures to protect such disclosure and the disclosure shall be limited to the extent expressly required).
- 8.5 Any press release or public announcement in respect of this Agreement or any matters arising therefrom shall require the express written approval of the other party (such approval not to be unreasonably withheld). Notwithstanding the foregoing, either party shall be free to make any announcement or dispatch any circular, without first seeking the other party's consent, as may be required by Applicable Legislation.
- 8.6 Without affecting any other rights and remedies that the Disclosing Party may have, the Receiving Party hereby acknowledges and agrees that damages would not be an adequate remedy for any breach by the Receiving Party of the provisions of this Agreement, and that the Disclosing Party shall be entitled to remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of the provisions of this Agreement and that no proof of special damages shall be necessary for the enforcement of this Agreement.
- 8.7 Each party agrees and undertakes that during the Term and for a period of one (1) year thereafter, it shall not, directly or indirectly, including personally or in any business in which it may be an officer, director or shareholder, without the prior approval of the other party, solicit for employment any person who is employed by the other party (worldwide), or any person retained by the other party as a consultant, advisor or the like who is subject to an undertaking to refrain from engagement in activities competing with the activities of such other party, or who was retained as an employee or a consultant during the three (3) months preceding termination of its engagement with such other party.

9 REPRESENTATIONS AND WARRANTIES

- 9.1 Each of Pariplay and Company represents, warrants and undertakes that:
- (a) it has the full right, power, legal capacity and authority to perform its obligations under this Agreement, subject to regulatory approvals;
 - (b) the entering by it into this Agreement and the performance thereof, will not conflict with, or breach the terms, conditions or provisions of, or default under any other agreement to which it is a party;

- (c) it will comply with its obligations regarding data protection, in accordance with the Data Processing Addendum, attached hereto as Schedule 6;
- (d) it shall comply and ensure that its Associated Persons comply with all Applicable Legislation, codes of practice and other regulatory licenses and permits relating to the performance of its obligations under this Agreement; and
- (e) there is no action, suit or proceeding at law or in equity now pending or, to its knowledge, threatened by or against or affecting it which would substantially impair its right to carry on its business as contemplated herein or to enter into or perform its obligations under this Agreement, or which adversely affect its financial condition or operations.

9.2 Company further undertakes, represents and warrants that:

- (a) it shall act to obtain and maintain (if necessary) any and all regulatory approvals, licenses and/or consents required for the performance of its obligations under this Agreement;
- (b) it will market and promote the Games via the Website, subject to Applicable Legislation, and to make all reasonable efforts to acquire new Players.
- (c) at all times during the Term the Games shall be made available to Players by means of the Website.
- (d) it will undertake its obligations pursuant to this Agreement with all reasonable skill, care and diligence;
- (e) it shall, at Pariplay's expense, provide all reasonable assistance to Pariplay, as Pariplay may require from time to time, to obtain (if necessary) any relevant regulatory approvals, licences and/or consents as Pariplay may require for the purposes of this Agreement;
- (f) it shall ensure that no Player located outside of the Territory will access or play the Games, and it has in place and will maintain in place at all times during the Term the latest industry-leading technical measures to prevent Players in the Prohibited Jurisdictions from accessing or playing the Games and to prevent Players not of legal age in the jurisdiction where the wager is placed and received from accessing or using the Games; and
- (g) it shall provide Pariplay the Reports and pay Pariplay the Consideration in accordance with the terms of this Agreement.

10 TERMINATION

10.1 Either party shall be entitled to terminate this Agreement with immediate effect, by written notice to the other party, in the event that:

- (a) the other party is in breach of its obligations under this Agreement which either cannot be cured or, if capable of remedy, has not been remedied within 30 (thirty) days (or in the case of any of Company's payment obligations hereunder, ten (10) days) of written

notice from the non-breaching party informing it of such breach and of the intention of such party to terminate the Agreement in case such breach is not cured; or

- (b) the other party passes a resolution for winding up (otherwise than for the purposes of a solvent amalgamation or reconstruction) or a court makes an order to that effect or becomes or is declared insolvent or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors or has a liquidator, receiver, administrator, administrative receiver, manager, trustee or similar officer appointed over any of its assets or ceases, or threatens to cease, to carry on business or suffers an analogous event anywhere in the world;
- (c) it, or any other entity within its corporate group, is being ordered or required by the Regulators to terminate its relationship with the Company or an Operator, or cease providing the Games;
- (d) the other party (which in relation to the Company includes reference to the Operators) carries out any activity which the terminating party believes puts it or any other entity within its corporate group at risk in respect of their relationship with the Regulators;
- (e) if the other party's (which in relation to the Company includes reference to the Operators) Gaming License is permanently revoked or temporarily suspended by the Regulator for a period of one (1) month or longer, and the parties are unable to overturn or alleviate such revocation or suspension within an additional one (1) month thereafter, despite undertaking all commercially reasonable endeavors to that effect;

10.2 Pariplay shall further be entitled to terminate this Agreement with immediate effect, by written notice to the Company, in the event that:

- (a) in Pariplay's reasonable opinion: (a) Applicable Legislation at any time prohibits Pariplay or its Affiliates from continuing to provide Games under this Agreement to Players in the Territory, or (b) the continuation of any of the activities hereunder is likely to jeopardize any gaming license issued to Pariplay or its Affiliates by any Regulator;
- (b) The Company performs any Prohibited Activities, or otherwise breaches or infringes upon the Intellectual Property Rights of Pariplay, its Affiliates, or any Third Party Licensor.

10.3 Company shall further be entitled to terminate this Agreement with immediate effect, by written notice to Pariplay, in the event that a change in Pariplay deliverables as stipulated in clause 3.1 has rendered this Agreement less attractive to Company.

10.4 Upon notice of termination or expiry of this Agreement:

- (a) each party shall immediately cease using any Confidential Information of the other and shall return to the other party all such Confidential Information and all copies thereof belonging to or disclosed to it by the other party or, upon the other party's written request, destroy such Confidential Information and provide the other party with a written confirmation of such destruction;

- (b) each party take all necessary steps to ensure the prompt return by such party's present or former Representatives to the Disclosing Party of all Confidential Information of any type provided to or in the possession or control of such persons;
- (c) each party shall immediately cease using the Intellectual Property Rights owned by the other party;
- (d) the license to use the Games and the Pariplay Trademarks will immediately terminate and Company will and shall ensure that the Operators and Players will cease any use of the Games; in addition, any Sub-License will terminate immediately as well, and the Operators and their Players will cease any use of the Games;
- (e) each party shall return to the other party any and all of such other party's materials to which such other party has a proprietary right and that are in its possession and/or in the possession of its Associated Persons; and
- (f) Company shall pay Pariplay, within 45 (forty five) Business Days of the termination date, all of the Consideration which had accrued prior to the termination date and have yet to be transferred to Pariplay.

10.5 The rights of termination as a result of breach of contract set out in this Clause 10 do not prejudice or limit the rights of the aggrieved party to claim such damages as it may have suffered as a result of such breach, or any other right or remedy it has according to this Agreement.

10.6 Without prejudice to the aforementioned, either Party shall have the right to unilaterally without reason, terminate this Agreement by sending 90 (ninety) calendar days prior written notice to the other Party.

11 LIMITATION OF LIABILITY; INDEMNIFICATION

11.1 Except as otherwise set forth in this Agreement, each party's total and aggregate liability toward the other (save for Company's liability to pay Pariplay the Consideration and any other payments due to it in connection with this Agreement), whether in an action based on contract, tort, warranty or any other legal theory, shall not exceed (subject only to Applicable Legislation) an amount equal to the sum of all payments received by Pariplay under this Agreement in the 12 (twelve) months period prior to the event giving rise to such liability. Furthermore, except as otherwise set forth in this Agreement, in no event will either party be liable toward the other party for any special, indirect, incidental, punitive or consequential damages, including damages for loss of profits, business, revenue, economic advantage, data, equipment or network downtime.

11.2 The parties agree that none of the limitations or exclusions of liability in Clause 11.1 shall apply to: (i) fraud or fraudulent misrepresentation; (ii) intentional or wilful misconduct and gross negligence; (iii) death or personal injury, (iv) breaches of confidentiality obligations as set forth in Clause 8 herein; (v) Company's indemnification obligation pursuant to Clause 11.3; or (vi) Pariplay's indemnification liability pursuant to Clauses 11.4 and 11.5, which shall be subject to the provisions therein set forth.

11.3 Company will indemnify and hold Pariplay and its Affiliates, and its and their respective officers, directors, employees, agents, and shareholders harmless against all liability, obligations, losses, damages, injuries, penalties, claims, suits, costs, actions, expenses and

disbursements (actual or contingent) which have been awarded by a court of law or as otherwise settled by the parties as a result of:

- (a) any breach by Company (directly or by any of its Affiliates or Associated Persons) of its obligations under Applicable Legislation;
- (b) any Player claims, demands, or actions; or
- (c) any Prohibited Activities or other breaches of the Intellectual Property Rights of Pariplay, its Affiliates, or its Third Party Licensors.

Without derogating from the provisions of Clause 2.1, the indemnification liability of the Company will also apply to any and all acts and/or omissions of the Operators (including, but not limited to, any breach of the provisions of this Agreement by any Operator, as if such Operator were a party to this Agreement).

11.4 Pariplay shall indemnify and hold the Company and its Affiliates, and its and their respective officers, directors, employees, agents, and shareholders harmless from and against any and all damages, expenses and liabilities incurred by the Company and finally awarded by a court of law or as otherwise settled by the parties, in connection with the following:

- (a) any third party claim that a Game infringes the Intellectual Property Rights of such third party (an **"IPR Claim"**). The aggregate liability of Pariplay for all claims under this indemnity will be subject to a maximum cap of two million (2,000,000) Euros. The foregoing shall not apply when the items in dispute are Third Party Games. To this effect, Pariplay will indemnify Company up to such amount that it actually receives from the Third Party Licensor. This Clause 11.4 shall not apply where the claim in question is attributable to use of the Games (or any part thereof) by Company other than in accordance with the terms of this Agreement, use of the Games in combination with any hardware or software not supplied or specified by Pariplay, or use of a non-current release of the Games. This Clause 11.4 constitutes Company's exclusive remedy and Pariplay's only liability in respect of the foregoing claim; and
- (b) a Malfunction in any Game which causes a win to be made to a Player (a **"Pay-Out Claim"**), subject to the provisions of Clause 11.5 below.

11.5 Pariplay's indemnification obligation pursuant to a Pay-Out Claim is conditional on the following:

- (a) Company shall make a verification request (**"Verification Request"**) to Pariplay in relation to any proposed Large Win in advance of making any such payment to a Player. A Verification Request shall be sent via email to PP at ***noc@pariplayltd.com*** and to the email address of the key account manager from time to time assigned by Pariplay to Company and the following shall apply:
 - (i) Pariplay shall respond to Company as soon as possible and in any case within no more than 48 hours of the Verification Request being made with: (i) confirmation that the proposed payment does not raise any issues (an **"Approval"**); or (ii) an instruction not to make such payment (a **"Rejection"**).
 - (ii) If Pariplay responds to a Verification Request with an Approval or if Pariplay fails to respond to a Verification Request within 48 hours of the Verification

Request being made, the proposed Large Win shall be deemed to be approved and Pariplay shall be liable to indemnify Company for the amount of the Large Win made by Company to a Player. Pariplay's liability as aforesaid shall be subject to a maximum amount of Euros 250,000 per incident and in the aggregate.

(iii) If Pariplay responds to a Verification Request with a Rejection or if Company neglects to make a Verification Request in respect of any proposed Large Win then Pariplay shall not be liable for the amount of any Large Win made by Company to a Player, whether or not it is due to a Malfunction.

(b) The parties shall cooperate with each other to determine the cause and shall act reasonably and in good faith to mitigate any loss which they may suffer by reason of a Pay-Out Claim and, if determined by Pariplay, in its sole discretion, that a particular Game should be removed from commercial use, the parties shall procure that this occurs.

11.6 If any IPR Claim is made, or in Pariplay's reasonable opinion is likely to be made, against the Company, Pariplay may at its sole option and expense:

- (a) procure for the Company the right to continue using the Games (or any part thereof) in accordance with the terms of this Agreement;
- (b) modify the Game so that it ceases to be infringing;
- (c) replace the Game with non-infringing software; or
- (d) remove the infringing Game from its supply pursuant to this Agreement.

11.7 Whenever a party ("**Indemnifying Party**") has an obligation to indemnify the other party ("**Indemnified Party**") under this Agreement, that obligation is limited to the extent that the Indemnified Party fully complies with the following obligations:

- (a) promptly notifies the Indemnifying Party of any claim or allegation that could give rise to the indemnity;
- (b) makes no admissions in relation to such claim or allegation without the Indemnifying Party's consent;
- (c) takes reasonable action (including assisting the Indemnifying Party) at the cost of the Indemnifying Party to mitigate the effect or quantum of such claim or allegation; and
- (d) permits the Indemnifying Party, at its sole discretion, to handle such claim or allegation and make all decisions in any subsequent proceedings and conduct negotiations for agreement or settlement, provided however that the Indemnifying Party does not do or say anything that may prejudice or harm the Indemnified Party in any way.

11.8 Nothing in this Agreement shall be construed in any way as reducing or affecting a party's general duty to reasonably mitigate its damages or losses.

12 **FORCE MAJEURE**

- 12.1 If either party is prevented or delayed in the performance of any of its obligations under this Agreement by Force Majeure, that party shall:
- (a) promptly serve notice in writing on the other party specifying the nature and extent of the circumstances giving rise to Force Majeure and the measures it is taking to remedy and/or mitigate the effects;
 - (b) use all reasonable endeavours without being obliged to incur any expenditure to mitigate the effects of Force Majeure and/or bring the Force Majeure event to a close, or to find a solution by which the Agreement may be performed despite the continuation of the Force Majeure event;
 - (c) have no liability (save for the service of notice pursuant to the provisions of this Clause 12.1) in respect of the performance of such of its obligations as are prevented by the Force Majeure events during the continuation of such events; and
 - (d) upon cessation of the Force Majeure event, use its reasonable endeavours to recommence its affected operations in order for it to perform its obligations.
- 12.2 For the purposes of this Agreement **"Force Majeure"** means any cause beyond the reasonable control of the parties including, without the fault or negligence of the parties, acts of God, acts of government, fire, flood or storm damage, earthquakes, labor disputes, war, riot, theft, malicious damage, public power shortages, malfunctions or failures in public telecommunication or IT services, breakdown public infrastructures.

13 GENERAL

- 13.1 Neither party may assign this Agreement without the other party's prior written consent. Notwithstanding the foregoing, (i) either party shall be entitled to transfer and/or assign and/or endorse and/or encumber its rights and/or undertakings under this Agreement, in whole or in part, including by way of novation, to an Affiliate and/or as part of a corporate reorganization within its corporate group, without the other party's consent, but upon written notice, and (ii) either party shall have the right to perform all or any part of its obligations under this Agreement through any Affiliate or subcontract its obligations to any other person or entity; provided, that, any such performance or subcontracting shall be permitted under any Applicable Legislation and the party subcontracting shall be liable for such Affiliates and/or subcontractors. Any attempted assignment of rights, duties, or obligations hereunder, except in accordance with this Agreement, shall be null and void.
- 13.2 This Agreement together with the Schedules attached hereto is the complete and entire agreement between Pariplay and Company regarding the subject matter hereof and supersedes all prior agreements or understanding between the two parties and each party acknowledges that it has not relied upon any representation from the other which is not contained in this Agreement in entering into this Agreement.
- 13.3 No modification or waiver of this Agreement shall bind either party unless it is in writing and is signed and accepted by an authorised representative of each party.
- 13.4 Notwithstanding that the whole or any part of any provision of this Agreement may prove to be illegal or unenforceable the other provisions of this Agreement and the remainder of the provision in question shall remain in full force and effect, and the parties shall replace such

illegal or unenforceable provision with a provision which is legal and enforceable and which will reflect to the greatest extent possible the intention of the parties hereunder.

- 13.5 The failure of either party at any time in enforcing any right or remedy under this Agreement shall not be construed as a waiver of any future or other exercise of such right or remedy.
- 13.6 Any notice or other document to be given under this Agreement shall be in writing and shall be deemed to have been duly given if sent via email, with confirmation receipt of notification, delivered by hand or sent by recorded delivery to the other party at the address noted in this Clause 13.6. Any such notice or other documents shall be deemed to have been received by the addressee 7 (seven) Business Days following the date of dispatch if the notice or other document is sent by registered post, or on the following Business Day after the day in which the notice is received by personal delivery or upon confirmation receipt of notification if sent via email.

In the case of Pariplay, notice shall be sent to: FAO: Pariplay Administration, Pariplay Malta Limited, CF Business Centre, Floor 2, Triq Gort, St. Julians STJ 9023, Malta Email address: mgmt@pariplayltd.com

Billing Department: billing@pariplayltd.com

And in the case of Company, notice shall be sent to:

FAO: Legal Counsel , Sunflower Seed B.V., Kaya Richard J. Beaujon z/n, Curacao. P. o. Box 6248
Email address: info@sunflowerseed.co

- 13.7 This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement. An electronic signature (i.e. DocuSign, EchoSign or any other electronic form) by the duly authorised representative of each party shall constitute valid and binding due execution of this Agreement by such party and the electronic signed versions of the Agreement shall be deemed originals.
- 13.8 Any Clause which by the nature of its language is intended to survive the termination or expiration of this Agreement, including, but not limited to, Clauses 3.4, 3.5, 4, 7, 8, 9, 10, 11 and this Clause 13, shall accordingly survive such termination.
- 13.9 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed and construed in accordance with the substantive laws of Malta, without regard to the principles therein of the conflict of laws.
- 13.10 Any dispute, controversy or claim arising out of or relating in any way to this agreement including without limitation any dispute concerning the construction, validity, interpretation, enforceability or breach shall be exclusively resolved by binding arbitration upon a party's submission of the dispute to arbitration, in accordance with the Rules of the Malta Arbitration Centre, before a single, neutral arbitrator. The seat of the arbitration shall be Malta. The arbitral proceedings shall be conducted in English. In the event of a dispute, controversy or claim arising out of or relating in any way to this agreement, the complaining party shall notify the other party in writing thereof. Within thirty (30) days of such notice, management level representatives of both parties shall meet to attempt to resolve the dispute in good faith. Should the dispute not be resolved within thirty (30) days after such notice, the complaining party

shall seek remedies exclusively through arbitration. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after two years from when the aggrieved party knew or should have known of the controversy, claim, dispute or breach. This agreement to arbitrate shall not preclude the parties from seeking provisional remedies from a court of appropriate jurisdiction.

IN WITNESS WHEREOF the parties have executed this Agreement on the date first written above.

DocuSigned by:

Enrico Bradamante

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Pariplay Limited (Isle of Man)

Name: Enrico Bradamante

Title: Director

Date: 25-Sep-23 | 02:33 PDT

JDan

Sunflower Seed B.V.

Name: Joseph Dan

Title: Director

Date: 20.9.2023

SCHEDULE 1

CONSIDERATION & TERMS OF PAYMENT

1. Net Gaming Revenue Defined

For the purposes of this Agreement, the term "**Net Gaming Revenue**" is defined as follows:

Net Gaming Revenue = Wagers – Winnings – Bonuses

Whereas:

"**Wagers**" means the total amount of wagers made by Players in the Games offered via the Website;

"**Winnings**" means the total amount of gross winnings of Players (payout amount) in the Games offered via the Website.

"**Bonuses**" means the total amount of bonuses redeemed by the Customers (pay-out amount) in the games offered via the Website. Bonuses capped at 10% from GGR

For the avoidance of doubt, the Gross Gaming Revenue will be calculated also in respect of Players of any license and/or sub-licensee of the Company.

2. Consideration

2.1. The Consideration shall consist of a monthly payment equalling:

Third Party Games – a platform fee of 2,2% (Two point Two percent) of the Net Gaming Revenue generated in that calendar month from all Third Party Games.

Where the commercial rates from a Third Party Licensor are not provided by Pariplay on reseller rates, but are negotiated directly between the Company and the Third Party Licensor, then an additional platform fee of 1,0% (One percent) of the NGR shall be applied. Applicable Third Party Licensors that are, as of the date of this Agreement, on reseller rates with Pariplay are BluePrint Gaming, Quickspin and Games Global.

2.2. The Company shall not be allowed to apply any right of set off with respect to any negative positions or losses under this Agreement (GGR/NGR calculations) from one accounting period to the next ("**Negative Carryover**"), and accordingly if the GGR/NGR amounts to zero or below for any given month, there will be no Negative Carryover and the Consideration due to Pariplay for the month will amount to zero.

3. Reports & Payment Terms

- 3.1. Within 4 Business Days of the end of each calendar month, Company shall provide Pariplay with a bonus report (the “**Bonus Report**”) in order to be entitled to such deduction. For the sake of clarity, failure in providing the Bonus Report within the above-mentioned term will entail the complete cancellation of the bonus deduction by Pariplay.
- 3.2. Within 5 (five) days of the end of each calendar month during the Term, Pariplay will provide Company with a monthly report detailing the amount of the Gross Gaming Revenue and the Consideration accrued during the previous calendar month (the “**Report**”). Within 20 (twenty) Business Days of the end of each calendar month during the Term, Company shall pay Pariplay the Consideration.
- 3.3. Company shall adhere to any Applicable Legislation in connection with the receipt, holding and managing of any funds related to Pariplay's provision of the Games.
- 3.4. During the term and for a period of five (5) years thereafter, irrespectively of the cause of termination, the Company shall keep all proper records and books of account and all proper entries to substantiate any amounts received or paid in connection with this Agreement.
- 3.5. Pariplay will have the right, to gain reasonable access during normal business hours to Company's place of business to inspect and audit Company's records relating to this Agreement, and to make and take out copies of such records. Pariplay will be allowed to use this right during the Term, as well as in the 12 (twelve) months which commence at the end of the Term. If the abovementioned audit reveals underpayment of 5% (five percent) or more of Consideration due to Pariplay, then the costs of the audit will be paid by the Company (otherwise the costs of the audit will be paid by Pariplay). Any underpayment discovered will be paid to Pariplay within 10 (ten) Business Days after such discovery. Any overpayment discovered will be deducted from the next payment to be made to Pariplay in accordance with this Agreement.

SCHEDULE 3

PERMITTED & RESTRICTED JURISDICTIONS

For the purpose of this Schedule 3, the expression “Permitted Jurisdictions” shall mean all territories other than those listed below which shall be deemed as “Prohibited Jurisdictions”.

- | | |
|------------------------------|----------------------------|
| • Afghanistan | • North Korea |
| • Albania | • Philippines |
| • Algeria | • Poland |
| • Angola | • Singapore |
| • Australia | • South Korea |
| • Congo | • Sudan |
| • Cyprus | • Taiwan |
| • Ecuador | • Turkey |
| • France and its territories | • United States of America |
| • Guyana | • Vatican City |
| • Hong Kong | • Crimea |
| • Iran | • Japan |
| • Iraq | • Venezuela |
| • Israel | • Russia |
| • Cuba | • Belarus |
| • Latvia | |
| • Lithuania | |

For the purpose of this Schedule 3, the expression “Restricted Jurisdictions” shall mean the territories listed below (a copy of COMPANY’s license must be supplied to PP prior to any activity):

- Austria
- Argentina
- Belgium
- Bulgaria
- Czech Republic
- Colombia
- Croatia
- Cyprus
- Denmark
- Estonia
- Georgia
- Germany
- Greece

- Gibraltar
- Italy
- Latvia
- Lithuania
- Malta
- Mexico
- Netherlands
- Norway
- Ontario (Canada)
- Panama
- Poland
- Portugal
- Romania
- Serbia
- Slovakia
- Spain
- South Africa
- Sweden
- Switzerland
- Ukraine
- United Kingdom
- United States of America (Unless you are licensed in the regulated states the USA is forbidden. E.g. New Jersey, Michigan, West Virginia, Pennsylvania etc)

SCHEDULE 4

SERVICE LEVEL AGREEMENT

1. Definitions

The following terms shall have the meanings given below. Capitalized terms used herein but not specifically defined herein shall have the meanings attributed to such terms in the Agreement.

"Critical Defect" means the Games are non-functional or a major portion of them is essentially unusable.

"Defect Category" means the categorization of a Defect as a Critical, Medium Level or Low Level Defect.

"Initial Response" means a response provided by the support personnel of Pariplay that does not necessarily include a workaround or a solution of the Defect.

"Medium Level Defect" means the Games are partially usable, or their functions, features and/or elements are seriously affected.

"Low Level Defect" means minor service-affecting incidents having a minor effect on the functions and/or features of the Games; any Defect which is not a Critical Defect or a Medium Level Defect will be considered a Low Level Defect.

"Technical Support Services" means the services to be provided under this SLA.

"Workaround" means actions and procedures, which circumvent or overcome the impact of the Defect. Workarounds may not provide a final and full solution to the Defect.

2. Supply of Technical Support Services

2.1. During the Term, Pariplay hereby undertakes to supply the Technical Support Services to Company, in compliance with all provisions of this SLA and with applicable professional and industry standards, in order to maintain the Games operational and to enable Players to use the Games throughout the Term.

2.2. Pariplay will appoint a Technical Account Manager ("**TAM**"), who shall have the following roles and responsibilities:

- Act as the single point of contact for all issues concerning Technical Support Services;
- Be responsible for providing status reports of open service tickets and for following up on open issues; and
- In case the TAM cannot provide the required information or assistance he will make sure some other relevant person from Pariplay will provide such service.

Pariplay Initials: 

Company Initials: 

2.3. Pariplay will operate a help-desk, which will receive all Defect reports and service calls. The help-desk will be available 24 hours a day, 365 days a year. The help-desk may be contacted by telephone or by e-mail, as follows:

1st tier contact – office hours Monday to Friday 8am - 6pm during Business Days:

Telephone: +972.73.2060183

Email address: noc@pariplayltd.com

3. Technical Support Services Free of Charge

All Technical Support Services to be provided under this SLA shall be provided free of charge and free of any other costs and expenses, and Pariplay shall not be entitled to reimbursement of expenses of any kind.

4. Invoking Technical Support Services

4.1. Upon detection of any Defect in the Games, Company shall contact Pariplay's help-desk by telephone/e-mail, or any other agreed communication format notified in advance, using the contact details set out in Clause 2.3 above.

4.2. Company shall provide the help-desk with a report of the Defect, including its assessment of whether it is a Critical, Medium Level or Low Level Defect and any additional information available to Company.

4.3. Upon receipt of such report, the specialist of Pariplay on call shall:

a) log the Defect to a dedicated system, to which all Defects are to be logged. The log will include all relevant information, such as the identity of the person reporting the Defect, the Defect Category, the time the Defect occurred and the time the Defect is opened in Pariplay's system. All actions taken and decision made with regard to the handling of a Defect shall be logged, including the time the action or decision is made. The status of each Defect and the manner in which it is being handled shall be viewable by Company through a web interface.

b) Continuously monitor the status of the report and send daily status reports to Company for all outstanding Defects.

5. Defect Solution

The following Workaround and resolution times shall apply:

Defect Category	Initial Response	Workaround	Final solution
Critical	1 hour	Constant work until a Workaround is available	24 hours

Pariplay Initials:  DS
EB

Company Initials:  JD

Defect Category	Initial Response	Workaround	Final solution
Medium Level	8 hours	Constant work until a Workaround is available	72 hours
Low Level	24 hours	Constant work until a Workaround is available	96 hours

6. Availability

- 6.1. The Availability of the Games shall be no less than 99% during each calendar week (commencing on Monday at 00:01 GMT); where the Games shall be considered as unavailable during any Critical or Medium Level Defect.
- 6.2. Any maintenance (planned or unplanned), where the Games are unavailable, shall be calculated as part of the 1% downtime referred to in Clause 6.1.
- 6.3. Without derogating from the other provisions of this Clause 6, Pariplay will use its best endeavors to ensure that the planned maintenance periods shall occur at times when there are likely to be fewest Players accessing the Games. In addition, any planned maintenance shall be informed in writing by Pariplay to Company at least 60 hours in advance.
- 6.4. Without derogating from any other remedy provided to Company under this Agreement (including, but not limited to, the right to terminate this Agreement), where the Availability is less than stated in Clause 6.1, then Company shall be entitled to a decrease in payment of the monthly Consideration:

Availability	Decrease in payment of monthly Consideration (where Consideration is calculated in accordance with Schedule 1)
98.99% - 98%	5%
97.99% - 97%	10%
< 96.99%	20%

7. RTP MONITORING

- 7.1. Pariplay shall conduct live RTP monitoring for all its Games (and Third Party Games) where the game engine sits on Pariplay's servers. Monitoring RTP consists of comparing the actual RTP of the game over a set time period with the theoretical RTP of the game and to ensure the game is operating according to its design specifications.

Pariplay Initials: _____

DS
EB

Company Initials: _____

JD

- 7.2. As part of the monitoring process, Pariplay shall use analytical tools to monitor and measure the RTP of its Games daily. This monitoring shall cover both, desktop & mobile version of the Games and compares the approved RTP against the actual RTP for a set period.
- 7.3. Should one of Pariplay's Games or Third Party supplier Games fall outside the expected deviation, Pariplay's team shall investigate to determine the cause in accordance to the following protocol:
- (a) Pariplay will check whether the RTP deviation was from a particular Operator, Network, Player or Server Instance;
 - (b) Run analysis on the impacted Game, Operator or Player to determine the cause of the deviation;
 - (c) Compare compiled files checksum for integrity.
- 7.4. If Pariplay determines that the RTP variation was caused by a game malfunction or software defect, Pariplay shall inform Company immediately for appropriate actions and will report the incident to the Gambling Commission.

Pariplay Initials: 

Company Initials: 

SCHEDULE 5

DESCRIPTION OF THE TECHNICAL AND ORGANIZATIONAL SECURITY MEASURES IMPLEMENTED BY THE RECEIVING PARTY TO PROTECT THE CONFIDENTIALITY, INTEGRITY AND AVAILABILITY OF CONFIDENTIAL INFORMATION (AS THE TERMS "RECEIVING PARTY" AND "CONFIDENTIAL INFORMATION" ARE DEFINED BY THE AGREEMENT):

1. Measures to ensure confidentiality

1.1. Physical access control

Measures used to prevent physical access to the Receiving Party's systems that include or allow access to Confidential Information:

Description of physical access controls:

- 1.1.1. Locking of servers rooms;
- 1.1.2. Alert mechanisms for unauthorized access to the servers rooms;
- 1.1.3. Hard copies of documents containing Confidential Information are maintained in locked closets or drawers;
- 1.1.4. Implementation of physical controls on buildings and system rooms (including entry controls, guarding, alarm, fire detectors and extinguishers, cameras, UPS, bars, etc.);
- 1.1.5. Confidential Information reside within reputable data storage providers and in compliance with well-known security standards, including physical access control.

1.2. Logical access control

Measures used to prevent unauthorized persons from accessing or using Confidential Information:

Description of logical access controls:

- 1.2.1. Password procedure (to contain at least 8 characters comprised of digits, capital letters and special symbols; passwords should not contain the users' names or identifying numbers), 90 days password replacement period; at least 6 previous passwords cannot be used; locking of accounts upon a number of failed logins);
- 1.2.2. Automatic locking after up to 20 minutes;
- 1.2.3. Encryption of data carriers;
- 1.2.4. Network devices such as intrusion detection systems, routers and firewalls;
- 1.2.5. Regularly updated antivirus and spyware filters;
- 1.2.6. Process for routine system updates for known vulnerabilities;
- 1.2.7. Limitation of the number of authorized users (role-based access for systems containing or allowing access to Confidential Information);
- 1.2.8. Remote connection to the systems is made using VPN;
- 1.2.9. Encryption of laptops and USBs, and strict limitation of connection of USBs to work stations.

1.3. Data access control

Pariplay Initials: _____

DS

EB

Company Initials: _____

JD

Measures to ensure that persons authorized to use systems containing or accessing Confidential Information can only access Confidential Information according to their access rights, so that Confidential Information cannot be read, copied, changed or removed without authorization during processing, use and storage:

Description of data access controls:

- 1.3.1. Differentiated access and usage rights;
- 1.3.2. Monitoring and logging of access and activity (including immediate alerts in cases of suspected unauthorized access to systems);
- 1.3.3. Reports of access;
- 1.3.4. Periodical review of login and activity data;
- 1.3.5. Activity and access logs cannot be deleted or changed;
- 1.3.6. Data cannot be accessed via public networks.

1.4. Separation rule

Measures used to ensure that Confidential Information is processed separately and separated from all other information processed by the Receiving Party, in such a way as to preclude the unplanned use of such data for other purposes:

Description of separation rule:

- 1.4.1. Confidential Information maintained by the Receiving Party for the purpose of the Agreement are stored separately on a different server than the rest of the data managed by the Receiving Party;
- 1.4.2. Separation of development, test, staging, UAT and production environments.

2. Measures to ensure integrity

2.1. Data integrity

Measures to ensure that stored Confidential Information cannot be corrupted by means of a malfunctioning of the system:

Description of data integrity:

- 2.1.1. Database backup and mirroring of servers;
- 2.1.2. Daily backups of the systems;
- 2.1.3. Several backups, using multiple storage service providers;
- 2.1.4. Firewalls;
- 2.1.5. Internal and external periodic penetration testings and vulnerability scanings;
- 2.1.6. Antivirus software.

2.2. Transmission control

Measures to ensure that it is possible to verify and establish to which parties Confidential Information was transmitted or made available using data communication equipment:

Description of transmission control:

- 2.2.1. Password protected API method invocation over HTTPS protocol.

2.3. Transport control

Measures to ensure that the confidentiality and integrity of Confidential Information is

Pariplay Initials: DS

Company Initials: JD

protected during transmission and transport of data carriers:

Description of transport control:

- 2.3.1. Password protected API method invocation over HTTPS protocol;
- 2.3.2. Granting of access to limited users using password protection.

2.4. Input control

Measures to ensure that it can be subsequently verified and ascertained whether and by whom Confidential Information have been entered or modified in data processing systems:

Description of input control:

- 2.4.1. An authorization policy for the input, reading, alteration and deletion of data;
- 2.4.2. Unique authentication methods (credentials or passwords);
- 2.4.3. Archived data can only be accessed by system administrators, or upon specific request pursuant to change management policy.

3. Measures to ensure availability and resilience

3.1. Availability control

Measures to ensure that Confidential Information is protected against accidental destruction or loss:

Description of availability controls:

- 3.1.1. Database backup and mirroring of servers;
- 3.1.2. Several backups, using multiple storage service providers;
- 3.1.3. Uninterruptible power supply (UPS);
- 3.1.4. Remote storage;
- 3.1.5. Data storage is maintained in various regions;
- 3.1.6. Antivirus software;
- 3.1.7. Firewalls.

3.2. Quick recovery

Measures to ensure the ability to quickly restore the availability of and access to Confidential Information and used systems in the event of a physical or technical incident:

Description of quick recovery measures:

- 3.2.1. Business continuity policy;
- 3.2.2. Database backup and mirroring of servers;
- 3.2.3. Several backups, using multiple storage service providers;
- 3.2.4. Load balancing.

3.3. Reliability

Measures to ensure that the functions of the system are available and malfunctions are reported:

Description of reliability controls:

Pariplay Initials: 

Company Initials: 

- 3.3.1. Replication of data on a near real-time basis at the database layer;
- 3.3.2. Database backup and mirroring of servers;
- 3.3.3. Several backups, using multiple storage service providers.

4. Measures for the regular testing and evaluation of the security of data processing

4.1. Verification process

Measures to ensure that Confidential Information is processed securely and, where such information constitutes personally identifiable information according to any applicable data protection legislation, in compliance with data protection regulations:

- 4.1.1. Systems processing Confidential Information need to be certified by Gaming testing labs;
- 4.1.2. Internal and external periodic penetration testings and vulnerability scannings;
- 4.1.3. Annual internal risk assessment;
- 4.1.4. Annual definition of security goals;
- 4.1.5. Ongoing consultation with an external legal advisor in the field of privacy and data protection;
- 4.1.6. Designated team that is responsible for ensuring the implementation of information security procedures.

5. Encryption measures

Measures or operations in which a clearly legible text/information is converted into an illegible, i.e. not easily interpreted:

Description of encryption measures:

- 5.1. Encryption of laptops and USBs;
- 5.2. Encryption of data carriers;
- 5.3. Communication of Confidential Information is done via HTTPS protocol.

Pariplay Initials: 

Company Initials: 

SCHEDULE 6

DATA PROCESSING ADDENDUM

This data processing addendum (the "**Addendum**"), forms a part of the license agreement (the "**Agreement**") entered into by and between **Pariplay Limited (Isle of Man)**, a company organized under the laws of Isle of Man ("**Pariplay**" and/or "**Processor**"), and **Sunflower Seed B.V.**, a company organized under the laws of Curacao (the "**Licensee**" and/or "**Controller**") (with Pariplay on the one hand and the Licensee on the other hand who may also be referred to herein as a "**Party**", and collectively as the "**Parties**").

This Addendum shall be an inseparable part of the Agreement. Capitalized terms not defined herein will have the meaning set forth in the Agreement. For the purposes of this Addendum, the term "Pariplay" shall include Pariplay and/or its Affiliates.

By virtue of the Agreement, Pariplay may Process Agreement Personal Data on behalf of Licensee.

1. Definitions

In this Addendum, the following words and phrases shall (unless the context otherwise requires) have the meanings set out beside them:

- 1.1. "**Agreement Data Subject**" shall mean natural persons to which Agreement Personal Data relate.
- 1.2. "**Agreement Personal Data**" shall mean any Personal Data Processed by Pariplay or any Subcontractor pursuant to or in connection with the Agreement.
- 1.3. "**Applicable Laws**" shall mean any law that applies to any Agreement Personal Data.
- 1.4. "**Applicable Privacy Laws**" shall mean any data protection or privacy laws that apply to the Processing of Agreement Personal Data.
- 1.5. "**Personal Data**" shall mean any information relating to an identified or identifiable natural person.
- 1.6. "**Personal Data Breach**" shall mean breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed.
- 1.7. "**Processing**" of Agreement Personal Data, shall mean any operation or set of operations that are performed on Agreement Personal Data or on sets of Agreement Personal Data, whether or not by automated means.
- 1.8. "**Sell**", "**Sale**" or "**Selling**" of Agreement Personal Data, shall mean selling, renting, re-leasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, Agreement Personal Data to a third party for monetary or other valuable consideration.
- 1.9. "**Services**" shall mean the services to be provided by Pariplay to Company pursuant to the Agreement.
- 1.10. "**Subcontractor**" shall mean any person appointed by or on behalf of Pariplay to Process Agreement Personal Data on behalf of Company in connection with the Agreement, excluding any employee of Pariplay or of any such appointed person.

2. Authorization and Compliance

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- 2.1. It is acknowledged by the Parties that by virtue of the Agreement, Company is the party who determines the purposes and means of the Processing of Agreement Personal Data and Pariplay Processes Agreement Personal Data on behalf of the Company for the provision of the Services thereto.

Accordingly, Company is considered as the "controller" or the "business" and Pariplay is considered as the "processor" or the "service provider" (or different terms with similar meanings in any Applicable Privacy Laws) with regards to the Agreement Personal Data, by virtue of Applicable Privacy Laws.

- 2.2. Company shall, in its use of the Services, Process Agreement Personal Data in accordance with the requirements of all Applicable Privacy Laws. Without derogating from the generality of the above, Company bears the exclusive responsibility for assessing the lawfulness of the Processing of Agreement Personal Data, as well as the lawfulness of the transfer of Agreement Personal Data to Pariplay to Process Agreement Personal Data for the provision of the Services.
- 2.3. Pariplay shall only Process Agreement Personal Data on behalf of and in accordance with Company's documented instructions. Company's instructions for the Processing of Agreement Personal Data shall comply with Applicable Privacy Laws.
- 2.4. Pariplay acknowledges and confirms that it does not receive or Process any Agreement Personal Data as consideration for any services or other items that Pariplay provides to Company under the Agreement. Pariplay commits to refrain from Selling any Agreement Personal Data Processed hereunder, without Company's prior written consent, nor taking any action that would cause any transfer of Agreement Personal Data to or from Pariplay under the Agreement or this Addendum to qualify as Selling of such Agreement Personal Data.
- 2.5. The Parties agree that Pariplay shall Process Agreement Personal Data (i) in accordance with this Addendum and the Agreement, which set out the Company's instructions to Pariplay in relation to the Processing of Agreement Personal Data, and/or (ii) on documented instructions from Company, unless prohibited to do so by Applicable Laws to which Pariplay is subject. To the extent that Pariplay believes that an instruction given by Company does not comply with any Applicable Law, it shall refuse to comply with such instruction even if Company insists on it in spite of the notification of Pariplay.

3. **Pariplay's Personnel**

- 3.1. Pariplay shall ensure that access to Agreement Personal Data is strictly limited to those individuals who need to know or access the relevant Agreement Personal Data and as strictly necessary for the purpose of the Agreement.
- 3.2. Pariplay shall take all steps reasonably necessary to ensure that the individuals who may have access to Agreement Personal Data on its behalf (i) are informed of the confidential nature of Agreement Personal Data; and (ii) are subject to confidentiality undertakings or appropriate statutory obligations of confidentiality.

4. **Subcontractors**

- 4.1. Company acknowledges that Pariplay may engage third-party Subcontractors in connection with the provision of the Services.

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- 4.2. Pariplay shall ensure that the arrangement between Pariplay and any Subcontractor is regulated by a written agreement or other written instrument imposing on the Subcontractor undertakings that guarantee the protection for Agreement Personal Data as required by Applicable Privacy Laws.

5. Rights of Agreement Data Subject

- 5.1. Without derogating from the generality of the above, Pariplay shall (i) notify Company without undue delay of any request raised by an Agreement Data Subject in relation to Agreement Personal Data concerning them him or her to Pariplay; and (ii) refrain from responding to any such request, except on a written instruction of Company or as required by Applicable Law to which Pariplay is subject.
- 5.2. Taking into account the nature of the Processing of Agreement Personal Data by Pariplay, Pariplay shall assist Company by appropriate technical and organisational measures, insofar as this is possible and reasonable, for the fulfilment of Company's obligations to respond to a request raised by an Agreement Data Subject in relation to Agreement Personal Data concerning him or her. Pariplay may refer requests of Agreement Data Subjects received in relation to Agreement Personal Data concerning them and the Agreement Data Subjects making them, directly to the Company for its treatment of such requests. To the extent permitted under Applicable Law, Company shall be responsible for any costs arising from Pariplay's provision of such assistance.

6. Personal Data Breaches

- 6.1. Pariplay will notify Company of any Personal Data Breach affecting Agreement Personal Data without undue delay after becoming aware of the Personal Data Breach.
- 6.2. Unless the Personal Data Breach is entirely not under the responsibility of Pariplay, Pariplay will take those steps as Pariplay deems necessary and reasonable in order to mitigate the effects and to minimize any damage resulting from the Personal Data Breach, to the extent mitigation is within Pariplay's reasonable control.

7. Data Security

- 7.1. Pariplay shall implement and will apply the technical and organizational measures set forth in Schedule 5 of the Agreement to protect the security of Agreement Personal Data. Company has reviewed such measures and agreed that as to the Services the measures are appropriate taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the Processing of Agreement Personal Data.
- 7.2. Pariplay shall not be required to notify the Company of any deviation from the measures applied in Schedule 5 of the Agreement so long as it maintains a comparable or better level of security.

8. Deletion or Return of Agreement Personal Data

Within 60 days of the date of cessation of any Services involving the Processing of Agreement Personal Data by Pariplay (the "**Cessation Date**"), Pariplay shall, at Company's option and upon its written request, (i) delete all Agreement Personal Data in its possession or control, along with all copies, extracts and other objects or items in which it may be contained or embodied; or (ii) return to Company by secure file transfer in such format as available for the Services all Agreement Personal Data in its possession or control and delete all such Agreement

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Personal Data, along with all copies, extracts and other objects or items in which it may be contained or embodied; *provided, however*, that (i) to the extent that Pariplay is required by Applicable Law or by the order of a governmental or regulatory body to retain Agreement Personal Data, it shall be maintained for as long as such requirement apply; and (ii) Pariplay will be able to maintain such Agreement Personal Data that was such became part of Pariplay data and kept only for archival purposes.

9. **Information Rights**

Each of the Parties shall make available to the other Party any information reasonably necessary to such Party to demonstrate compliance with Applicable Privacy Laws.

10. **Audit Rights**

Pariplay will allow for and contribute to audits to demonstrate compliance with this Addendum in accordance with the following provisions:

- 10.1. Company shall provide at least six (6) weeks' prior written notice to Pariplay of a request to audit, provided that any such request shall occur no more than once in any twelve (12) calendar month period.
- 10.2. Upon receipt of the request under Article 10.1 above, Pariplay will inform Company if Pariplay has conducted an audit of its data protection and data security procedures in the preceding twelve (12) calendar month period, in which case Company agrees to exercise any right it may have to conduct an audit under this Addendum or under any other instrument (if any) by instructing Pariplay to provide Company with a summary of such most recent relevant audit report, which shall be considered Pariplay's confidential information.
- 10.3. To the extent that the Company requested an audit under Article 10.1 and Pariplay has not performed an audit pursuant to Article 10.2 during the twelve (12) calendar month period prior to the request, the audit shall be conducted by an independent third party auditor who is engaged and paid by Company, and is under a non-disclosure agreement requiring the auditor to maintain the confidentiality of all Pariplay's confidential information and all audit findings. All audits shall be conducted during normal business hours at Pariplay's principal place of business or other location(s) where Agreement Personal Data is Processed. Any such audit will result in the generation of an audit report, which shall be considered Pariplay's confidential information. Pariplay will make available to Company a summary of the relevant audit report.
- 10.4. The scope of any audit will be limited to Pariplay's policies, procedures, systems and controls relevant to the Processing of Agreement Personal Data.

11. **Miscellaneous**

- 11.1. This Addendum shall continue to be in force until the termination of the Agreement.
- 11.2. With regard to the subject matter of this Addendum, in the event of inconsistencies between the provisions of this Addendum and any other agreements between the Parties, including the Agreement, the provisions of this Addendum shall prevail.
- 11.3. The Parties hereby submit to the choice of jurisdiction stipulated in the Agreement with respect to any disputes or claims howsoever arising under this Addendum, and all non-

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contractual or other obligations arising out of or in connection with it are governed by the laws of the country or territory stipulated for this purpose in the Agreement.

- 11.4. If any provision of this Addendum is held by a court of competent jurisdiction to be unenforceable under Applicable Law, then such provision shall be excluded from this Addendum and the remainder of this Addendum shall be interpreted as if such provision was so excluded and shall be enforceable in accordance with its terms; *provided, however*, that in such event this Addendum shall be interpreted so as to give effect, to the greatest extent consistent with and permitted by applicable law, to the meaning and intention of the excluded provision as determined by such court of competent jurisdiction.

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