

GAMING SERVICES AGREEMENT

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This Gaming Services Agreement ("**Agreement**") is entered into with effect as of the Effective Date, by and between:

- (1) **Intuition Software Solutions Limited**, a company incorporated in accordance with the laws of Isle of Man, with company registration no. 015901V, headquartered at Chancery House, 2 Albert Street, Douglas, IM1 2QA, Isle of Man, as duly represented in the purpose hereof by Christopher John Davies, acting as Director (the "**Provider**");
AND
- (2) **Sunstar Impact N.V.**, a company incorporated in accordance with the laws of Curaçao, with company registration no. 152448, headquartered at Kaya Richard J. Beaujon Z/N, Curaçao, signing: Gouloud Hammoud obo Guardian Corporation Curaçao B.V (the "**Client**")

Provider and Client are hereinafter referred to individually as "**Party**" and collectively as the "**Parties**."

WHEREAS:

- A. The Provider has developed and/or possesses the proprietary and legal rights to offer Gaming Services (as defined below);
- B. The Client owns and operates one or more Websites (as defined below); and
- C. The Client wishes to procure Gaming Services on a Software as a Service (SaaS) basis, in accordance with the terms herein, and the Provider is willing to provide such Gaming Services on a SaaS basis in accordance with the terms of this Agreement.

Now, therefore, in consideration of the mutual obligations and undertakings contained herein, and subject to the terms hereinafter set forth, the Parties hereto agree as follows:

1. This agreement (the "**Agreement**") consists of this cover form (this "**Cover Form**"), the following General Terms & Conditions to Gaming Services Agreement, and the following schedules included at the end of this document that are incorporated in this Agreement by this reference:

Schedule 1 – Websites

Schedule 2 – Games Specific Terms

Schedule 3 – Blocked and Restricted Countries

Schedule 4 – Data Processing Details

Schedule 5 – Service Level Agreement

2. By signing below, Client confirms that it has received, reviewed and accepted the schedules incorporated in this Agreement by this reference.
3. Any notice or other communication required or permitted to be given hereunder or for the purposes hereof to any Party shall be in writing and shall be deemed effective if delivered in person or sent by email, and shall be regarded to have been given and received on the day it is so delivered at the address provided by the relevant Party, or on the



following day, if sent later than 17:00 local time of receipt. All notices shall be sent to the following (i) address or (ii) point of contact details:

For the Provider:

Arrise Solutions (Malta) Limited

Address: Falcon House, Block E, High Street, Sliema, SLM1544, Malta.

- a) For general queries:
ameurope@pragmaticplay.com;
- b) For invoice-related queries:
billing@pragmaticplay.com;
- c) For compliance-related queries:
compliance@pragmaticplay.com
- d) For contract-related queries:
legal@pragmaticplay.com
- e) For data protection related queries:
dpo@pragmaticplay.com

For the Client:

Sunstar Impact NV

Address: Kaya Richard J. Beaujon Z/N, Curaçao, signing: Gouloud Hammoud obo Guardian Corporation Curaçao B.V.

- a) For general queries: <mailto:legal@sunstarimpactnv.com>
- b) For invoice-related queries: finance@sunstarimpactnv.com
- c) For compliance-related queries: legal@sunstarimpactnv.com

and a copy to sunstarimpact@g-force-corporate-services.com

- 4. In the event of any inconsistency between this Cover Form and the General Terms & Conditions to Gaming Services Agreement, the provisions of this Cover Form shall prevail.



IN WITNESS WHEREOF each of the Parties hereto has caused this Agreement to be executed as of the Effective Date.

Signature of Provider


C J Davies (Mar 5, 2025 09:48 GMT)

Intuition Software Solutions Limited

By: Christopher John Davies

Title: Director

Date: 05/03/2025

Signature of Client



Sunstar Impact N.V.

By: Gouloud Hammoud

f/obo Guardian Corporation Curacao B.V.

Title: Corporate Director

Date: 20 February 2025

General Terms & Conditions to Gaming Services Agreement

1. Definitions

The terms in this Agreement shall have the meaning stated below:

Approval	means a Large Win which the Provider has confirmed is legitimate and is therefore not the result of a Software Defect (where “Approves” or “Approved” shall be construed accordingly).
Bets	means the total amount of wagers made by End Users on the Games.
Blocked Countries	are the countries stipulated in Schedule 3, which may be amended or supplemented via communication with the Client from time to time at the Provider’s reasonable discretion. The Client is prohibited from offering Games within Blocked Countries.
Branded Games	means the game(s) developed by the Provider using any third-party property or assets, as may be subject to additional commercial and regulatory terms, which, shall be deemed to be considered as Games forming part of the Gaming Platform.
Client Applicable Laws	means any domestic or foreign statute, law, common law, ordinance, binding policy and guidance which has the force of law, rule, administrative interpretation, regulation, order, writ, injunction, directive, judgement, decree, permit or requirement of any Licensing Authority and/or Competent Authority applicable to Client, this Agreement and/or the Provider in the Territory during the term of this Agreement. This includes Directive (EU) 2015/849, as amended by Directive (EU) 2018/843 and Directive EU 2018/1673, and any other local laws or regulations made under it, as may be supplemented or amended from time to time.
Competent Authority	means any governmental, judicial, regulatory, licensing or tax authority (including any court) in any jurisdiction applicable to this Agreement and the Parties' activities.
Confidential Information	means all information of whatever nature relating to the Party disclosing it or to any of its customers, suppliers or providers and shall include: (a) all information relating to the Gaming Platform including the processes, concepts and ideas behind the Gaming Platform; (b) All information relating to the terms and conditions set out in this Agreement, including for the avoidance of doubt any commercial information; (c) all information relating to the administrative, financial or operational arrangements of a disclosing Party which is of a secret or proprietary nature or is otherwise expressly stated by that Party to be confidential; (d) all technical and non-technical information, data, drawings, experience, trade secrets and know-how relating to the business affairs, products, services, customers and strategies of a disclosing Party, which is directly or indirectly disclosed to a receiving Party before or after coming into force of this Agreement, whether in writing, orally or electronically, including, without limitation, information or data relating to a disclosing Party’s products, systems, ideas, software, design methodology, evaluation methodology and criteria, manufacturing processes and related equipment, suppliers,

	customers, business plans, strategies and financial situation and any notes, memoranda, summaries, analyses, compilations or any other writings relating thereto; (e) any data or information of any description relating to End Users or their activities on their accounts in connection with the use of the Games, including personal and private information of End Users, (“Gaming Data”); and (a) all analyses, compilations, studies and other documents prepared by or on behalf of a disclosing Party and of its employees or advisors. Information in respect of which a receiving Party can prove any of the following shall not be deemed to be “Confidential Information” for the purposes of this Agreement: (a) it was in the public domain prior to the date of coming into force of this Agreement or entered public domain after that date through no wrongful act or default of a receiving Party; (b) it is already known to or in the possession of a receiving Party free of any obligation to keep it confidential at the time of disclosure; (c) it is disclosed by a receiving Party in accordance with the terms of a disclosing Party’s prior written approval; (d) it was received by a receiving Party expressly without obligation of confidence from a third party who did not acquire it under an obligation of confidence from a disclosing Party; (e) it was developed by a receiving Party completely independently of the information disclosed by the disclosing Party; (f) it is information which a receiving Party is obliged to produce pursuant to an order of a court or of a competent jurisdiction or administrative tribunal.
Data Protection Law	means any applicable data protection legislation in force from time to time in the Territory including, without limitation, national legislation implemented pursuant to Directive 95/46/EC (if any) and the General Data Protection Regulation (EU) 2016/679 (hereinafter ‘ GDPR ’).
Derivative Work	means a work that is based upon one or more pre-existing works, such as a revision, modification, adaptation, translation (including compilation or recompilation by computer), abridgement, condensation, expansion, or any other form in which such pre-existing works may be recast, transformed, or adapted, and that, if prepared without authorization of the owner of the copyright in such pre-existing work, would constitute a copyright infringement.
Disapproval	means a Large Win which Provider has disapproved due to being erroneous and the result of a Software Defect (where “Disapproves” and “Disapproved” shall be construed accordingly).
Documentation	means the materials and documents pertaining to the Gaming Platform and to this Agreement, including without limitation, user guides, manuals, diagrams, drawings, the Provider's relevant procedures and any other documents in relation to the Gaming Platform, or the fulfilment of the Provider's obligations hereunder.

Effective Date	is the date of full execution of this Agreement. Should the Agreement be signed at two different dates, the later date shall be regarded as the effective one.
End Users	are individual customers of the Client in the Territory.
Fees	shall have the meaning given to it in Clause 4.1 herein.
First Month	is the first full Month in which Games are made available on Websites with the possibility for End Users to place real money bets on the Games for the first time.
Force Majeure or Force Majeure Event	shall mean, with respect to the provision of the Gaming Services, any cause beyond the reasonable control of the affected Party, including any fire, explosion, flood, storm, earthquake, elements of nature or acts of God, outbreak, pandemic, acts of war, acts or attempted acts of terrorism, riots insurrection, civil disorders, or disturbances, rebellions or revolutions, strikes, lockouts, or labour difficulties (other than by staff of the affected Party), malicious acts of third parties (including theft or property damage), interruption of telecommunications service, electrical service, or breakdown of public infrastructure to the extent it affects a Party, and with respect to the obligations of the Provider hereunder, in relation to pandemics, epidemics or outbreaks.
Game(s)	shall mean any one or multiple online casino games as set out in Schedule 2, as applicable from time to time, made available on the Game Library whose availability is subject to the discretion of the Provider.
Gaming Platform	means the Provider's gaming platform upon which the Games are integrated for the purpose of this Agreement.
Gaming Services	means the services provided by the Provider to the Client whereby the Provider makes available the application programming interface (API) integration, the Games and access to the Game Library, the back office and technical support and maintenance service in accordance with the terms and conditions set out in this Agreement.
Game Library	means the Game Library made available by the Provider to the Client on the "Client Hub", accessible at https://clienthub.pragmaticplay.com/login/?path=/game-library/ and; https://livehub.pragmaticplay.com/login/?path=/game-library/ .
Go Live Date	means the first day in which the Games are made available to End Users through Websites.
Gross Gaming Revenue or GGR	means, for each Month, the total (Bets – Local Progressive Jackpot Contributions) less (Wins – Jackpot Wins – Initial Seed) on the Games
Group	means any person or entity directly or indirectly controlling, controlled by, or under common control with a Party. For the purpose of this definition, "control" (including, with correlative meanings, the terms "controlling", "controlled by" and "under common control with") means the power to manage or direct the affairs of the person or entity in question, whether by ownership of voting securities, by contract or otherwise.
Intellectual Property and Intellectual Property	means all intellectual property rights including, but not limited to, patents, designs, trademarks, service marks, certification marks, trade names,

Rights	copyrights, rights in computer software, source code, ,object code, design rights related and/ or neighbouring rights, rights in get up or trade dress, rights to goodwill or to sue for passing off or unfair competition, database rights, moral rights know-how and inventions, trade secrets, software, text, data, logos, artwork, likeness, images, sounds, documents, information, knowledge and materials (including ay updates, modifications enhancements, translations or other changes), rights to use and protect confidential information, domain names, URLs, whether or not registered or capable of registration, unregistered or pending, related to the Gaming Platform and whether subsisting in any specific country or countries or any other part of the world and together with any renewals, continuations or extensions thereof.
Jackpot Win	means a win by an End User of the Jackpot prize for the Jackpot Games. The Jackpot Win shall be an amount equal to the total of the seed value and the Local Progressive Jackpot Contributions pooled by the Client during that jackpot cycle.
Licensing Authority	means collectively, all international, federal, state, local, foreign and other governmental, regulatory and administrative authorities, agencies, commissions, boards, bodies and official responsible for or involved in the regulation of gaming or gambling activities within the jurisdictions which are the subject of this Agreement.
Live Casino Network Games	means online live casino games, which are part of the Games, made available on the Game Library whose availability is subject to the discretion of the Provider and subject to the commercial terms set out in Schedule 2.
Local Progressive Jackpot Games	means progressive jackpot games where the jackpot is only available to the Client's End Users, and which are part of the Games made available on the Game Library whose availability is subject to the discretion of the Provider and subject to commercial terms set out in Schedule 2.
Local Progressive Jackpot Contribution	means in respect of each Local Progressive Jackpot Game, the percentage of each Bet by an End User which will contribute to the jackpot pool as detailed in any participation rules the Provider may provide from time to time.
Main Bet	means the main bet placed by an End User on any blackjack game, excluding split bet, side bet or insurance.
Month	is a calendar month.
Native Language Tables	means generic live casino table(s), which are part of the Games, wherein the dealer is a native speaker of the language is not English, the availability of which is subject to the Provider's discretion and subject to the commercial terms set out in Schedule 2 of this Agreement.
Provider Applicable Laws	means any domestic or foreign statute, law, common law, ordinance, binding policy and guidance which has the force of law, rule, administrative interpretation, regulation, order, writ, injunction, directive, judgement, decree, permit or requirement of any Licensing Authority and/or Competent Authority applicable to Provider in the Territory, and to the extent applicable, where it holds a license and/or Games are certified during the Term.
Remote Communication	means shall mean communication using: (a) the internet; (b) telephone; (c) television; (d) radio; or (e) any other kind of electronic or other technology for facilitating communication.

Responsible Gambling	relates to the wide spectrum of actions and methods that seek to mitigate the possible negative repercussions of gambling to End Users.
Restricted Countries	are the countries stipulated in Schedule 3, which may be amended or supplemented via communication with the Client from time to time at the Provider's reasonable discretion.
SLA	means Service Level Agreement included in Schedule 5, which may be amended by the Provider from time to time.
Slots Games	means online casino games, which are part of the Games, made available on the Game Library whose availability is subject to the discretion of the Provider and subject to the commercial terms set out in Schedule 2.
Social Media Guidelines (Content Creators)	means the social media guidelines made available by the Provider to the Client from time to time and which regulate any engagement by the Client (directly or indirectly) of any third-party content creators.
Software Defect	means a defect or error which materially affects the proper functioning of the Gaming Platform (and which causes the Client direct loss or damage), but excluding any and all errors, defects or malfunctions which are not solely caused by the Provider.
Term	means the same as defined in Clause 8.1 of this Agreement.
Territory	Means worldwide except for Blocked Countries and, unless the Parties agree otherwise in writing, Restricted Countries
Website(s)	means any online gaming websites owned and/or operated by the Client upon which the Client makes the Games available to End Users in the Territory listed in Schedule 1 and any other domain approved by the Provider.
Wins	is defined as the total amount of winnings during the Game(s) as a result of wagers made by End Users excluding Jackpot Wins.

- 1.2. Unless the context otherwise requires, words in the singular include the plural and words in the plural include the singular and reference to one gender includes a reference to other genders.
- 1.3. A reference to any "Party" shall include that Party's personal representatives, successors and permitted assignees.
- 1.4. A reference to a particular statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time taking account of any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts, and subordinate legislation for the time being in force made under it.
- 1.5. A reference to a "clause" and "schedule" is to a clause and schedule of this Agreement and a reference to this Agreement includes this Agreement as amended or varied in accordance with its terms.
- 1.6. Any words following the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.7. Any capitalized terms not defined herein shall have the same meaning as the terms generally used in the gaming and gambling industry.

2. **Provision of Gaming Services**

- 2.1. Subject to the terms herein, including the payment of the consideration as set forth in Clause 4 of this Agreement, the Provider hereby undertakes to provide to the Client, and the Client hereby accepts from the Provider, the Gaming Services during the Term of this Agreement, for the sole purpose of offering End Users, accessing the Website(s), and which at all times shall be solely and exclusively owned and operated by the Client, the ability to participate in Games offered in the Gaming Services.
- 2.2. The provision of Gaming Services is granted subject to the following terms and conditions;
- a) the terms and conditions applying to rights granted to the End Users accessing any Websites and taking action to participate in any Games included in the Gaming Services must be in accordance with all Client Applicable Laws;
 - b) the Client will take all actions required to prevent End Users or any third-party from using the Gaming Services for anti-money-laundering purposes;
 - c) the Client shall not engage in illegal or unethical business practices, including the theft of player/End Users' data from others;
 - d) the Client shall use the Gaming Services in accordance with the requirements of its internet gaming licence (to the extent any is required). Furthermore, the Client shall only use the Gaming Platform and/or Documentation to enable End Users to participate in gambling by means of Remote Communication and the Client shall not, use the Gaming Platform and/or Documentation for the purposes of any land-based gambling activity (and such activity is specifically excluded from the rights granted under this Agreement);
 - e) the Client shall operate the Games in a fair and reasonable manner, consistent with the odds, pay-outs and general fairness required by the Provider;
 - f) the Provider is entitled to restrict the provision of Gaming Services to any countries, at its sole discretion and upon five (5) days prior notice to the Client, when such is commercially feasible;
 - g) the Client shall not provide the Gaming Services in any jurisdiction outside the Territory, for any purpose that is contrary to this Agreement or which is illegal, defamatory or otherwise inappropriate; and
 - h) the Client shall not provide Games to End Users located in the Blocked Countries or any other jurisdiction where gaming and/or gambling is illegal or otherwise promote the Games or offer support in Blocked Countries, and shall not provide Games to End Users located in Restricted Countries or otherwise promote the Games or offer support in Restricted Countries unless (i) the Client is in possession of a valid licence and (ii) the provision of the Games within Restricted Countries has been agreed between the Parties in writing in a Schedule attached to this Agreement).
- 2.3. Any change in control of the Client, directly or indirectly, without the prior written notification to the Provider, shall entitle the Provider to immediately terminate the Agreement, without derogating from any additional right of the Provider. Change of control shall mean either that the present controlling shareholders hold less than fifty-point one percent (50.1%) of the shares of the Client and/or that they do not have the right to nominate the majority of the members of the board of directors.
- 2.4. The Client hereby acknowledges and accepts that the Provider may, at its own discretion, withdraw or limit at any time the Client's right to use any of the Games. Provided that, (i) such withdraw or limitation of the Games, shall apply on a non-discriminatory basis in the Territory; and (ii) the Provider shall provide prior written notice to the Client of five (5) business days, when such notice is commercially feasible.
- 2.5. The Parties acknowledge and agree that the Provider or any affiliate of the Provider is the sole and exclusive owner of any and all related equipment used to provide the Live Casino Network Games, including but not limited to tables, cameras, electrical devices and environments. For the purpose of providing Live Casino

Network Games, Provider may use gambling software owned by the Provider or any affiliate of the Provider in conjunction with live images, subject to Client approval and any authorization(s) and or licenses required by Licensing Authority.

- 2.6. It is expressly agreed that the licence provided in this Agreement is in connection with and incidental to the provision of the Gaming Services and Client shall not be entitled to any other or additional licence and/or usage rights from the Provider. Any additional items, rights, products and/or services requested by Client may be provided for additional payment and as per terms to be agreed upon in relation to the subject matter thereto.
- 2.7. Provider may at its sole discretion offer Games to the Client under the terms of this Agreement. Notwithstanding the generality of the foregoing, certain games (including any Branded Games) may be subject to special or additional commercial conditions, regulatory requirements and/or fees which will be agreed between the Parties: (i) as at the Effective Date of this Agreement, in accordance with Schedule 2 of this Agreement; and/or (ii) at any time thereafter, through a written addendum to this Agreement. Any new games and terms thereto shall, upon acceptance by the Client, become part of the Gaming Services.

3. **Operation**

- 3.1. The Client shall be solely liable for the management and maintenance of all Websites and shall be responsible to secure and maintain during the entire Term of the Agreement, at its own expense, any and all requisite permits, consents, licenses, authorizations and certifications which may be necessary and shall be compliant with any requirements set out by the Licensing Authority or the Competent Authority.
- 3.2. Client shall:
- a) be in possession of and maintain the licence from the Licensing Authority and/or any Competent Authority and/or as may be required by Client Applicable Law and shall procure that it is in possession of all other appropriate licences and/or approvals as required to use the Gaming Services and Documentation and to offer End Users access to the Gaming Service;
 - b) comply with all requirements of Client Applicable Law, including but not limited to the Licence granted and with respect to all payments and transfers made by the Client to the Provider;
 - c) promptly inform the Provider of any non-compliance with Client Applicable Law including non-compliance with the terms of its licence, any Licence requirements, any complaint raised relating to a Game, determination, sanction, amendment or other communication of a material nature which either it or a member of its Group has received from the Licensing Authority or other Competent Authority that may materially affect its ability to continue to provide the Games to End Users in compliance with Client Applicable Law and any requirements pursuant to its License;
 - d) cooperate with the Provider's requests in respect of any actual or potential Claim (as defined hereunder) in order to mitigate losses in consultation with the Provider, and at all times act reasonably and in good faith with regard to the Provider;
 - e) ensure that the End Users' right to access the Games is subject to such persons being located in the Territory and of legal age to access the Games in the Territory; and
 - f) obtain any and all required and properly informed consents and permits from its End Users and, if required, from the applicable data protection authority, with respect of data protection, privacy and/or marketing to End Users with such consents being consistent with any applicable data protection legislation;
- 3.3. Notwithstanding any provision to the contrary contained herein, Client shall be responsible for all regulatory costs, fees and/or taxes payable to any governmental, semi-governmental, administrative, fiscal, judicial, or quasi-judicial body, department, commission, authority, tribunal agency (the "**Governmental Agencies**") for making the Games available through the Websites in any jurisdiction and any other charges which may be imposed by Governmental Agencies on Client with respect to the provision of Games by the Provider to the Client under the Agreement.

- 3.4. In no event shall the Provider be responsible for any action or omission of the Client, and it is expressly agreed that the Client shall be solely responsible for the disbursement of any payments including winnings (whether in cash or by other means) due to End Users and/or payments to any other third party and shall retain sufficient funds to fulfil such payments.
- 3.5. Each Party shall provide the other with such information as it may reasonably request from time to time in order to enable the requesting Party to comply with its information reporting and other obligations owed to any Competent Authority, in particular with respect to:
- a) Providing the Games to End-User (i.e. platform integration and/or gaming certificates)
 - b) the prevention of bribery, money laundering and the financing of terrorism;
 - c) the investigation of suspected cheating;
 - d) the combating of problem gambling and the foster of Responsible Gambling; and
 - e) the investigation of End Users' complaints.
- 3.6. The Client acknowledges that none of its activities (including promotion and marketing activities and the use of social media personalities and/or streamers) may include content, materials or services which are in any way unlawful, harmful, threatening, defamatory, obscene, harassing, or racially, ethnically or otherwise objectionable. For the avoidance of doubt, it shall be in the Provider's sole discretion to determine which activities shall be deemed unlawful, harmful, threatening, defamatory, obscene, harassing or racially, ethnically or otherwise objectionable.
- 3.7. Where the Client wishes to offer Games on websites which are not listed in Schedule 1, such shall be subject to the Provider's prior written approval, which approval may be conditioned or revoked in the Provider's discretion.
- 3.8. The Client shall ensure that, to the extent it directly or indirectly engages any third party content creators (including without limitation streamers, influencers or social media personalities) for any promotional or marketing activities involving the Provider or the Games, these shall: (i) be selected carefully after appropriate due diligence to ensure that their audience, content and behaviours are consistent with the Provider's social media strategy and the ethos and reputation of the Provider and its brand; (ii) at all times comply with the Social Media Guidelines (Content Creators) and any other guidance as may be distributed by the Provider time to time and (iii) be subject to made on appropriate contractual arrangements with the Client (including commercial terms) to ensure their continued compliance with the Social Media Guidelines (Content Creators). The Client shall take proactive steps to communicate, ensure compliance with and enforce the terms of this Agreement including the Social Media Guidelines (Content Creators) on such content creators; and work together with the Provider to ensure that any such social media promotional or marketing activities remain aligned with the Provider's broader strategic objectives including any social media promotional or marketing activities that may arise on other appropriate platforms. Where the Client fails to abide by this Clause, the Provider shall have the right to immediately suspend or terminate the Agreement at the Provider's discretion. Provided that, the Provider gives the Client a reasonable opportunity to rectify any issue (when such issue is able to be rectified, in the Provider's sole discretion). Moreover, the Provider reserves the right to terminate this Agreement in case the Client mismanages any Intellectual Property in a manner which may damage the Client's or the Provider's reputation or brand name or engages in promotional or marketing activities that breaches or is in any way inconsistent with the spirit and intention of the Social Media Guidelines (Content Creators), all as shall be determined by the Provider at its reasonable discretion.
- 3.9. Client represents, warrants and undertakes that it shall:
- a) maintain, at all times, strict fraud controls to ensure that cheating and other fraudulent or dishonest behaviour by End Users is kept to minimum; and
 - b) adopt, maintain and enforce appropriate defences in accordance with good industry practice and in compliance with all applicable laws which shall include relevant fair and transparent contractual terms and conditions in its standard End Users agreements to enable the Client to monitor unusual

patterns of gameplay, atypical play patterns and/or suspicious deposits and withdrawals patterns of their End Users and suspend cash-outs to End Users, withhold payments and withdrawals of winnings to its End Users and to void relevant transactions, such that winnings may be cancelled / voided in the event that Client or Provider should have reasons to suspect, at the reasonable discretion of either Provider or Client, that (i) a Game has been subject to game malfunction (including a Software Defect); or (ii) that the Game has been subject to fraudulent manipulation or tampering by an End User in such a way that an End User is able to cheat, influence the outcome of such Game, or otherwise create an unfair advantage in the outcome of a Game to its own benefit.

The Client agrees that and undertakes that Provider shall not be liable to Client in the event of any losses incurred by Client pursuant to the circumstances described in this Clause 3.9.

- 3.10. The format of the Gaming Services shall be determined by the Provider at its sole discretion.
- 3.11. The Client undertakes that the operations through the Websites shall operate on an on-going basis, without-interruption (24/7), and the Client shall maintain on-going maintenance and retain the required support to assure such on-going activity. The Client acknowledges that such continuous operation is of major importance to the Provider's reputation.
- 3.12. The Client understands and accepts that where a Game or other item is offered to and accepted by the Client, such offer shall be deemed to be at the request of the Client; and the Client shall be responsible for ensuring compliance of such Game or other item with Client Applicable Law.
- 3.13. The Client shall maintain on the casino dedicated page of each Website (and in such other locations as agreed between the Parties from time to time), the Provider's corporate trademark as well as the Provider's logo or any other similar material or link as required by Provider, all in accordance with guidelines provided by the Provider and agreed in writing to the Client from time to time.
- 3.14. The Client undertakes that it shall not, and shall not permit or allow any third party to, carry out any of the following, all of which shall be solely and exclusively under the authority of the Provider:
 - a) make any modifications or improvements to the Games for any purpose, including error correction or any other type of maintenance;
 - b) modify, remove or obscure any restrictive legend, copyright, trademark or proprietary notice placed on the Games and/or the Documentation;
 - c) copy the Games and/or the Documentation by any means for any purpose;
 - d) sell, assign, license, lease, rent, loan, lend, transmit, network or otherwise distribute, transfer or make available the Games and/or the Documentation except as permitted under the terms of this Agreement (if applicable);
 - e) copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the Gaming Platform and/or the Documentation in whole or in part except to the extent as permitted in this Agreement or in writing by the Provider;
 - f) attempt to derive the source code of the Games except as permitted by the Provider in writing;
 - g) use the Games and/or the Documentation or permit any third party to use the Games and/or the Documentation in any way that could adversely affect Provider's reputation or brand name;
 - h) use the Games, offer, permit third parties to offer, or facilitate the offering of, or otherwise market or promote the Games, features, or other content that are likely to infringe upon the Provider's rights, including but not limited to Intellectual Property Rights, and/ or which may breach or otherwise be deemed as defamatory and/or adversely affect Provider's reputation or brand name, as shall be determined by the Provider in its discretion. For the avoidance of doubt, this includes without limitation instances where cloned or replicated versions of the Games are being offered or facilitated by the Client;
 - i) allow streamers, influencers or social media personalities or other third parties engaged by the Client (directly or indirectly) to use, market or promote the Games in a manner that can be deemed inconsistent

with the spirit or intention of the Social Media Guidelines (Content Creators); and

j) display the Games to the public other than in connection with the Gaming Services provided hereunder.

- 3.15. Upon becoming aware of or suspecting any infringing behaviour that may fall under Clause 3.14 above, the Client shall immediately (i) notify the Provider, (ii) take down the infringing content from the Websites; (iii) procure that any third party cease such infringing behaviour; and (iv) take all steps, as determined by the Provider, to mitigate the effects of such behaviour. For the avoidance of doubt, failure by the Client to comply with the provisions of this Clause will entitle the Provider, at its sole discretion, to immediately terminate this Agreement, without limiting any of the Provider's other rights and remedies hereunder or under Provider Applicable Law.
- 3.16. The Client acknowledges that this Agreement is non-exclusive and that the Provider will offer and provide its Gaming Services to competitors of the Client.
- 3.17. The Client acknowledges that the Games and Gaming Platform are hosted on the Provider's and/or a member of its Group's servers, and that therefore no download or installation of the Games or Gaming Platform by the Client occurs, and the Client is not intended hereunder to acquire any know-how or information regarding the ideas and principles underlying the application, including its logic, algorithms or programming languages or techniques, all of which shall be solely and exclusively under the authority of the Provider.
- 3.18. It is the sole responsibility of the Client to be licensed, if applicable, and fully compliant with local regulations in the Territory.
- 3.19. Client is responsible for the planning and execution of the required acceptance testing following integration completion and prior to the Go-Live Date. Provider is responsible for providing relevant acceptance test procedures and for providing necessary resources that may be required during the acceptance tests. Testing must be performed according to plans formulated jointly by both Parties and will include full integration functionality testing. Provider will take no responsibility for the Gaming Platform unless required tests have been performed and the provided protocol has been verified and signed by the both Parties prior to the Go-Live Date.
- 3.20. The Client undertakes and commits to implement the Provider's enhancement tools as an integral part of the integration process, which tools include but are in no way limited the following functionalities: tournaments, prize drops, bonuses, free spins, jackpots, auto-payouts and mini lobby, to the extent that such functionalities are permitted by Client Applicable Law.
- 3.21. Client shall provide Provider with a test account allowing Provider to access the Websites and test the Games as though Provider was an End User of the Client. The Client agrees that (i) any test account created or used by the Client to access the Games must be notified to the Provider in advance (the "**Client Test Account**"); and (ii) GGR on such Client Test Account shall not exceed a maximum of ten thousand Euro (€10,000). For the avoidance of doubt, should the GGR on the Client Test Account exceed ten thousand Euro (€10,000), such excess amounts shall be taken into consideration for the purposes of calculating the Fee set out in Schedule 2 of this Agreement.
- 3.22. The Client shall provide adequate personnel and facilities prior to launch in order to effectively carry out the necessary performance testing of the Games on the Websites. Client shall support Provider in the preparation of test review documents in a reasonable and proactive manner.
- 3.23. Notwithstanding anything to the contrary in this Agreement, the Provider shall retain the right to request any documentation from the Client and the Client shall provide any such documentation requested, related to the Client in order to comply with the Provider's internal policies and in order to comply with Provider Applicable Law and any failure to provide such documentation shall enable the Provider to refuse or terminate or withdraw in whole or in part the provision of the Games and Gaming Services to the Client and on any such basis that the Provider may determine.
- 3.24. Nothing in this Agreement shall restrict or limit either Party's general obligation at law to mitigate any loss (including any legal losses, costs and/or expenses) it may suffer or incur as a result of an event that may give rise to a claim, including under any liabilities set out in this Agreement.

4. **Consideration and Payment**

- 4.1. The Client agrees and undertakes to pay the Provider the fees, consideration and compensation, as shall be set from time to time (the “**Fees**”) and as described in Schedule 2 hereto, for the Gaming Services and the additional rights and/or services granted herein.
- 4.2. The Provider reserves the right to ask the Client for an increase in the Fees provided in Schedule 2 of this Agreement. Such increase shall be negotiated between the Parties in good faith and agreed in writing.
- 4.3. Provider may at any time have all pay-out calculations reviewed by an auditor selected by the Provider and agreed by the Parties, and in the event Provider identifies irregularities in the cash redemptions or pay-outs to End Users or the Fees payable to Provider, Client shall immediately pay Provider the resulting increased Fees as well as, in case of a discrepancy of more than three percent (3%) in the Fees payable, the Client will be liable for all costs and fees arising from the appointment of the auditor.
- 4.4. The Provider shall invoice the Client for the Fees on a monthly basis, for the preceding Month. The Client shall pay the Provider, by way of bank transfer, within thirty (30) days from the date of the invoice, the full amount of said invoice. Unless stated otherwise on the invoice, all payments under this Agreement are to be made in Euro (€) only. Notwithstanding the foregoing, if Client disputes any item of the invoice in good faith, it shall be entitled to withhold payment solely for the disputed item pending resolution of the dispute and not for the total invoice amount which shall be always paid in accordance with this clause. Any dispute to an invoice issued by the Provider has to be claimed within one (1) month from the date of issue of the invoice, following the lapse of one (1) month from the issuance of the invoice, no disputes raised will be considered by the Provider.
- 4.5. The Fees, unless agreed otherwise, are exclusive of all taxes (such as Value Added Tax, where applicable), duties, fees, excises or tariffs. Such charges, taxes, duties, fees, excises or tariffs shall be paid by the Client at the rate prevailing at the same time as paying the Fees. For the avoidance of doubt, the Provider shall be responsible for any taxes imposed on the Provider's income resulting from this Agreement.
- 4.6. The Fees are exclusive of all taxes, duties, fees, excises or tariffs, which shall be paid by the Client. All payments made hereunder shall be free and clear of, and without deduction for or on account of, any present or future taxes, including withholding taxes, imposed or levied by any jurisdiction from or through which such payment is made by the Client (“**Applicable Taxes**”). The Client will indemnify the Provider in respect of any Applicable Taxes and shall pay the Provider such amount as may be necessary to ensure that the Provider receives a net amount equal to the full amount which it would have received had such payment not been subject to Applicable Tax.
- 4.7. The Fees stipulated in this Agreement set out the Fee in relation to all GGR emanating from the Client’s organic economic growth. If the Client is merged or acquires a third party which also has an agreement with the Provider, such merger and/or acquisition shall not automatically result in the newly acquired company’s inclusion in the aggregate global pricing. Should the Client be involved in a merger or acquisition then:
- a) If, as a result, the Client acquires or merges with an existing customer of Provider (or another company within the Provider’s Group), the agreement in force between the Provider (or another company within the Provider’s Group) with the licensed customer will continue to be in force until its term expires, after which the Parties will renegotiate the terms;
 - b) In cases other than those mentioned in (a), the Fees stipulated in this Agreement shall apply to the GGR generated by the Client’s organic growth and the acquired business volumes once migrated over to the Provider’s Gaming Platform in accordance with this Agreement.
- 4.8. For the avoidance of doubt, Fees shall only be considered as paid when payment is made to and received in the Provider’s designated payment systems and/or bank accounts (as notified by the Provider to the Client from time to time).
- 4.9. For the avoidance of doubt, the Parties agree that if the GGR for any Websites and for any product provided by the Provider to the Client results in a negative amount in any calendar month, the GGR for that Website shall be set to zero for the purpose of calculating the Fees. No negative results shall be permitted to be carried over

to the following calendar month(s), nor shall any negative results of any Website be deducted from positive amounts generated by other Websites.

- 4.10. The calculations for issuing invoices by the Provider to the Client (including any deductions) shall be derived exclusively from the data recorded within the Provider's back-office system. The Parties acknowledge and agree that the data extracted from the Provider back-office system shall be deemed final and conclusive for the purpose of determining the amounts invoiced to the Client.

5. Intellectual Property Rights

- 5.1. The Client hereby acknowledges and agrees, and shall ensure that the End Users acknowledge and agree, that the Provider owns solely and exclusively, or is duly authorised and licensed to use, any and all right, title and interest in and to the Gaming Services and/or Documentation (as applicable), including any other modification, enhancement, adaptation, translation or other change of or addition to the Gaming Services and/or Documentation or Provider's Intellectual Property Rights, even if developed by the Client or by the Provider based on ideas, suggestions, specifications, demands or proposals by the Client, End Users, parties affiliated to the Client, or any other third party. Without derogating from the generality of the aforesaid, the Client irrevocably assigns to the Provider all rights, title, goodwill and interest it may have or may acquire in and to all such rights, including, without limitation, patent, copyright, trademark, trade secret or know how. The license provided by the Provider to the Client with respect to any Provider Intellectual Property hereunder is a limited, personal and non-transferable, non-exclusive royalty-free license and is solely for use by the Client and not for further distribution and/or any sub-license, reproduction, modification or public display, and solely for the purpose of provision of the Gaming Services by the Provider to the Client.
- 5.2. The Provider reserves any and all rights not expressly granted herein, including, without limitation, any and all rights to the source code of the Gaming Service, modification rights, translation rights, rental rights or any other rights. Further, nothing in this Agreement shall be construed to confer any rights upon the Client or any third party by implication, estoppel or otherwise, except as specifically stated.

6. Confidentiality

- 6.1. Neither Party shall disclose Confidential Information to any person or entity except its employees or consultants, or those of its wholly-owned companies (directly or indirectly), who are required to have the Confidential Information in order to assist it in acting as contemplated by the Agreement, and only to the extent necessary. Prior to disclosing any Confidential Information to such employees or consultants, the disclosing Party shall all have ensured that they are aware of the provisions of this Agreement and have signed non-disclosure agreements with non-use and non-disclosure terms substantially similar to those contained in this Agreement. Either Party shall bear full responsibility and liability for the actions of such employees and consultants concerning the Confidential Information, at all times, regardless of termination of any labor, employment or other relationship with any such employees and consultants. Either Party shall treat the Confidential Information as strictly confidential and with at least the degree of care that it treats similar materials of its own in order to prevent unauthorized disclosure of Confidential Information to others, or a higher standard of care if reasonable under the circumstances.
- 6.2. Neither Party shall use Confidential Information for its own use or for any purpose except as contemplated by the Agreement such use being incidental to the provision of the Gaming Services.
- 6.3. Without derogating from any rights under law or under this Agreement, the Parties shall immediately notify each other upon discovery of loss or unauthorized disclosure or use of Confidential Information.
- 6.4. The Parties agree that this Clause 6 shall survive the termination of this Agreement.
- 6.5. The Client grants the Provider a limited right to use and process any of the Client's Gaming Data solely for the purposes of this Agreement and for use in aggregate form for research and game development purposes and for record maintenance and analytical purposes only as may be needed.

7. Limitation of Liability and Additional Covenants

- 7.1. THE CLIENT ACKNOWLEDGES THAT THE GAMING SERVICES AND ANY OTHER ITEMS USED OR PROVIDED IN CONNECTION WITH SUCH GAMING SERVICES OR THE PERFORMANCE OF ANY SERVICES HEREUNDER ARE PROVIDED "AS IS", AND THE PROVIDER DOES NOT WARRANT THAT THE USE OF ANY GAMES OR GAMING SERVICES FURNISHED IN CONNECTION WITH THIS AGREEMENT WILL BE UNINTERRUPTED OR ERROR-FREE.
- 7.2. THE PROVIDER PROVIDES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE GAMING SERVICES OR ANY OTHER PRODUCTS, GAMES, DELIVERABLES OR SERVICES PROVIDED BY THE PROVIDER, AND THE PROVIDER SHALL BEAR NO LIABILITY RESPECT TO ANY AND ALL DAMAGES WHICH MAY BE INCURRED PERTAINING TO THIS AGREEMENT, SUCH AS AND INCLUDING ANY DIRECT DAMAGES AND ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL AND PUNITIVE DAMAGES AND ANY LOSS OF PROFITS (WHETHER DIRECT OR INDIRECT), LOSS OF ANTICIPATED SAVINGS, LOSS OF BUSINESS OPPORTUNITY AND LOSS OR CORRUPTION OF DATA. THE CLIENT ACKNOWLEDGES THE ABOVE AND CONFIRMS THAT THE FINANCIAL TERMS OF THIS AGREEMENT TAKE INTO ACCOUNT SUCH LIMITATION OF LIABILITY.
- 7.3. NOTWITHSTANDING ANY OTHER CLAUSE IN THIS AGREEMENT, IN NO EVENT WILL THE LIABILITY OF THE PROVIDER TO THE CLIENT FOR ANY CLAIM EXCEED THE TOTAL SUM OF THE LOWER OF (A) €100.000 (ONE HUNDRED THOUSAND EURO) AND (B) THE PAYMENTS RECEIVED FROM THE CLIENT BY THE PROVIDER IN THE 12 (TWELVE) MONTHS PRECEDING ANY CLAIM (HEREINAFTER THE '**MAXIMUM LIABILITY CAP**').
- 7.4. Without limiting any of the Provider's other rights and remedies hereunder or under Provider Applicable Law, the Client agrees to defend the Provider and its shareholders, directors, officers, employees and other representatives against all suits, claims or other actions filed against them regarding the Client's actions or omissions, and further agrees to indemnify the Provider and the Provider's affiliated parties upon written demand, and to hold them harmless from any damages, losses and expenses, including reasonable attorneys' fees, and those payable to a third party by the Provider or any party affiliated to the Provider, including any claim by an Operator or third party purporting a breach of the Client's warranties or undertakings in this Agreement and/or breach of this Agreement.
- 7.5. If, during the Term of this Agreement and subject to Clause 3.9 above, Client becomes aware of any Software Defect, Client shall, within forty-eight (48) hours of becoming aware of such Software Defect, notify the Provider in writing by sending an e-mail with SOFTWARE DEFECT NOTIFICATION in the header to support@pragmaticplay.com, and to livescasinosupport@pragmaticplay.com for Live Casino, and shall provide to the Provider detailed information regarding such Software Defect ("**Software Defect Notification**") and the Provider shall be liable for correcting any such Software Defect in accordance with the service levels set out in Schedule 5 of this Agreement. Notwithstanding the foregoing, where such Software Defect is (a) not solely attributable to the Provider; and/or (b) results from incorrect use of the Gaming Platform or from the use of the Gaming Platform in combination with any other system or software; and/or (c) the Software Defect Notification is not provided by the Client to the Provider in accordance herewith, no liability shall be borne by the Provider, whether under this Agreement or otherwise. For the avoidance of doubt, the notification requirements set out herein shall apply to (i) any single win by an End User on a Game that is not a Large Win (as defined hereunder); and (ii) any Software Defect regardless of it result or not in an erroneous win or overpayment to an End User.
- 7.6. With respect to any single win by an End-User on a Game which exceeds the amount of ten thousand Euro (€10,000) (a "**Large Win**"), the Provider shall only be liable under the terms of this Agreement (subject always to the Maximum Liability Cap) when the Client has duly complied with the procedure stipulated as follows:
- a) Upon a Large Win taking place Client shall within forty-eight (48) hours notify the Provider by sending an e-mail with LARGE WIN NOTIFICATION in the header to support@pragmaticplay.com, and to livescasinosupport@pragmaticplay.com for a Large Win on

Live Casino, of the same (“**Large Win Notification**”) and shall provide sufficient information to enable Provider to determine whether the Large Win is a result of a Software Defect or other defect or error that the Parties should be aware of for the purposes of (i) the Provider remedying such error or defect; (ii) determining the Provider’s liability in accordance with the Maximum Liability Cap; and (iii) enabling the Client to enforce its terms and conditions in order to withhold or decline payment of a Large Win on the basis that it results from a Software Defect.

- b) If Provider, within a forty-eight (48) hours period from the date of receipt of the Large Win Notification (i) Approves the Large Win; or (ii) fails to respond to the Large Win Notification within such forty-eight (48) hours period, then the Large Win shall be deemed to be legitimate (and therefore not the result of a Software Defect).
- c) If Client (i) has failed to provide the Large Win Notification, or (ii) paid the Large Win without having waited forty-eight (48) hours as stipulated in sub-clause (b) above; or (iii) has made the payment in any event after receiving a Disapproval from the Provider; or (iv) Client has made a payment to an End User which is not the result of a Software Defect; or (v) Client has not complied with Clause 3.9, then Provider shall have no liability to Client, and Provider shall not be required to compensate Client for any losses incurred as a result of such Large Win(s). In such case, Client accepts full responsibility and liability and has no recourse to seek reimbursement from the Provider for such payment.

7.7. If any claim or potential claim is brought, threatened or notified against or to the Client in respect to which liability may be sought from the Provider pursuant to this Agreement, including but not limited to those claims made under this Clause 7 (“**Claim**”), the Client must notify the Provider in writing within seven (7) business days of receipt by Client of documentation of the Claim and prior to responding to the party making the Claim. Client shall cooperate with the Provider in all reasonable respects in connection with the defence of the Claim. The Provider may, upon written notice thereof the Client, undertake to conduct all proceedings or negotiations in connection therewith, assume the defence thereof, and, if it so undertakes, it shall also undertake all other required steps or proceedings to settle or defend any such Claim, including the employment of counsel at the Provider’s expense. For the avoidance of doubt, Client may not undertake any action in response to any Claim except as set out in this Clause and may not admit liability in respect of such Claim and shall not agree to any compromise or settlement of any such Claim. Non-observance of this Clause by the Client shall result in loss of the Client’s rights to compensation under this Agreement. For the avoidance of doubt, no liability shall be borne by Provider for any actions or losses incurred by the Client prior to the notification being received by the Provider.

7.8. The Provider shall have no obligation to compensate Client hereunder for claims based on (i) any Game, Gaming Service, or any other item or element, or portions thereof, not supplied by the Provider as an integral part of the Gaming Platform, (ii) modifications and changes to any Game, Gaming Service, Intellectual Property, or any other item or element, or portions thereof, made by the Client, or otherwise made in accordance with Client’s specifications, (iii) any Game, Gaming Service, or any other item or element, or portions thereof, modified by a party other than the Provider and without the Provider’s authorisation, to the extent the alleged infringement relates to such modification, (iv) any Game, Gaming Service, or any other item or element, or portions thereof, supplied by the Provider when combined with other items not supplied by the Provider, where the alleged infringement relates to such combination and not to the item supplied by Provider, (v) Client’s continuing allegedly infringing activity after being informed of and offered modifications or reasonable alternatives that would have avoided the alleged infringement, (vi) Client’s use of the Gaming Platform not in accordance with this Agreement, (vii) third party products, or (viii) any act or omission not attributable to the Provider, such as an act or omission of the Client in breach of this Agreement or of a third party.

7.9. Notwithstanding anything to the contrary in this Agreement, if a judgment is obtained by a third-party against continued use of any of the Gaming Services or part thereof for any reason including but not limited to third-party Intellectual Property Infringement or any software defect, the Provider shall, at its sole discretion and at no extra cost or liability, either:

- a) Modify the item or items which have been determined to be infringing so that they no longer infringe without loss of material functionality, performance or value to Client; or
- b) Acquire a license or licenses to provide the Client with such rights as may be necessary to eliminate the infringement; or
- c) Substitute non-infringing items of its own devising permitting continued use without material change to functionality or effectiveness; or
- d) Withdraw the offering of the Game(s) from the Gaming Platform.

Where a Game has been modified, replaced or withdrawn, as a result of a Claim, the Parties agree that no additional costs or liability shall be borne by the Provider in relation to such Claim following the date of the modification, replacement or withdrawal has taken place, and the Client undertakes to mitigate any further loss (including legal expenses) it may suffer or incur, as a result of that Claim, including under any liability set out in this Agreement.

- 7.10. Nothing in this Agreement shall exclude or limit either Party's liability for any acts of wilful misconduct, gross negligence or fraud.

8. Term and Termination

- 8.1. Term. This Agreement shall be effective from the Effective Date, and it shall continue for an initial period of one (1) year (the '**Initial Period**') unless terminated by each Party upon a ninety (90) day prior written notice to the other Party. Following the lapse of such Initial Period, the Agreement shall automatically renew for consecutive one (1) year periods (each a '**Renewal Period**') unless either Party terminates the Agreement in accordance with Clause 8.2 – 8.3, or by either Party upon a sixty (60) day prior written notice to the other Party.
- 8.2. Either the Provider or the Client may terminate this Agreement, immediately upon given written notice to the other Party, upon the occurrence of any of the following events:
- a) the insolvency of the other Party, or the other Party executes an assignment for the benefit of its creditors, or any Party dissolves, is wound up or ceases to carry on business, or the other Party becomes subject to receivership, bankruptcy or similar proceedings; or
 - b) the breaching Party commits a fundamental breach of any term of this Agreement and (in the case of a breach capable of being remedied) fails, within twenty-one (21) days after the receipt of a request in writing from the other Party to do so, to remedy the breach.
- 8.3. Without derogating from Clause 8.2 above, the Provider retains the right to suspend or terminate this Agreement, at its sole discretion, immediately upon providing a written notice to the Client, should any of the following events occur:
- a) The Client is in default of any Fee owing hereunder for more than fifteen (15) days following written notification from the Provider;
 - b) The Client is in default of any of the provisions of clauses 2.2. (a) to (g), 3.2, 3.3, 3.5, 3.6 or 3.14.
 - c) The Client is in default of Clause 6 of this Agreement.
 - d) The Client no longer possesses the licence, authorisation or permit (whether such is cancelled, revoked, suspended or not renewed);
 - e) The goodwill or reputation or good name of the Provider, the Gaming Services or the business operations of the Provider are harmed by any actions of the Client or the continuation of the engagement with Client will have a detrimental impact on the Provider and/or any of its affiliates to be qualified for or to hold or maintain any license, permit or approval which is granted or to be granted, all as shall be determined by the Provider, at its reasonable discretion by providing prior written notice;

- f) A Competent Authority or Licensing Authority: (i) notifies or recommends that the Provider should prevent the Client from using the Gaming Services and/or Documentation; or (ii) threatens or instigates regulatory enforcement proceedings or actions against the Provider as a result of the engagement with the Client;
 - g) If the Provider finds that the revenue generated through this Agreement fall below Two thousand Euro (€ 2.000) per month on average for a continuous period of six (6) Months.
- 8.4. Prior to termination by the Provider pursuant to Clause 8.3(e), the Provider shall notify the Client in writing thereof.
- 8.5. Upon receipt by the Client of written notice of termination from the Provider or termination by the Client, the Client shall immediately:
 - a) cease using the Gaming Services and Documentation;
 - b) remove any Gaming Services and/or any part or copies thereof that may be installed on any of its computers; and
 - c) deliver up to the Provider or destroy or erase (as the Provider may direct) any records of whatsoever nature in the possession, custody or control of the Client which contain any Confidential Information or which are produced or received by the Client;
 - d) within ten (10) days thereafter, provide to the Provider, in such form as is satisfactory to the Provider, a sworn statement confirming that the Client has complied with the foregoing; and
 - e) pay all the outstanding Fees due to the Provider.
- 8.6. The Provider may terminate this Agreement without liability to the Client but subject to the payment of any Fees still due to the Provider, in the event that the licence issued by Licensing Authority or any other Competent Authority to the Client is suspended, cancelled or revoked and not renewed or replaced at the same time.
- 8.7. The provisions of Clauses 5, 6, 7, 8, 9 and 10 and any additional clauses that by nature shall survive the termination of the Agreement, shall remain in full force and effect thereafter.

9. Data Protection & Processing

- 9.1. For the purposes of this Clause, the terms “Controller”, “Processor”, “Personal Data”, “Data subject” and “Processing” shall have the meanings given to them in the GDPR.
- 9.2. In the event that the Provider should process any personal data on behalf of the Client and/or its End Users or otherwise in connection with this Agreement (“**Personal Data**”), it is agreed that in doing so:
 - a) the Provider shall be a Processor, and the Client shall be the Controller in respect of such Personal Data;
 - b) details of the processing are set out in the Schedule 4 below;
 - c) the Provider shall:
 - i. only process such Personal Data as is strictly necessary (i) to provide the Services; (ii) to comply with Provider Applicable Law and this Clause 9; or (iii) in accordance with the Client’s express written instructions from time to time; and
 - ii. ensure that appropriate operational and technical measures are in place to safeguard against any unauthorised or unlawful processing of the Personal Data of End Users and against accidental loss or destruction of, or damage to, Personal Data of End Users and in order to ensure a level of security, as required pursuant to Article 32 of the GDPR.

- 9.3. The Client shall ensure that it has all necessary appropriate consents and notices in place to enable the lawful transfer of Personal Data for the duration and the scope of the Agreement, especially the specific authorization to transfer personal data outside the EEA.
- 9.4. The Provider shall make available a list of sub-Processors from time to time as requested by the Client. Furthermore, the Provider shall not appoint a sub-Processor without the approval of the Client and ensure that such sub-Processor(s) complies with the terms applicable to Provider in this Clause 9. Where any sub-processor fails to comply with the Data Protection Laws or this Agreement, the Provider shall remain liable to the Client for the performance of the sub-Processor.
- 9.5. At the end of the Term (or earlier if required under Data Protection Law), the Provider shall promptly stop the processing of any Personal Data and, to the extent permitted by Provider Applicable Law, delete or return to Client (at Client discretion) all Personal Data and, upon request by Client, shall make available to the Client information necessary to confirm compliance with such deletion or return of Personal Data.
- 9.6. The Provider shall not otherwise modify, amend or alter the contents of the Personal Data of End Users unless specifically authorised to do so in writing by the Client who is acting on the request of a Data Subject.
- 9.7. The Provider shall promptly comply with any request from Client requiring Provider to amend, transfer or delete Personal Data (however this subparagraph shall always be subject to any obligation imposed on Client under Client Applicable Law).
- 9.8. In the event that the Provider receives any complaint, notice, request or communication (from a competent data protection regulator or an End User) which relates directly or indirectly to the processing of Personal Data or to either Party's compliance with Data Protection Law, the Provider shall promptly notify the Client and it shall provide the Client and the competent data regulator (if applicable) with full co-operation and assistance in relation to any such complaint, notice or communication.
- 9.9. The Provider shall notify the Client if it considers, in its opinion that any of the Client's instructions infringes any of the Data Protection Law requirements.
- 9.10. The Provider shall notify the Client without undue delay if it becomes aware of any unauthorised or unlawful processing, loss of, damage to or destruction or breach of any Personal Data.
- 9.11. The Provider shall maintain records of processing carried out in respect of Personal Data.
- 9.12. Throughout the term of this Agreement, the Provider shall:
- a) ensure that all individuals, parties or other entities with access to Personal Data are bound by industry standard confidentiality obligations which include keeping Personal Data confidential;
 - b) take appropriate technical and organisational measures against the unauthorised or unlawful processing of Personal Data, and against the accidental loss or destruction of, or damage to Personal Data, including:
 - c) implementing suitable encryption of Personal Data;
 - d) testing its security measures;
 - e) make available to the Client on request all information necessary to demonstrate compliance with Clause 9.11 of this Agreement and the Data Protection Law, and shall allow for and contribute to audits, including inspections, by the Client or an auditor mandated by the Client in relation to the Processing of the Personal Data by the Provider. The Client shall give the Provider reasonable notice of any audit or inspection to be conducted, at the Client's expenses, and shall make (and ensure that each of its mandated auditors makes) reasonable endeavours to avoid causing (or, if it cannot avoid, to minimise) any damage, injury or disruption to the contracted Processors' premises, equipment, personnel and business while its personnel are on those premises in the course of such an audit or inspection;
- 9.13. The Client shall ensure that it has all necessary appropriate consents and notices in place to enable the lawful transfer of Personal Data for the duration and the scope of the Agreement.

9.14. The Client shall notify the Provider of any request for data processing in writing by sending an e-mail with DATA PROCESSING INSTRUCTIONS AND SUNSTAR IMPACT N.V. in the header to the email address for data protection related queries set out in the Cover Form.

10. **Force Majeure**

10.1 Except for Client's payment obligations in this Agreement, neither Party shall be liable for any delay or failure to perform any material obligations under the Agreement, if the failure is due to an event of Force Majeure.

10.2 If a Force Majeure Event continues and so prevents the performance by the affected Party of its obligations hereunder for more than sixty (60) days or any sixty (60) days in aggregate in any continuous period in excess of ninety (90) days, either Party shall be entitled to terminate the Agreement immediately.

11. **Miscellaneous**

11.1 This Agreement, including all Schedules attached hereto, is the entire agreement and understanding between the Parties relating to the subject matter hereof and supersedes any previous agreement or understanding between the Parties in relation to such subject matter and the Parties have not relied on and will have no remedy in regard to any statement, warranty, representation, understanding, undertaking, promise or assurance, made pre-contractually or otherwise, of any person other than as expressly set out in this Agreement.

11.2 Amendments to this Agreement shall be agreed in writing and signed by both Parties.

11.3 This Agreement shall be governed by and construed and interpreted in accordance with the laws of England and Wales without giving effect to its conflict of law principles. The Parties agree to be subject to the sole and exclusive jurisdiction of the courts located in England and Wales.

11.4 The Client may not assign or delegate any of its rights under this Agreement without the prior written consent of the Provider, and any such unauthorized assignment shall be null and void, and in no event shall this Agreement be deemed an agreement in favour of any third party, and no term of this Agreement is intended to confer a benefit on or be enforceable by any person who is not a party to this Agreement.

11.5 This Agreement shall not be deemed to create an agency, partnership, employment, joint-venture or any relationship other than that of independent contractors between Provider and Client.

11.6 This Agreement may be signed in counterparty and transmitted by the Parties in digital form (for example: .jpg, pdf, *.tif) and if so signed and transmitted shall be deemed to have the same effect as if the original signature had been delivered to the other Party.

11.7 This Agreement has been drafted and executed in the English language, and in case of any discrepancies between this English version and any further translated versions of this Agreement, this English version shall prevail.

11.8 Press Release. Client recognizes that due to market rules and regulations applicable to Provider or Provider's parent companies, Provider may issue press releases informing the public the entering into of this Agreement or the launch of the Games on Website(s). For any other press releases, the Parties may agree on the content (and timing) thereof.

11.9 Reference. Client undertakes that the Provider shall have the right to mention the fact the Client is a Provider's customer.



Schedule 1

WEBSITES

1. www.10bet.com_____
2. _____
3. _____
4. _____
5. _____



Schedule 2 Games Specific Terms

The Client shall pay the Provider the following on a monthly basis in consideration for the Gaming Services (collectively, the "**Fees**");

1. Considerations

1.1. As of the Go-Live Date and every Month thereon, during the Term of this Agreement, Client shall pay Provider as follows ("**Fee**") where the Fee is a tiered revenue share, calculated monthly based on the GGR earned in each Month for the Game(s):

For illustrative purposes only, the below is an example of the calculation of the Fee on a tiered revenue share basis:

Where the GGR in a month is €750,000, the 9% rate shall apply on the first €500,000 and the 8% rate shall apply on the remaining €250,000.

Type of Game	GGR and Fee	Additional Terms
Slot Games; Crash Games (including but not limited to Spaceman);	Commercial terms applicable for Asian Markets (excluding jurisdictions where KRW and IDR currencies are applicable): USD 0 – USD 500,000: 7% (seven percent) USD 500,001 – USD 2,000,000: 6% (six percent) Over USD 2,000,000: 5% (five percent) Commercial terms applicable for Non-Asian Markets (unregulated): EUR 0 – EUR 500,000: 9% (nine percent) EUR 500,001 – EUR 1,000,000: 8% (eight percent) Over EUR 1,000,000: 7% (seven percent) Calculated on GGR For the avoidance of doubt, the following volumes shall be accounted for separately • Volumes generated from regulated markets and unregulated markets; • Volumes generated from different regulated markets; and • Volumes generated from different continents.	
Live Casino – Network		Blackjack Side-Bets Fee: Client shall additionally

Games (including Blackjack X)	<u>Commercial terms applicable for Asian Markets (excluding jurisdictions where KRW and IDR currencies are applicable):</u> Live Casino Network Games Excluding Blackjack: USD 0 – USD 500,000: 8% (eight percent) USD 500,001 – USD 2,000,000: 7% (seven percent) Over USD 2,000,000: 6% (six percent) Live Casino Network Games Including Blackjack: USD 0 – USD 500,000: 10% (ten percent) Over USD 500,000: 9% (nine percent) <u>Commercial terms applicable for Non-Asian Markets (unregulated):</u> EUR 0 – EUR 1,000,000: 10% (ten percent) Over EUR 1,000,000: 9% (nine percent) Calculated on GGR For the avoidance of doubt, the following volumes shall be accounted for separately • <i>Volumes generated from regulated markets and unregulated markets;</i> • <i>Volumes generated from different regulated markets; and</i> • <i>Volumes generated from different continents.</i>	pay the Provider a fee equal to three percent (3%) of the Live Casino Gross Gaming Revenues generated by the sidebets for any and all side bets, including but not limited to “21+3” and “Perfect Pair”. <u>Blackjack Fee:</u> For Asian Markets (excluding jurisdictions where KRW and IDR currencies are applicable), Client shall additionally pay the Provider a fee equal to €0.20c per Main bet, charged on all Main Bets on generic blackjack tables, provided that the Blackjack Fee shall not apply to BlackjackX, “side bets”, “double”, “split” and “insurance”. The Client acknowledges that the Provider reserves the right to modify the Blackjack Fee from time to time, provided that any such modification shall not impact any generic blackjack tables released prior to the modification. For non-Asian markets (unregulated), Client shall additionally pay the Provider a fixed fee as follows for Azure 1, Green Studio, Azure Studio 2 and all other studios, €0.12 per Main Bet, charged for all Main Bets on all Blackjack tables where the minimum bet is fifty Euro (€50) or below (and shall not include, <i>inter alia</i>, side bets, double bets or split bets). Without prejudice to the foregoing and with respect to all generic Blackjack Tables released by the Provider following the 1st of May 2024, the Client shall pay the Provider a fee equal to €0.15c per Main bet, charged on all Main Bets on generic blackjack tables, provided that the Blackjack Fee shall not apply to BlackjackX tables, <i>inter alia</i>, side bets, double bets or split bets. The Client acknowledges that the Provider reserves the right to modify the Blackjack Fee from time to time on written notice, provided that any such modification shall not impact any generic blackjack tables released prior to the modification. <u>Native Language Tables:</u> The Provider shall also offer Native Language Tables to the Client. In addition to the Live Casino Fee due for the provision of Native Language Tables, during the term of this Agreement, the Client shall pay the Provider an additional monthly fee of three thousand Euro €3,000 (which fee is calculated on a per language basis).
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Schedule 3

Blocked Countries

- Australia
- France
- Iran
- India
- Israel
- Myanmar
- North Korea
- Singapore
- Syria
- Taiwan
- United Arab Emirates
- USA

Restricted Countries

- Argentina
- Bahamas
- Belgium
- Brazil
- Bulgaria
- Colombia
- Denmark
- Germany
- Greece
- Gibraltar
- Great Britain
- Italy
- Lithuania
- Malta
- Ontario, Canada
- Peru
- Philippines
- Portugal
- Romania
- Serbia
- South Africa
- Spain
- Sweden
- The Netherlands
- Ukraine

Note that there may be additional Blocked and/or Restricted Countries based on a per game basis or as otherwise notified by Provider to Client from time to time and the Client shall, to the extent necessary, comply with such restrictions.



Schedule 4

Data Processing Details

Subject matter of processing	Processing of End Users' Personal Data.
Duration of processing	In case and for as long as the Processor processes Personal Data on behalf of the Controller in accordance with the purposes of processing Personal Data, or until the Agreement expires or is terminated, whichever is later.
Nature and purposes of processing	Fulfilment of the obligations deriving from the Agreement, including but not limited to verification and investigation of Gaming data.
Type of Personal Data being processed	End Users' Personal Data listed below: End User's Dynamic IP address; User ID.
Categories of Data Subjects involved in the processing	End Users' (Players).



Schedule 5 Service Level Agreement

1. Definitions

For the purposes of this Service Level Agreement (“SLA”), definitions shall have the meaning attributed to them in the Gaming Services Agreement entered into between the Provider and the Client (“the Agreement”), except the following expressions which shall have the meanings respectively attributed to them below:

- a) **Downtime** shall mean any period of time when a majority of the End Users are not able to make monetary deposits, login, register or play the Games as determined from an automated health monitoring and system logs;
- b) **Force Majeure** means any failure, interruption or delay in performance of any or all of the Provider's obligations under this SLA to the extent arising out of circumstances beyond its reasonable control (including without limitation war, rebellion, acts of terrorism, riots, strikes, lockouts and industrial disputes, fire, explosion, earthquake, Act of God, flood, wind, drought, the act or order of any governmental, provincial, local or European Union authority or other regulatory body);
- c) **Response Times Matrix** shall have the meaning given to it in clause 5.1 of this SLA;
- d) **Service Level** shall have the meaning given to it in clause 4 of this SLA;
- e) **Service Uptime** shall have the meaning given to it in clause 3.2 of this SLA;
- f) **Period of Persistent Unavailability** shall have the meaning given to it in clause 3.5 of this SLA.

2. Scope of the Service Level Agreement

- 2.1. The purpose of this SLA is to set the minimum levels of availability of the Gaming Services to be provided by the Provider to the Client under the Agreement.
- 2.2. For the avoidance of doubt, the remedies contemplated in this SLA shall be the sole and exclusive remedies available to the Client in relation to any Downtime and the Provider shall have no further liability in relation to such Downtime.

3. Gaming Services Availability Level

- 3.1. The Provider shall provide technical support services to the Client which shall include the maintenance of the operability of the Gaming Service for the consideration under Clause 4 of the Agreement.
- 3.2. Service Uptime for the Gaming Service shall not be less than 99.7% per month. Uptime % shall be calculated as follows: $100 - (\text{Unscheduled Downtime minutes in Month} / \text{Total minutes in Month}) * 100$.
- 3.3. Scheduled maintenance, system upgrades and other planned activities shall not constitute Downtime and hence shall not reflect on system availability as per the Response Times Matrix (detailed below in Clause 5 of this SLA).
- 3.4. For the avoidance of doubt, Client acknowledges and agrees that Provider shall not be liable for any failure or delay of telecommunication networks or networks operators, or other similar circumstances outside Provider's reasonable control.
- 3.5. In the event that (i) there is more than two (2) Severity 1 incidents in one (1) Month; or (ii) the Service Uptime drops below 99.7% for four (4) Months in a row (“**Period of Persistent Unavailability**”), the Provider shall develop and implement an action plan to improve the performance of the Gaming Service in line with the relevant Service Level in clause 4.

4. Service Levels

Service levels in relation to the operation of the Gaming Service shall be prioritized as follows:

Severity 1	Incidents are those, which result in, or can be reasonably expected to result in, one or more of the following consequences: i. The incident directly prevents the operation of the Gaming Services; or
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	ii. A major function of normal operation of the Gaming Services has become unusable and there is no work-around availability.
Severity 2	Incidents that cause some minor functions to become unworkable and there is no known work-around (e.g., significant loss of service or function).
Severity 3	Incidents that cause a major function to become unworkable and there is an effective workaround (e.g., a minor loss of service or function).
Severity 4	Incidents that do not have substantial functional impact to the operation of the Gaming Services (e.g., the system is working largely as normal with minor loss of service).

5. Response Time

5.1. Response time for technical support shall be as follows:

Severity	Response Time			
Code	Level	First Level	Second Level	Final level (if required)
1	Urgent	Within 30 minutes	3 hours	Next production or maintenance release
2	High	4 hours	24 hours	Next production or maintenance release
3	Medium	12 hours	10 days	Next production or maintenance release
4	Low	48 hours	30 days	To be agreed upon

5.2. The response levels are defined as follows:

- 5.2.1. First Level: Verbal or written acknowledgment of receipt incident report and identification of technician assigned to resolve the reported incident.
- 5.2.2. Second Level: A qualified technician shall have begun an ongoing work session to resolve the reported incident.
- 5.2.3. Final level: Official correction, update or new release delivered to Client.

6. Support Request Procedure

6.1. The response time shall be calculated from when the request is reported by the Client and recorded in the Provider's system. The resolution time is based on the time when the request is logged and the time the Provider's service team remedies the fault or an appropriate work around is provided for the Gaming Service to return to good working order.

6.2. When Client submits a support request, it shall provide the following information to the Provider:

- 6.2.1. Company name
- 6.2.2. Contact name and any other relevant contact names
- 6.2.3. Preferred means of contact (email, phone or JIRA)
- 6.2.4. Preferred phone number where the Client can be reached together with any relevant details if response is requested by phone
- 6.2.5. Detailed description of the issue
- 6.2.6. Severity of the incident and its impact on the Client's business operation
- 6.2.7. Steps to reproduce the issue

6.3. Client shall submit a support request via email or by raising a ticket via JIRA.

6.3.1. Support for Slot Games, Table Games, Scratch Card Games, Bingo Games, Virtual Sports Games, and remote gaming server queries: Email: support@pragmaticplay.com

6.3.2. Support for Live Casino Games, risk, technical, End User and game queries: Email: livecasinosupport@pragmaticplay.com

6.3.3. JIRA Service Desk: URL: <https://pragmaticplay.atlassian.net/servicedesk>

6.3.4. Any support requests raised by the Client are to be made in the English language.

7. Provider Obligations

- 7.1. Provider shall be responsible for managing all incidents in relation to the Gaming Services and with the agreement of the Client will apply the appropriate incident Severity Level, as defined in Clause 4, to each incident.
- 7.2. Provider shall ensure the continuance of effort to clear the reported incident(s) and restore it within the Response Time levels, as defined in Clause 5.

8. Client Obligations

- 8.1. To ensure the prompt resolution of faults as set out in this SLA, the Client agrees to fully co-operate with the Provider in performing support and maintenance and provide any assistance or information as may be required by the Provider. It is imperative that any errors are reported promptly to the Provider using the procedure set out in this SLA.
- 8.2. The Client shall provide the Provider with full, safe and uninterrupted access, including remote access, to the Client's premises, systems, including the facilities and the system hardware and any relevant software and the Client's data as may be reasonably required for the purpose of performing support and maintenance, as per the SLA.
- 8.3. The Client is required to perform necessary training and checks to ensure that the Gaming Services are being used correctly by the Client's employees, service providers, consultants and contractors and any other third parties in accordance with the terms of the Agreement.

9. Scheduled Maintenance

- 9.1. The Provider will need to perform a number of updates and scheduled maintenance from time to time to maintain the availability and performance of the Gaming Services.
- 9.2. The Provider will inform the Client through email at least twenty-four (24) hours prior to any scheduled maintenance. In the event that emergency maintenance is necessary, the Provider will use reasonable efforts to provide prior written notice to the Client as promptly as possible.

10. Exclusions

- 10.1. No service levels shall apply to any failure of the Provider to comply with the service level, or to any fault of any priority, caused, in whole or part, by any of the following exclusions events:
 - 10.1.1. Any decreased availability or scheduled Downtime due to planned and/or emergency maintenance;
 - 10.1.2. A failure of third-party equipment, hardware and/or software;
 - 10.1.3. Overall Internet congestion, slowdown, or unavailability;
 - 10.1.4. Unavailability of generic internet services (i.e. DNS Services);
 - 10.1.5. A failure in local access facilities connecting Client to the network;
 - 10.1.6. Any failure or fault in Client's systems;
 - 10.1.7. Any failure by Client to use the then current version of the Gaming Services or any improper use, misuse or unauthorized alteration by the Client (or any of Client's third parties) of the Gaming Services;
 - 10.1.8. "Force Majeure" events as defined in this SLA;
 - 10.1.9. Any fraud, negligence, wilful act or omission of the Client or any third party acting on the Client's behalf (including but not limited to, the Client's agents, contractors, vendors or Affiliates), including but not limited to (i) failing to provide access to the Client's premises or systems as reasonably required by the Provider or its subcontractors to enable the Provider to comply with their obligations regarding the Gaming Services, or (ii) failing to take any remedial action recommended by the Provider which is commercially reasonable, or otherwise preventing the Provider from doing so;
 - 10.1.10. Any delay by the Client in providing necessary assistance and information to the Provider;

- 10.1.11. Failure as a result of the use of the services, hardware or software which are not part of the Gaming Services and are not provided by the Provider;
- 10.1.12. Failure as a result of the use of services, hardware or software, which are under the sole responsibility of the Client;
- 10.1.13. Cyber and DDOS (Distributed Denial of Service) attacks attached to the Websites; or
- 10.1.14. Overdue payment of any cost or fees by the Client in accordance with the terms of this Agreement.

