

OMEGA ENTERTAINMENT N.V.

BUSINESS PLAN

V.2.1. MARCH 2024

1.	State of iGaming Industry in 2022 - 2024	3
2.	Analysis of Market Trends	4
2.1.	CASINO	5
2.2.	SPORTS BETTING	6
3.	Business Overview	6
3.1.	VENTURE ORIGINS INSIGHT	6
3.2.	BRANDS AND TARGET MARKETS	7
3.3.	RESTRICTED TERRITORIES	8
3.4.	SHAREHOLDER'S PROFILE	8
3.5.	COMPANY KEY MANAGEMENT AND STAFFING	9
3.6.	PLATFORM, GAME AND PAYMENT PROVIDERS	10
3.7.	PLAYER BALANCES AND LIQUIDITY	10
4.	Strategy for Growth and Business Goals	12
4.1.	VISION	13
4.2.	MISSION	13
4.3.	RISK BASED APPROACH	13
5.	Marketing Strategy	14
5.1.	MEDIA BUYING	14
5.2.	AFFILIATE MANAGEMENT	14
5.3.	SOCIAL MEDIA MARKETING	15
6.	SWOT Assessment	15
6.1.	STRENGTHS	15
6.2.	WEAKNESSES	16
6.3.	OPPORTUNITIES	17
6.4.	THREATS	17
7.	Financial Figures and Forecasts until FY 2026	19

1. State of iGaming Industry in 2022 - 2024

Turbulent times bringing distress to entire sectors of economy can simultaneously bring opportunities to others. During the Coronavirus crisis of 2020-21, several industries reported significant drops in revenue, some so desperate they required government recovery packages. Airlines, Transport & Automotive, HoReCa and a number of adjacent segments suffered deep double-digit plunges with consumers cutting their spending on range of expenses pertaining to travelling and commuting. In general, people became much more averse to socializing beyond the necessary circle of family and colleagues, coining motto “Stay Home. Save Lives”.

Due to being part of entertainment industry, Land Based Gaming vertical have also struggled. Due to sports leagues going on pause, major competitions cancelled, casinos on lockdown, gambling businesses have been struggling. Movement restrictions made good old-fashioned wager on favorite sports club in a betting shop unfeasible. Many land-based casinos also went on shutdown to protect its visitors from risk of virus transmission.

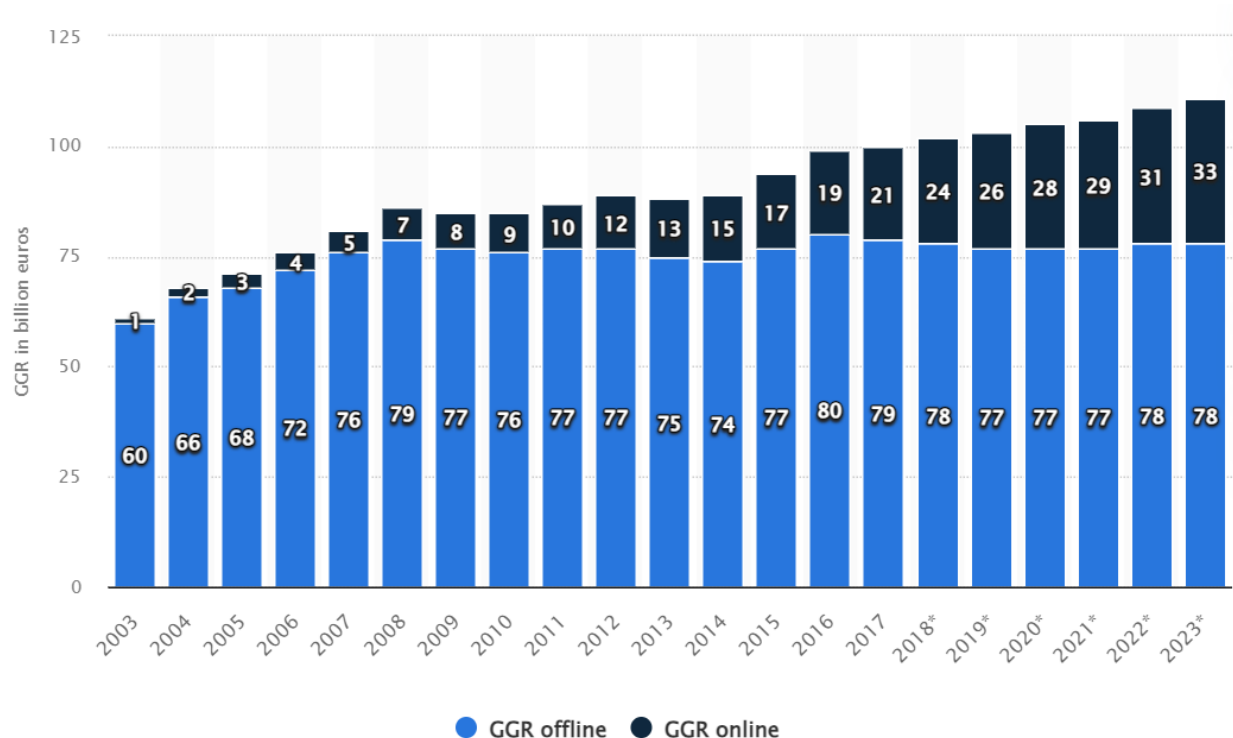
Betting industry scrambled for alternative offerings to fill the void. But hyped novelty markets like E-Sports and Virtual Sports just could not match excitement of placing bunter bet opposite one placed by “friendly foe” punter rooting for competing team. However, already in summer of 2021 sports world has seen a major relief in terms of return of the leagues even if with empty stands. After mass vaccinations, adopting recommendations on visitor distancing and hygienic measures, casinos in many countries were allowed to re-open.

Contrary to the above, online casino vertical could certainly be regarded as benefactor of lockdown and movement restrictions. Revenues reports from a number of jurisdictions prove that this segment posted strong GGR growth figures. Given the reduced sports betting offering and risks associated with visiting a conventional casino, many players turned to trying luck in online Sportsbook, Live Casino and Slots. After all, as many companies adopted remote work, their employees did not actually suffer any salary drops. On the contrary, reduced leisure options outside home meant additional discretionary income players could opt to play with in their favorite game of chance.

After COVID-19 restrictions came to end, it became obvious that some aspects of peoples’ lives will never be the same. Despite returning to the offices, many managerial meetings are now held in Zoom, dinner ordered by delivery aggregator instead of going to the restaurant – online gaming has become a “new normal”. Even players who enjoy the social aspect of gambling now tend to appreciate convenience and safety of placing a wager from comfort of their home via laptop or

smartphone.

The above dispositions created most favorable atmosphere for iGaming industry to grow. As per industry sources, land-based gaming managed to return to pre-Covid levels but did not go over. However, online segment continued rapid growth, with some industry sources citing growth of 7-8% per annum. As seen from the chart below, online vertical does not really consume chunk of stable land based segment, but rapidly grows fueling overall growth of Global Gambling Revenue.



2. Analysis of Market Trends

The market size of online gambling has been estimated by statistics media to exceed USD 30 billion in 2021. According to most recent estimates, overall global GGR went over USD 100 billion around 2022. Europe's online betting market, being the most mature, accounted for 40+% of the regional revenue share & may record double digit CAGR growth through 2027. This growth is expected to receive additional major boost in 2024 with FIFA UEFA Cup returning to Germany in June.

Among European nations, online gambling garnered massive popularity in UK, Sweden and Finland. Whilst Gross Gaming Yield in UK was GBP 5.7 billion, countries like Finland and Italy were ahead of

pack in terms of gaming spend per adult with EUR 3,148 and EUR 2,586 respectively. Increasing technological developments in smartphones, like better storage and enhanced graphics, will stimulate online gambling via mobile device, especially in Nordic countries. Mobile segment of the iGaming market surpassed 50% in Sweden and Denmark.

Whilst Europe will remain by far the leading continent in terms of remote gaming GGR under established, transparent regulatory framework, emerging markets in North America, Latin America and Asia are catching up fast. World gambling statistics show that around 26% of the population participate in games of chance regularly. That means over 2 billion people worldwide tries their luck regularly and estimated 4 billion places a stake at least once every year. When it comes to online gaming and demographic statistics, a World gambling study concludes that 17% of the population gamble online, resulting and this segment is growing rapidly. It goes without saying, that the more advanced are Internet technologies, primarily in developed countries, the larger audience of players have already shifted online. Thus, remote gambling in Europe has already exceeded 40% of total GGR. Just as in many progressive trends, “cold belt” countries such as UK and Scandinavians are ahead of the curve with over 50% of wagering taking place online.

2.1. Casino

Casino vertical have taken increasingly prominent fraction of gambling revenues. It is usually regarded that developed countries where land-based casinos have been present for centuries have greater affinity for these games of chance. Accordingly, in Asian countries and especially Middle East sports betting have been traditionally the preferred way of punting. However, age of global travel is rapidly changing the traditional segmentation with players from restrictive countries taking junket tours. For instance, casino clusters catering to Turkish players are thriving in Bulgaria and Georgia whilst players from India go to Goa, Nepal or Sri Lanka to catch their thrill. This phenomenon is gradually pushing governments in Asia to consider legalization with countries like UAE and Thailand mulling opening of casino venues.

According to industry statistics, casino share of revenue has already surpassed sports betting in UK and a number of EU countries such as Belgium, Denmark, Austria and Estonia. Globally, it is still trailing sports betting but keeps gaining with some estimations putting casino at over 35% of gaming proceeds. Within segment, largest profit chunk is generated by slots. Players are especially drawn to Mega series of games offering Progressive jackpots that have been responsible for some life-changing wins of € 10+ million in the past few years.

2.2. Sports Betting

Sports betting is already a multibillion-dollar global industry. However, the unregulated sports betting market in Asia as continent but especially Asia Pacific means the actual figure could quite possibly be over \$100 billion. Wagering in this region has traditionally been done via intricate bookmaker agent structures and have been responsible for fortunes being won and lost on major sporting events. Regulated sports betting accounted for \$77 billion in the transparent global market in 2021. This already impressive result is set to grow by estimated 10% year on year and reach astounding figures of over \$180 billion by 2030.

The cornerstone of sports betting in Europe is certainly football, with continent being home of top watched leagues such as LaLiga, Serie A, Bundesliga and probably the world's most watched – Premier League. Europe's online betting market accounted for over 37% of the regional revenue share and is forecast to further grow at double digit rates through 2030. Continental sporting events in 2022 shall be further boosted by Qatar FIFA World cup. Besides football, basketball and tennis have been the number 2 and 3 sports of choice with European bettors. Due to recent surge of popularity of martial arts in Europe, high ranking boxing and MMA bouts have prominently featured among tope wagering events.

The North American remote betting market has seen a revival since 2018. The U.S. Supreme Court (SCOTUS) ruled in a 6-3 decision that the Professional and Amateur Sports Protection Act (PASPA) was unconstitutional. Since then, 30 states have adopted legalized online sports betting in some capacity with 4-5 more actively deliberating on their legislative frameworks. This is also apparently supported by majority of population as over 65% of polled residents in one of the states supporting regulated remote wagering. Across the southern border, Mexico has been one of the pioneers in iGaming regulation in Latin America. And to the North, Canada apparently decided to delegate regulation to provincial level. Ontario has been at the forefront of this trend, with first operators launching under auspices of local licensing framework in April 2022. This market appears to have as much potential as other cold climate countries with estimated 75% - 80% of Canadians trying luck at online games of chance. According to the Canadian Gaming Association (CGA), as of 2019, remote gambling yield could be upwards USD 500 million per year.

3. Business Overview

3.1. Venture Origins Insight

After careful analysis of iGaming industry growth, Mr. Armen Khalatyan, entrepreneur from Armenia

established Omega Entertainment N.V. in 2017 with goal of launching online sportsbook and casino. Stakeholder (full profile onwards) brings to table substantial expertise and skillset which should enable launch with strong potential. Initial forecasts showed that with the right amount of financing, talented and experienced operations team and a solid marketing strategy in place company should be well positioned to roll out a highly competitive offering. Due to founder's track record in various segment of gambling industry, venture will benefit from hands-on expertise, operational awareness and clearly defined roadmap.

Obviously, such undertaking requires a versatile corporate structure catering to various aspects of operation. From the early going, Curaçao was one of the top choices for setting up company due to its global recognition as one of the oldest and most consistent remote gaming jurisdictions. Nevertheless, several other jurisdictions within EU and beyond have also been considered for the company setup. But review of licensing frameworks showed that in most cases, EU/EEA licenses would significantly delay time of the launch. Therefore, Curaçao's straightforward framework with one license covering almost all verticals of iGaming business became the most feasible option.

Key decision point was that Curaçao companies registered in E-Zone used to benefit from corporate tax of just 2%. However, tax legislation changes of 2020 further improved on that already low rate, so foreign source income was actually dropped to 0% e-Gaming companies (if several qualifying conditions have been met).

3.2. Brands and Target Markets

➤ Onion

As bulk of the team is in Armenia and some in other post-Soviet countries, they are well aware of potentials in Middle Asia region. This encompasses countries like Kazakhstan, Uzbekistan, Kyrgyzstan. As most prominent markets are heavily contested by multinational iGaming holdings, these countries still remain mostly outside of their reach. The following factors became key drivers of launching for this region:

- Rapidly growing population, with young median age;
- Expanding economies gearing to liberal policies under new generation of leaders;
- Countries are catching up on adoption of Internet after being behind global trends;
- Increased knowledge of casino gaming which was relatively unknown just decade ago.

Due to the above countries all speaking Turkic family of languages, company selected word Altin as cornerstone of regional brand strategy. Altin means gold, and generally things of value, connected

to prosperity. Websites under Altin brand has only launched in 2024 but already showing strong player acquisition statistics and solid initial retention rates.

➤ **AltinCasino**

Due to proximity to Turkic speaking nations, team identified as prominent catch word for this ethnic group. Altin means gold, and generally things of value, connected to prosperity. With this in mind, project's initial target market was Azerbaijan with further expansion to Turkmenistan and Tajikistan.

After certain delays due to sourcing key team members as well as platform project has been launched in 2019. Unfortunately, combination of low internet penetration, lack of Internet-based payment solutions and shortage of marketing channels led to slow start. Whilst there were months where operation turned cash positive, other periods would turn to losses. Stakeholder decided to support project and keep it afloat awaiting demographic changes to turn population of the target countries towards remote gaming.

3.3. Restricted territories

Company management is fully aware of restricted jurisdiction list as per Sub-License conditions: Curaçao, Aruba, St. Maarten, Bonaire, Saba, Statia, Netherlands, USA, France, Australia. Further to this list are any other countries where online gambling is regarded as outright illegal or blacklisted jurisdictions.

3.4. Shareholder's Profile

➤ **Mr. Armen Khalatyan**

Mr. Khalatyan's track record in Gaming industry started all the way back in 1999. New Marathon sportsbook offered him a Business Development position in an attempt to enter CIS market indirectly, without establishing solid regional presence. Due to competition only emerging, this cooperation led to solid growth of player base for the operator who paid substantial bonus compensations for hitting and exceeding player acquisition targets.

In 2000 Mr. Khalatyan invested remunerations from previous tenure to establish Hay Bingo, one of the first bingo halls in Yerevan, Armenia. He undertook venture's management, which included the running of day-to-day operations as well as creating strategies for attracting and maintaining customers. Company was able to go head-to-head with leading local competitors until 2006. Due to legislative changes, profitability of bingo halls dropped below sustainable. Therefore, Mr. Khalatyan

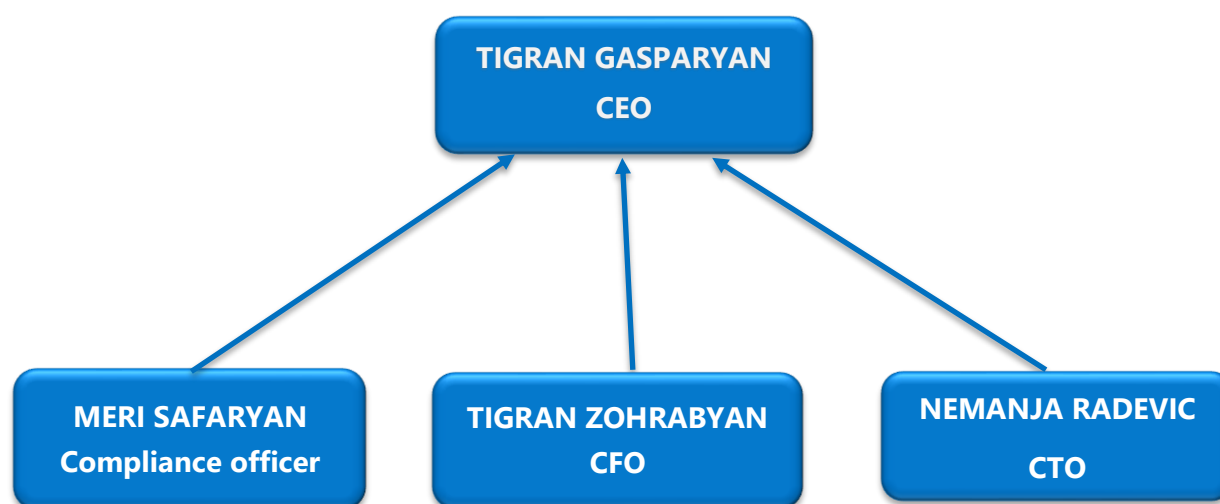
ventured into business development field of Armenia's rapidly establishing banking sector.

In 2014, Mr. Khalatyan returned to entrepreneurship and received a minority shareholding in steel and metal retailer, Stal Techno LLC. This project was facilitated by managing the provision of steel and metal products required for constructing a road infrastructure project in Armenia together with an Italian consortium of road development companies, where the main provider of steel was Stal Techno.

Despite primarily being involved in other industries, founder kept close touch with his network of associates in betting industry and its fast-growing iGaming vertical. Feedback from business connections formed an estimation that rapid expansion of remote gambling would soon shape restrictive bottlenecks. Whilst narrow range of marketing channels became stifling, upsurge of both established iGaming companies as well as emergence of multiple start-ups created labour pool shortages. After identifying these challenges, Mr. Khalatyan launched ventures mainly operating in the field of provision of ancillary services.

Mr. Khalatyan shifted operational base to Yerevan, Armenia and established Ibooben Development LLC, IT development company. As salaries in Armenia were still below EU level, it allowed this new venture to offer services at more competitive rates. Range of services has been expanded to include risk, product and content management.

3.5. Company Key Management and Staffing



CVs of Key Management is attached as *Appendix 1*.

3.6. Platform, Game and Payment Providers

Due to origins from Armenia, Shareholder has broad connections in the local iGaming industry. This led to introduction to leadership of global leader in iGaming platform supplier – Betconstruct. Companies' cooperation started in 2018, with development of initial website for Altincasino brand.

Whilst a solid platform, Betconstruct has deficiencies typical of such massive providers. Even the most trivial front end requests lead to weeks long implementation by the technical team. Tickets for adding new payment solutions required for website's target markets would have to wait in queue of development tasks for months. Therefore, it became evident that company has to seek another platform in order to sustainably develop its business.

After search for alternative solution, team identified product from Keyrunon Limited as optimal for the new brand, Onion. Due to limited range of partners operating on this platform, it retained a distinct interface, not identifiable as used on tens of other websites. Solution also features top notch sportsbook module with peculiar, advanced functionalities such as wide selection of betting markets with fine-tuned odds and intuitive, user friendly bet slip controls. Platform also features a robust back office, capable of fine-tuning user interface, easy rotation of betting offerings and casino games as well as creating pinpointed bonuses and promotions.

Besides core Player Account Management module and sportsbook, Keyrunon platform has all the most notable 3rd party casino providers integrated. Company's websites can feature upwards of 100 casino game studios such as Pragmatic, 3 Oaks, Hacksaw, Endorphina and BGaming. Players seeking Live dealer games can choose from leading products of Evolution, Playtech, Creedroomz, XPG and Vivo Gaming. In order to maintain backup. Due to residing in Armenia, Despite initial slow start, Shareholder still maintains relationship with Betconstruct. So in the unlikely case there would be any severe issues with current platform setup, projects can be transferred onto Betconstruct platform without disruptions.

All in all, in terms of platform, games and payments setup, company has backup options where disruption on behalf of one partner would not discontinue operations.

3.7. Player Balances and Liquidity

Since Onion casino targets countries where currencies have very low exchange rates (1 EUR = 13,542 Uzbekistani Soms, = 475 Kazakhstani Tenge) consolidated reporting is kept in Russian rubles with

convenient rate of just under 100 RUB per euro.

Onion brand player balances:

At combined RUB 4,005,293.13 RUB which amounts to circa Eur 40,500 (amounts may fluctuate with currency exchange rates movements).

Dealer	Date	SumPINBalance	Currency
Onion	21.04.2024	4 005 293,13	RUB

Altincasino brand player balances:

Balances at Altincasino are currently at AZN 103,608.71, which equals to circa Eur 57,250

Dealer	ID	Currency Id	Current Balance
Altincasino	**983****	AZN	103608.71

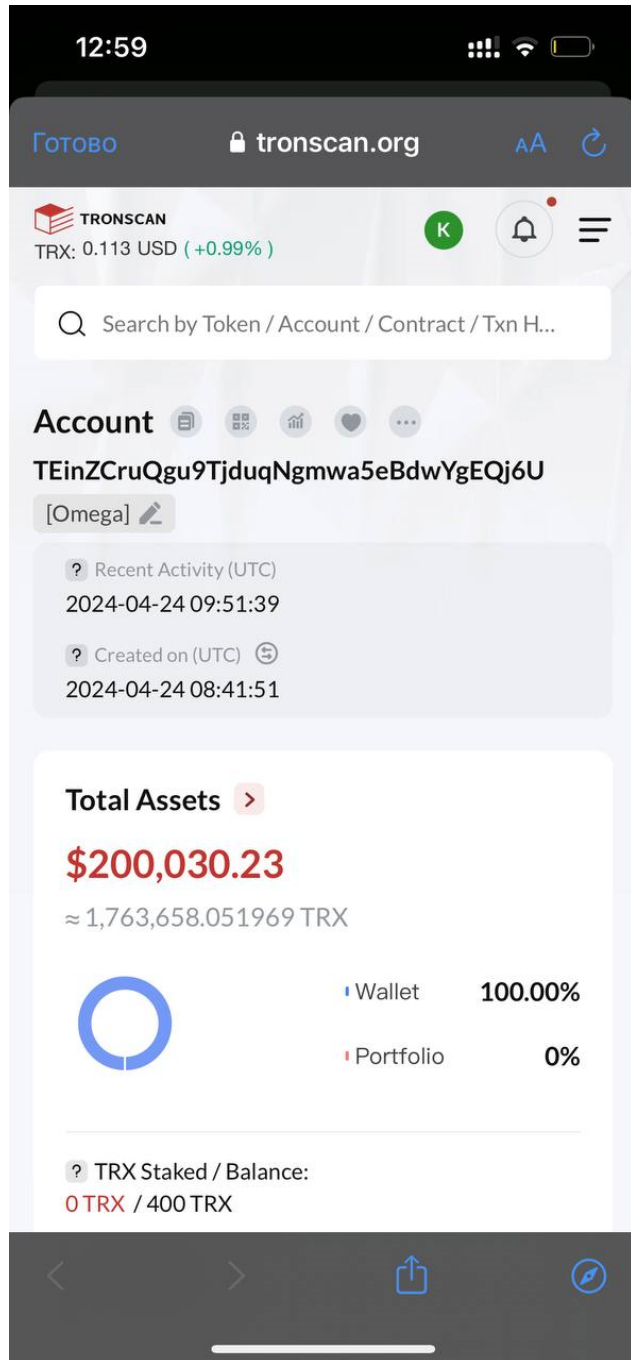
Thus, overall balance exposure of Omega Entertainment N.V. equals circa Eur 97,750

Available payout balances.

Starting Balance	Deposits	Withdrawals	Net Balance
1 887 170,21	573 067,00	639 872,02	1820 365,19

As of the end of March this PSP held RUB 1,820,365.19 in payout balances which equals approximately Eur 18,370.

In order to be able to top up payout balances and fully cover player withdrawals even in the event of large win, Omega Entertainment maintains a cold wallet with balance of over 200,000 USDT.



4. Strategy for Growth and Business Goals

4.1. Vision

The vision and primary goal for Omega Entertainment brands is to deliver equal and over the existent standards on the market as well as constantly evolve in such aspects as

- 1) extremely customer-oriented player management;
- 2) appealing bonusing and promotional concepts and innovations;
- 3) highly alluring retention strategy.

Company shall strive to maintain a fresh look at the industry where complacency is often a norm. Founded in odd radar region of Caucasus, projects are well enroute towards establishing global presence and leaving reasonable footprints. We invested lots of time and effort into finding optimal platform solutions and best tools for performance of our iGaming services. Staff did their best to guarantee our customers reliability and security of their player accounts and payment data.

4.2. Mission

Team is comprised of professionals determined and energetic when it comes to reaching goals. Everyone is working hard in order to deliver and constantly develop our website wagering and gaming offerings to feature the best content suited. Below are the paramount objectives that are at the basis of our mission:

- 1) Awareness - building awareness of our brands in the respective markets;
- 2) Localization - ensuring our content comes in near native shape, as if created in country;
- 3) Efficient Acquisition - pinpoint the sources in Media Buying funnel with best conversion;
- 4) Customer Retention - building long-term relationships with customers through high quality service and alluring reactivation bonusing tactics;

4.3. Risk Based Approach

It goes without saying that online gaming is regarded as high risk industry. Non-personal matter of customer liaison sets a number of challenges for companies in the industry. With this in mind, Management set out a number of key objectives to alleviate risks.

- Money Laundering and Payment Fraud identification and prevention;
- Developing overall strategy for analyzing house exposure vs payouts balance;
- Operational analysis of Casino products performance, House Edge, RTP et.c.;

- Operational analysis of Sporstbook product against odds forks, identifying problem bettors and mitigating those risk factors
- Hiring, training and managing adequately proficient personnel for all key positions;
- Drafting of player facing and internal policies.

All the relevant policies regarding the online gaming business of the company can be found in *Appendix 2*.

5. Marketing Strategy

In current highly competitive iGaming industry, it is futile to set up operations without sound marketing strategy in place. Due to somewhat negative stigma of the industry, advertising options are quite limited compared to other lines of business. However, this disadvantage is somewhat offset by global nature of Internet. So marketing team worked out 3 key sources to fill acquisition funnel.

5.1. Media Buying

Due to unprecedented importance of driving traffic to any type of business website, media sales became a niche industry in itself. Performance marketing agencies like Alfaleads, Magic Click and WakeApp became go-to source for traffic related to multiple web-based industries. Such companies have huge inventories of web properties from which they can direct visitors to client website. Leading providers in this segment also assist with pinpointed segmentation across countries, visitor types, devices used and many other parameters.

It has to be noted that those companies are also businesses. Since they are only glad to sell more traffic, such offers have to be zealously reviewed to ensure that clicks delivered are from target audience. After all, visitors not interested in gaming would leave website near instantly with invoice for those hits still considered billable. So from the start of team building, Media Buyer position has been of critical importance. And current conversions proved this focus correct – offers and reports from Performance Marketing Agencies are now under constant watch to cut out non-performing sources and divert budget to ones bringing quality players.

5.2. Affiliate Management

Another cornerstone of modern-day acquisition strategy is affiliate management. Whilst some brands

object how affiliates use their superlative SEO skills to take all top rankings – there is virtually no way around them in this industry. What started as individual webmasters launching one man team websites evolved into massive ecosphere, with several leading affiliate networks. This segment occasionally sees mergers and acquisition deals ranging into tens of millions of euros.

Because of this factor, employing highly connected Senior Affiliate manager was another key position to fill while building up team Omega Entertainment. In parallel with positions like Senior Sales, changing jobs does not sever those relationships. Managers form a database of affiliates that generate high value traffic of players with high spending potential and lasting loyalty. In return, affiliates appreciate established trust with managers who ensure that commissions will be calculated fairly and paid promptly. Additional advantage of hiring experienced Affiliate manager is that iGaming startup can take much more discreet approach to industry exhibitions. Whilst leading brands continue to put together expensive stands, sponsor entire parties et.c. – well connected affiliate manager just needs plane and entrance tickets. After that – it is down to refresher meetings with leading affiliate partners and perhaps occasional introduction to new, positively referred prospects.

5.3. Social Media Marketing

Especially during CoVID period, social media took increasingly important role on people's attention span. Due to restrictions in movements, increased amounts of pastime have been directed to watching TikTok reels and browsing Instagram reels. As not all social networks are gaming friendly. But team's Social Media Manager already set up accounts of the company with most liberal ones like X, Instagram (approaching 5,000 followers) and Facebook. Telegram deserves a separate mention (whilst not a social network proper) as it became quite a launchpad for iGaming businesses. Being notoriously independent, this messenger creates space for gathering closed and opened groups with many brands setting up their own. SMM specialist ensures that content on accounts remains up to date, informing followers of brands' news, special promotions and other stories of interest, driving up user engagement.

6. SWOT Assessment

6.1. Strengths

➤ Expertise of Shareholder

As defined above, Company Shareholder possesses broadest expertise in iGaming operations management, player acquisition and business development. During involvement in various ventures, Mr. Khalatyan has faced and overcome almost all feasible challenges that a launching and growing new business would likely to bring up. From recruiting and managing team, facing and solving internal conflicts, there are unlikely be adverse developments of the type he has not previously encountered. Such track record also provides benefit of extensive network of industry connections providing insight of how to procure casino content at favorable rates, buy media from recommended, quality providers and establish new business relationships.

➤ ***Access to lower cost labor force***

Analysis of recent trends in salaries in leading jurisdictions such as Malta, UK and emerging like Bulgaria and Estonia showed rapid growth of employee compensation packages. Only slightly paused by pandemic, rapid growth of iGaming industry caused a “personnel hunger” resulting in employee poaching. It is evidenced by a number of employment agencies setting shop in each respective jurisdiction meaning in-house HR resources cannot handle the hiring process. As result of workforce churn, companies lose valuable skills, certain portion of knowhow and even risk of sensitive data obtained by competitors. This risk is largely decreased by being located in Armenia, where upper mid-level experience specialists can still be hired for salaries less than Eur 25,000 per annum even with generous bonus offerings for hitting key benchmarks. Obviously, global shortage of IT resources made this segment of employees demand higher remunerations. However, solid specialists can still be recruited within Euro 30-40K range, notable payroll reduction compared to even cost savvy EU tech hubs like Sofia, Bulgaria or Bucharest, Romania.

6.2. Weaknesses

The main weaknesses identified are as follows:

➤ ***Highly competitive marketplace***

Although not properly a “weakness” as such, entering either online gaming marketplace is a much more complicated undertaking than 7-8 years ago. Most lucrative markets now have own regulations and industry giants with multimillion marketing budgets competing for players. Obviously, startup without institutional level of investments cannot go head-to-head against these global brands. To overcome these challenges, Management plans to initially go after very niche regional markets as described above. By targeting lesser contested areas, stakeholders forecast to still be able to find under catered audiences of players.

➤ **Targeting Non-Native Territories**

When building a brand targeting remote territory, there is unavoidable weakness of cultural distance. From support using non-native lingo, to odds displayed in unusual format – those factors could potentially deject players' perception of the brand. Perhaps certain players in Canada might find color scheme not up to their palette preference, or support not using typical local sports slang. To overcome these concerns, Company attracted several Canada-based associates with localizing the brand. It goes from reviewing content to helping Customer support in making their chats feel like homely conversations.

6.3. Opportunities

Growing global iGaming market trends indicate that opportunities are still plentiful. Leading EU countries and most lucrative Ontario province in Canada as well as the USA can certainly be considered saturated and fenced by regulations. However, there are entire regions on the globe where online gaming is still in its early phases of development. Audiences in sub-continent like Middle Asia, Southeast Asia and Latin America have relatively recently adopted iGaming as alternative to brick and mortar. A Company with lightweight platform can perform well in those regions by offering a better user experience.

With regards to GGR distribution, year on year pie chart changes from number of industry sources indicate remote gaming taking an increasing portion of gaming yield. It holds especially true in developing countries that made a leap from desktop computer straight to smartphone. This growing "mobile first" trend serves as a positive factor to all segments of industries that are adaptable for delivery of services via handheld device. Especially with younger, tech savvy generations, online gaming operators with intuitive, app-looking mobile interfaces will continue carving market at expense of land-based casinos and betting shops.

6.4. Threats

➤ **Reduction of discretionary incomes**

Almost certainly, global economy slowdown as aftermath of pandemic, ongoing conflicts will affect broad segments of population across the globe. Governments across the globe have adopted economic stimulus packages now resulting in high inflation and increased living costs. Europe is

currently facing some of the highest fuel costs and bracing for winter with unprecedented expenses for heating. However, these negative are alleviated by Company's immediate target markets located in Canada and middle Asia where impact of situation in Eastern Europe and Middle East is notably soothed.

➤ ***Employee poaching***

Whilst competition for resources is still far from level seen in locations like Malta and Isle of Man, having industry giants like Betconstruct and Digitain in the same city presents a threat of employee poaching. These companies engage "headhunters" tasked with finding valuable professionals in smaller companies and offering employment. Management plans to leverage this by keeping close watch on salary trends. It shall certainly comprise generous bonus schemes and, if push comes to shove, profit sharing options for top marketing, affiliate and IT development resources with crucial technological know-how. This should present a significant obstacle for HR Managers of large companies with slow decision making due to counteroffers needing approval of upper management.

7. Financial Figures and Forecasts until FY 2026

Due to the fact that at the initial stage of the business the shareholder (beneficiary) did not have idle money for investments in the company, it was decided to take loans from Hermes Solutions Ltd in 2018, as well as in 2019, which served as the source of funds of the company at the very beginning of the business. The mentioned loan agreements are attached as *Appendix 3* to the business plan.

Up until the end of 2023, Omega Entertainment generated losses. However, as of Q1, 2023, revenues from new brand Onion turned operation into cash positive.

7.1. Q4 2023

EUR	Q4 2023			
	Oct-23	Nov-23	Dec-23	
Deposits	460,473	506,520	557,172	1,524,166
Withdrawals	354,879	383,269	413,931	1,152,079
Saldo	105,594	123,251	143,241	372,086
Turnover	4,719,848	5,191,833	5,711,016	15,622,698
Winnings	4,587,198	5,045,918	5,550,510	15,183,625
GGR	132,650	145,915	160,507	439,072
Bonuses	69,071	70,913	72,432	212,416
Profit	63,579	75,002	88,074	226,656
CORE EXPENCES				
Platform Products	11,939	13,132	14,446	39,517
Payment Comms	43,935	48,187	52,852	144,975
Transfer Comms	1,272	1,500	1,761	4,533
Marketing budget	35,000	35,000	35,000	105,000
Operational revenue	-28,566	-22,817	-15,985	-67,368
Operational Expenses	24,635	24,635	28,165	77,435
<i>Call center</i>	3,800	3,800	3,800	11,400
<i>Salary</i>	16,475	16,475	16,475	49,425
<i>IT services and misc</i>	3,940	3,940	3,940	11,820
<i>Employee Bonuses</i>	0	0	3,530	3,530
<i>Office</i>	420	420	420	1,260

EBITDA	-53,201	-47,452	-44,150	-144,803

7.2. H1 2024 - Forecast

EUR	Q1 2024			Q2 2024		
	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24
Deposits	612,890	674,179	741,596	815,756	872,859	933,959
Withdrawals	447,045	482,809	526,262	570,994	616,674	662,924
Saldo	165,844	191,370	215,335	244,762	256,185	271,035
Turnover	6,282,118	6,910,330	7,221,295	7,582,359	7,961,477	8,359,551
Winnings	6,050,055	6,624,811	6,897,063	7,221,225	7,596,729	7,991,759
GGR	232,063	285,519	324,231	361,134	364,748	367,792
Bonuses	73,547	87,643	103,823	101,970	96,014	88,726
Profit	158,516	197,876	220,408	259,165	268,734	279,066
CORE EXPENCES						
Platform Products	20,886	25,697	29,181	32,502	32,827	33,101
Payment Comms	57,972	63,590	69,853	76,680	82,162	87,975
Transfer Comms	3,170	3,958	4,408	5,183	5,375	5,581
Marketing budget	45,000	45,000	45,000	75,000	75,000	75,000
Operational revenue	31,488	59,631	71,966	69,799	73,370	77,408
Operational Expenses	26,230	26,230	26,230	29,650	29,650	29,650
<i>Call center</i>	4,180	4,180	4,180	4,180	4,180	4,180
<i>Salary</i>	18,120	18,120	18,120	21,744	21,744	21,744
<i>IT services and misc</i>	3,940	3,940	3,940	3,940	3,940	3,940
<i>Employee Bonuses</i>	0	0	0	0	0	2,965
<i>Office</i>	420	420	420	960	960	960
EBITDA	5,258	33,401	45,736	40,149	43,720	47,758

7.3. Forecast H2 – Fiscal Year 2024

EUR	Q3 2024			Q4 2024			FY 2024
	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	
Deposits	1,027,355	1,099,270	1,176,219	1,258,554	1,340,360	1,427,483	11,980,479
Withdrawals	725,902	791,233	862,444	940,064	1,024,670	1,106,643	8,757,663
Saldo	301,453	308,037	313,775	318,490	315,690	320,840	3,222,816
Turnover	8,819,327	9,260,293	9,723,308	10,209,473	10,719,947	11,255,944	104,305,421
Winnings	8,415,322	8,844,503	9,286,729	9,751,065	10,238,618	10,740,311	99,658,190
GGR	404,005	415,789	436,579	458,408	481,328	515,633	4,647,231
Bonuses	110,441	112,675	123,503	132,148	140,738	142,748	1,313,977
Profit	293,564	303,114	313,076	326,260	340,590	372,885	3,333,254
CORE EXPENCES							
Platform Products	36,360	37,421	39,292	41,257	43,320	46,407	418,251
Payment Comms	96,706	103,766	111,346	119,486	127,722	136,332	1,133,592
Transfer Comms	5,871	6,062	6,262	6,525	6,812	7,458	66,665
Marketing budget	75,000	75,000	75,000	75,000	75,000	75,000	810,000
Operational revenue	79,626	80,865	81,176	83,992	87,737	107,689	904,747
Operational Expenses	35,963	35,963	35,963	36,985	36,985	41,855	391,353
<i>Call center</i>	4,970	4,970	4,970	4,970	4,970	4,970	54,900
<i>Salary</i>	26,093	26,093	26,093	27,115	27,115	27,115	279,215
<i>IT services and misc</i>	3,940	3,940	3,940	3,940	3,940	3,940	47,280
<i>Employee Bonuses</i>	0	0	0	0	0	4,870	7,835
<i>Office</i>	960	960	960	960	960	960	9,900
EBITDA	43,663	44,902	45,213	47,007	50,752	65,834	428,998

7.4. Forecast Fiscal Year 2025

EUR					FY 2025
	Q1 2025	Q2 2025	Q3 2025	Q4 2025	
Deposits	4,853,444	5,096,116	5,350,922	5,618,468	20,918,949
Withdrawals	3,762,587	3,950,716	4,148,252	4,355,665	16,217,221
Saldo	1,090,857	1,145,399	1,202,669	1,262,803	4,701,728
Turnover	35,456,223	37,229,034	39,090,486	41,045,010	152,820,754
Winnings	33,831,978	35,489,745	37,335,212	39,201,973	145,858,908
GGR	1,624,245	1,739,289	1,755,274	1,843,038	6,961,846
Bonuses	452,512	535,092	575,224	603,985	2,166,814
Profit	1,171,733	1,204,197	1,180,050	1,239,053	4,795,032
CORE EXPENCES					0
Platform Products	146,182	156,536	157,975	165,873	626,566
Payment Comms	463,527	486,704	511,039	536,591	1,997,860
Transfer Comms	23,435	24,084	23,601	24,781	95,901
Marketing budget	240,000	240,000	240,000	240,000	960,000
					0
Operational revenue	298,589	296,873	247,436	271,807	1,114,705
					0
Operational Expenses	44,484	56,664	50,992	55,162	207,301
<i>Call center</i>	5,016	5,016	5,016	5,016	20,064
<i>Salary</i>	32,538	32,538	39,046	39,046	143,167
<i>IT services and misc</i>	5,170	5,170	5,170	5,170	20,680
<i>Employee Bonuses</i>	0	12,180	0	4,170	16,350
<i>Office</i>	1,760	1,760	1,760	1,760	7,040
EBITDA	254,105	240,209	196,444	216,646	907,404

7.5. Forecast Fiscal Year 2026

EUR					FY 2026
	Q1 2026	Q2 2026	Q3 2026	Q4 2026	
Deposits	5,899,391	6,194,361	6,504,079	6,829,283	25,427,113
Withdrawals	4,573,448	4,802,121	5,042,227	5,294,338	19,712,133
Saldo	1,325,943	1,392,240	1,461,852	1,534,945	5,714,980
Turnover	43,097,261	45,295,221	47,605,277	50,033,147	186,030,906
Winnings	41,122,869	43,137,890	45,251,646	47,468,977	176,981,383
GGR	1,974,392	2,157,331	2,353,631	2,564,170	9,049,524
Bonuses	634,185	665,894	715,449	751,221	2,766,748
Profit	1,340,207	1,491,438	1,638,182	1,812,948	6,282,776
CORE EXPENCES					
Platform Products	177,695	194,160	211,827	230,775	814,457
Payment Comms	563,420	591,591	621,171	652,229	2,428,412
Transfer Comms	26,804	29,829	32,764	36,259	125,656
Marketing budget	270,000	270,000	270,000	270,000	1,080,000
Operational revenue	302,287	405,858	502,421	623,685	1,834,251
Operational Expenses	75,985	80,895	85,356	103,716	345,951
<i>Call center</i>	12,580	12,580	12,580	12,580	50,320
<i>Salary</i>	46,855	46,855	56,226	56,226	206,161
<i>IT services and misc</i>	14,370	14,370	14,370	14,370	57,480
<i>Employee Bonuses</i>	0	4,910	0	18,360	23,270
<i>Office</i>	2,180	2,180	2,180	2,180	8,720
EBITDA	226,303	324,963	417,065	519,969	1,488,301

Tigran Gasparyan

Operations Manager

Summary

Experienced Operations Manager skilled in optimizing processes, leading teams, and driving results. Strong communicator with a focus on efficiency and achievement.

Contact Info

tigran-gasparyan-87@mail.ru
+374 77 412555

Skills & Proficiencies

- Leadership
- Communication
- Time Management
- Collaboration
- Decision-Making
- Conflict Resolution
- Customer Focus

Work Experience



Director

Domina Fortuna

Sep 2021 to Nov 2023

- Identify new business opportunities and partnerships.
- Cultivate relationships with clients and stakeholders to drive revenue growth.
- Streamline operational processes to improve efficiency.
- Ensure compliance with regulations and industry standards.
- Develop marketing strategies to promote the company's products or services.
- Enhance brand visibility and market presence through targeted campaigns.



Shift Leader

Hamkos

Nov 2013 to Jan 2017

- Supervise and coordinate shift team activities.
- Delegate tasks and ensure adherence to company standards.
- Address customer inquiries and ensure satisfaction.
- Handle complaints and resolve issues promptly.
- Maintain operational efficiency and workflow.
- Troubleshoot and resolve operational issues.
- Provide training and coaching to team members.
- Conduct performance evaluations and offer feedback.



Languages

Armenian

Russian

Manager

Ovsas

March 2009 to June 2013

- *Provide direction, guidance, and motivation to team members.*
- *Oversee daily operations to ensure efficiency and effectiveness.*
- *Recruit, train, and develop employees to achieve performance goals.*
- *Develop and manage budgets, set goals, and plan strategies.*
- *Maintain positive relationships with customers, addressing concerns and ensuring satisfaction.*
- *Assess employee performance, provide feedback, and implement improvements.*

Tigran A. Zohrabyan

Leo str 1, apt 66, Yerevan, Armenia, +374 91 52 30 04, tigran_zohrabyan@yahoo.com

PROFILE

Finance executive with progressive experience within international companies and state institutions. Business process continuous improvement-oriented leader, with strong background in Finance, Management, Advisory and Corporate Law. PhD in Law, MBA.

EMPLOYMENT HISTORY

Aug 2021 — Present	Managing Partner, JP Law Firm Yerevan, Armenia
	Justice & Protection (“JP”) is a premier law firm dedicated primarily to providing legal outsource to corporate clients and resolving legal issues surrounding internal and external aspects of corporate life. www.jpplaw.am The scope of my responsibilities includes: Strategy, business development, CFO functions, negotiations, international clients’ handling from financial and investment coordination domains, strategic partnerships management, clientele expansion
Dec 2019 — Aug 2021	Business Development Manager, Zeal and Win International Consulting Dubai, UAE
	ZWIC is a prominent management consultancy in the UAE that creates expert solutions for business, property and marketing consulting. The company provides bespoke services for both local and global businesses investing in the UAE. www.zwic.com The scope of my responsibilities included: Business development, network and clientele expansion, investment consultancy, banking relations
May 2019 — Present	Founder / Principal Consultant, Dorset Berkshire Consulting Yerevan, Armenia
	DBC synergies sophisticated professionals with knowledge and plenty of experience in various fields oriented on business enforcing, development and continuous improvement with ambitions and big picture vision. <i>Official partner of Prospectacy, an international group of companies providing expert management services.</i> www.dorsetberkshire.com The scope of my responsibilities includes: Consultancy and advisory in finance, corporate structure, business development and strategy
Jun 2019 — Jun 2023	CFO / Member of Executive Committee, Intertech (Gamevision) Yerevan, Armenia
	Intertech is a private company designed to host a variety of different business verticals in the entertainment, marketing and technology sectors online. Providing management services to Gamevision - international iGaming operator with Sportsbook and Casino verticals, <i>the official partner of Real Madrid FC.</i> The scope of my responsibilities included: Capital and risk management, financial strategy and decision support, financial planning, analysis and reporting, strategic partnerships management, legal compliance
Jun 2016 — Jun 2019	Head of Finance and Administrative Dept., Intertech (Gamevision) Yerevan, Armenia
	Supervision of finance, legal, accountants and HR teams

Mar 2015 — Sep 2016	Leading Financial Specialist at Fin. Planning and Analytics Dept., AEG Service LLC	Yerevan, Armenia
	"AEG Service" discloses as "Aqua Energy Gas" an energetic company involved in the List of 100 major Taxpayers of RA.	
Jun 2014 — Sep 2014	Researcher, Turpanjian Rural Development Program (TRDP)	Yerevan, Armenia
	The mission of the program is to extend educational and economic opportunities to rural entrepreneurs to boost their start-up funding by providing low interest rate loans as well as providing non-financial services. Program budget \$5 million.	
Jun 2014 — Sep 2014	Internal Audit Intern, Central Bank of Armenia	Yerevan, Armenia
	The CBA's Internal Audit Group	
Oct 2012 — Feb 2013	Business Development Dept. Internship, Synergy International Systems	Yerevan, Armenia
	Headquartered in Washington D.C., Synergy is global software company that empowers organizations to become more data driven in achieving their impact.	

EDUCATION

2016 — 2019	PhD in Law, Russian-Armenian University	Yerevan, Armenia
	Thesis: "Legal regulations of entrepreneurial activity in the medical services market in the Republic of Armenia"	
	Author to 9 scientific articles	
	Scholarship of the Republic of Armenia	
2013 — 2015	MBA, American University of Armenia (AUA)	Yerevan, Armenia
	Master of Business Administration, concentration in Finance	
	Seth and Arsine Arsenyan Scholarship	
2013 — 2015	MSc in Corporate Law, Russian-Armenian University	Yerevan, Armenia
	Master of Science degree	
	Scholarship of the Republic of Armenia	
2009 — 2013	BSc in Economics, Russian-Armenian University	Yerevan, Armenia
	Bachelor of Science in Economics	
	Scholarship of Russian Federation	

SKILLS	Adaptability	Expert	Problem Solving	Expert
	Communication and Negotiations	Expert	Delegation and time management	Experienced
	Business Strategy	Experienced	Leadership	Experienced
	Analytical thinking	Expert	Networking	Experienced

LANGUAGES	English	Native speaker	Armenian	Native speaker
	Russian	Native speaker		

Nemanja Radevic

Address: 2 25 Martiou, 2660 Kokkinotrimithia, Cyprus.

CURRICULUM VITAE

Information Technology System Administrator

Company Name: **PROSPECTACY LTD- from 2018 till present:**

- Creating workflows in Wrike and MSO Flow
- O365 exchange administrator
- Hybrid cloud/local file server solutions
- Email migration from different providers to MSO 365
- PowerShell exchange administration.
- Migration and maintenance of accounting software
- Intune scripts and software deployment
- Intune device control
- Custom CRM Automations for better workflows
- Azure AD and Azure servers
- Virtual Telephone Solutions
- IP camera installation and structured cabling
- SEO and social media control
- Automations using jQuery and php
- VPN and remote working of employees
- Kaspersky cloud antivirus
- Employees activity reporting
- Joomla, Wordpress, CSS3, Yootheme Builder, Divi, Elementor
- Troubleshooting hacked websites repair, advice on different strategies to achieve best results
- Troubleshooting Computer problems(desktop and laptop, hardware or software issues)
- Synology NAS server administration (high availability, custom backups, replication snapshots, migration and upgrades from one sinology to another.
- Synology C2 cloud backup
- Synology connected to different cloud services as multiple backups
- Synology migrations
- Office 365 licensing

Ordering Hardware and setup
Helpdesk for users
Backups
Filing automations
Portfolio and security management of data
SoftOne accounting system

Web Specialist Company Name **WEBARTS DIGITAL AGENCY**

Dates Employed Jan 2016 – 2018

Location, Nicosia, Cyprus

○

- Joomla and WordPress solutions
 - Creating workflows to minimize errors
 - Website quality control
 - Troubleshooting on Joomla and WordPress platforms for errors
 - Creating tutorials for usage

Senior Web Design and Development & SEO Specialist (External Associate)

SOCIALSPACE GLOBAL MEDIA

Dates Employed Oct 2011 – 2016

Location, Nicosia, Cyprus

- Web & Website Design and Development
 - Web and social media graphic design
 - Code customization and optimization (PHP, CSS, HTML)
 - IT infrastructure support (exchange server end user support and Active directory)
 - Search Engine Optimization (SEO) specialist

Company Name **ALBOURNE PARTNERS**

Total Duration 4 yrs.

- Title: System Administrator
 - Dates Employed Feb 2014 – Oct 2018
 - Title Systems Admin

Education

-

Intercollege

Field of Study IT & Telecommunications

Dates attended or expected graduation2005 – 2009

LICENSES & CERTIFICATIONS

-

Bootstrap

Issuing authorityW3Schools.com

Issued date and, if applicable, expiration date of the certification or license Issued Feb 2016- No
Expiration Date

See credential:

- HTML5
- Issuing authorityW3Schools.com
- Issued date and, if applicable, expiration date of the certification or license Issued Feb 2016-No Expiration Date

See credential:

- CSS
- Issuing authorityW3Schools.com
- Issued date and, if applicable, expiration date of the certification or license Issued 2011-
No Expiration Date

MERI SAFARYAN

+37433181111

m.safaryan@jplaw.am

M. Khorenatsi street 47, apt. 150



WORK EXPERIENCE

2022 September – up to this date JP Law Firm	Senior Associate / Litigation Attorney
2021 Military Police of the RA Ministry of Defense	Socio-legal advisor to the Head of the Military Police of the RA Ministry of Defense ▪ Control over the legality of conducting official examinations of the Military Police of the RA Ministry of Defense ▪ Compilation of summary extracts from MP consultations and relevant recommendations ▪ Fulfillment of the orders and tasks of the Head of the MP of the RA Ministry of Defense
2021 Special Operative Service of the Military Police of the RA Ministry of Defense	Special Operative Service Officer
2019-2021 Member of the Chamber of Advocates	Advocacy activities with criminal law orientation
2018 “Yerevan Plaza” Business Center	Legal advisor ▪ Drafting internal and individual legal acts, contracts and other documents of the company; ▪ Drafting responses to any kind of correspondence, both internal and external, arising from transactions; ▪ Ensuring protection of the company's interests in relations with competent state bodies, individuals and legal entities.
2016-2018 “Gazprom Armenia” CJSC “Avtogaz” LLC	Legal advisor Drafting of civil contracts and other legal documents

EDUCATION

2019-2020 School of Advocates of RA	Criminal law orientation
2012-2016 Yerevan State University	Faculty of Law

LANGUAGES

English – B2

Russian C2

SKILLS

Microsoft Office (Excel, Word, Power Point)

**ANTI-MONEY LAUNDERING AND COUNTER-TERRORISM FINANCING
PROCEDURE**

CONTENTS

1. DEFINITIONS.....	3
2. INTRODUCTION.....	4
3. LEGISLATION.....	5
4. OUR OBLIGATIONS.....	7
5. CUSTOMER'S RISK ASSESSMENT.....	8
6. CUSTOMER DUE DILIGENCE.....	8
7. IDENTIFICATION.....	10
8. REPORTING OF UNUSUAL MONETARY OPERATIONS OR TRANSACTIONS.....	11
9. STORAGE OF INFORMATION.....	13
10. TRAINING.....	13
11. PROVIDERS OF INTERNET GAMING AND GAMBLING.....	15

1. DEFINITIONS

1.1.AML - Anti-Money Laundering

1.2. CFT - Combating the Financing of Terrorism

1.3. Money Laundering –

1.3.1. the conversion or transfer of property, in the knowledge that such property is derived from a criminal act or from involvement in such an act, for the purpose of concealing or disguising the illicit origin of the property or of assisting any person who is involved in the commission of such activity to evade the legal consequences of his action;

1.3.2. the concealment or disguise of the true nature, origin, source, location, disposition, movement, rights with respect to, or ownership of property, in the knowledge that such property is derived from a criminal act or from involvement in such an act;

1.3.3. the acquisition, possession or use of property, in the knowledge, at the time of acquisition/transfer, that such property was derived from a criminal act or from involvement in such an act;

1.3.4. preparation attempts to commit and association to commit any of the acts referred to in points 1.3.1., 1.3.2. and 1.3.3. of this paragraph.

1.4. Terrorist financing - the financing and supporting of an act of terrorism and commissioning thereof within the meaning of Terrorist organization.

1.5. Terrorist organization - membership in a permanent organization consisting of three or more persons who share a distribution of tasks and whose activities are directed at the commission of a criminal offence provided in section 1.18 as well as forming, directing or recruiting members to such organization.

1.6. Acts of terrorism - commission of a criminal offence against international security, against the person or the environment while posing a threat to life or health, against foreign states or international organizations, or of a criminal offence dangerous to the public, or manufacture, distribution or use of prohibited weapons, illegal seizure, damaging or destruction of property to a significant extent, or interference with computer data or hindrance of functioning of computer systems as well as threatening with commission of such acts, if committed with the purpose of forcing the state or an international organization to perform an act or omission, or seriously interfering with or destroying the political, constitutional, economic or social structure of the state, or seriously interfering with or destroying the operation of an international organization, or seriously terrorizing the population.

1.7. Politically exposed natural person (PEP) means a natural person who is or who has been entrusted with prominent public functions including a head of State, head of government, minister and deputy or assistant minister; a member of Parliament or of a similar legislative

Omega Entertainment N.V

Dr. H. Fergusonweg 1, Curacao

body, a member of a governing body of a political party, a member of a Supreme Court, a member of a court of auditors or of the board of a Central Bank; an Ambassador, a Chargé d'Affaires and a high-ranking officer in the armed forces; a member of an administrative, management or supervisory body of a State-owned enterprise; a director, deputy director and member of the board or equivalent function of an international organization, except middle-ranking or more junior officials.

1.8. PEP close associates –

1.8.1. natural persons who are known to have joint beneficial ownership of legal entities or legal arrangements, or any other close business relations, with a PEP;

1.8.2. natural persons who have sole beneficial ownership of a legal entity or legal arrangement which is known to have been set up for the de facto benefit of a PEP.

1.9. PEP close relatives (family members) -

1.9.1. the spouse, or a person considered to be equivalent to a spouse, of a PEP;

1.9.2. the children and their spouses, or persons considered to be equivalent to a spouse, of a politically exposed person; the parents of a PEP.

1.10. Compliance officer - an officer or employee with sufficient knowledge of the institution's money laundering and terrorist financing risk exposure and sufficient seniority to take decisions affecting its risk exposure, and who need not, in all cases, be a member of the management board.

1.11. Unusual monetary operation or transaction - a monetary operation or transaction relating to property which is suspected of being, directly or indirectly, derived from a criminal act or from involvement in such an act and/or is, suspected of being associated with terrorist financing.

1.12. Approved age -

1.12.1. the full age of eighteen (18) years; or

1.12.2. the age that is required to participate in a game of chance under the laws of the jurisdiction in which a person is a resident.

1.13. Customer (client) - a player, who has the approved age and who participates in a game of chance.

2. INTRODUCTION

2.1. The Anti-Money Laundering and Counter-Terrorism Financing Procedure outlines the general unified standards and procedures of anti-money laundering and combating terrorism financing.

Omega Entertainment N.V

Dr. H. Fergusonweg 1, Curacao

This document is a general guide defining Anti-Money Laundering (AML), Counter Terrorist Finance (CTF), Counter Fraud Procedures, regulations, Risk-Based approach.

2.2. Money Laundering is the process by which criminals attempt to hide and disguise the true origin and ownership of the proceeds of their criminal activities, thereby avoiding prosecution, conviction and confiscation of the criminal funds. Terrorist financing can be similarly described although the funds used for terrorist financing may in fact be of legitimate origin.

2.3. The ability to launder the proceeds of criminal activity through the financial systems of the world is vital to the success of criminal operations. Money is the lifeblood of terrorist organizations and vital to the mounting of terrorist activity.

2.4. Throughout this policy the term AML and CFT are to be used interchangeably.

2.5. Historically, efforts to combat money laundering concentrated on the activities of the traditional banking sector. However, criminals have responded to the measures taken by banks over recent years. They have invested in other methods of converting illegally obtained money.

2.6. will always seek to disrupt this activity by cooperating fully with the authorities and reporting all suspicious activity to Financial Intelligence Unit Curaçao.

2.8. All Omega Entertainment N.V. staff members are responsible for considering the AML manual and understanding responsibilities. All staff members must ensure that Omega Entertainment N.V. procedures are adhered to and must obtain all documentary evidence as outlined within Procedure. In addition, staff members must ensure that all suspicious circumstances are immediately reported to compliance officers.

2.9. All contact with Law Enforcement Agencies will be handled by the designated compliance officers or their deputies.

2.10. The Compliance officers are responsible for providing and distributing information and updates to the legislation as and when they occur.

3. LEGISLATION

The main laws or executive decrees relating to money laundering and terrorist financing are:

3.1. The Code of the Criminal Law (Penal Code);

3.2. The National Ordinance on the Reporting of Unusual Transactions (NORUT);

3.3. National Ordinance of 23 November 2015 amending the National ordinance on reporting unusual transactions;

3.4. National Decree providing for general measures, of 8th August 2011, for the implementation of articles 1, first paragraph, subsection a, under 16°, and 22h, second paragraph, of the National Ordinance on the Reporting of Unusual Transactions (National

Decree designating services, data and supervisors under National Ordinance on the Reporting of Unusual Transactions;

3.5. Ministerial Decree with general operation of December 1, 2015, laying down the indicators on the Reporting of Unusual Transactions (Decree Indicators Unusual Transactions);

3.6. The National Decree containing general measures on the execution of articles 22a, paragraph 2, and 22b, paragraph 2, of the National Ordinance on the Reporting of Unusual Transactions. (National Decree penalties and administrative fines for reporters of unusual transactions;

3.7. The National Ordinance on Identification of Clients when Rendering Services (PB 2017 nr. 92 consolidated text);

3.8. The National Decree containing general measures on the execution of articles 9, paragraph 2, and 9a, paragraph 2, of the National Ordinance on Identification of Clients when rendering Services. (National Decree containing general measures on penalties and administrative fines for service providers);

3.9. Ministerial Decree with general operation of March 15, 2010, for the execution of the NOIS (N.G. 2010, no.11);

3.10. Ministerial Decree with general operation of March 15, 2010 for the execution of the NORUT (N.G. 2010, no.10);

3.11. State Sanction Act;

3.12. PB 2014 no 55 Sanction Regulation;

3.13. National Ordinance extending the duration of the sanction decisions;

3.14. Sanction decision Yemen;

3.15. Sanctions Decree Democratic People's Republic of Korea;

3.16. Sanction decision Libya;

3.17. Sanctions national decree Al-Qaida c.s., the Taliban of Afghanistan c.s. Osama bin Laden c.s., and terrorist to be designated locally (N.G. 2010, no.93);

3.18. National Ordinance on the Obligation to report Cross-border Money Transportation;

3.19. National Ordinance Identification for Services;

3.20. National Decree providing for general measures, of 8th August 2011, for the implementation of articles 1, first paragraph, subsection b, under 16°, 6, subsection d, under 12° and 11, second paragraph, of the National Ordinance on the Identification of Customers when Providing Services (National Decree designating services, data and supervisors under the National Ordinance on the Identification of Customers when Providing Services).

4. OUR OBLIGATIONS

4.1. Omega Entertainment N.V. must designate compliance officers who will be responsible for organizing the implementation of money laundering and/or terrorist financing prevention measures as specified in the Money Laundering Regulation (see Article 3) and for liaising with the Financial Intelligence Unit (FIU) Curaçao.

4.2. Only a person who has the education, professional suitability, the abilities, personal qualities, experience and impeccable reputation required for performance of the duties of a compliance officer may be appointed as a compliance officer.

4.3. Compliance officers' obligations include but are not limited to:

4.3.1. establishment of appropriate internal control procedures with the purpose of prevention of monetary operations and transactions related to money laundering and/or terrorist financing: customer and beneficial owner due diligence, submission of reports and information to the Financial Intelligence Unit Curaçao, storage of information according to Money Laundering Regulation, risk assessment, risk management (taking into account the type of product, service or transaction, geographical risk, etc.), compliance management and communication;

4.3.2. undertaking of appropriate measures so that their relevant employees are aware at all times of the provisions currently in force on the basis of the article 3 of this procedure. Such measures shall include participation of the relevant employees in special ongoing training programs to help them recognize operations which may be related to money laundering and/or terrorist financing and provision of instruction to said employees as to how to proceed in such cases;

4.3.3. controlling overall compliance policy for prevention of money laundering and/or terrorist financing and ensuring adequate resources are provided for the proper training of staff and the implementation of risk systems. This includes computer software to assist in oversight;

4.3.4. keeping copies of all training materials. Updated AML training is given annually at minimum plus additional training when the need arises, for example in the case of significant changes in the Legislation. Records must be retained of all training sessions including dates, personnel, who received training (name, surname, functions in the company, their signatures), compliance officer who trained staff (name, surname, functions in the company, their signatures);

4.3.5. monitoring all amendments in the Legislation aimed at prevention money laundering and/or terrorist financing and updating internal instructions according to up to date information. The internal instructions must to be updated at least once a year.

5. CUSTOMER'S RISK ASSESSMENT

5.1. For the purpose of identification, assessment and analysis of risks of money laundering and terrorist financing related to their activities, Omega Entertainment N.V. prepares a risk assessment, taking account of at least the following risk categories:

- 5.1.1. risks relating to customers;
- 5.1.2. risks relating to countries, geographic areas or jurisdictions;
- 5.1.3. risks relating to products, services or transactions;

5.1.4 risk relating to communication, mediation or products, services, transactions or delivery channels between Omega Entertainment N.V. and customers.

5.2. The steps taken to identify, assess and analyze risks must be proportionate to the nature, size and level of complexity of the economic and professional activities of Omega Entertainment N.V.

5.3. As a result of the risk assessment, Omega Entertainment N.V. establishes:

- 5.3.1. fields of lower and higher risk of money laundering and terrorist financing;
- 5.3.2. the risk appetite, including the volume and scope of products and services provided in the course of business activities;

5.3.3. the risk management model in order to mitigate identified risks.

6. CUSTOMER DUE DILIGENCE

6.1. The employee of Omega Entertainment N.V. applies due diligence measures towards the customer:

- 6.1.1. if the value of the customer's transactions in a calendar month exceeds 1000 euro or an equivalent amount in another currency, regardless of whether the financial obligation is executed in a transaction in one payment or several interconnected payments, unless otherwise provided by law;
- 6.1.2. when there are doubts about the veracity or authenticity of the previously obtained identification data of the customer;
- 6.1.3. in any other case, when there are suspicions that the act of money laundering and/or terrorist financing is, has been or will be carried out.

6.2. There are following due diligence measures applicable:

- 6.2.1. identification and verification of the identity of the customer (as set forth in paragraph 7.);
- 6.2.2. receiving and verifying the information about the residential address of the customer;

Omega Entertainment N.V

Dr. H. Fergusonweg 1, Curacao

6.2.3. continuous monitoring of the customer account activity, including tracking transactions conducted during a relationship, regular checking of the data used to identify the person, updating relevant documents, data, and information, and, if necessary, identifying the source and origin of the funds used in the transaction.

6.3. Omega Entertainment N.V. employees shall be prohibited from establishing or continuing any relationships and carrying out transactions when it is not possible to fulfil the due diligence requirements established in this procedure:

6.3.1 where, in the cases established by this procedure, the customer fails to submit the data confirming his identity and his residential address, or where he submits incomplete data;

6.3.2 where the data are incorrect, or where the customer avoids submitting the information required for establishing his identity or the submitted data are insufficient for that purpose.

6.4 Omega Entertainment N.V. shall be prohibited from establishing or continue any relationships without requesting the customer to submit data confirming his identity as per section 6.1, or where there is a substantiated suspicion that the data recorded in these documents are false or falsified.

6.5. In the period of cooperation with the customer Omega Entertainment N.V. must in all cases:

6.5.1. carry out the ongoing monitoring of the customer's activity on his account, used payment methods for refilling his balance and withdrawal transactions, including scrutiny of transactions undertaken throughout the course of such relationships, to ensure that the transactions being conducted are consistent with Omega Entertainment N.V.'s knowledge of the customer, risk profile as well as the source of funds;

6.5.2. to ensuring that the documents, data or information submitted by the customer during due diligence are appropriate, relevant, regularly reviewed and kept up-to-date.

6.6. Omega Entertainment N.V. may, in accordance with internal policies and internal control procedures, refuse to execute the monetary operations or transactions and terminate the transactions or relationship with the customer, where the customer avoids submitting, or refuses to submit, additional information to a company, at its request and within the specified time limits.

6.7. For verification of payment methods used by the players to add funds to their accounts Omega Entertainment N.V. may ask:

6.7.1. photo of a credit card(s) used to make the deposit (the front side with the first 6 digits and the 4 last digits, the expiry date, and the name of the card owner all visible, rear side with the CVV covered);

Omega Entertainment N.V

Dr. H. Fergusonweg 1, Curacao

- 6.7.2. bank statement of the account from which the deposit was made for a period of the last 6 months displaying the name of the account holder;
- 6.7.3. a screenshot from the personal account of the customer in the payment system displaying the transfer of the funds in favor of Omega Entertainment N.V. (in case when e-wallet is used for making deposits);
- 6.7.4. if the customer's preferred method of adding the funds to his account is through his e-wallet (as a mentioned in the subsection 6.7.3.), where funds can be added only by wire transfer or credit card, Omega Entertainment N.V. may additionally ask to provide an account statement of the credit institution confirming the origin of the deposit.
- 6.7.5. if the customer is adding funds to his account using payment method mentioned in the subsection 6.7.3., where funds can be added by other payment methods which are not mentioned in subsection 6.7.4., Omega Entertainment N.V. may ask to prove of the legitimacy of funds used for the deposit.
- 6.7.6. Omega Entertainment N.V. may ask for a screenshot from a personal e-wallet account to confirm the name of the account holder.

7. IDENTIFICATION

- 7.1. Omega Entertainment N.V. identifies the customer and retains the following data on the prior to the account opening:
 - 7.1.1. first name, surname;
 - 7.1.2. personal identification code or, in the absence of a personal identification code, date of birth, place of birth, and
 - 7.1.3. a residential address.
- 7.2. Omega Entertainment N.V. verifies the identification data specified in clauses 7.1.1. and 7.1.2 based on a valid official identity document which includes a photograph of the holder:
 - 7.2.1. a driving license;
 - 7.2.2. an identity card;
 - 7.2.3. a travel-document or passport;
 - 7.2.4. any other document designated by the Ministry of Finance;
- 7.3. The verification of the residential address may be carried out based on the following documents:
 - 7.3.1. valid official identity document;
 - 7.3.2. a recent utility bill;
 - 7.3.3. a recent account statement or reference letter issued by a credit institution/financial institution;

Omega Entertainment N.V

Dr. H. Fergusonweg 1, Curacao

7.3.4. correspondence from a central or local government authority, department or agency

7.3.5. any other documents issued by independent agency;

7.4. In case the employees of Omega Entertainment N.V. have suspicions about the customer's identity document specified in section 7.2., they may ask to provide the copy of the identity document authenticated by a notary or certified by a notary.

8. REPORTING OF UNUSUAL MONETARY OPERATIONS OR TRANSACTIONS

8.1. Omega Entertainment N.V. must pay attention to any activity which they regard as likely, by its nature, to be related to money laundering and/or terrorist financing, and in particular to complex or unusually large transactions, and all unusual patterns of transactions which have no apparent economic or visible lawful purpose, and any relationships or monetary operations with customers from third countries in which, based on the information officially published by international intergovernmental organizations, money laundering and/or terrorist financing prevention measures are insufficient or do not correspond to international standards. Omega Entertainment N.V. must examine the basis for and purpose of execution of such operations or transactions and the results of the investigation must be recorded in writing.

8.2. Omega Entertainment N.V. must report to the Financial Intelligence Unit Curaçao any suspicious or unusual monetary operations or transactions.

8.3. Suspicious or unusual monetary operations or transactions, including:

8.3.1. cases where it is aware of, obtains information concerning, has suspicions or has substantial grounds to suspect that money laundering and/or terrorist financing was, is, or will be performed, or it has been attempted;

8.3.2. cases where they have a suspicion or sufficient grounds to suspect that the customer's funds have been obtained from criminal activity;

8.3.3. cases where they have a suspicion or sufficient grounds to suspect that the transactions or activities are related to terrorist financing;

8.4. There are indicators for helping to identify unusual transactions.

Indicators describe when a transaction (executed or intended) is to be labeled as unusual, and thus should be reported to the Financial Intelligence Unit Curaçao.

8.5. There are two kinds of indicators: objective and subjective:

8.5.1. in case of an objective indicator (see the Annex 1), it describes mandatory under which circumstances a transaction is to be considered as unusual;

8.5.2. in case of a subjective indicator (see the Annex 1), the transaction is considered unusual if the reporting entity (based on its knowledge of its clients, their income and their business activities, and any other circumstance that may be relevant) has reasonable indications to

Omega Entertainment N.V

Dr. H. Fergusonweg 1, Curacao

presume that a transaction is related to money laundering or terrorism financing. For subjective indicators, red flags can be suggested by the supervisors and/or the FIU Curaçao that indicate such possible presumptions.

8.6. Omega Entertainment N.V. must report about unusual monetary operations or transactions mentioned in section 8.3. without delay to the Financial Intelligence Unit Curaçao.

8.7. The term "without delay" is interpreted as follows:

8.7.1. Omega Entertainment N.V. should send their unusual transaction reports within 48 hours after the transaction has been executed, or after there has been an intention of a transaction.

8.7.1.1. In individual cases the reporting to Financial Intelligence Unit Curaçao might be extended to a maximum of 5 working days. A request for extended reporting should be directed in writing to the Financial Intelligence Unit Curaçao, stating the reasons for the extension.

8.7.1.2. The Financial Intelligence Unit Curaçao will inform the respective reporting entity in writing of its decision within 24 hours.

8.7.2. The time period between the execution of the transaction (or the intention to execute a transaction) and the moment the Compliance Officer receives the report, should not exceed 24 hours.

8.7.2.1. As of the moment that the Compliance Officer receives the transaction report, the Compliance Officer has to complete the relevant research with regard to a possible Money Laundering/Terrorism Financing within 10 working days.

8.7.2.2. If after the research period (maximum of 10 working days), there is a suspicion of Money Laundering/Terrorism Financing, the Compliance Officer must report the transaction within 48 hours to the Financial Intelligence Unit.

8.7.2.3. In the case it is not possible to comply with the above-mentioned time periods, the reporting entity shall send a request for reporting extension in writing to the Financial Intelligence Unit Curaçao, stating the reasons for this extension.

8.7.2.4. The Financial Intelligence Unit Curaçao will evaluate objective grounds and inform the reporting entity on its decision in writing within 48 hours upon receiving the request.

8.8. A report is submitted via the online form by accessing the MOT Portal in order to connect to the new reporting system CORSYS (link to CORSYS - <https://portal.mot.cw/portal.html>).

8.9. Prior to reporting, Omega Entertainment N.V. (that is not yet registered) is required to register with the Financial Intelligence Unit Analysis department (registration form - <http://mot.cw/Web/MOTWeb/MOTWeb.nsf/pages/EF80920031A21F9604257822004E9374?Opendocument>)

Omega Entertainment N.V

Dr. H. Fergusonweg 1, Curacao

8.10. The structural unit of Omega Entertainment N.V., a member of a management body and an

employee are prohibited to inform a person about a report submitted on them to the Financial Intelligence Unit, a plan to submit such a report or the occurrence of reporting as well as about any precept made by the Financial Intelligence Unit or about the commencement of criminal proceedings.

8.11. The prohibition provided for in section 8.10. is not applied upon submission of information to competent supervisory authorities and law enforcement agencies;

8.12. Omega Entertainment N.V. shall establish a system of measures ensuring that the employees and representatives of the entity reporting of a suspicion of money laundering or terrorist financing to the Financial Intelligence Unit are protected from being exposed to threats or hostile action by other employees, management body members or customers of Omega Entertainment N.V., in particular from adverse or discriminatory employment actions.

9. STORAGE OF INFORMATION

9.1. Omega Entertainment N.V. must keep a register of reports of unusual monetary operations and transactions specified in section 8.3. of this procedure.

9.2. Omega Entertainment N.V. must keep a register of the customers with whom transactions or relationships were terminated under the circumstances specified in section 6.6. of this procedure or under any other circumstances related to violations of the procedure for the prevention of money laundering and/or terrorist financing.

9.3. Register data shall be stored in paper or electronic format for five years from the date of termination of transactions or relationships with the customer.

9.4. Copies of the identity documents of the customer, other data received at the time of establishing the identity of the customer must be stored for five years from the date of termination of transactions or relationships with the customer.

9.5. The correspondence with the customer must be stored in paper or electronic form for five years from the date of termination of transactions or relationships with the customer.

9.6. Time limits for storage may be additionally extended upon receipt of a reasonable request from a competent institution.

9.9. Omega Entertainment N.V. must store the personal data of staff referred to in section 10.4. of this procedure for five years upon termination of employment.

10. TRAINING

10.1. In providing the specified categories of employees with the AML/CTF training, Omega Entertainment N.V. shall take into consideration the knowledge and qualifications necessary for the duties, responsibilities and authorization of staff. Omega Entertainment N.V. shall, within the framework of the training, explain to staff the AML/CTF requirements and provide detailed information on the measures and activities the staff are expected to conduct within the framework of their responsibilities.

10.2. Omega Entertainment N.V. shall develop and document a staff training plan which contains at least the following programs:

10.2.1. an internal training program for staff, which uses internal training resources (hereinafter referred to as the “internal training”);

10.2.2. an external training program for staff, which uses external training resources, including participation of foreign experts (a qualified person in the AML/CTF area) (hereinafter referred to as the “external training”);

10.2.3. a training program for new employees (employees who have just started to perform their duties, or changed position at Omega Entertainment N.V. (hereinafter referred to as the “new staff training”).

10.3. In addition to the internal training program referred to in subsection 10.2.1. of the present Regulations, Omega Entertainment N.V. shall ensure extraordinary staff training in the cases referred to in section 10.6. of this procedure.

10.4. Omega Entertainment N.V. shall ensure that the information on the conducted staff training is saved by documenting the following data:

10.4.1. name of the training;

10.4.2. personal data of the trained employee;

10.4.3. position and structural unit of the trained employee;

10.4.4. training venue;

10.4.5. head and organizer of the training;

10.4.6. time of training;

10.4.7. duration of the training;

10.4.8. result of knowledge tests and certificate obtained, if any.

10.5. Omega Entertainment N.V. shall ensure that, in addition to the internal and external training, any employee may obtain the necessary advice from senior employees involved in the AML/CTF risk management.

10.6. In addition to the internal training, Omega Entertainment N.V. shall ensure extraordinary staff training in AML/CTF issues at least in the following cases:

Omega Entertainment N.V

Dr. H. Fergusonweg 1, Curacao

10.6.1. new internal and external regulations governing the AML/CTF have come into force and are applicable to the staff of Omega Entertainment N.V;

10.6.2. new services have been introduced which cause changes in the AML/CTF risk exposure;

10.6.3. during performance of his/her duties an employee violates the internal and external regulations governing the AML/CTF due to insufficient knowledge.

Annex 1

PROVIDERS OF INTERNET GAMING AND GAMBLING

Objective indicators

<i>A. A transaction which is reported to the police or judicial authorities</i>	
Indicator	Definition
G0000111	A transaction which is reported to the police or judicial authorities in connection with money laundering or the financing or terrorism.
<i>B. An intended transaction carried out by or for the benefit of a natural person, legal person, group or entity which is on a list compiled by virtue of the Sanctions National Ordinance.</i>	
G0000114	An intended transaction carried out by or for the benefit of a person, legal person, group or entity that is mentioned on a list compiled in pursuance of the Sanctions National Ordinance.
<i>C. A transaction amounting to NAF (ANG) 5,000.00 or more, regardless whether this transaction is carried out in cash, via a check or another payment instrument or electronically or in any other non-physical manner;</i>	
<i>This comprises in any case the following situations:</i>	
G0000135	1. A giro-based transaction amounting to NAF (ANG) 5,000.00 or more:
	A giro-based transaction is a transfer from a bank account of the service provider to a local or international bank account carried out at the request of the client addressed to the service provider.
	2. The taking into deposit or the releasing out of deposit of an amount of NAF(ANG) 5,000.00 or more, at the request of the client.
	3. Sale of tokens to a client in the amount of NAF (ANG) 5,000.00 or more.
	The term "tokens" includes at least chips and credits.
	4. Pay-out of prizes in the amount of NAF (ANG) 5.000,-- or more.
	5. All other cases.
NB In case of Indicator G0000135: please also indicate the applicable sub-indicator (1,2,3,4 or 5) when reporting a transaction. In case of sub-indicator 5, please always provide a description of the situation.	

Subjective indicator

<i>Suspected money laundering transactions or financing of terrorism.</i>	
Indicator	Definition
G0000211	A transaction giving cause to assume that it may be connected with money laundering or terrorist financing.

The following applies for all indicators in these annexes:

- for all amounts mentioned in NAF (ANG): this encompasses both the amount in NAF (ANG) as well as the equivalent thereof in foreign currency;
- the transaction concept encompasses both realized and intended transactions¹.

¹ It is necessary, for an extensive explanation of the foregoing, to peruse the official explanation pertaining to this Decree.

Customer identification and verification (KYC) Policy

1. Information provided by Client upon registration

Upon registering on Company Website, every Client has to fill out the Registration form requesting the following information:

- First name
- Family name
- Nationality
- Gender
- Date of Birth

The record will be saved and created by Company software system. Employee may do additional checks if necessary based on the situation.

2. Proof of Identity

The formal identification of customers on entry into commercial relations is a vital element, both for the regulations relating to money laundering and for the KYC policy. This identification relies on the following fundamental principles: A copy of Client's passport, government issued ID card or driving license. It is obligatory that all four corners of the ID have to be visible in the same image and all details has to be clearly readable besides the named above. We might ask for all details if necessary. An employee may do additional checks if necessary, based on the situation.

3. Proof of Address

Client shall be requested to provide a document confirming their residential address. Accepted documents include: recent utility bill sent to Client's registered address, issued within the last 3 months, bank statement or an official document made by the government that proves state of residence. Document shall be sent with a clear resolution where all four corners of the document is visible, and all text is readable. An employee may do additional checks if necessary, based on the situation.

4. Source of Wealth

Source of funds If a player deposits over two thousand euro there is a process of understandings the source of wealth (SOW) Examples of SOW are:

- Ownership of business
- Employment

- Inheritance
- Investment

1. Risk Management

In order to deal with the different risks and different states of wealth in different regions Company will categorize every nation in three different regions of risk.

Category one: Low risk:

For every nation from the region one the three-step verification is done as described earlier. Region two:

Category 2: Medium risk:

For every nation from the region two the three-step verification will be done at lower deposit, withdraw and tip amounts. Step one will be done as usually. Step two will be done after depositing 2,000 Euros

Category 3: High risk:

Registrations from regions of high risks will be declined. High risk regions will be regularly updated to keep up with the changing environment of a fast-changing world.

Additional measures. In addition, AI which is overseen by the AML compliance officer will look for any unusual behavior and report it right away to a employee of the Company. According to a risk based few and general experience the human employees will recheck all checks which are done before by the AI or other employees and may redo or do additional checks according to the situation. In addition, a data

Attempts to use a different Bank account to for Deposit and Withdraw, nationality changes, currency changes, behavior and activity changes as well as checks, if an account is used by its original owner. Also a User has to use the same method for Withdraw as he used for Deposit, for the amount of the initial Deposit to prevent any Money Laundering.

OMEGA ENTERTAINMENT N.V.

Dr. H. Fergusonweg 1, Curacao

PROCEDURE FOR STORING PERSONAL DATA OF PLAYERS

OMEGA ENTERTAINMENT N.V.
Dr. H. Fergusonweg 1, Curacao

1. Intro

The National ordinance on data protection ("NODP") is the main Regulations dealing with data protection and privacy. The NODP is the current legislation regulating data processing and protection matters on the national level. OMEGA ENTERTAINMENT N.V. (hereinafter referred to as "Company", "we" or "us") is fully committed to adopting this Procedure for Storing Player Data and implementing proper procedures for Personal Data collection, storage, processing and disclosure in full compliance with the regulations of NODP. Management will undertake all reasonable efforts to ensure all affected officers, employees, clients, contractors and partners of the Company have working knowledge of the Regulations in order to stay compliant.

1.1. About Us

OMEGA ENTERTAINMENT N.V. is a Limited Liability Company incorporated in Curaçao under Company number 145632 with registered address at Dr. H. Fergusonweg 1, Curaçao. The provision of betting services shall be regulated by Curacao Gaming Regulator. By nature of business, we are obliged to collect, store and use Personal Data about our Clients. Regarding any questions or inquiries about Personal Data collection, handling, storage and protection, we can be contacted at: support@onion.casino.

1.2. Consenting to this Policy

Each person intending to register as a customer and make use of the Company betting services offered via website [Onion.casino](https://onion.casino) has to acknowledge and consent to this Privacy Policy. Any person who disagrees with any provisions of this policy and refuses to consent with it will not be able to proceed with Client account registration. In case you are hesitant to consent with this policy due to lack of understanding of its general terms and provisions, we encourage you to contact us at: support@onion.casino.

1.3. Data Handling Parties Interrelation

There are three principal roles intertwined in process of personal data disclosure, handling, storage and processing.

Data Subjects are physical persons to whom the personal data belongs. When using any web based services requiring transfer of funds (such as eBanking or remote betting), merchants and vendors have to establish your identity at certain point for various legal objectives. Therefore, your agreement for processing of Personal Data has to be obtained by these parties.

OMEGA ENTERTAINMENT N.V.
Dr. H. Fergusonweg 1, Curacao

Data Controllers are legal entities who are obliged to collect your personal data for their purposes with your prior consent. OMEGA ENTERTAINMENT N.V., being an online betting operator, falls into this category. Due to objectives of our business that can not be handled within Company, we also have to cooperate with several 3rd party companies for ancillary functions like processing of Client deposits and withdrawals.

Data Processors are these legal persons to whom Data Controllers have to transfer Clients' Personal Data for operations like financial transactions.

2. Personal Data Collection and Usage

The Company may collect, handle, store and transfer the following types of information:

- a) Personal identification, residence and contact details submitted to us by Clients filling registration forms on Company Website or any other data submitted to us via the Website or e-mail.
- b) Data regarding registered users' visits to our website including but not limited to: geolocation, times of log in and log out, length of time spent on the Website. Among other purposes, this information shall be used for prevention of registration of players from restricted jurisdictions and in connection with Responsible Gambling Policy;
- c) Additional personal data, including photocopies of identification and residence proof documents, you submit to us upon verification as required by Regulations;
- d) Any information communicated to us while contacting the Company through Website chat or contact form, e-mail, telephone or social media. This information can be used for training and fraud prevention purposes as well as to help resolve future disputes;
- e) Information in connection with financial transactions Clients perform with us;
- f) Data voluntarily submitted to us by means of marketing and promotional research, questionnaires carried out via e-mail, Website or via other means.

2.1. Purposes for Collection and Usage of Personal Data

We have to collect and use personal data to:

- a) satisfy legal and regulatory requirements;
- b) to ensure Company stays fully compliant in terms of Betting Tax and Contributions calculation, reporting and payment;
- c) for security and control, ensuring Clients' safe and transparent usage of our services;
- d) to provide you with optimized User Experience;
- e) for record keeping and statistical purposes;
- f) to further develop and enhance our product for increased Client satisfaction.

3. Personal Data Disclosure

As a general policy the Company will not disclose any Personal Data to anyone other than those officers, employees and partners of the Company that must have access to it for performance of their duties in accordance with Laws and Regulations. Nevertheless, given the non-face-to-face nature of our business, Company must share Clients' information for regulatory as well as vital business objectives. Principal scenarios of Personal Data are as follows:

- a) Data in connection with respective Payment method used for processing your financial transactions on our Website facilitated by Company Partners such as Banks, Payment Service Providers and E-Money Institutions.
- b) Data in connection with KYC and compliance checks for establishing that player does not reside in restricted jurisdiction, not a Politically Exposed Person or involved with Money Laundering or Financial Fraud offences to Identity and Fraud Prevention agencies.
- c) Data Disclosure to Sports Federations and private associations investigating criminal or fraudulent activities related to sports betting.

4. International Data Transfers

Due to Company's Website platform setup and partners' location, certain data transfers have to be directed outside Curacao. In case we do so, we shall undertake to carry out all reasonable efforts to ensure security of data over such transfers. Company expressly demands its overseas Partners to adhere to the same level of Information Security standards as those within Curacao.

5. Storage and Protection of Player Personal Data

Company shall store and protect Personal Data kept by us with latest technological industry standards for Information System Security. SSL encryption shall be utilized for any transfer of sensitive data to and from the Website in both Client/Company and Company/Partner iterations. Datacentres that Company uses for various components of its server infrastructure must present valid Certification ISO 27001:2013 as proof of compliance with Information Security standards.

Depending on importance of Data for Company objectives, including compliance with Anti-Money Laundering, Fraud Prevention, Tax Reporting and other regulations, we may be required to store certain segments of data for up to 5 years.

- a) Logs of Client visits and Website usage-related information, other than that related to financial transactions shall be stored for up to 24 (twenty four) months;

OMEGA ENTERTAINMENT N.V.
Dr. H. Fergusonweg 1, Curacao

- b) Contact information including personal identification documents, contact details and other KYC information shall be stored for up to 5 (five) years;
- c) Details pertaining to financial transactions, sources of deposits and destinations of withdrawals, any investigations and reports of suspicion in ML/TF or Fraud activities shall be stored up to 5 (five) years.

In cases of deletion of documents/data related to prior or ongoing investigations, even after lapse of respective periods, records shall be kept by the Company until obtaining authorization for deletion from Curacao Gaming Regulator.

In some exceptional situations, records shall be kept for longer periods of time – such as ensuring Client who requested indefinite self-exclusion is never able to use Company's betting services.

6. Player Rights in relation to their Data

Pursuant to National ordinance on data protection, Data Subject has right to access personal information held by an organization and to challenge its accuracy, if need be. Personal information can only be used for the purposes for which it was collected. If an organization is going to use it for another purpose, consent must be obtained again. Individuals should also be assured that their information will be protected by appropriate safeguards.

Namely, the Data Subject has the rights to:

- a) Request access to the information Company has about you. Obtain from the Data Controller confirmation as to whether or not personal data concerning you are being processed;
- b) Right to have Data Controller without undue delay rectify any inaccurate personal data concerning you;
- c) Right to have Data Controller erase personal data concerning you (right to be forgotten) without undue delay. However, this will not mean that we will be able to invalidate the processing performed when authorized;
- d) Right to object at any time to processing of personal data concerning him or her. However, this will mean the Company will have to cease offering betting services to such Client
- e) Restrict processing of Personal Data to certain purposes. Depending on specifics such request may, however, mean Company will no longer be able to extend full range of betting services to you due to these restrictions;
- f) In case not satisfied with the manner request was handled by Data Controller – file a complaint with the relevant responsible body.

Responsible Gaming

Omega Entertainment N.V is committed to responsible gaming as its cornerstone, principal policy. Being a responsible company means protecting the young and vulnerable, preventing underage betting and any fraudulent or criminal behavior, and protecting customer's information.

1 Our Commitment

1.1 At Omega Entertainment N.V, we are committed to giving our customers the best possible betting experience, in a safe and enjoyable environment. The Company considers itself to be a world class service provider offering value to players seeking enjoyable and honest betting service through the use of specialized and tailor-made odds.

1.2 For the majority of players sports betting is an enjoyable and social way of spending their time, and we will passionately defend the rights of our players who wish to continue to gamble responsibly with us.

1.3 We also appreciate that for a small number of people betting can cause social, financial and health problems, and we will do whatever we can to ensure that customers are fully aware of what support mechanisms are in place to help them

2 Our approach

Omega Entertainment N.V:

- Believes that sports betting should be a fun experience
- Believes that customers need to be fully informed in order to make their own decisions
- Will only promote our products and services in a responsible manner
- Is committed to continuously improving and updating responsible gaming and compliance measures

3 Staying in Control

Omega Entertainment N.V strives to provide most enjoyable betting experience and would therefore recommend the following to our customers:

- Sports betting should be entertaining and fun
- Betting has to be viewed as a form of leisure not as a way of earning money
- Don't chase your losses
- Only gamble within your means and with whatever you can afford to lose.
- Keep track of the money you spend and monitor gaming session time
- Do not gamble if you are depressed or upset
- Balance sports betting with other activities
- Consider setting your own limits on cash spend, cash loss or time spent betting.
- If you need a break from betting please contact support to discuss time out or self-exclusion.

If you need counselling about any concerns you may have regarding betting, please contact one of the organizations detailed below.

4 Gambling Counselling Organizations

4.1 Gamblers Anonymous, international fellowship assisting problem gamblers can be visited at: www.gamblersanonymous.org.uk.

4.2 Gambling Therapy provides support and counselling for anyone adversely affected by gambling: www.gamblingtherapy.org.

5 Underage Gaming

It is strictly illegal for anyone under the age of 18 or legal betting age in their respective jurisdiction to open an account or to gamble at our website. We carry out age verification checks on all customers. Please note that anyone under the age of 18 found to be using the site will have any winnings forfeited and may also be reported to the law enforcement authorities.

6 Website Blocking Software

This can be useful to help any parents control the websites that children or young people can access.

Many internet providers will offer you a free option or solution to let you block or place filters on your account to further protect children from accessing adult sites.

There are also a number of third party applications that you can use to monitor or restrict access to the internet:

1. Net Nanny www.netnanny.com: General blocking software that protects children from inappropriate web content. Also available on iOS and Android devices.
2. CYBERSitter www.cybersitter.com: Filtering software allowing parents to choose their own sites to block.
3. GamBlock www.gamblock.com: Specific blocking software for gambling websites. Also available for Android devices.
4. Betfilter www.betfilter.com: Specific blocking software for gambling websites. Also available for Android devices.

Many mobiles, tablets and PCs have built-in parental controls that you can use.

7 Limitation and self-exclusion / time-out

Should any player need to limit their gaming or even take a break, the Company encourages the player to contact our Customer Support Department. The following types of requests can be submitted:

7.1 Limitation of maximum cumulative amount player can wager over certain period of time (day, week, month);

7.2 Limitation of an amount player can lose over certain period of time;

7.3 Limitation of maximum time spent logged into system over certain period;

7.4 Opting out of gaming for a period of time up to one month is called a TIME-OUT (shorter period than that of a self-exclusion)

7.5 Self-excluding themselves from betting for a period of time or permanently.

8 Setting Limits

We would encourage players to set limits on their account to manage their betting, and to be aware of what they are spending, losing or the time they play.

9 Time-Out

9.1 This is a facility that allows a player to take a short break from sports betting with us. They can select from a period of 24 hours, 48 hours, 7 days, 30 days

9.2 Once the opt out session has begun then the player cannot use the account for betting. They can however log on to withdraw any remaining balance.

10 Self-Exclusion

10.1 Self – exclusion is a formal process whereby a customer will request us to prevent them from being able to access our products or services for a specified period of time, or in some cases indefinitely.

10.2 They can self- exclude for a period of time for, 1 month, 6 months, 1 year, 2 years, 5 years or indefinitely.

10.3 Once a self – exclusion has been activated customers cannot access the account. An arrangement will be made to pay any balance on the account.

10.4 A self-exclusion cannot be overridden, cancelled, or changed until the period by which the self-exclusion finishes has been reached.

10.5 When the period of the self-exclusion has finished, and the customer wishes to re-open their account they must contact Support and request this. The account will be reinstated once a period of 24 hours has elapsed, giving the customer a cooling off period to decide if it is the correct decision.

10.6 The customer can also extend their self-exclusion following the normal guidelines for exclusion.

10.7 During Time-Out and Self-exclusion, the Company will do everything to suppress any marketing sent to any customers who have opted for these measures.

11 Making Changes to limits/ time-outs Limits

If a player tries to make changes to any active limitations set, the following rules will apply:

11.1 If the change request seeks to decrease the cash limit set to spend then such request will be activated immediately upon receipt by Support

11.2 If the change request seeks to increase cash limit set to spend then such a request will not come into effect until 7 calendar days since the last limitation relating to the subject was enforced.

11.3 If the change request seeks to decrease the amount set that a player can lose then such request will be activated immediately upon receipt by Support

11.4 If the change seeks to increase the amount set that a player can lose then such a request will not come into effect until 7 calendar days since the last limitation relating to the subject was enforced

12 Time-Out

12.1 If the change seeks to increase the amount of time you have set to opt out of betting then such request will be activated immediately upon receipt by Support

12.2 If the change seeks to decrease the amount of time set to opt out of betting then such a request will not come into effect until 7 calendar days since the last limitation relating to the subject was enforced

13 Fair and open Gaming

13.1 All bets will be accepted in accordance with the current LINE - a list of Markets with the fixed odds and winning coefficients established by the Company. The odds can be changed by the Company after the bets are placed, but conditions of bets remain intact. Clients should check for all possible changes in the odds prior to placing the bet.

13.2 You will find a full set of fair play rules detailing how any bets are settled on our website.

TERMS AND CONDITIONS

**FOR PROVISION OF ONLINE BETTING AND ONLINE CASINO
SERVICES.**

1. RECITALS AND DEFINITIONS

The following Terms and Conditions regulate the usage and operation of www.onion.casino, the online sports betting and online casino website owned and operated by OMEGA ENTERTAINMENT N.V., limited liability company duly registered under the Laws of Curaçao, bearing company number 145632 with registered address at Dr. H. Fergusonweg 1, Curaçao (hereinafter referred to as Company). Terms and Conditions define both the Rules and Procedures for opening and maintaining player accounts, depositing funds, placing bets, paying out winnings and resolving disputes, as well as the specific features of bets on sports. Any person who visits Company website and wishes to register a Client account and use Company's betting services has to expressly consent to these Terms and Conditions, along with KYC Policy, Procedure for storing personal data of Players.

MAIN DEFINITIONS:

Bet	-	is a risk-driven agreement for potential winnings entered into between the Client and the Company according to the established Rules and Procedures. Accomplishment of such agreement is conditioned by an event, outcome of which is yet to be determined. Bets are accepted pursuant to these Terms & Conditions and Betting Rules offered by Company and agreed to by Client.
Client	-	is an individual placing a bet with the Company based on their anticipation of an event outcome.
Outcome	-	is the result of the event (events) on which the bet was placed.
Odds	-	the quotation by the Company of probability of certain outcome of event, defining respective payout to Client in case of winning bet
Line	-	list of events with odds the Company offers for betting
Stake	-	Amount the Client chooses to wager

2. GENERAL TERMS

2.1. OMEGA ENTERTAINMENT N.V. is governed by the Laws of Curacao

2.2. Company is regulated by Curacao Gaming Regulator and licensed for accepting bets pursuant to license number 8048/JAZ2018-019.

2.3. The Company accepts bets on sports and other events occurring worldwide.

2.4. Accounts may be opened and bets be placed strictly by and for legally capable persons over 18 years of age.

2.5. Persons filling the Registration Form must also read, understand and consent with these Terms and Conditions along with Privacy Policy, Cookies Policy and Betting Rules. All Clients who consented to these documents are deemed to have thoroughly read, understood and agreed to abide by all the provisions in these Terms and Conditions, Betting Rules & Procedures and Policies.

2.6. Online betting is prohibited in some countries, and consequently gambling-related payments and money transfers may also be forbidden. The Company will undertake utmost effort to establish list of jurisdictions where offering betting services is prohibited or prescribed to be offered strictly under local licensing regulations. Currently, the Company disallows opening accounts to the persons resident in:

Curaçao, Aruba, St. Maarten, Bonaire, Saba, Statia, Netherlands, USA, France, Australia, and any other country where gaming services are illegal.

Notwithstanding the foregoing, it is the Client's ultimate responsibility to establish that opening account and using Company's betting services is legal in jurisdiction of their residence. Before using the website, the Client must make sure that they do not breach laws and regulations related to the online betting industry in their territory of residence.

2.7. The following individuals are not allowed to place bets with the Company:

- individuals who directly participate in the events offered for wagering (e.g. sportspeople, coaches, referees, club owners or club management or other individuals who can influence the outcome of the event), as well as any individuals acting on their behalf;
- individuals employed by or representing other bookmakers;

- individuals who are prohibited from entering into a contract with the Company subject to the effective legislation.

2.8. Whilst Company shall strive to detect and block minors, persons resident in restricted jurisdictions and affiliated persons from trying to register and use online gaming and betting services, it is the Client who shall be liable for actions taken to bypass restrictions in paragraphs 2.4, 2.6 and 2.7 hereof. Should these Rules be violated, the Company reserves the right to refuse payment of any winnings, refund stakes at 1x1, as well as to cancel any pending bets. The Company shall not be held liable in relation to the actions taken by the abovementioned persons to conceal their age, jurisdiction of residence or affiliation prior to becoming aware that the Client falls within any of the abovementioned categories. The Company shall be entitled to take the above measures at any time after becoming aware that the Client belongs to these restricted categories.

2.9. The Company also reserves the right to decline a bet of any type from any Client should they violate minimally acceptable standards of social conduct.

2.10. These Terms and Conditions shall be posted on website.

2.11. Due to changes in legislative and regulatory frameworks and as dictated by operating conditions, Company may from time to time be required to amend its Terms and Conditions. The Clients will be informed of any such update via e-mail and/or notification in player cabinet upon the first Log In after change is effected. Clients will have to reaffirm consent to amended Terms and Conditions and Policies prior to being granted access to betting services.

3. REGISTRATION AND MAINTENANCE OF CLIENT ACCOUNT

3.1. The Client has to register on Company website by filling all mandatory details via the registration form, pass identification process and provide valid e-mail address for verification purposes;

3.2. The identification process of the customer includes:

- taking a photo of the client's ID document in real-time regime;
- taking a photo of the client's face in real-time regime;
- uploading a document, proving his residential address.

3.3. The Company identifies the client based on the following documents:

- identity card;
- digital identity card;

- residence permit card;
- passport;
- diplomatic passport;
- alien's passport;
- driver's license if the owner's name, a photograph or facial image, signature or facsimile of the signature and date of birth or personal identification code are indicated in the document.

3.4. Once registration forms are completed and identification is passed, Software system sends a letter with a verification link to the Client's e-mail. Once Client has confirmed the registration by clicking the verification link, the account is activated;

3.5. The Company entrusts the Client to provide complete and accurate information about themselves while filling out the registration form. The Company accepts no responsibility for cases when individuals provide false or incomplete information. In cases of provable intentional provision of false information by Client upon registration, Company is obliged to close such accounts without prior notice.

3.6. As per legal and regulatory requirements, Company is obliged to perform verification of personal information provided during registration. As part of this verification, Company is entitled to check personal details against proprietary and open risk intelligence data sources.

3.7. Each registered Client may have only one account. With regards to registration on the Company website, Client profile is assumed to be: one person residing at their registered address, receiving electronic communication on their email address.

3.8. Under no circumstances should Client attempt to re-register for the new account (i.e. under new name even in case of name/surname change, with a new e-mail address, etc.). Should re-registration (inter alia under new name or contact details), provision of another person's documents, or use of invalid or false documents (including documents altered by means of image processing software) be detected, Company reserves the right to void any bets placed from such Client accounts. If the Client refuses to undergo verification, besides voiding the bets, Company reserves the right to suspend such suspicious accounts for the period of investigation.

3.9. In certain cases where information available to the Company raises doubts as to authenticity of provided data, Company reserves right to request additional visual proof of provided documents and payment methods ownership by Client.

3.10. Client shall be responsible for keeping their password and account number received at registration confidential. Company regards any and all actions performed in logged in Client account panel as performed by Client.

3.11. Should the Client's login details come into the possession of a third party, the Client should change their account password and e-mail password to stronger ones and inform the Company if no longer possible to do so by contacting Support at: support@onion.casino.

4. DEPOSITS AND WITHDRAWALS

4.1. There are various ways of depositing and withdrawing funds from the Client's account. All deposit and withdrawal methods can be found in the "Payments" section of Client cabinet.

4.2. All deposit and withdrawal requests are processed 24/7.

4.3. Clients must only use payment sources belonging to Client account owner. In occasions where deposit originated from payment method not belonging to account owner, Company reserves right to refund deposit to deposit source without prior notice;

4.4. The Company Risk/Fraud Prevention department are obliged to:

- a. not approve any deposit and withdrawal transaction before the identity of account owner has been verified.
- b. investigate any withdrawal that was requested after deposit without making any bets;
- c. investigate with potential for partial decline any withdrawal should the deposit or withdrawal amounts be grossly inconsistent with amounts of bets placed (the Client must place bets with stakes that are not miniscule compared to amounts of deposits and the bets must have odds of at least x1.1). Permitted withdrawal amounts shall be calculated based on the ratio of the sum of bets placed from any given deposit against sum of the deposit.
- d. Not release any withdrawal pending results of investigation if the Client account is under reasonable suspicion of illicit use, such as controlled by minors or affiliated persons, false identity or residency, or any other patterns indicating fraudulent activities;

4.5. Should the Company Risk/Fraud Prevention department have any concerns about the Client's identity or their address or payment method details (age, address, credit or debit card, other data), additionally to the provided documents during identification process they are entitled to request supporting documents from the client substantiating their identity, source of funds or

other submitted data. Company is entitled to suspend any withdrawals until all such details are fully verified. Company shall strive to complete verification in longer than 72 (seventy-two) hours from receipt of last requested document. If it is proven that any of the submitted data is incongruous or false, Company is entitled to void all bets and suspend all transactions until owner of the account in question furnishes sufficient clarification of discrepancies. In cases of reasonable suspicion of fraudulent activities, Company is entitled to request for originals or certified as true copies of the documents to be sent by registered post.

4.6. The deposit can be transferred to the client's account for the making of bets only using the payment instrument belongs to the same person as an account opened in the company's system.

4.7. Only the same payment method can be used for withdrawal as the method used for deposit. In case Client uses various methods for making deposits, withdrawals should be made to last deposit source and also proportionate to ratio of amounts deposited from different methods.

4.8. If the Client, upon presenting justifiable reason, requests a withdrawal to a different account to that used when depositing, all KYC documents and respective account documents are re-checked for confirmation. In case a specific payment method does not have withdrawal option, another payment method should be suggested.

4.9. In certain circumstances and in respect to certain categories of Clients, Company reserves right not to reimburse service charges imposed by payment systems on deposits or withdrawals. Under the normal circumstances and with regards to Players in good standing, Company reimburses payment systems charges connected to funds transfer.

4.10. Company reserves the right to suspend withdrawal until further investigation if Client is found to be in serious breach of any other provisions of these Terms and Conditions.

5. PLACEMENT AND SETTLEMENT OF BETS

5.1. As betting is regarded as risk driven activity, the Company shall not under any circumstances be held liable to the Client for any direct, indirect, collateral, or incidental losses or damages (including loss of profit), caused by use of Company website and any of its contents.

5.2. Company shall not be liable for Internet connection and/or failure while placing or receiving confirmation of a bet. Such occurrence shall entail that bet was not placed.

5.3. Since prior to registration, the Client declared to have read, acknowledged and agreed with these Terms and Conditions; while placing a bet the Client is assumed to be fully knowledgeable of provisions of these Terms and Conditions.

5.4. In light of the above, all bets registered on the website shall be deemed valid. Bet cancellation shall only be performed pursuant to respective provisions of these Terms and Conditions.

5.5. The maximum stake is determined by the Company for each selection separately. Maximum stake limits vary by sport and event. Whenever an accumulator (system) bet comprises several legs with different stake limits, the lowest maximum stake limit shall apply.

5.6. The Company reserves the right to limit the maximum stake or odds on certain selections as well as to limit or raise the maximum stake or odds for certain categories of Clients without any notification or giving reasons.

5.7. Placing a bet more than once on the same outcome or combination of outcomes by the same bettor can be restricted at the discretion of the Company.

5.8. A bet is considered to be accepted after its registration on the server and its online confirmation on the website. Registered bets may not be altered or revoked unless as prescribed by these T&C.

5.9. Bets are only accepted in amounts not exceeding the current balance on the Client's account. Once a bet has been registered, the stake is debited from the account. After bets have been settled, the winning bets are credited to the Client's account.

5.10. Bets are accepted before the start of the event; the relevant date, starting time, and commentary shown in the Sports section are indicative. Any bet placed after the event has started for any reason will be deemed void, except for in-play (live) bets, which are bets made while an event is taking place. Such bets shall be deemed valid until the match ends.

5.11. SPORTS and LIVE bets may not be changed or deleted except for the certain cases described in relevant paragraphs of Betting Rules and Procedures.

5.12. If bets are settled incorrectly (e.g. the results were entered by mistake), such bets shall be recalculated. However, bets placed in the period between the erroneous settlement and recalculation shall be deemed valid. In the event the bettor's account proves to be negative after such recalculation, no bets may be placed until the bettor has made a sufficient deposit.

5.13. No sports event shall be deemed rescheduled or cancelled unless the same is announced in official documents issued by the event organizer, on official websites of sports federations, on websites of sports clubs, or by other sources of sports information. Events indicated in the Sports section shall be adjusted accordingly.

5.14. A bet shall be cancelled should the Client deliberately mislead the staff (Company employees) by submitting false data and requests pertaining to betting, payouts, results of the event, or any other details or requests of such nature. This rule shall also apply to minors (individuals under 18 years of age) and their parents.

5.15. A bet shall be cancelled if it has been placed on a known outcome (an event has finished, but the results have not been updated).

5.16. Bets shall be settled and winnings shall be determined based only on the results declared by the Company. Any complaints about the results, date and actual starting time of the event shall only be considered along with official proof of any such discrepancies from the relevant sports organizations and federations.

5.17. All name and titles are provided as per best of information available from Company's information sources. Erroneous placement of bets due to misspelling or incorrect transliteration (or translation) of a team name, player's surname, or sports venue shall not be considered by the Company as legitimate grounds for cancellation and/or refund of bets.

5.18. The Company reserves the right to suspend or close a Client account immediately and void any bets placed thereon should the Company establish that:

- a. when the bettor placed the bet, they had information on the result of the corresponding event;
- b. the bettor was able to influence the outcome due to their participation in the match (sportspeople, coaches, referees, etc.) or because they acted on behalf of such parties;

- c. bets were placed by a group of bettors acting in concert (as a syndicate) in order to exceed the limits set by the Company;
- d. one bettor has several betting accounts (multiple registration);
- e. Client is suspected of using special software or hardware facilitating automated betting;
- f. illicit methods were used to obtain information or circumvent provisions of Company's Terms and Conditions, Rules and Policies. In such circumstances, balances on Clients' accounts shall be reverted to initial amount after an investigation has been concluded. The balance shall be calculated to exclude any profits generated by unfair betting techniques. The Company reserves the right not to reimburse clients for any service charges imposed by payment systems while depositing and/or withdrawing monies from the Company account.

6. ACCOUNT CLOSURE AND DORMANT ACCOUNTS

6.1. Company is entitled to close Client's account in case investigation into account activity or ownership proves beyond reasonable doubt to be in gross breach of Laws, Regulations, there Terms and Conditions, Policies and Rules such as:

- a) account under control of a person under 18 years old;
- b) account belonging to person resident in restricted jurisdiction;
- c) account belonging to affiliated persons such as coaches, sports team owners, staff of other bookmaking companies or persona acting on their behalf;
- d) account has been used by an employee of the Company who is directly involved in functions related to the conduct of the game;
- e) accounts that were used for attempts of Money Laundering/Terrorist Financing, fraudulent and other illegal activities;
- f) accounts used for multi-accounting, automated, syndicated and other types of betting designed to offer unfair advantage to player.

Any prize won by a person whose account has been involved in the abovementioned scenarios is forfeited to Curacao Gaming Regulator.

6.2. Client may close their account at any time by writing to Support: support@onion.casino.

6.3. If no deposit, bet or withdrawal has been performed on Client's account for 12 (twelve) months, such account shall be regarded as "idle".

6.4. After period of 12 (twelve) from last recorded activity Company shall try to establish contact with Client and request the updated KYC with goal to return balance in that account.

6.5. If after month 24 (twenty-four) the Client does not return contact, Company shall treat such accounts as "dormant".

7. COMPLAINTS POLICY

The Company has the following procedure for addressing complaints:

7.1. The client should address a complaint to the e-mail: admin@onion.casino. The mandatory requirements are clear indications of User ID and description of the problem. Alternatively, it is possible to communicate directly with the support team via chat or use the contact form from the website.

7.2. When the support team receives the complaint, wherever possible we will try to respond and resolve the situation at an informal level. The matter will go no further unless the customer is still dissatisfied, at which point the formal process will then begin. In this case the complaint is registered and forwarded to the senior level employees in department responsible for the specific type of complaint.

7.3. The employee of the respective department receives the complaint, checks the initial data with the employee who initially dealt with the situation, reviews the complaint in order to consider whether further investigations need to be carried out and determines who is appropriate to lead on the complaint. When investigating the complaint, the responsible employee will ensure that the complaint is fully understood, this may require interviewing the staff, reviewing any written information or requesting additional documents from the client. Upon review of all the information the responsible employee proceeds with a decision regarding this complaint.

7.4. Once the complaint is reviewed and the decision has been taken, the client receives the notification via e-mail. In most cases the Company will aim at providing a full response within a reasonable time. However, if this is not possible because, for example, a detailed investigation is required, the Company will provide an interim reply explaining what is being done to deal with the complaint and providing a revised timetable. The reply will

be always provided in a written form so that both parties have a written record of the outcome.

7.5. The following appeals procedure will apply in cases where the complainant is not satisfied with the initial response. In case the complainant is dissatisfied with the response they have received they are entitled to appeal the decision to Curacao Gaming Regulator. Rulings by the Gaming Regulator will be accepted by Company as final and binding for the Company. In all incidences complaints will be recorded in the Company's internal complaints register and reviewed on a regular basis to suggest improvements in the customer service.

LOAN AGREEMENT

12th November, 2018

HERMES SOLUTIONS LIMITED, a company organised and existing under the laws of the Republic of Seychelles, with registered address at Global Gateway 8, Rue de la Perle, Mahe, Seychelles, hereinafter referred to as the Lender, represented by the director Sergey Babayan, and

OMEGA ENTERTAINMENT N.V., a company organised and existing under the laws of Curacao, with registered address at Heelsumstraat 51, E-Commerce Park, Curaçao hereinafter referred to as the Borrower, represented by the EMS Management Services N.V., Managing Director,

collectively hereby referred to as "the Parties" or separately as the "Party", have entered into this Loan Agreement on the following terms:

1. SUBJECT OF THE AGREEMENT

1.1. Provision of the Loan

In accordance with terms and provisions set forth herein the Lender shall provide a loan to the Borrower in the maximum principal amount up to EUR 20,000 (Twenty thousand Euro) (hereinafter the "Loan").

The Borrower undertakes to accept the Loan and to repay to the Lender all received principal amount of the Loan and all accrued interest thereon within the period of time stipulated herein.

2. DRAWDOWN OF THE LOAN

2.1. The principal amount of the Loan referred to in Section 1.1 herein shall be available in multiple drawings.

2.2. The date of the disbursement of the principal amount of the Loan or any portion of it shall be considered the date of debiting a respective amount from the bank account of the Lender.

3. COMMITMENT PERIOD

3.1. The Loan will be available for the period (the "Commitment Period") from the date hereof up to 1st day of November 2022.

4. REPAYMENT AND LOAN INTEREST RATE

4.1. Repayment of the Loan

The principal amount of the Loan shall be repaid in full by the Borrower by the 1st day of November 2022.

Any amount repaid cannot be borrowed again.

4.2. Loan Interest Rate

The Borrower undertakes to pay interest on the received principal amount of the Loan from the date of the disbursement of the principal amount of the Loan or any portion of it until the full repayment of the Loan. Interest on all amounts outstanding under the Loan shall accrue daily and be calculated by the Lender at an annual rate of 3,5%.

The interest shall accrue on the received amount of the Loan and be payable together with the principal amount of the Loan.

Interest shall be computed on the basis of a 365.2 day a year for the actual number of days elapsed.

4.3. Prepayments

The Borrower shall be entitled to prepay the received amount of the Loan and all accrued interest thereon.

5. PAYMENTS

5.1. The total amount payable by the Borrower to the Lender in respect of the Loan shall be the aggregate of the principal amount of the Loan and including also, interest due thereon as specified in this Agreement and the additional fees, costs and charges referred to in this Agreement (including costs and charges arising by reason of any default by the Borrower).

5.2. All repayments and payments by the Borrower hereunder shall be made, without set-off or counterclaim, in the currency of the Loan to such account of the Lender as the Lender may from time to time notify to the Borrower.

5.3. Where any payment under the Loan Agreement falls due on a day which is not a Business day, it shall be made on the next succeeding Business Day.

6. REPRESENTATIONS AND WARRANTIES

The Borrower hereby represents and warrants to the Lender that:

6.1. it is a legal entity duly organised and registered under the laws of the Republic of Cyprus with power to own its own assets, to conduct its business, to enter into this Agreement and to exercise its rights and perform its obligations thereunder and all corporate and other action required to authorise its execution of this Agreement and its performance of its obligations thereunder has been duly taken; and

6.2. the obligations expressed to be assumed by it in this Agreement are legal and valid obligations binding on it in accordance with the terms thereof; and

6.3 the representations and warranties referred to in this Section 6 shall survive the execution of this Agreement and shall be deemed to be repeated on each day on which the Loan remains outstanding by reference to the facts and circumstances for the time being then pertaining.

7. DEFAULT

7.1. Any of the following events or circumstances shall constitute an Event of Default hereunder

(a) if the Borrower defaults in the repayment on the due date thereof of any amounts due to be paid by the Borrower to the Lender pursuant to the terms of this Agreement and such default continues for a period of 10 calendar days;

(b) if an application is presented or an effective resolution is passed for the liquidation or winding-up on the Borrower;

(c) if any bankruptcy or other similar proceedings shall be initiated by or against the Borrower, or an arbitration court receiver or manager shall be appointed of the assets or undertaking of the Borrower;

(d) if any distress, execution of other process shall be levied or enforced or sued out upon or against any of the assets of the Borrower and the same shall not be removed or discharged or paid out within 45 calendar days;

(e) if the Borrower shall stop or threaten to stop payment of capital or interest under any agreement or shall cease or threaten to cease to carry on its business or substantially the whole of its business;

(f) if the Borrower fails for 20 calendar days to perform or satisfy any other material condition, undertaking or agreement herein stated to be performed or satisfied by it.

7.2. Upon the occurrence of any Event of Default as defined in Section 7.1 above:

(a) the Lender will cease to have any obligation to provide further financing under this Agreement; and

(b) the entire amount due under this Agreement shall become immediately due and payable together with all accrued interest and charges upon first demand being made by the Lender.

8. ASSIGNMENT

8.1. This Agreement shall be binding and inure to the benefit of the Borrower and the Lender and their respective successors and assigns, provided, however, that the Borrower may not assign any of its obligations or rights under this Agreement without the prior written approval of the Lender.

8.2. Lender may grant participation in all or any part of the Loan to any third person. The Lender may transfer all or a part of its rights or obligations under this Agreement to any third person.

9. FORCE MAJEURE

9.1. The Party shall not be held liable for failure to fulfil obligations hereof in part or in full if such non-performance is the result of force majeure circumstances, occurred after execution of this Agreement, which a Party could neither foresee nor prevent by any reasonable means, provided that such Party shall immediately notify the other Party in writing on occurrence of force majeure circumstances.

9.2. Force majeure shall mean circumstances beyond reasonable control of the Parties including actions of state and/or municipal agencies, adoption of laws of prohibitive character, wars, disturbances, strikes, as well as acts of God (floods, fires, earthquakes, epidemics, landslides, etc) which result in impossibility to perform obligations hereunder.

9.3. In case force majeure lasts for more than 2 months, any of the Parties shall be entitled to terminate this Agreement upon notifying the other Party with this respect in writing 30 calendar days in advance.

10. APPLICABLE LAW AND ARBITRATION

10.1. This Agreement shall be governed by and construed in accordance with the laws of the Republic of Seychelles.

10.2. Any dispute, controversy or claim arising out of this Agreement or relating to it, that cannot be resolved through discussion and consultation among the representatives of the Parties, shall be referred to the final settlement to the courts of the Republic of Seychelles.

11. MISCELLANEOUS

11.1. If any provision hereof is held to be illegal, invalid, or unenforceable under present or future laws effective during the term thereof, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance therefrom.

11.2. All rights of the Lender contained in this Agreement are in addition to all rights vested or to be vested in the Lender pursuant to the applicable law.

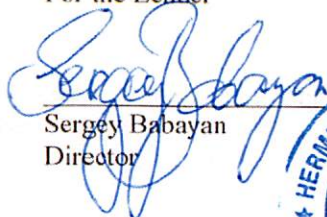
11.3. Any notice or demand to be given under this Agreement shall be in writing and shall be effective and shall be deemed to have been duly given if sent by hand or by courier immediately upon delivery, or if sent by prepaid ordinary mail to the Parties' registered addresses or such other address of the Party as may be advised in writing to other Party, at the expiration of 20 Business Days after the date of posting.

11.4. Any amendment or supplement hereto shall be effective if made in writing and duly signed by the authorised representatives of the Parties.

11.5. This Agreement is executed in two original copies in English language; one original copy for each of the Parties.

SIGNATURES OF THE PARTIES

For the Lender


Sergey Babayan
Director



For the Borrower



EMS Management Services N.V.

L. Kroon - Suares
Managing Director

for and on behalf of
Omega Entertainment N.V.



LOAN AGREEMENT

October 30th, 2019

HERMES SOLUTIONS LIMITED, a company organised and existing under the laws of the Republic of Seychelles, with registered address at Global Gateway 8, Rue de la Perle, Providence, Mahe, Seychelles and hereinafter referred to as the Lender, represented by Director, Sergey Babayan; and

OMEGA ENTERTAINMENT N.V., a company organised and existing under the laws of the Curacao, with registered address at Perseusweg 27 A, Curaçao, hereinafter referred to as the Borrower, represented by Director, (SMES) Solutions for Management and Employment Support N.V.,

collectively hereby referred to as "the Parties" or separately as the "Party", have entered into this Loan Agreement on the following terms:

1. SUBJECT OF THE AGREEMENT

1.1. Provision of the Loan

In accordance with terms and provisions set forth herein the Lender shall provide a loan to the Borrower in the maximum principal amount up to € 20,000 (Twenty Thousand Euro) and;

The Borrower undertakes to accept the Loan and to repay to the Lender all received principal amount of the Loan and all accrued interest thereon within the period of time stipulated herein.

2. DRAWDOWN OF THE LOAN

2.1. The principal amount of the Loan referred to in Section 1.1 herein shall be available in multiple drawings.

2.2. The date of the disbursement of the principal amount of the Loan or any portion of it shall be considered the date of debiting a respective amount from the bank account of the Lender.

3. REPAYMENT AND LOAN INTEREST RATE

3.1. Repayment of the Loan

The principal amount of the Loan shall be repaid in full by the Borrower by October 29th, 2023.

Any amount repaid cannot be borrowed again.

3.2. Loan Interest Rate

The Borrower undertakes to pay interest on the received principal amount of the Loan from the date of the disbursement of the principal amount of the Loan or any portion of it until the full repayment of the Loan. Interest on all amounts outstanding under the Loan shall accrue daily and be calculated by the Lender at an annual rate of 3,5%.

The interest shall accrue on the received amount of the Loan and be payable together with the principal amount of the Loan.

Interest shall be computed on the basis of a 365.2 day a year for the actual number of days elapsed.



3.3. Prepayments

The Borrower shall be entitled to prepay the received amount of the Loan and all accrued interest thereon.

4. PAYMENTS

4.1. The total amount payable by the Borrower to the Lender in respect of the Loan shall be the aggregate of the principal amount of the Loan and including also, interest due thereon as specified in this Agreement and the additional fees, costs and charges referred to in this Agreement (including costs and charges arising by reason of any default by the Borrower).

4.2. All repayments and payments by the Borrower hereunder shall be made, without set-off or counterclaim, in the currency of the Loan to such account of the Lender as the Lender may from time to time notify to the Borrower.

4.3. Where any payment under the Loan Agreement falls due on a day which is not a Business day, it shall be made on the next succeeding Business Day.

5. REPRESENTATIONS AND WARRANTIES

The Borrower hereby represents and warrants to the Lender that:

5.1. it is a legal entity duly organised and registered under the laws of the Cyprus with power to own its own assets, to conduct its business, to enter into this Agreement and to exercise its rights and perform its obligations thereunder and all corporate and other action required to authorise its execution of this Agreement and its performance of its obligations thereunder has been duly taken; and

5.2. the obligations expressed to be assumed by it in this Agreement are legal and valid obligations binding on it in accordance with the terms thereof; and

5.3 the representations and warranties referred to in this Section 5 shall survive the execution of this Agreement and shall be deemed to be repeated on each day on which the Loan remains outstanding by reference to the facts and circumstances for the time being then pertaining.

6. DEFAULT

6.1. Any of the following events or circumstances shall constitute an Event of Default hereunder

- (a) if the Borrower defaults in the repayment on the due date thereof of any amounts due to be paid by the Borrower to the Lender pursuant to the terms of this Agreement and such default continues for a period of 10 calendar days;
 - (b) if an application is presented or an effective resolution is passed for the liquidation or winding-up on the Borrower;
 - (c) if any bankruptcy or other similar proceedings shall be initiated by or against the Borrower, or an arbitration court receiver or manager shall be appointed of the assets or undertaking of the Borrower;
 - (d) if any distress, execution of other process shall be levied or enforced or sued out upon or against any of the assets of the Borrower and the same shall not be removed or discharged or paid out within 45 calendar days;
- 

- (e) if the Borrower shall stop or threaten to stop payment of capital or interest under any agreement or shall cease or threaten to cease to carry on its business or substantially the whole of its business;
- (f) if the Borrower fails for 20 calendar days to perform or satisfy any other material condition, undertaking or agreement herein stated to be performed or satisfied by it.

6.2. Upon the occurrence of any Event of Default as defined in Section 6.1 above:

- (a) the Lender will cease to have any obligation to provide further financing under this Agreement; and
- (b) the entire amount due under this Agreement shall become immediately due and payable together with all accrued interest and charges upon first demand being made by the Lender.

7. ASSIGNMENT

7.1. This Agreement shall be binding and inure to the benefit of the Borrower and the Lender and their respective successors and assigns, provided, however, that the Borrower may not assign any of its obligations or rights under this Agreement without the prior written approval of the Lender.

7.2. Lender may grant participation in all or any part of the Loan to any third person. The Lender may transfer all or a part of its rights or obligations under this Agreement to any third person.

8. FORCE MAJEURE

8.1. The Party shall not be held liable for failure to fulfil obligations hereof in part or in full if such non-performance is the result of force majeure circumstances, occurred after execution of this Agreement, which a Party could neither foresee nor prevent by any reasonable means, provided that such Party shall immediately notify the other Party in writing on occurrence of force majeure circumstances.

8.2. Force majeure shall mean circumstances beyond reasonable control of the Parties including actions of state and/or municipal agencies, adoption of laws of prohibitive character, wars, disturbances, strikes, as well as acts of God (floods, fires, earthquakes, epidemics, landslides, etc) which result in impossibility to perform obligations hereunder.

8.3. In case force majeure lasts for more than 2 months, any of the Parties shall be entitled to terminate this Agreement upon notifying the other Party with this respect in writing 30 calendar days in advance.

9. APPLICABLE LAW AND ARBITRATION

9.1. This Agreement shall be governed by and construed in accordance with the laws of the Republic of Cyprus.

9.2. Any dispute, controversy or claim arising out of this Agreement or relating to it, that cannot be resolved through discussion and consultation among the representatives of the Parties, shall be referred to the final settlement to the courts of the Republic of Cyprus.

10. MISCELLANEOUS

10.1. If any provision hereof is held to be illegal, invalid, or unenforceable under present or future laws effective during the term thereof, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance therefrom.

10.2. A certificate by any director, secretary or manager of the Lender as to the amount due from the Borrower hereunder or the amount of any interest, fees or other sums owing hereunder shall save for manifest error be conclusive evidence thereof.

10.3. All rights of the Lender contained in this Agreement are in addition to all rights vested or to be vested in the Lender pursuant to the applicable law.

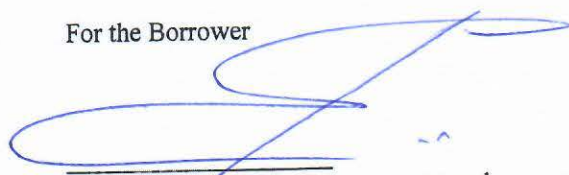
10.4. Any notice or demand to be given under this Agreement shall be in writing and shall be effective and shall be deemed to have been duly given if sent by hand or by courier immediately upon delivery, or if sent by prepaid ordinary mail to the Parties' registered addresses or such other address of the Party as may be advised in writing to other Party, at the expiration of 20 Business Days after the date of posting.

10.5. Any amendment or supplement hereto shall be effective if made in writing and duly signed by the authorised representatives of the Parties.

10.6. This Agreement is executed in two original copies in English language; one original copy for each of the Parties.

SIGNATURES OF THE PARTIES

For the Borrower



(SMES) Solutions for Management and
Employment Support N.V.
Director
Vivian V. Emilia

For the Lender



Sergey Babayan
Director