



SlotMatrix Operator Agreement

Between EveryMatrix and Disrupt Entertainment Limited N.V.

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THIS AGREEMENT has been entered into as of **May 28, 2026** ("Effective Date")

BETWEEN

EveryMatrix NV, reg. no. 108354 (hereafter "EM"), a company incorporated under the laws of the Curacao, having its registered address at Groot Kwartierweg 10, Livestrong Building, Curacao.

AND

Disrupt Entertainment Limited N.V., reg no. 140327 and VAT no. N/A (hereafter the "Operator"), a company incorporated under the laws of Curacao having its registered address at Kaya Richard J. Beaujon Z/N, Curacao.

EM and the Operator are each individually referred to as a "Party" and collectively as the "Parties".

1. Background

Whereas:

- (i) EM is part of the EM Group and is a provider of casino games and related software for online gaming and gambling services;
- (ii) The Operator operates, manages and maintains gaming services; and/or wishes to acquire a non-exclusive license to grant sub-licenses to third parties ('Sub-Operators') who will exploit the EM Services in the operation of their interactive gaming business;
- (iii) the Operator wishes to integrate the EM Services provided by EM into the Website(s);
- (iv) EM shall be responsible for ensuring access to the EM Services for the duration of and subject to the provisions of this Agreement;

The Parties have agreed to enter into this Agreement for their mutual benefit and in accordance with the terms and conditions set out herein.

2. Terms and Definitions

As used in this Agreement, the following terms shall have the meanings set forth below:

"Agreement" means this written Agreement including any appendix or amendment hereto as may be adopted by and between the Parties in terms hereof.

"Account Manager" means the EM contact point for the Operator, as notified by EM to Operator at any time;

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“Associated Companies” means companies that are connected, directly or indirectly, to either Party and/or the GSP (as applicable) via either upward or downward majority ownership, e.g., having a joint owner.

“Confidential Information” means confidential and/or proprietary information of a Party, communicated directly by the other Party or otherwise acquired, whether orally or in writing, including, without limitation, information of the other Party concerning inventions, trade secrets, know-how, processes, code, technologies, existing and potential customer and clients lists, financial information, strategic business plans, other technical, business, and operational information and the terms and conditions of this Agreement.

“Delivery Date” means (i) 6 months after the date the EM Services, including APIs, configurations, and GSPs are fully tested and production ready, or (ii) Launch date, whichever comes first.

Provided that, the Delivery Date shall be deemed to have taken place also in the event that, due to excessive inactivity of the Operator, EM is unable to progress in the delivery of the EM Services for a period exceeding 3 months. For the purpose of this clause, excessive inactivity shall include but it is not limited to: (i) failure of the Operator to promptly respond to communications; or (ii) failure or unreasonable delay of the Operator to make all reasonable efforts in acquiring any necessary license; or (iii) failure or unreasonable delay of the Operator to conclude deals with necessary third party providers; or (iv) unreasonable delay of the Operator to provide feedback or sign off of the integration; or (v) Operator changing the scope of the project.

“EM Group” means EM and its Associated Companies.

“EM Services” means the services delivered under this Agreement, as these services may be amended or varied by the GSPs at their sole discretion from time to time, provided that such amendments and/or variations shall be applicable to all the users of such services.

“First Line Support” means the support provided to Players by the Operator via telephone, e-mail or instant chat regarding technical and functional matters (including any complaints and disputes) relating to the Players’ use of EM Services.

“GSPs (Gaming Software Providers)” or **“SPs”** or **“Supplier”** means the providers of the respective EM Services (and their Associated Companies) as listed in clause 12 “EM Services”. GSPs may be companies in the EM Group, or third parties contracted by EM or by the Operator, directly or indirectly.

“Intellectual Property” and **“Intellectual Property Rights”** means all intellectual property rights, including but not limited to, patents, designs, trademarks, marks, trade names, copyrights, know-how and inventions, whether registered, unregistered or pending, relating to the Marks, the Software and/or any other intellectual property belonging to the Parties, the GSPs and/or their Associated Companies.

“Launch” means the first day of public availability of the EM Services from the Website/s (or on the first Website, in case of more Websites) whereby Players may wage real money on EM Services.

“Marks” means the logo and the words pertaining to the business of or the services offered by EM and/or the Operator.

“Player” means an end-user introduced to the EM Services via the Website.

“Player Data” means any and all information relating to Players as processed by EM for the purposes of administering EM Services.

“Restricted Territories” means the territories listed in the Appendix “Restricted Territories” and any other jurisdictions or territories which may be added and designated as Restricted Territories by EM or by the GSPs (at their sole discretion) from time to time by written notice to the Operator.

“SlotMatrix Direct” means an arrangement wherein EM has direct contractual arrangements with a GSP, but the Operator directly agrees on the commercial terms with such GSP, which commercial terms are subsequently reflected in an Operator Term Sheet signed between EM and the Operator to serve the GSP’s games via EM.

“SlotMatrix Flex” means an arrangement wherein the Operator has direct contractual arrangements with a GSP for the provision of the games via EM.

“SlotMatrix Resell” means an arrangement wherein EM has direct contractual arrangements with a GSP, and the commercial terms for the provision of such GSP to the Operator via EM are agreed between EM and the Operator directly and included in this Agreement.

“Software” means any proprietary software belonging to the GSPs and/or any of their Associated Companies, used for the purpose of providing the EM Services.

“Website” means any access service offered by the Operator and/or Sub-Operators, used for the purpose of integration, distribution and display of the EM Services, irrespective of the medium or electronic communications network over which the said access service is provided.

The headings and sub-headings are for convenience only and shall not affect the construction of this Agreement.

Unless the context requires otherwise, words denoting the singular shall include the plural and vice versa and references to any person shall include corporate bodies (wherever incorporated), unincorporated associations, partnerships and statutory bodies, as well as any legal or natural person.

The words "other", "include" and "including" do not connote limitation in any way.

3. License

As of the Effective Date, EM hereby grants to the Operator, a non-exclusive, non-transferable, non-assignable, non-sublicensable license for the EM Services to be used solely for the purpose of the

provision of online games through the Website/s operated by the Operator to Players and in accordance with the provisions set out herein.

In addition, the Operator shall have the right to grant sub-licenses under this license to Sub-Operators who will exploit the EM Services on their Websites subject to receiving EM's approval, which shall not be unreasonably withheld and shall be given via email.

3.1. Sub-licensing to Sub-Operators

If (subject to EM's written approval) the Operator provides EM Services to Sub-Operators who will exploit the EM Services on their Websites, the following shall apply:

- (i) **"Sub-Operator/s"** means third party operators who are contracted with the Operator and granted the right to use the EM Services on their Websites, strictly in accordance with the terms of this Agreement.
- (ii) The Operator shall be responsible for evaluating the KYC information concerning the Sub-Operators, and shall provide EM with its KYC policy and any updates thereof, in order for EM to verify Operator KYC process. Furthermore, for each Sub-Operator, the Operator shall provide EM with a letter signed by its directors, confirming that KYC/EDD was performed for such Sub-Operator as per the Operator KYC policy and grant EM access to such KYC/EDD.
- (iii) Any obligation imposed on the Operator under this Agreement, including but not limited to the obligation of maintaining a valid gaming license, shall also be deemed to be an obligation on the Operator to ensure that any Sub-Operator adheres to the same obligations.
- (iv) The Operator shall be responsible for all acts and omissions of its Sub-Operators (including in circumstances where Sub-Operators are required to provide documentation and information) to the same extent as if the acts or omissions were performed by the Operator.
- (v) EM shall have the right to request the Operator to immediately terminate the provision of the EM Services in relation to a particular Sub-Operator by providing written notice to that effect in the event that such Sub-Operator is in breach or fails to comply with regulations, conditions or requirements issued by the applicable licensing and regulatory authorities. In such case the Operator shall disconnect such particular Sub-Operator immediately upon receipt of the notification from EM.

4. Non-Solicitation

Neither party shall during the term of this Agreement and for a period of one (1) year thereafter actively solicit any of each other's or their Associated Companies' employees, freelancers, agents, or independent contractor, for the purpose of offering them to become employees and/or to procure services from them.

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In the event that, as a result of such solicitation, any employees, freelancers, agents, or independent contractor of a Party or of its Associated Companies become employees and/or contract to procure services to the other Party, the former Party shall charge the latter Party a penalty amounting to 12 months' gross salary per employee, freelancer, agent, or independent contractor so solicited.

For the sake of clarity, nothing in this Agreement shall limit the Parties' freedom to hire or contract any employee, freelancer, agent, or independent contractor of the other Party (or of the other Party's Associated Companies) who has voluntarily and independently initiated employment discussions or applied for a vacancy.

5. Operator's Obligations

- (i) The Operator shall maintain (if applicable) a valid gaming license for the EM Services and be compliant and fully certified as per the applicable laws, rules, regulations, guidelines, and certification standards and any updates or changes in regulations or guides that may apply from time to time. It shall be the sole responsibility of the Operator to verify if any jurisdiction in which it operates requires the Parties to have a valid gaming license and/or certification for the purposes of offering the EM Services under this Agreement. During the Term of this Agreement, the Operator may request EM to deliver EM Services in additional jurisdictions which require a local license. In this event, the Parties shall discuss the business viability of this jurisdiction and shall agree to the terms in writing. Provided that EM shall have the full discretion to opt whether or not to provide EM Services to such additional jurisdictions.
- (ii) In the event that the Operator needs to apply for a license and/or undergo audit and/or certification, the Operator is solely responsible for managing the process of obtaining such license and/or audit and/or certification and paying the related costs (including license costs, development costs and costs of third parties). EM shall collaborate with the Operator by providing any information or documentation on the EM Software that may be required by the regulator, subject to the Operator providing evidence of such regulator's request.
- (iii) The Operator shall ensure that it and the Sub-Operators does not operate or offer the EM Services to Players residing in Restricted Territories.
- (iv) The Operator shall provide EM with any company information and due diligence documentation as requested by EM during the Term of this Agreement. The Operator understands and acknowledges that such information and documentation may be passed on to a) third parties by EM for verification purposes where required for regulatory reasons or b) any company of EM Group or c) to any other sub-contracted KYC-service providers for due diligence purposes.
- (v) The Operator shall provide EM with prior written notice regarding any changes to due diligence information provided, any impending bankruptcy, composition or reconstruction proceedings or liquidation for the Operator; if the Operator is required to cease the business relationship with EM or cease performance of any obligation under this Agreement due to an order from any

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governmental agency or regulatory body to which the Operator is subject; if the Operator is under legal prosecution for any matter relating to this Agreement or any obligations hereunder; if a relevant gaming license/s has been issued, suspended or repealed for the Operator or any of its Associated Companies; and any event that gives well founded reason to assume that the Operator is or will no longer be capable of fulfilling its obligations under this Agreement. The written notice shall be provided to EM within 5 days from the date that the aforementioned changes or events have become known to the Operator. Operator shall supplement the above notice with any relevant documentation and information when requested to do so by EM.

- (vi) The contract between the Sub-Operator and/or the Operator and the Player, that is the terms and conditions for playing real money games displayed on the Website/s, shall contain a formula equal to or equivalent to the following: “By playing real money games, the player accepts that the winnings due to the faulty software, by way of example but not limited to: bugs, faulty codes, loopholes and back doors, will not be paid”.
- (vii) The Operator shall not copy, modify, reverse engineer or reverse compile the Software or part thereof (or any Intellectual Property or intellectual property rights of EM or of the GSPs), nor shall Operator prepare derivative works incorporating the Software or part thereof. The Operator may not use the Software or the documentation or part thereof (in each case) to design substantially similar or identical software.
- (viii) Any change to the Website’s name/s as specified in Clause 12 “EM Services” shall only come into effect by means of an addendum to it signed by the Parties, provided that this shall not apply to variations of the domain.
- (ix) Any further websites or brands which the Operator may wish to set-up or operate in addition to those specified in Clause 12 “EM Services” shall be previously agreed to and specified in writing between the Parties.

6. EM Deliverables and Obligations

EM undertakes towards the Operator to:

- (i) undertake all necessary arrangements for the proper implementation of the EM Services into the Website;
- (ii) ensure access to and operation of the EM Services subject to the applicable provisions and for the duration of the term of this Agreement;
- (iii) ensure the proper provision of support to the Operator in accordance with Appendix “Service Level Agreement” for products provided by companies in the EM Group.

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7. Ownership

All rights and interest in and to the Intellectual Property and/or the EM Services, any copies thereof, and all documentation, code and logic, which describes or comprises them remain the sole property of the respective GSPs and/or their Associated Companies which owns them.

All rights and interest in the Player Data remain the property of the Operator and/or the Sub-Operator. After the termination of the Agreement, EM and/or the GSPs may continue to process copies of certain Player Data in compliance with applicable law.

Each Party undertakes not to infringe the other Party's (including GSPs') Intellectual Property Rights. The Operator acknowledges that GSPs may undertake processing of any action for infringement of intellectual property rights directly against the Operator.

The Parties hereby grant to each other a revocable, non-exclusive and non-transferable world-wide right to incorporate the Marks into the Website and in marketing material.

8. Development

EM and all GSPs within the EM Group shall be responsible for a reasonable amount of development and updates of the Software and of the EM Services and that any such development and updates shall be undertaken by them at their sole and absolute discretion. The Operator acknowledges that development may not be scheduled according to specific requests of the Operator. In the event that such development and updates occur, the Operator agrees to cooperate and to comply with any requirement that might be deemed necessary by EM for the successful implementation of such development and updates.

9. Maintenance

EM and GSPs in the EM Group shall be responsible for any and all maintenance of EM Services provided by them and shall undertake reasonable maintenance which will be determined at its sole and absolute discretion. The Operator acknowledges that maintenance may not be scheduled according to specific requests of the Operator, see also Appendix "Service Level Agreement" which governs any maintenance with downtime.

EM shall ensure that when doing maintenance, all necessary diligence and precautions are exercised to minimise and prevent the risks of (i) unnecessary downtime; (ii) inconvenience to Players; (iii) any error and/or malfunction in each Software.

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10. Disrupted Service

The Parties acknowledge that from time to time, as a result of hardware failure or supplier failures, the EM Services provided to the Players can be temporarily disrupted. EM shall use reasonable endeavours to ensure that each of the respective GSPs shall take all the required actions and measures in order to reduce to the minimum such disruption. The Operator acknowledges and accepts that neither EM and/or the GSPs nor any of their respective members, shareholders, directors, officers, employees or representatives will be liable to Operator for any direct, special, indirect, consequential, punitive or exemplary damages, or damages for loss of profits or lost earnings, in connection with these temporary disruptions except as specified in the attached Appendix “Service Level Agreement”.

11. Advertising

Advertising shall comply with any applicable rules and regulations.

12. EM Services

The Parties have agreed that the following EM Services, as supplied by the below GSPs, shall be offered on the following Website/s:

- <https://www.denchsolutions.com/>

Additionally, the Parties have agreed that throughout the term of this Agreement, EM reserves its right to ask the Operator to provide EM with a list of the Website/s where the EM Services being provided for in terms of this Agreement, as supplied by the below GSPs, shall be offered.

All the EM Services shall be provided under Operator’s **Curacao** gaming license.

The Operator acknowledges and agrees to the following GSPs as data sub-processors for the purposes of General Data Protection Regulation (GDPR) (EU) 2016/679.

EM Service	GSP	Appendix
EveryMatrix SlotMatrix via API	EveryMatrix Software Ltd. Piazzetta Business Plaza, Level 10, Office 12, Triq Ghar il-Lembi, Sliema, SLM1605, Malta	“EveryMatrix SlotMatrix Solution”
SlotMatrix Boosters	EveryMatrix Software Ltd. Piazzetta Business Plaza, Level 10, Office 12, Triq Ghar il-Lembi, Sliema, SLM1605, Malta	“SlotMatrix Boosters”

With games by the following GSPs*:

All certified/licensed SlotMatrix Exclusive content (standard and branded)
Amusnet
EGT Digital
Microgaming Asia
Quickspin

Endorphina
Netent
Red tiger
No limit City
Evolution
Pariplay - Direct Deal
PlaynGo - Direct Deal
Yggdrasil - Direct Deal

Playtech - Direct Deal
iSoftBet - Direct Deal

*** Details on the GSPs of the above EM Service can be found here:**

everymatrix.com/casinoengine/casino-content/.

EM may remove any GSP from the above list, or any of the GSPs games, and shall inform the Operator upon such removal. If the Operator wants to remove a GSP from the Agreement, the Operator shall provide EM with 30 days prior written notice.

The Operator may only request new EM Services to be added and/or expand the existing EM Services by e.g. adding new GSPs, upon the completion of the integration of the initial list of EM Services (Delivery Date), as listed above.

12.1. Changes in the SlotMatrix models for the provision of a GSPs

12.1.1 If a GSP is provided to the Operator under **SlotMatrix Resell** model:

- a) If the Operator wants to switch a GSP to SlotMatrix Flex model, the Operator shall provide EM with 30 days prior written notice. Provided that, such switch shall not occur before the lapse of 18 months from the date such GSP was launched under the SlotMatrix Resell Model.
- b) The switch to SlotMatrix Direct shall not be possible.

12.1.2 If a GSP is provided to the Operator under **SlotMatrix Direct** model:

If the Operator wants to switch such GSP to SlotMatrix Flex model, or to direct integration or third-party integration (not via EM), the Operator shall provide EM with 30 days prior written notice. Provided that, such switch shall not occur before the lapse of 18 months from the date such GSP was launched under the SlotMatrix Direct Model.

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12.1.3 If a GSP is provided to the Operator under **SlotMatrix Flex** model:

If the Operator wants to switch such GSP to SlotMatrix Direct model, or to direct integration or third-party integration (not via EM), the Operator shall provide EM with 30 days prior written notice. Provided that, such switch shall not occur before the lapse of 18 months from the date such GSP was launched under the SlotMatrix Flex model.

13. Fees Payment

13.1. Variable Fees

Variable fees ("Variable Fee/s") for EM and the Operator shall be calculated on a (calendar) monthly basis (the "**Settlement Periods**"). They shall all be calculated and invoiced in EUR.

Turnover, GGR, NGR is treated jointly across all brands of the Operator.

13.1.1. SlotMatrix Resell: Exclusive Fees/SlotMatrix Revenue Share

For the below GSPs the Betting Profit (or "NGR") as defined in Appendix "SlotMatrix Solution" will be shared between the Operator and EM as stipulated in the table below, with a revenue share for EM depending on monthly NGR:

GSP	EM Share	Maximum Bonus Deduction Rate
SlotMatrix Exclusive(standard games)	7.5%	15%.
SlotMatrix Exclusive (branded games)	7.5%	15%
Amusnet	11.5%	N/A
EGT Digital	11.5%	N/A
Microgaming Asia	9.5%	N/A
Quickspin	12%	N/A
Endorphina	11%	30%
Netent	10.5%	N/A
Red tiger	10%	N/A
No limit City	11%	N/A
Evolution	11%	N/A

The Maximum Bonus Deduction Rates shall be specified on the url "community.everymatrix.com", which shall be provided to the Operator (along with the login details) upon signing of this Agreement. The Maximum Bonus Deduction Rates may be updated from time to time and any updates to these rates shall be automatically accepted by the Operator and shall not require any amendments to this Agreement. Unless the Maximum Bonus Deduction Rate is expressly stated in the url above, Bonus Costs shall not be deductible. At the time of signing, the applicable Maximum Bonus Deduction Rates are as outlined in the

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table above. For the avoidance of doubt, these Maximum Bonus Deduction Rates are subject to change in accordance with the aforementioned procedure. “Maximum Bonus Deduction Rate” and “Bonus Costs” shall be defined as specified in **Appendix “SlotMatrix Solution”**.

Certain gaming GSPs assign special premium fees (“**Premium Games Variable Fees**”) for some of their casino games, for example, due to 3rd party rights/trademarks. In this event, such premium shall be added, unchanged, to the EM share. Operator acknowledges and accepts that these special premium fees may be revised by EM from time to time reflecting pricing updates for such games as received from the GSPs.

Some GSP games carry a fee which is lower than the standard fee. In this case, the standard fee shall be charged, and the difference between the standard fee and the lower fee will be deducted from the Operator’s invoice.

The Premium Games Variable Fees applicable for the Gaming Services shall be specified per game in SlotMatrix Game Management section of the back office. The Operator shall be provided with the login details for this url upon signing of this Agreement. Changes in special premium fees shall automatically apply, provided that EM shall inform the Operator of such changes to special premium fees (email being sufficient).

The Operator shall be provided with no less than thirty (30) days’ prior written notice via email of any changes to the Maximum Bonus Deduction Rates, Premium Games Variable Fees, or Seed Coverage Fees before such changes are implemented.

During such notice period, the rates in force prior to the notification shall continue to apply. Upon expiry of the notice period, the updated rates shall automatically apply and shall be deemed accepted by the Operator without requiring any amendment to this Agreement.

13.1.2. SlotMatrix Flex: Vendor Source Fee

The Operator shall contract directly with the below vendors for the provision of the games.

EM shall charge a Source Fee as indicated below for the vendors that are contracted for directly by the Operator. The Source Fee shall be calculated on GGR*.

Vendor/s	EM’s Vendor Source Fee
Pariplay - Direct Deal	1%
PlaynGo - Direct Deal	1%

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Yggdrasil - Direct Deal	1%
Playtech - Direct Deal	1%
iSoftBet - Direct Deal	1%

*GGR = Bets – Wins

Operator shall settle independently any fees, revenue shares and obligations due to the vendor as per the terms of the separate Operator-Vendor agreement. For any vendors that are directly contracted with the Operator, the Operator shall be solely responsible to establish, handle and manage all communication flows between EM and the relevant vendors.

13.2. Currency

All sums due under this Agreement shall be made in Euros. Where EM Services are conducted in another currency, the exchange conversation rate will be based on the exchange rate from Oanda Corporation.

13.3. Taxes and other Fees

All sums due under this Agreement are exclusive of Value Added Tax and, or other sales taxes and/or withholding taxes that may be applicable and shall be made in full without deduction of taxes, charges and other duties that may be imposed.

For the duration of this Agreement, the Operator shall be liable for any applicable gaming tax and/or withholding tax that may at any time be due to any governmental or regulatory authority in any territory.

All fees payable by the Operator under this Agreement shall be subject to an annual adjustment determined by the average percentage change in the European Union Harmonised Index of Consumer Prices (“EU HICP”) for the preceding year. The adjustment shall take effect on the 1st January of each year. Provided that, if the average percentage change in the EU HICP for the preceding year is negative, the fees will remain unchanged and will not decrease to reflect this.

13.4. Invoicing

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EM shall be responsible for calculating EM's fees within 15 business days following a Settlement Period, producing and providing to the Operator necessary reports for the calculation and sharing, and effectuating the sharing by invoicing/crediting the amount due. Invoices shall be sent via email. Payment is due within 10 business days of receipt of invoice by the Operator. Prior to processing any payment, the Operator shall be solely responsible for verifying the accuracy and completeness of the invoiced entity's details, including but not limited to the legal name, VAT number, and any other relevant information. Any discrepancies must be raised by the Operator to EM so they can be corrected prior to payment. Once payment has been processed, no corrections or amendments to the invoiced entity's details shall be permitted.

Any overdue payment pursuant to this Agreement shall incur the maximum interest rate permitted by law. Provided that as from the second reminder issued by EM for an overdue payment, the following charges shall apply: (i) an administrative charge of EUR 100 per reminder and (ii) the maximum interest rate permitted by law.

When payment due by the Operator to EM remains overdue for more than two weeks, EM shall have the right to partially suspend at EM's sole and absolute discretion provision of EM Services to the Operator, until such payment is settled in full by the Operator to EM. When payment due by the Operator to EM remains overdue for more than three weeks, EM shall have the right to fully suspend the provision of the EM Services to the Operator, until such payment is settled in full by the Operator to EM. The suspension of the EM Services whether partial or in full shall in no manner effect the payment obligations of the Operator.

EM shall have the right to invoice the Operator retroactively in the event that it becomes aware that, due to any error on EM side, any fees or any other amounts due under this Agreement were not included in any previous invoice issued to the Operator, provided that such retroactive invoicing shall be limited to amounts relating to a period of no more than twelve (12) months prior to the date on which EM became aware of the relevant error.

The Parties hereby agree that invoices issued by EM pertaining to this Agreement may be issued by EM or any other company of the EM Group, provided such other company enters into the Agreement as an additional contracting Party for payment purposes.

13.5. Invoice Security Deposit

Since EM has to settle with the GSPs offered under EM deals, the Parties agree to mitigate the invoicing risk for EM by establishing an Invoice Security Deposit ("ISD") to be used to cover costs incurred by EM towards the GSPs in the event of an outstanding invoice. Therefore, the Operator shall open, fund and maintain an ISD with EM, which is payable prior to Launch, with a minimum starting balance of Euro 3000.

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From Launch EM, by monitoring the activity of the Website on the products offered under EM deals with the GSPs, shall make a real-time estimation of the monthly invoice. The ISD balance must be at all times greater than the estimated invoice.

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If the estimated invoice amount reaches 100% of the ISD balance, EM shall notify the Operator via email. The Operator shall have 48 hours from such notification to top up the ISD. During this period, the Operator may replenish the ISD to avoid suspension. Automatic suspension shall occur if the ISD remains insufficient upon expiry of the 48 hour period.

13.6. Set-Off

The amounts payable hereunder shall not be subject to any defenses (legal or equitable) related to the set-off or counterclaim thereof.

14. Access to Information

For the purposes of ensuring correct invoicing, EM shall ensure that Operator is granted access to all data necessary in order to reconcile invoices.

15. Confidentiality

Commencing on the date of signature of this Agreement and for a period of three years from the termination of this Agreement, the Parties shall not reveal Confidential Information of the other Party nor use such Confidential Information otherwise than for the purposes set out in this Agreement. The Parties shall take all necessary precautions reasonably foreseen to prevent unauthorized disclosure or use of such confidential information by employees, agents, sub-contractors or other intermediaries. For the avoidance of doubt, all information not commonly known or available in the public domain shall be considered Confidential Information.

The foregoing restrictions on use and disclosure of Confidential Information do not apply to information that (i) is in the possession of the receiving party at the time of its disclosure and is not otherwise subject to obligations of confidentiality; or (ii) is, or becomes publicly known, through no wrongful act or omission of the receiving party; or (iii) is received without restriction from a third party free to disclose it without obligation to the disclosing party; or (iv) is developed independently by the receiving party without reference to the Confidential Information, or (v) is required to be disclosed by a Competent Authority, Applicable Law, regulation, or court or governmental order, provided that the party subject to such law, regulation or court or governmental order shall use reasonable efforts to minimise such disclosure and shall notify the other party contemporaneously of such disclosure.

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16. Responsibility Matrix

	EM	Operator
Configuration, Set-up & Integration		
Branding of Gaming services		X
Hardware Set-up and Configuration	X	
EM Service configuration, set-up & installation	X	
Solution testing, verification and connection to Internet	X	X
Integration with any potential surrounding business systems e.g. Operator management system, CRM system, financial reporting system		X
Pre-Launch Activities		
Operations Training of Operator Staff	X	X
Final System Verification and Test	X	X
Ongoing Operation		
System Hosting *	X	
1st Line Customer Support		X
2nd Line Technical and Product Support	X	
Fraud Control		X

*If Operator uses EM APIs or data services to build and develop any product or service hosting for that product or service shall be the Operator's responsibility.

17. Term

This Agreement shall enter into force when duly signed by the Parties and shall remain in force for a starting period of 24 months from Launch (hereafter the "Start Period").

Following the expiration of the Start Period, the term of this Agreement shall thereafter be prolonged indefinitely unless terminated in writing by either Party by providing no less than 3 months prior notice of termination. For the sake of clarity, the termination notice may not be given before the expiration of 21 months from Launch, thus with termination taking place no sooner than 24 months from Launch.

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18. Termination by a Party

A Party may terminate this Agreement immediately, if: (i) the other Party is in material breach and, in case of a breach which is capable of being cured, the Party in breach does not, within 30 days following written notice of the breach, cease to be in breach; (ii) the other Party is declared bankrupt, enters into composition or reconstruction proceedings or liquidation or otherwise can be assumed to become insolvent or else an event occurs that gives well founded reason to assume that the other Party is not, or within short time will no longer be, capable of fulfilling its obligations under this Agreement; and (iii) a Party is required to cease the business relationship with the other Party and/or cease the performance of any obligation under this Agreement due to an order or advice of a governmental agency or regulatory body, with reference to gaming law, to which a Party is subject or if either Party does not maintain the applicable licenses or certifications required to offer the EM Services as per this Agreement (provided that only the affected EM Service shall be terminated).

19. Termination by EM

EM may terminate this Agreement immediately, if (i) the Operator fails to pay any amount due to be paid in accordance with this Agreement and such breach is not rectified within 7 days from the date of a written notice from EM or (ii) if EM and/or any of the GSPs from or contracted with EM Group are under legal prosecution for the content and aim of this Agreement provided that the Parties shall in such latter case use reasonable endeavours to find an acceptable alternative solution or (iii) if the Operator does not Launch within 12 months from the Delivery Date or (iv) if the Operator is unable to comply with the due diligence requirements as set forth by EM in any stipulated timeframe or (v) if any company within the Operator's group of companies is in breach of its payment obligations that remain unpaid for more than 30 days after the relevant due date under any agreement with EM or with any other company of EM Group.

If either Party is in breach or fails to comply with regulations, conditions or requirements issued by the applicable licensing and regulatory authorities, the other Party shall provide, when possible, a prior written notice of 10 days to remedy the situation and become compliant. If the breaching Party does not remedy the situation within the said 10-day period, the other Party shall have the right to suspend or terminate the provision of the EM Services, in whole or in part, and for all or selected territories. However, in the event that, due to a request of the regulator or to a license standing with the regulator being at risk due to such breach, it is not possible for EM to give the above-mentioned 10 days written notice, each Party shall have the right to immediately suspend or terminate the provision of the EM Services, in whole or in part, and for all or selected territories.

In the event that, at any time during the Term of this Agreement, subsequent to any changes in Government licensing regulations, laws or policy, EM is required to obtain a B2B license or certification

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in order to offer the EM Services in a particular jurisdiction which constitutes the only jurisdiction in which the Operator operates, EM may at its sole discretion:

- a) apply for license or certification and in such case the Parties shall enter into a written agreement as to any costs or changes in Fees that may be required; or
- b) terminate this Agreement.

20. Termination due to Change of Ownership

EM shall have the right to terminate this Agreement with immediate effect if any competitor directly or indirectly acquires control over Operator. For the purpose hereof, "control" shall mean the direct or indirect ownership of more than fifty percent (50%) of the share capital or otherwise a controlling interest and "Competitor" shall mean any entity or person who has produced and/or is marketing a product or service which is in direct competition with or functionally equivalent to, the EM Services. Operator has the right to sell if there is an interested party. A typical competitor is a business to business provider within the gaming industry. If EM chooses not to terminate, then the Agreement is still in force and the Operator shall continue to owe all Fees through the duration of the contract.

21. Payment Obligations on Termination

In the event that the Operator decides to terminate the Agreement prior to the term specified in Clause 17 or EM terminates the Agreement due to a breach on the part of the Operator, the Operator shall in any event be responsible to pay EM the equivalent to 6 times the average monthly invoice calculated based on the preceding 6 months. For the avoidance of doubt, this clause shall apply also in the event that the termination occurs prior to Launch.

22. General Effects of Termination

At the effective date of expiry or termination of this Agreement for any reason: (1) Operator shall immediately desist from conducting any marketing and/or promotional campaigns in relation to the EM Services; (2) any license granted under this Agreement shall automatically cease.

23. Representations and Warranties by Operator

(i) all information submitted under the Agreement, including in the negotiation phase, is true, correct, and complete and understands that EM will be relying on such information (ii) the Operator shall not use EM Services for any illegal purpose (iii) the Operator shall comply with laws and regulations applicable to the processing of Player Data (iv) the Operator and/or the Sub-Operator is the owners of the Website/s (v) the Operator have the sole and exclusive rights to its Marks (vi) the Website shall not contain, either directly or indirectly, by links or otherwise, any libelous, defamatory, obscene, slanderous or offensive content; and (vii) EM Services shall not be offered or provided in the Restricted Territories and (viii) the Operator has independently sought legal advice and has carried out its own legal assessment and analysis of its operations prior to entering into this agreement.

24. Representations and Warranties by EM

EM represents and warrants that for any GSP of the EM Group:

All information submitted under the Agreement is true, correct, and complete and understands that Operator will be relying on such information.

EM shall use reasonable endeavors to ensure that any GSP from the EM Group shall deliver EM Services in terms of any applicable gaming Licenses and/or such other authorization as may be necessary for the operation of a EM Service from the relevant jurisdiction/s; (ii) all rights, licenses and consents relating to intellectual property rights have been obtained, (iii) any material provided to Operator shall not contain, either directly or indirectly, by links or otherwise, any libelous, defamatory, obscene, slanderous or offensive content (iv) EM has the sole and exclusive rights to its Marks.

Neither EM nor the GSPs of the EM Group shall be responsible or held liable for any disturbances the Software may cause to any other software when used together or otherwise.

Whilst all necessary efforts shall be made by EM to ensure the high quality of the services provided in terms of this Agreement, the latter does not make representations and/or warranties whatsoever with respect to the legal position and/or financial outcome of the Operator during its performance under this Agreement.

25. Indemnification

Either Party agrees to indemnify the other Party and to hold it harmless against all claims and losses, including reasonable legal fees, arising as a result of such Party's breach of any of the undertakings and/or warranties set out herein, provided that the indemnified party shall give the indemnifying party prompt

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written notice of any such claim and shall provide the indemnifying party with all reasonable information and assistance.

26. Limitations of Liability

In no event shall either Party be liable to the other under or in connection with this Agreement or otherwise for any loss of business, profits, anticipated savings, data, or for any indirect or consequential loss whatsoever. EM shall have no liability for (a) any production issues of EM Services not resulting from fault or negligence by a company in the EM Group; (b) any loss or damage caused by an error of the Operator.

EM and the GSPs shall not be liable for any loss of funds directly or indirectly attributable to faults in the EM Services provided by the GSPs outside EM Group. Faults may include, but are not limited to, bugs, faulty codes, loopholes and back doors.

For loss of funds attributable to faults in the SlotMatrix Exclusive Games, EM shall be liable to the Operator subject to the Operator following the below verification process:

Upon the Operator becoming aware of (i) a net win equal or exceeding the amount of EUR 10,000 or (ii) net wins equal or exceeding EUR 10,000 in aggregate which are made by any Player ("Winner") over a period of twenty-four (24) hours on games provided by the same GSP (the "Big Win"), the Operator shall notify EM of such Big Wins, (by email sent with "high priority" to gamingssupport@everymatrix.com, with email subject "BIG WIN VERIFICATION"), providing sufficient information (as applicable) relating to the Big Win to enable EM to make its determination.

The Operator shall be obliged to report to EM such Big Win within twenty-four (24) hours from the moment the Big Win occurred. EM shall use all reasonable endeavors to verify the legitimacy or otherwise of the Big Win within forty-eight (48) hours from the Operator's report. The Operator (or the Sub-licensee, as applicable) shall not (and shall not permit the Sub-licensee to) process any withdrawal from the Winner before EM has verified the legitimacy thereof and reported the result of such verification to the Operator.

If the Operator (or the Sub-licensee as applicable) (i) neglects to verify within the twenty-four (24) hour period or has allowed any withdrawal from the Winner without having received EM's prior approval, or (ii) ignored EM's advice not to allow any withdrawal, or (iii) has allowed a withdrawal of winnings which is not a Big Win, EM shall not be liable to any indemnity.

Furthermore, EM shall not be liable if (i) the Operator (or the Sub-Licensee, as applicable) allows a Winner to make a withdrawal after the Operator or the Sub-Licensee became aware of a Software error; or (ii) the Operator or the Sub-licensee could have, using all reasonable endeavours, (including, without limitation, by virtue of relevant provisions in the terms and conditions), prevented such withdrawal of erroneous winnings or mitigated its losses.

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In the event that any erroneous winnings are already paid to the Winner, the Parties hereto shall cooperate to freeze or claw back such winnings and any payment made to the Winner(s), if and when possible, in order to determine if the overpayment was caused due to a defect or error in the in the EM Services.

The provision of EM Services is subject to the respective GSP's approval of the Operator. In approving the Operator, the GSP shall act at their own discretion and refusal of the GSP to deliver the EM Services to the Operator shall by no means make EM liable for the non-provision of such services.

The provision of EM Services in some jurisdiction is subject to the applicable local regulatory authority's approval of the GSPs. The Operator acknowledges and accepts that in approving GSPs, the authorities act at their sole discretion, and refusal to approve a GSP shall by no means make EM liable for the non-provision of such EM Service.

Without derogating from the foregoing, the maximum aggregate liability of each Party for any and all liability arising out or in connection with this Agreement (except for the payment of any Fees in accordance with this Agreement) shall in no circumstance exceed the amount of (i) the fees paid by the Operator under this Agreement in the 6 months immediately preceding the act, omission or occurrence giving rise to such liability or (ii) fifty thousand euro (€ 50,000), whichever is lower.

No limitation of liability shall apply to the Operator's liability towards EM for breach of EM or GSP's Intellectual Property rights.

27. Government Legislation

It is recognized by the Parties hereto that the provision of the EM Services may be subject to the applicable Government licensing regulation and laws. Neither EM nor the GSPs shall be held liable for any damages of any kind that may be sustained by the Operator subsequent to any changes in Government legislation or policy or from the failure of the GSPs to comply with the said licensing regulations and laws.

28. Independent Parties

The Parties are independent contractors. No partnership or joint venture is intended to be created by this Agreement, nor any principal-agent or employer-employee relationship. Neither Party has, nor shall attempt to assert, the authority to make commitments for or to bind the other Party in any manner whatsoever.

29. Incorporation and Amendments

This Agreement constitutes the entire understanding and agreement between the Parties with respect to the subject matter hereof, and the Parties agree that this Agreement expressly supersedes any prior agreements or communications between the Parties, whether oral or written, in connection with the subject matter hereof. This Agreement may not be amended except in writing and duly executed by the Parties.

30. Notices

Notices herein shall be delivered and effective as follows: every notice given by a Party shall be in writing and in English and shall be given by e-mail, to EM to legal@everymatrix.com, and to the Operator to team@denchsolutions.com.

31. Use of Name

Save as otherwise specifically permitted in this Agreement and/or agreed between the Parties in writing, neither party may use the other party's name, trademarks, trade names, or other proprietary identifying symbols. Each Party shall not issue any press release or public statement relating to this Agreement without the prior written permission of the other Party.

32. Assignment

No party shall assign or transfer, or purport to assign or transfer, any of its rights and/or obligations under this Agreement without the prior written consent of the other Party, provided, however, that EM may assign or novate its rights and/or obligations under this Agreement to an Associated Company where required to comply with applicable law or regulation, or where reasonably necessary for legitimate operational or commercial purposes, without the prior consent of the Operator.

33. Survivability

Clauses 15, 21, 25, 26 and 37 shall survive the termination of this Agreement.

34. Construction

Any provision of this Agreement which is prohibited or unenforceable shall be ineffective only to the extent of prohibition or unenforceability without invalidating the remaining provisions hereof, and shall be deemed amended or replaced with a provision that is valid, legal and enforceable and that achieves, to the maximum extent possible, the original objectives and contractual intent of the Parties as reflected in the offending provision.

35. Waiver

No failure or delay of either Party to (i) enforce any one or more provisions of this Agreement, (ii) exercise any option which is herein provided, or (iii) require the timely performance of any of the terms or provisions hereof, shall be construed or act as a waiver of such term or provision of this Agreement. Either Party may waive the compliance by the other Party with any term or provision hereof only by an instrument in writing. The waiver by either Party of any term or provision of this Agreement shall not be construed or act as a waiver concerning any term or provision for the future or any subsequent breach.

36. Force Majeure

A Party shall not be liable for failure to perform or delay in performing any obligation under this Agreement, if the failure or delay is caused by any circumstances beyond its reasonable control, including, without limitation, acts of God, war, civil commotion, interruption in public communications networks or services, industrial dispute having an adverse effect ("Force Majeure").

The Parties agree and acknowledge that EM is committed to DDoS protection of its data centers and application infrastructure provided that, any DDOS-attacks and similar Internet attacks that EM together with the GSPs are unable to mitigate despite the use of multi-pronged approach to DDoS protection as further detailed in Appendix "Service Level Agreement" shall be classified as Force Majeure.

If such delay or failure continues for at least thirty (30) days, a Party not subject to the Force Majeure shall be entitled to terminate this Agreement by notice in writing.

37. Law

This Agreement and all relations, disputes and other matters arising hereunder shall be governed by and construed in accordance with the laws of Curacao and any dispute related to this Agreement shall be referred to the Curacao jurisdiction.

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This agreement may be executed in any number of counterparts, each of which shall constitute an original, and all the counterparts shall together constitute one and the same agreement.

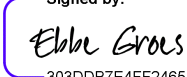
Electronic signatures applied on this Agreement or subsequent addendum agreements thereto are recognized between the Parties as handwritten signatures for the purposes of validity, enforceability, and admissibility.

The exchange of a fully executed version of this agreement (in counterparts or otherwise) by electronic transmission in PDF format or by facsimile shall be sufficient to bind the parties to the terms and conditions of this Agreement and no exchange of originals is necessary.

The person/s signing this Agreement on behalf of each Party, represent and warrant that they are duly authorized and have the legal capacity to execute and deliver this Agreement.

For and on behalf of

EM

Signed by:

303DDB7E4FF2465...

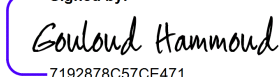
Authorised Signatory

Name: Ebbe Groes

Title: CEO

For and on behalf of

Disrupt Entertainment Limited N.V.

Signed by:

7192878C57CE471...

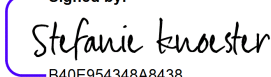
Authorised Signatory

Name: Gouloud Hammoud

Title: Director

For and on behalf of

EM

Signed by:

B40E954348A8438...

Authorised Signatory

Name: eMoore N.V.

Title: Director

By: Stefanie Knoester

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Appendices

Appendix A – SlotMatrix Exclusive Games

Appendix B – SLA

Appendix C – SlotMatrix

Appendix D – SlotMatrix Boosters

Appendix E - Restricted Territories

Appendix F – Data processing Agreement

Appendix A – SlotMatrix Exclusive Games:

- For **SlotMatrix Exclusive GSP**, the List of licensed games is the following:

<https://slotmatrix.com/games/>

Appendix B – Service Level Agreement

1. Service and System Description

EveryMatrix (hereinafter “EM”), will provide services to Operator according to the Agreement. These services will be supported, hosted, and maintained according to contract. Where applicable, the following describes EM’s obligations in this area. This covers both unplanned and planned downtime. Excluded from the below are incidents outside EM’s control, which includes but is not limited to the following: downtime of Operator controlled servers where applicable or unavailability of services from third-party providers of e.g., payment services, gaming services, or marketing services (these Incidents will be named External Incidents) downtime caused by any DDoS-attacks (EM’s DDoS protection approach is further described below) and similar Internet attacks and any other acts that are classified to be “Force Majeure” as stipulated under clause 36 of the Agreement signed between the Parties.

Incidents, Downtime, Penalties, as defined below, can happen for a single product or for multiple products. In any case they will be recorded per product. Further, they can happen for a single domain or for multiple domains. In any case they will be recorded per domain and the total Penalties, if any, applied to the Operator invoice for the proportion of each affected product on the affected domain.

2. Maintenance

“Weekly Window” means the time period in which Maintenance shall take place as determined by EM taking into consideration the affected services and the player activity.

EM shall perform maintenance (**“Maintenance”**) within the Weekly Window. Maintenance may consist of, inter alia, implementation of new functionality or upgrades to applications, servers, networks, etc. The Weekly Window is at a fixed hour London time (so fixed time GMT except during Daylight Saving Time period in the summer months where it is one hour earlier GMT), current set to 06 am to 07 am London time every Monday. In some weeks the Weekly Window is moved from Monday to other days due to holidays or other significant events that prevent the Maintenance to be done in the regular Weekly Window.

Maintenance outside the Weekly Window will be announced by e-mail by EM at least five days in advance. A maintenance schedule, including a calendar of the Weekly Windows, is provided at an online resource announced by EM.

Maintenance will not exceed 2 hours per calendar month without prior agreement with Operator. Any Maintenance (i) outside the Weekly Window and not announced in advance or agreed with Operator, or (ii) in excess of 2 hours per calendar month without prior agreement to the contrary with the Operator, will be counted as Downtime (as defined below).

For avoidance of doubt, EM may deploy at any time outside Weekly Window provided that the deployment does not affect the availability of the provided services.

3. DDoS Attacks

EM uses a unique multi-pronged approach to DDoS protection to defend its data centers and application infrastructure; this approach combines cloud based solutions with DDoS protection installed on EM premises directly in front of its systems. This anti-DDoS solution is additional to other security measures undertaken by EM in accordance with various compliance and licensing accreditation such as regular security scans and penetration tests. EM uses the cloud to ensure that all traffic that enters EM's datacenter is "clean" traffic. By having this scrubbing done in the cloud, attack traffic is seamlessly redirected to prevent even the largest volumetric attacks from saturating EM's up links. In EM's datacenters, applications are further protected by Web Application Firewall (WAF) devices. The WAF provides further application (aka layer 7) DDoS protection, SSL inspection and other inline mitigations. Such protection only applies where the services are hosted by EM, the protection of any service that is hosted by the Operator shall be the Operator's responsibility.

4. Unplanned Downtime

Unplanned Downtime ("**Downtime**"), occurs when services are not available including when due to Incidents (as defined below) or unscheduled Maintenance or when Maintenance exceeds the agreed maximum per month as defined in section 2 above. Downtime should not exceed 3 hours per month (corresponding to 99.6% uptime) (the "**Maximum**"). For the avoidance of doubt, Maintenance does not count as Unplanned Downtime. See section 8 below describing how the downtime is calculated.

5. Incident Definition

An incident ("**Incident**") is any event which is not part of the standard operation of any service and which causes a service interruption or a significant reduction of the quality of the service.

An Incident ceases to exist when the service was confirmed as restored by implementing either a permanent fix or a workaround. If the same problem manifests again later, it will be treated as a new Incident and will be handled according to the Incident priority.

5.1 Incident Priority Classification

Priority classification is depending on the impact of the Incident on EM Services and serves two purposes:

1. Prioritization of restoration work if multiple Incidents happen in the same time.

2. Establishing urgency for service restoration.

The following table describes Incident Priorities:

Priority	Definition	Response Time	Restoration Time
P1	Critical Incident. Examples: SlotMatrix Exclusive content is not working; EM aggregation is not working; there are issues with incorrect game payout or RNG service on SlotMatrix Exclusive content	5 minutes	1 hour
P2	Major Incident. Examples: One or more third party GSPs are down due to a fault on EM side; multiple SlotMatrix Exclusive games are not working.	15 minutes	3 hours
P3	Medium Incident. Examples: One SlotMatrix Exclusive game is not working; one or more games provided by a third-party GSP are not working due to a fault on EM side; compliance related incidents.	30 minutes	2 days
P4	Minor Incident It is an Incident that has no significant impact on the availability of the content and does not fall into any other Incident Category but affects the appearance and handling of the content such as grammatical errors or typos in system menus, messages and output files. Examples: Minor errors that affect one Player or one game, such as a graphical layout issue that does not cause confusion	4 hours	14 days

	as to how the content should be used; minor problem with reports.		
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“Response Time” - Time elapsed from the moment an incident was reported until an Incident Manager acknowledges incident's existence.

“Restoration Time” - Time to resolve the Incident, as confirmed by EM and Operator. In the case of P1, P2 and P3 Incidents, if the Operator is not confirming or refuting the Incident closure in 2 hours from the moment EM asked for closure confirmation, the Incident will be automatically closed. If the Operator refutes the Incident closure, the Incident shall remain open until the parties have resolved any outstanding issues as mutually defined by the parties in good faith. In the case of a P4 Incident, the Operator will be given 2 days to confirm or refute the Incident before it is automatically closed. In case of P1, P2 and P3 Incidents, an Incident Report will be issued to the Operator within 1 week of the Incident occurring, and a full post mortem will be carried out. If improvement measures were identified, they will be described as well in the final Incident Report.

5.2 Incident Severity Classification

Severity classification is made according to the importance of an affected service(s) (“Services”) including but not limited to; specific report(s), log in on a certain type of device, database access, game access, payments access, customer management- and bonusing system access and other types of access and functionality as delivered by EM to the Operator under this Agreement. The Severity is calculated based on the Operator’s usage level of the affected service on the affected domain and it’s represented as percentage from the Operator’s total usage of EM services and subservices on such domain.

Eg: Multiple GSPs are offered on the affected domain and one of them delivers 76% of such domain’s total gaming revenue with EM. If there’s an Incident affecting this GSP’s games then the incident severity will be S1. If it’s 38% then the Severity is S3. Please note that GSP related Incidents where Operator has contracted directly with GSP will be taken in consideration as Downtime only if the malfunction is on EM’s side, not if on GSP’s side, as may be confirmed in writing by GSP to the contracting party of the GSP, EM or the Operator as the case may be, with copy to the other party.

S1	Blocker	Usage of the affected service on the affected domain represents between 76% - 100% of Operator’s total usage of EM services on such domain.	Multiplier: 1.00x
S2	Critical	Usage of the affected service on the affected domain represents between 51% - 75% of Operator’s total usage of EM services on such domain.	0.75x

S3	Major	Usage of the affected service on the affected domain represents between 26% - 50% of Operator's total usage of EM services on such domain.	0.50x
S4	Minor	Usage of the affected service on the affected domain represents between 11% - 25% of Operator's total usage of EM services on such domain.	0.25x
S5	Minor	Usage of the affected service on the affected domain represents between 0% - 10% of Operator's total usage of EM services on such domain.	0.10x

5.3 Incident Downtime Calculation

Downtime is calculated from the initial occurrence of an Incident to the final resolution of an Incident. If the initial occurrence of an Incident is impossible to trace, the occurrence shall be defined as the earlier of (i) when the Incident was reported to EM or (ii) when Operator or its customers first indirectly or directly suffered damage from the Incident.

Downtime is associated only with high priority incidents (P1 or P2) and represents the base for calculating invoice reductions.

The downtime calculation is based on the Incident duration and severity and is represented in hours. A severity factor is applied to the Incident duration in order to reflect the real impact of the Incident on the Operator's business. The severity factor is represented in the Severity Classification table.

Downtime formula: Incident Severity x Incident duration.

Eg: an Incident with a duration of one hour and a Severity of 0.25 (S4) has an associated downtime of 0.25 hours (= 0.25 x 1).

Eg: an Incident with a duration of 23 minutes (0.38 hours) and a Severity of 0.75 (S2) has an associated downtime of 0.28 hours (= 0.75 x 0.38).

Eg: an Incident with a duration of 23 minutes (0.38 hours) and a Severity of 1 (S1) has an associated downtime of 0.38 hours (= 1 x 0.38).

The above examples show how the incident duration is transformed in incident downtime based on Incident's Severity. A high severity will make the downtime equal with Incident's duration (eg: P1 Incident with S1 severity), while a low Severity incident will make the downtime one quarter of Incident's duration (eg: P2 incident with S4 Severity).

Downtime for a month is the sum of the downtime for all incidents of that month

6. Penalties

For each product and domain directly affected by Downtime in a month:

- When Downtime in a month exceeds the Maximum by up to 3 hours (i.e. between 3 and 6 hours Downtime) the Operator shall apply to EM a penalty equal to five percent (5%) of the Net Revenue made by EM from Fees paid by the Operator to EM for the corresponding month for the proportion of each directly affected product on the domain in question;
- When Downtime in a month exceeds the Maximum by more than 3 and up to 9 (i.e. between 6 and 12 hours Downtime) hours, the Operator shall apply to EM a penalty equal to fifteen percent (15%) of the Net Revenue made by EM from Fees paid by the Operator to EM for the corresponding month for the proportion of each directly affected product on the domain in question;
- When Downtime in a month exceeds the Maximum by more than 9 hours (i.e. more than 12 hours Downtime), the Operator shall apply to EM a penalty equal to twenty-five percent (25%) of the Net Revenue made by EM from Fees paid by the Operator to EM for the corresponding month for the proportion of each directly affected product on the domain in question and shall have the right to withhold any further payment to EM until the Incidents causing Downtime are resolved.

Fees shall be defined as inclusive of all fees payable by Operator to EM on a monthly recurring basis, for the directly affected product on the affected domain, including as applicable but not limited to (i) Game Revenue Share (as defined in Products & Fees Schedule of the main agreement) (ii) fees to EM for platform services, i.e. where the Operator contracts directly with a GSP and (iii) payment fees (iv) operational fees. Fees shall for this purpose specifically exclude non-recurring items such as integration fees, unless otherwise agreed.

Net Revenue made by EM from Fees in the corresponding month is defined as follows: Total Fees - direct costs for EM to third party Gaming Vendors - gambling taxes paid by EM and not deducted from Gaming Vendors - gaming licensing fees paid by EM and not deducted from Gaming Vendors.

7. Service Requests

A service request ("**Service Request**") is a user request for information or advice, or for a standard change (a pre-approved change that is low risk, relatively common and follows a procedure) or for access to an EM service. Eg: create a new back office user, eg: manually credit a wallet adjustment, eg: question on how to setup a bonus campaign, eg: issue with a sports market settlement.

8. Change Requests

A change request (“Change Request”) is a request outside of the scope of a typical Service Request such as

- Request for a New Feature
- Requests for New Games
- Requests for New Vendors either those requiring a new integration or existing vendors which have not yet been enabled
- Other requests that require customizing existing application

Although it is possible to submit Change Requests using the Second Line Support channels, it is recommended to send Change Requests to the Account Manager for review and approval.

9. EM Second Line Support

EM Second Line of Support (hereinafter “EM Support”), is reachable 24 hours per day, seven days per week via live chat, email, and online via the web. EM Support handles two categories of issues; “Incidents” (defined in section 4) and “Service Requests” (defined in section 10). EM Support consists of multiple teams who specialize in different areas.

“Integration Team” – All technical questions, configuration and information should be communicated with your dedicated Integration Manager (TBD)

“Account Management” – All commercial questions and other business matters should be raised with your dedicated Account Manager (TBD)

“Gaming Support” – Service Requests relating to EM platform(if applicable)

“Technical Support” – Reporting and management of all types of Incidents

EM Support Contacts

- Direct Link to Support Web site: <https://support.everymatrix.com>
- Email for support: gamingssupport@everymatrix.com
- Technical support: technicalsupport@everymatrix.com.
- Live Chat: via the EM Back Office or Support Web Site
- Account Management: amsm@everymatrix.com

Requirements - Operator

- All contacts from an Operator to the EM Support must be in the English language.
- Operator must have a specific e-mail-address for incoming e-mails from EM, such address to be notified to EM upon signature of this Agreement.

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- Any changes to Operator contact details must be communicated to Second Line Support or the Account Manager

10. Product Training

Operators First Line Support and management are required to undergo a training course held by EM before full Launch. EM will provide a product knowledge and back-office training.

11. Support Manual

A support manual will be provided and continuously updated by EM.

Appendix C – SlotMatrix

1. Product Description

SlotMatrix is a solution offering a market leading library of GSPs and games seamlessly through a single integration.

2. Service Description

SlotMatrix will connect to one or more GSPs utilizing their APIs and related web services allowing the players to play the games.

EveryMatrix will take responsibility of dealing with issues and upgrades related to the GSPs.

EveryMatrix will also handle the launch and registration of new games released by the Casino GSPs and make sure the newly launched games will work as expected.

Any newly released game will be available to the Operator no later than one working day after a game release is made available by vendor and has been certified by necessary testing house if applicable to EveryMatrix. All games are registered with the following Game Attributes, as made available per game (some might be limited based on the support of the vendors' web services).

3. Feeds

The following feeds are available to SM clients, fully configurable in the SM back end in EM back office.

- Jackpot feed
- Game feed
- Live Dealer Feed

4. SlotMatrix Back End in EM Back Office

The Operators manage all games across all the GSPs from a single SlotMatrix back end.

4.1 Game Management

The game management tool in SlotMatrix, rich in search and filtering options, allows the operator to edit a wide and steadily growing number of game settings and attributes, such as game assets, game description, tags, categorization, and much more. SlotMatrix also offers data such as RTP, hit frequency, country restrictions, all per game and seamlessly across all GSPs.

4.2 Boosters – Engagement Suite

The provision of games from SlotMatrix includes (when specified in the Agreement) one or more promotional features that works across all provided GSPs. The features include Free Spins, Tournaments, Wagering Challenges, Lucky Wheel and customisable Jackpots, as further described in the "SlotMatrix Boosters" Appendix.

4.3 Reports

The EveryMatrix reporting system has a set of reports that allows the Operator to create and personalize both input and output of reports and pro-forma invoicing on a daily basis.

4.4 Transaction Monitoring

Real time monitoring of gaming transactions including all transaction properties such as bet/win, amount, player, vendor, sub vendor, game, time stamp, and much more. The tool also features a button that allows the operator to fetch the game details from the vendor on the fly if vendor supports it. Transaction Monitor can be personalized per back office user.

5. Integration Options

SlotMatrix is integrated with wallet in Operator's proprietary platform and supports a set of promotional features.

1. SlotMatrix Direct integration with promotional features

SlotMatrix Direct integration allows the operator to integrate their wallet towards EM's API and gives the operator the ability to use in-game, cross-GSP promotional features (Boosters) via EveryMatrix back office, when available.

2. Custom Wallet integration with promotional features

The integration done by EveryMatrix integration team towards Operator's wallet API allows Operator to use in-game, cross-GSP promotional features (Boosters) via EveryMatrix back office, when available.

6. Settlement Rules

6.1 Definitions

For the purpose of this Agreement, all capitalized terms shall have the respective meanings set forth below or as elsewhere defined in this appendix.

“Games” shall mean all casino games provided by GSPs via SlotMatrix to the Operator.

“Settlement Period” means a calendar month unless stated otherwise.

“Bet” is the total nominal or face value of the wagers placed by Players on the Games in the Settlement Period.

“Win” is the total amount won by Players on the Games in the Settlement Period.

“Gaming Tax” means any betting or gambling duty, license fee, tax, or similar expense related to the Casino Games that must be paid by Operator to any Regulatory Authority.

“Betting Profit” or “Net Gaming Revenue” or “NGR” means $\text{Bet} - \text{Win} - \text{Gaming Tax (where granted by the GSP)} - \text{Deductible Bonus Costs (where granted by the GSP)} - \text{Jackpot Contributions} + \text{Jackpot Winnings}$.

“Bonus Costs” is any amount of money paid to the player account that is the result of a promotional campaign.

“Bonus Program” means a set of configurations for a promotional campaign that grants bonuses to eligible players.

“Gross Gaming Revenue (GGR)” is $\text{Bet} - \text{Win}$ in the Settlement Period.

“Jackpot Games” shall mean local and global jackpot games.

“Jackpot Contributions” shall mean the total amount of funds that in the Jackpot Games is allocated towards jackpots.

“Jackpot Winnings” shall mean the total amount won by Players of the jackpot prize. Casino GSPs shall have the final discretion to decide the amount in the event of any dispute or malfunction.

“Jackpot Handling Fee” shall mean a charge levied by EM to cover seeds.

“3rd Party Games Variable Fees” shall mean total fees payable by the Operator in addition to the standard revenue share rate.

“3rd Party Games Fixed Fees” shall mean fixed monthly fees payable by the Operator in order to have access to certain games.

“Premium Games Variable Fees” shall mean the premium from the GSP Some Casino games carry.

“Maximum Bonus Deduction Rate” represents the maximum percentage that can be deducted from the GGR (excluding Jackpot Contributions and Jackpot Winnings) prior to revenue sharing.

“Deductible Bonus Costs” shall mean the deductible amount of Bonus Costs when calculating Betting Profit.

6.2 Jackpot Rules (if applicable)

Local Jackpot Rules

Games classified as local jackpot games in the game list have jackpots that either (i) are shared among EM Operators (when the GSP has one module for the games offered to multiple EM operators), or (ii) are not shared with any other operator (when the GSP has one separate module for the games offered to each EM operator). These Local Jackpots regulated by the following provisions:

- Bank funds corresponding to the Jackpot value are held by EM and the Jackpot Contributions to the Local Jackpot from each Operator are invoiced by EM.
- When a Jackpot is won by a Player, EM will pay the amount to the Operator with the monthly invoice, and the Operator shall settle with the Player in the Player’s currency.
- The win from the Jackpot will not be taken into consideration when calculating Betting Profit for revenue share.
- EM will charge a Handling fee on the Local Jackpot Contributions to cover seeding of future jackpots, calculated as described below. The handling fee will be invoiced by EM for Settlement.

Handling Fee = Administrative Fee + Seed Coverage Fee.

Administrative Fee: 10% of the Local Jackpot Contributions

Seed Coverage Fee: variable per GSP.

The Seed Coverage Fee for each GSP shall be specified on the url **“community.everymatrix.com”** that is to be provided to the Operator along with the login details upon signing of this Agreement and such fees may be updated from time to time, provided that any updates to the Seed Coverage Fee shall be automatically accepted by the Operator and shall not require any amendments to the Agreement.

Global Jackpot Rules

Games classified as global jackpot games have jackpots that are joint for all the operators offering the Games of the Casino GSP. These global jackpots are regulated by the following provisions:

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- Bank funds corresponding to the Jackpot value are held by the GSPs. EM collects the Jackpot Contributions from Operator and pays the relevant GSPs.
- When a Jackpot is won by a Player, the amount will be paid by the GSP to EM and by EM to the Operator with the monthly invoice, and the Operator shall settle with the Player.
- The win from the Jackpot will not be taken into consideration when calculating Betting Profit for revenue sharing.
- Operator is fully responsible for any gaming tax or VAT which may be applied to a Jackpot Win in a certain jurisdiction.
- EM will charge a 10% Handling Fee of the casino Jackpot Contribution. The Handling Fee will be invoiced by EM for monthly settlement with the Operator.

6.3 SlotMatrix Settlement

At the end of a Settlement Period the following items will be included in this period settlement:

Settlement	EUR
GGR	252,000.00
EveryMatrix rev share and Min Fees	-39,319.00
Volume Discounts	965.95
Bonus Costs	-26,300.00
Jackpot contributions	-1,850.00
Jackpot winnings	3,100.00
Jackpot handling fees - Local	-100.00
Jackpot handling fees – Global	- 135.00
Unpaid bonus winnings	300.00
Late win	100.00
Premium games variable fees	-802.50
3 rd party license - fixed fee	-80.00
3 rd party license - variable fees	-15.00
SUM	187,864.45

The following items are calculated using the formulas described below:

EveryMatrix rev share and min fees = EM Revenue Share + Top up

Jackpot contributions = Jackpot contributions (local) + Jackpot contributions (global) + Jackpot winnings

Jackpot Handling Fees – Local = 10% * Jackpot contributions (local)

Jackpot Handling Fees – Global = 10% * Jackpot contributions (global)

The Gaming Services included in this example are carrying the below 3rd Party Games Variable and Fixed Fees and Premium Games Variable Fees:

Other Fees	
NetEnt Trademark Premium Fee	2%
NetEnt LiveCasino Premium Fee	- 2%

Microgaming BrandedGames Premium Fee	5.50%
Microgaming Platinum Premium Fee	3.50%

The variable fees charged on GGR generated from the games which are carrying the premium fee.

Premium Games Variable Fees = NE Trademark Premium Fee + NE LiveCasino Variable Fee + MG Branded Games Premium Fee + MG Platinum Premium fee = $2\% * (20,000 - 1,000) - 2\% * (3,000+500) + 5.5\% * (5,000 + 3,000) + 3.5\% * (2,000 - 500) = 802.50 \text{ EUR}$

3rd Party Games Variable Fees = NE Casino Hold'em 3rd party variable fee = $3\% * \text{Casino Hold'em GGR} = 3\% * 500 = 15 \text{ EUR}$

3rd Party Games Fixed Fees = NE Caribbean Stud Poker 3rd party fixed fee = 80 EUR.

Appendix D - SlotMatrix Boosters

High Level Product & Service Description

1. SlotMatrix Boosters Description

SlotMatrix Boosters is an engagement suite available for all casino games across all GPSs offered as part of SlotMatrix aggregation product. SlotMatrix Boosters includes multiple gamification and retention features, which adds value to players on top or regular gameplay, builds brand loyalty, and helps operators differentiate their offering.

The SlotMatrix Boosters are configured in same Unified Back Office as SlotMatrix and all other EveryMatrix products. Operator is in full control of which and how the Booster features are configured as well as for which games they apply. As follows, the operator is responsible for bonus costs generated based on configurations. EveryMatrix will provide a user manual and training, as well as to provide support if needed.

In the front end the SlotMatrix Boosters are presented as a widget that is located inside the game iframe. Players can interact with the widget, including to minimise and expand it to display only essential information or full details of the features respectively.

The widget updates in near real time based on player actions and events that occur.

2. SlotMatrix Boosters Features

SlotMatrix Boosters offers a plethora of options on rewarding through granular configuration of multiple gamification features, all tied into gaming activity of the player.

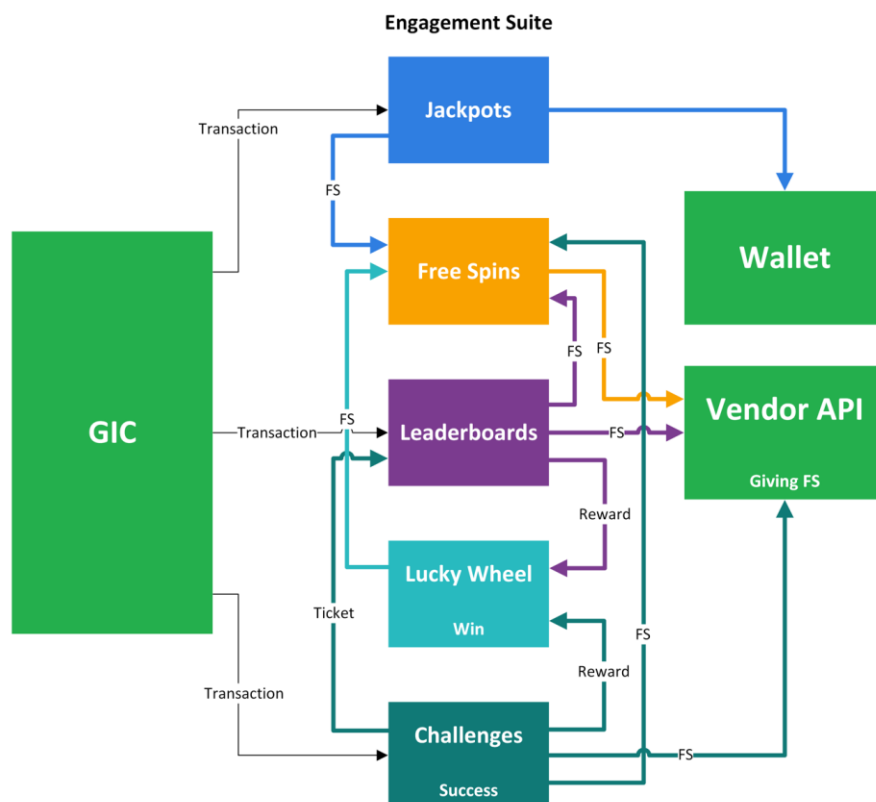
SlotMatrix Boosters encompasses the following main features, all with a variety of configurations to tailor the behaviour as the operator wishes.

- **Free Spins**
Fully configurable in terms of games eligible, free spins value and account.
Winnings are paid to player's real money wallet and allocated as a bonus cost.
- **Lucky Wheel**
Wheel of fortune style mini game with fully configurable rewards and probability per outcome.
Multiple styling options.
- **Challenges**
Create single or multi-level wagering thresholds, where player is rewarded automatically and in real time as the targets are met.
- **Leaderboards**
Create tournaments where players compete for rewards according to fully configurable prize tables.
- **Customizable Jackpots**
Create progressive or static jackpots where all jackpot properties are fully configurable, such as seed value, contribution %, contribution allocation, win probability, jackpot pool cap, and much

more. Jackpots can be bundled together to create multiple jackpots for any game(s). Assign any number of games to the jackpot.

3. System Architecture

The Engagement Suite system uses the same infrastructure as SlotMatrix and CasinoEngine at the Data Center level, while at the microservices level, individual virtual machines are deployed to run each widget, enabling efficient communication and operation within the system. The Engagement Suite system architecture is built on a microservices-based architecture. Each widget is implemented as a separate microservice, responsible for a specific function or feature within the system. These microservices communicate with each other via APIs (Application Programming Interfaces) to exchange data and perform operations. The system relies on an event-driven architecture where events generated by user interaction or system activity trigger corresponding actions or workflows within the Engagement Suite system. This asynchronous communication model provides real-time responsiveness and flexibility. The RNG used in such systems meets industry standards for fairness and randomness, ensuring that game outcomes are truly random and independent of external factors. The system diagram below illustrates how the applications and the Engagement Suite widgets interact.



4. Integration with other Systems

Here is how the SlotMatrix Engagement Suite integrates with the CE platform, external wallets, game vendors, operator platform, or player account management system:

- **CE Platform** – the SlotMatrix Engagement Suite is built on the CasinoEngine platform. It doesn't interfere with the core functionalities of CasinoEngine. Instead, it enhances the SlotMatrix platform by offering additional features.
- **GIC** (Gaming Integration Component) is integrated with SlotMatrix by sending gaming transactions from GIC to the challenge microservice.
- **LuckyWheel** is integrated with the PAM (Player Account Management) component.
- **Game Vendors** – SlotMatrix acts as a content aggregator, providing access to a portfolio of gaming content from various game providers.
- **Operator Platform or Player Account Management System** – SlotMatrix works as an aggregation layer between the operator platform and game content provided by game providers. It does not interact directly with the operator's platform or the player's account management system. The SlotMatrix Engagement Suite operates independently of the gameplay flow, ensuring that it does not interfere with the base transactional processes of the gaming platform. This means that its operations should not disrupt the flow of gameplay or transactions. However, from a business standpoint, for example, the granting of free spins can impact the gameplay flow. The granting of free spins can influence player behavior and engagement, potentially impacting metrics such as player retention, etc.

Post-Transaction Integration

The Engagement Suite is designed to be integrated seamlessly into the gaming environment after the base transaction flow. This means that activities such as user spins and the display of outcomes remain unaffected by the Engagement Suite's operations.

Asynchronous Functionality

All engagement features offered by the Suite, such as Challenges, Free Spins, Leaderboards, Lucky Wheel, and Customizable Jackpots, are activated post-transaction. They do not alter the real-time gameplay experience for the user, ensuring smooth and uninterrupted gameplay.

5. Back-Office Information

UBO provides a consistent user interface experience for managing all the components and products in the EveryMatrix ecosystem.

The SlotMatrix Engagement Suite is integrated into the EveryMatrix Back Office but is still under development.

 SlotMatrix 			Select realm  			Search for		
 Management Dashboard 			Customizable Jackpots  			Manage Jackpots 		
 Community 			FreeSpins & Challenges  			Personalized Jackpots Balance 		
 Game Management  			Lucky Wheel  			Jackpot Transactions 		
 Engagement Suite  			Leaderboards  			Manage Statistic 		
 Vendors  								

Appendix E – Restricted Territories

(1) Alderney, Austria*, Australia, Belgium, Brazil, Croatia, Cyprus, Denmark, France, Finland**, Germany, Georgia, Gibraltar, Great Britain, Greece, Hungary, Ireland***, Italy, Lithuania, Netherlands, New Zealand*, Ontario, Peru, Philippines, Romania, Singapore, Sweden, South Africa, Spain, Syria, Turkey*, Ukraine, UAE, USA (and its territories), unless the Parties hold the applicable licenses and certifications for that jurisdiction; and

(2) any other jurisdictions or territories which may be added and designated as a Restricted Territory by EveryMatrix or by the GSPs at their discretion from time to time by written notice to the Operator (notification via email to the Operator shall be sufficient).

** The restrictions for Austria, New Zealand and Turkey are limited to certain licenses*

***Applicable as from July 2027*

****Applicable as from July 2026*

For the sake of clarity, if the EM Services are to be offered in a territory in which EM, the GSPs, the Operator, the Sub-operators (if applicable) and/or Website (as applicable) do not hold the required license/s and/or certification/s for that territory, then such territory shall also be deemed to be a Restricted Territory.

1. Prohibited Territories (AML/CTF)

Crimea Region of Ukraine, Kherson, Donetsk, Zaporizhzhia, Luhansk, Cuba, Iran, North Korea, Republic of Moldova, Thailand, Myanmar.

Appendix F – STANDARD CONTRACTUAL CLAUSES

SECTION I

Clause 1

Purpose and scope

(a) The purpose of these standard contractual clauses is to ensure compliance with the requirements of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) (1) for the transfer of personal data to a third country.

(b) The Parties:

(i) the natural or legal person(s), public authority/ies, agency/ies or other body/ies (hereinafter 'entity/ies') transferring the personal data, as listed in Annex I.A (hereinafter each 'data exporter'), and

(ii) the entity/ies in a third country receiving the personal data from the data exporter, directly or indirectly via another entity also Party to these Clauses, as listed in Annex I.A (hereinafter each 'data importer') have agreed to these standard contractual clauses (hereinafter: 'Clauses').

(c) These Clauses apply with respect to the transfer of personal data as specified in Annex I.B.

(d) The Appendix to these Clauses containing the Annexes referred to therein forms an integral part of these Clauses.

Clause 2

Effect and invariability of the Clauses

(a) These Clauses set out appropriate safeguards, including enforceable data subject rights and effective legal remedies, pursuant to Article 46(1) and Article 46(2)(c) of Regulation (EU) 2016/679 and, with respect to data transfers from controllers to processors and/or processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679, provided they are not modified, except to select the appropriate Module(s) or to add or update information in the Appendix. This does not prevent the Parties from including the standard contractual clauses laid down in these Clauses in a wider contract and/or to add other clauses or additional safeguards, provided that they do not contradict, directly or indirectly, these Clauses or prejudice the fundamental rights or freedoms of data subjects.

(b) These Clauses are without prejudice to obligations to which the data exporter is subject by virtue of Regulation (EU) 2016/679.

Clause 3

Third-party beneficiaries

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(a) Data subjects may invoke and enforce these Clauses, as third-party beneficiaries, against the data exporter and/or data importer, with the following exceptions:

(i) Clause 1, Clause 2, Clause 3, Clause 6, Clause 7;

(ii) Clause 8 – Module One: Clause 8.5 (e) and Clause 8.9(b); Module Two: Clause 8.1(b), 8.9(a), (c), (d) and (e);

Module Three: Clause 8.1(a), (c) and (d) and Clause 8.9(a), (c), (d), (e), (f) and (g); Module Four: Clause 8.1 (b) and

Clause 8.3(b);

(iii) Clause 9 – Module Two: Clause 9(a), (c), (d) and (e); Module Three: Clause 9(a), (c), (d) and (e);

(iv) Clause 12 – Module One: Clause 12(a) and (d); Modules Two and Three: Clause 12(a), (d) and (f);

(v) Clause 13;

(vi) Clause 15.1(c), (d) and (e);

(vii) Clause 16(e);

(viii) Clause 18 – Modules One, Two and Three: Clause 18(a) and (b); Module Four: Clause 18.

(b) Paragraph (a) is without prejudice to rights of data subjects under Regulation (EU) 2016/679.

Clause 4

Interpretation

(a) Where these Clauses use terms that are defined in Regulation (EU) 2016/679, those terms shall have the same meaning as in that Regulation.

(b) These Clauses shall be read and interpreted in the light of the provisions of Regulation (EU) 2016/679.

(c) These Clauses shall not be interpreted in a way that conflicts with rights and obligations provided for in Regulation (EU) 2016/679.

Clause 5

Hierarchy

In the event of a contradiction between these Clauses and the provisions of related agreements between the Parties, existing at the time these Clauses are agreed or entered into thereafter, these Clauses shall prevail.

Clause 6

Description of the transfer(s)

The details of the transfer(s), and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred, are specified in Annex I.B.

Clause 7

Docking clause

- (a) An entity that is not a Party to these Clauses may, with the agreement of the Parties, accede to these Clauses at any time, either as a data exporter or as a data importer, by completing the Appendix and signing Annex I.A.
- (b) Once it has completed the Appendix and signed Annex I.A, the acceding entity shall become a Party to these Clauses and have the rights and obligations of a data exporter or data importer in accordance with its designation in Annex I.A.
- (c) The acceding entity shall have no rights or obligations arising under these Clauses from the period prior to becoming a Party.

SECTION II – OBLIGATIONS OF THE PARTIES

Clause 8

Data protection safeguards

The data exporter warrants that it has used reasonable efforts to determine that the data importer is able, through the implementation of appropriate technical and organisational measures, to satisfy its obligations under these Clauses.

8.1 Instructions

- (a) The data exporter shall process the personal data only on documented instructions from the data importer acting as its controller.
- (b) The data exporter shall immediately inform the data importer if it is unable to follow those instructions, including if such instructions infringe Regulation (EU) 2016/679 or other Union or Member State data protection law.
- (c) The data importer shall refrain from any action that would prevent the data exporter from fulfilling its obligations under Regulation (EU) 2016/679, including in the context of sub-processing or as regards cooperation with competent supervisory authorities.
- (d) After the end of the provision of the processing services, the data exporter shall, at the choice of the data importer, delete all personal data processed on behalf of the data importer and certify to the data

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importer that it has done so, or return to the data importer all personal data processed on its behalf and delete existing copies.

8.2 Security of processing

(a) The Parties shall implement appropriate technical and organisational measures to ensure the security of the data, including during transmission, and protection against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access (hereinafter 'personal data breach'). In assessing the appropriate level of security, they shall take due account of the state of the art, the costs of implementation, the nature of the personal data, the nature, scope, context and purpose(s) of processing and the risks involved in the processing for the data subjects, and in particular consider having recourse to encryption or pseudonymisation, including during transmission, where the purpose of processing can be fulfilled in that manner.

(b) The data exporter shall assist the data importer in ensuring appropriate security of the data in accordance with paragraph (a). In case of a personal data breach concerning the personal data processed by the data exporter under these Clauses, the data exporter shall notify the data importer without undue delay after becoming aware of it and assist the data importer in addressing the breach.

(c) The data exporter shall ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

8.3 Documentation and compliance

(a) The Parties shall be able to demonstrate compliance with these Clauses.

(b) The data exporter shall make available to the data importer all information necessary to demonstrate compliance with its obligations under these Clauses and allow for and contribute to audits.

Clause 10

Data subject rights

The Parties shall assist each other in responding to enquiries and requests made by data subjects under the local law applicable to the data importer or, for data processing by the data exporter in the EU, under Regulation (EU) 2016/679.

Clause 11

Redress

The data importer shall inform data subjects in a transparent and easily accessible format, through individual notice or on its website, of a contact point authorised to handle complaints. It shall deal promptly with any complaints it receives from a data subject.

Clause 12

Liability

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- (a) Each Party shall be liable to the other Party/ies for any damages it causes the other Party/ies by any breach of these Clauses.
- (b) Each Party shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages that the Party causes the data subject by breaching the third-party beneficiary rights under these Clauses. This is without prejudice to the liability of the data exporter under Regulation (EU) 2016/679.
- (c) Where more than one Party is responsible for any damage caused to the data subject as a result of a breach of these Clauses, all responsible Parties shall be jointly and severally liable and the data subject is entitled to bring an action in court against any of these Parties.
- (d) The Parties agree that if one Party is held liable under paragraph (c), it shall be entitled to claim back from the other Party/ies that part of the compensation corresponding to its/their responsibility for the damage.
- (e) The data importer may not invoke the conduct of a processor or sub-processor to avoid its own liability.

SECTION III – LOCAL LAWS AND OBLIGATIONS IN CASE OF ACCESS BY PUBLIC AUTHORITIES

Clause 14

Local laws and practices affecting compliance with the Clauses

- a) The Parties warrant that they have no reason to believe that the laws and practices in the third country of destination applicable to the processing of the personal data by the data importer, including any requirements to disclose personal data or measures authorising access by public authorities, prevent the data importer from fulfilling its obligations under these Clauses. This is based on the understanding that laws and practices that respect the essence of the fundamental rights and freedoms and do not exceed what is necessary and proportionate in a democratic society to safeguard one of the objectives listed in Article 23(1) of Regulation (EU) 2016/679, are not in contradiction with these Clauses.
- (b) The Parties declare that in providing the warranty in paragraph (a), they have taken due account in particular of the following elements:
 - (i) the specific circumstances of the transfer, including the length of the processing chain, the number of actors involved and the transmission channels used; intended onward transfers; the type of recipient; the purpose of processing; the categories and format of the transferred personal data; the economic sector in which the transfer occurs; the storage location of the data transferred;
 - (ii) the laws and practices of the third country of destination– including those requiring the disclosure of data to public authorities or authorising access by such authorities – relevant in light of the specific circumstances of the transfer, and the applicable limitations and safeguards;

(iii) any relevant contractual, technical or organisational safeguards put in place to supplement the safeguards under these Clauses, including measures applied during transmission and to the processing of the personal data in the country of destination.

(c) The data importer warrants that, in carrying out the assessment under paragraph (b), it has made its best efforts to provide the data exporter with relevant information and agrees that it will continue to cooperate with the data exporter in ensuring compliance with these Clauses.

(d) The Parties agree to document the assessment under paragraph (b) and make it available to the competent supervisory authority on request.

(e) The data importer agrees to notify the data exporter promptly if, after having agreed to these Clauses and for the duration of the contract, it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under paragraph (a), including following a change in the laws of the third country or a measure (such as a disclosure request) indicating an application of such laws in practice that is not in line with the requirements in paragraph (a).

(f) Following a notification pursuant to paragraph (e), or if the data exporter otherwise has reason to believe that the data importer can no longer fulfil its obligations under these Clauses, the data exporter shall promptly identify appropriate measures (e.g. technical or organisational measures to ensure security and confidentiality) to be adopted by the data exporter and/or data importer to address the situation. The data exporter shall suspend the data transfer if it considers that no appropriate safeguards for such transfer can be ensured, or if instructed by the competent supervisory authority to do so. In this case, the data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses. If the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise. Where the contract is terminated pursuant to this Clause, Clause 16(d) and (e) shall apply.

Clause 15

Obligations of the data importer in case of access by public authorities

15.1 Notification

(a) The data importer agrees to notify the data exporter and, where possible, the data subject promptly (if necessary with the help of the data exporter) if it:

(i) receives a legally binding request from a public authority, including judicial authorities, under the laws of the country of destination for the disclosure of personal data transferred pursuant to these Clauses; such notification shall include information about the personal data requested, the requesting authority, the legal basis for the request and the response provided; or

(ii) becomes aware of any direct access by public authorities to personal data transferred pursuant to these Clauses in accordance with the laws of the country of destination; such notification shall include all information available to the importer.

(b) If the data importer is prohibited from notifying the data exporter and/or the data subject under the laws of the country of destination, the data importer agrees to use its best efforts to obtain a waiver of the prohibition, with a view to communicating as much information as possible, as soon as possible. The data importer agrees to document its best efforts in order to be able to demonstrate them on request of the data exporter.

(c) Where permissible under the laws of the country of destination, the data importer agrees to provide the data exporter, at regular intervals for the duration of the contract, with as much relevant information as possible on the requests received (in particular, number of requests, type of data requested, requesting authority/ies, whether requests have been challenged and the outcome of such challenges, etc.).

(d) The data importer agrees to preserve the information pursuant to paragraphs (a) to (c) for the duration of the contract and make it available to the competent supervisory authority on request.

(e) Paragraphs (a) to (c) are without prejudice to the obligation of the data importer pursuant to Clause 14(e) and Clause 16 to inform the data exporter promptly where it is unable to comply with these Clauses.

15.2 Review of legality and data minimisation

(a) The data importer agrees to review the legality of the request for disclosure, in particular whether it remains within the powers granted to the requesting public authority, and to challenge the request if, after careful assessment, it concludes that there are reasonable grounds to consider that the request is unlawful under the laws of the country of destination, applicable obligations under international law and principles of international comity. The data importer shall, under the same conditions, pursue possibilities of appeal. When challenging a request, the data importer shall seek interim measures with a view to suspending the effects of the request until the competent judicial authority has decided on its merits. It shall not disclose the personal data requested until required to do so under the applicable procedural rules. These requirements are without prejudice to the obligations of the data importer under Clause 14(e).

(b) The data importer agrees to document its legal assessment and any challenge to the request for disclosure and, to the extent permissible under the laws of the country of destination, make the documentation available to the data exporter. It shall also make it available to the competent supervisory authority on request.

(c) The data importer agrees to provide the minimum amount of information permissible when responding to a request for disclosure, based on a reasonable interpretation of the request.

SECTION IV – FINAL PROVISIONS

Clause 16

Non-compliance with the Clauses and termination

(a) The data importer shall promptly inform the data exporter if it is unable to comply with these Clauses, for whatever reason.

(b) In the event that the data importer is in breach of these Clauses or unable to comply with these Clauses, the data exporter shall suspend the transfer of personal data to the data importer until compliance is again ensured or the contract is terminated. This is without prejudice to Clause 14(f).

(c) The data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses, where: (i) the data exporter has suspended the transfer of personal data to the data importer pursuant to paragraph (b) and compliance with these Clauses is not restored within a reasonable time and in any event within one month of suspension; (ii) the data importer is in substantial or persistent breach of these Clauses; or (iii) the data importer fails to comply with a binding decision of a competent court or supervisory authority regarding its obligations under these Clauses.

In these cases, it shall inform the competent supervisory authority of such non-compliance. Where the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise.

(d) Personal data collected by the data exporter in the EU that has been transferred prior to the termination of the contract pursuant to paragraph (c) shall immediately be deleted in its entirety, including any copy thereof. The data importer shall certify the deletion of the data to the data exporter. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit the return or deletion of the transferred personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process the data to the extent and for as long as required under that local law.

(e) Either Party may revoke its agreement to be bound by these Clauses where (i) the European Commission adopts a decision pursuant to Article 45(3) of Regulation (EU) 2016/679 that covers the transfer of personal data to which these Clauses apply; or (ii) Regulation (EU) 2016/679 becomes part of the legal framework of the country to which the personal data is transferred. This is without prejudice to other obligations applying to the processing in question under Regulation (EU) 2016/679.

Clause 17

Governing law

These Clauses shall be governed by the law of a country allowing for third-party beneficiary rights. The Parties agree that this shall be the law of Malta.

EM INITIALS CLIENT INITIALS

Clause 18

Choice of forum and jurisdiction

Any dispute arising from these Clauses shall be resolved by the courts of Malta.

APPENDIX

EXPLANATORY NOTE:

It must be possible to clearly distinguish the information applicable to each transfer or category of transfers and, in this regard, to determine the respective role(s) of the Parties as data exporter(s) and/or data importer(s). This does not necessarily require completing and signing separate appendices for each transfer/category of transfers and/or contractual relationship, where this transparency can be achieved through one appendix. However, where necessary to ensure sufficient clarity, separate appendices should be used.

ANNEX I

A. LIST OF PARTIES

Transfer processor to controller Data exporter(s):

Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union].

1. Name: **EveryMatrix NV**

Address: Groot Kwartierweg 10, Livestrong Building, Curacao
.....

[the above being additionally referred to as “EM”]

Contact person’s name, position and contact details:

Mr. Beniamino Santoro

Group DPO

E-mail: dpo@everymatrix.com

Address: Piazzetta Business Plaza, Office 12, Level 10, Triq
Ghar il-Lembi, Sliema, SLM1605, Malta

Activities relevant to the data transferred under these Clauses: provision of games to data importer.

EM INITIALS CLIENT INITIALS

Signed by: *Ebbe Groes* 28/5/2026
303DDB7E4FF2465...

Signature and date: Ebbe Groes, Director.

Role (controller/processor): Processor

Signed by: *Stefanie Knoester* 28/5/2026
B40E954348A8458...

Signature and date: . eMoore N.V., Managing Director.

By: Stefanie Knoester.

Role (controller/processor): Processor

2.

Data importer(s): [Identity and contact details of the data importer(s), including any contact person with responsibility for data protection]

Name: Disrupt Entertainment Limited N.V.

Address: Kaya Richard J. Beaujon Z/N, Curacao.

Contact person's name, position and contact details: . Adrian Toshkov, DPO, adrian@denchsolutions.com

Activities relevant to the data transferred under these Clauses: provision of games to end-users .

Signed by: *Gouloud Hammoud*
7192878C57CE471...

Signature and date: . Gouloud Hammoud.

Role (controller/processor):

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred: individuals who play on B2C operator's website (players).

- Birthdate;
- Country;
- Currency;
- ExternalUserId;
- Language;
- Game rounds and transactions;
- IP;
- SessionId;

EM INITIALS CLIENT INITIALS

- UserName;
- Bonus

With the below-stated pieces of personal data which can be sent to EM as fake values:

- Country;
- UserName;
- Birthdate

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis): data is transferred continuously in order to run services 24/7.

Nature of the processing: collecting, recording, organising, structuring, storing, modifying, retrieving, consulting, using, combining, erasing, disclosing by transmission, disseminating or otherwise making available and destroying personal data.

Purpose(s) of the data transfer and further processing: possibility for B2C operators to offer online gaming services/products to their individual customers (as applicable by virtue of operator's own decisions in this respect). Further processing may be related to parties' own compliance with legal and regulatory obligations as well as legitimate interest.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period:

As a first criterion, the contractual life-cycle will be relevant in terms of how the data will still be processed as soon as the service contract between Data Importer and Data Exporter ends.

Secondly, checking compulsory retention as per regulatory compliance related duties will come into play.

Thirdly, relevant instructions from respective Controllers will be executed to the extent legally possible.

Lastly, an assessment of retention based on own business legitimate interest will be taken into consideration.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing.

List of Sub-Contractors:

External:

- **Google Cloud** (provision of cloud-based services):
 - a. europe-west1 - St. Ghislain, Belgium
 - b. europe-west2 - London, United Kingdom
 - c. europe-west3 - Frankfurt, Germany
 - d. europe-central2 - Warsaw, Poland
- **GTS Telecom SRL** (provision of IT primary infrastructure services):

Calea Rahovei 266-268, Electromagnetica Business Park, Corp 3, Ground Floor, Room 11, Bucharest, Romania

- **Akamai Technologies** (Provision of CDN and cybersecurity services):
40-44 rue Washington, 75008, Paris, France
- **CSL Data Centre Services Ltd.** (MGA – Mirror servers):
66 Dun Karm Street Birkirkara Bypass, Birkirkara BKR9038, Malta
- **New Relic Inc.** (Provision of a cloud-based software for applications tracking performance):
188 Spear St., Suite 1000, San Francisco, California, (94105), USA
- **Microsoft Corp.** (Provision of cloud-based applications within Office Suite offer):
One Microsoft Way, Redmond, Washington, USA
- **CloudFlare Inc.** (Provision of CDN and cybersecurity services):
101 Townsend St, San Francisco, California (94107), USA
- **Atlassian Inc.** (Provision of issue tracking and project management software):
350 Bush St, Floor 13, San Francisco, California, (94104), USA
- **DocuSign Inc.** (Provision of eSignature and document management services):
221 Main St Ste 1550, San Francisco, California, (94105)

Internal (EM Group Entities):

- i. **Changsha EveryMatrix Software Co. Ltd.**, Room4720-4723, Tower C2, Block C of office building, Wanda Square, No.589 Zhongshan Rd, Kaifu Dt, Changsha City, 410005, China;
- ii. **EveryMatrix Ukraine LLC**, 79005, 3, Petrushevycha Square, Lviv, Ukraine;
- iii. **EveryMatrix Norway AS**, Kirkeveien 5A 1400 SKI 3207 Nordre Follo, Norway;
- iv. **Wiener Games EOOD**, Str. Zdrave 9, 1463, Sofia, Bulgaria;
- v. **Fantasma Games AB**, Frejgatan 32, 113 26 Stockholm, Sweden;
- vi. **EveryMatrix S.R.L.**, 4, Tudor Arghezi Street, District 2, 020944, Bucharest, Romania.

For EM Group entities as Sub-Contractors, the processing of personal data is related to the following functions:

- i. Activities related to development of Web API/Bonus Tool (no. 'i' of the EM Group Entities listed above);
- ii. Management of the Reporting and DBs instances for regulatory and operational related purposes (no. 'ii' and 'vi' of the EM Group Entities listed above);

- iii. Activities related to Vendor Management and gaming operations support (no. 'iii' of the EM Group Entities listed above);
- iv. Management of Live-Data Feed instances (no. 'ii' and 'vi' of the EM Group Entities listed above);
- v. Troubleshooting (no. 'i', 'ii', 'vi' of the EM Group Entities listed above);
- vi. Game Development (no. 'iv', 'v', 'vi' of the EM Group Entities listed above);
- vii. Analytics (no. 'ii', 'iii' and 'vi' of the EM Group Entities listed above);
- viii. Hosting of Technical Infrastructure (no. 'vi' of the EM Group Entities listed above).

Regarding the duration of the processing for the above listed entities, it shall be specified that duration of the processing will be in line with operator's (Controller's) instructions. Usually that stops as soon as the contract with the operator ends. However, as a consequence of operator's need to meet legal/regulatory requirements processing of data might extend beyond contractual life-cycle.

EM may also keep the data to comply with its own legal obligations, resolve any disputes and enforce EM's rights. In such cases, EM Retention and Deletion Policies apply.

For transfers to (sub-) processors, also describe the specific technical and organisational measures to be taken by the (sub-) processor to be able to provide assistance to the controller:

1. Contractual obligations as per the terms of Art. 28 of the GDPR and (as applicable) means stemming from Commission Implementing Decision on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679;
2. IS and Data Protection policies and procedures;
3. Contractual SLAs

ANNEX II

TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

EveryMatrix Data Protection Policy and IT Security Policy are in place. IT Security Policy serves as a central policy with which all employees and contractors must be familiar and defines the technical controls and security configurations that users and Information Technology (IT) administrators are required to implement in order to ensure the confidentiality, integrity, and availability of the data environment at EveryMatrix.

EveryMatrix has a formal Risk assessment Policy in place: EveryMatrix incorporated a formalized risk assessment methodology (ISO 27005) and adapted it to the company's culture and requirements. In addition, the NIST SP 800-30 (Revision 1) was used to assist to develop the risk assessment process.

The EveryMatrix methodology incorporates the following core activities:

- Identifying critical assets and the threats to those assets
- Identifying the vulnerabilities, both organizational and technological, that could potentially expose assets to those threats, resulting in risk to the organization
- Developing a risk strategy and risk mitigation plans to address identified risks in support the organization's mission and priorities

A qualitative approach is incorporated for the EveryMatrix risk measurement.

A risk assessment team is to be defined and established before the assessment. The risk assessment team should include representation from all the departments within the EveryMatrix, including those that are involved in the processing, storage, and transmission of cardholder data or personal data. Such departments may include business processes, technology and support departments, such as Human Resources, Marketing, Operations, Information Technology, etc.

The risk assessment is led by the CISO. The CISO is responsible for driving the risk assessment process within the EveryMatrix and reporting the results to management.

In case of lack of internal resources or skills to conduct risk assessments, it may be considered engaging external resources to assist with the risk assessment process.

EveryMatrix security policies to ensure the confidentiality, integrity, and availability are the following (but not limited to):

Integrity

- Reviewing/auditing data processing, transfer and storage mechanisms.
- Version control, checksums (change and release management procedures).
- Integrity validation of deployed artefacts.
- Encryption prevents data corruption: sensitive data is rendered unreadable anywhere it is stored, using strong cryptography, truncation/masking, strong one-way hash functions, or index tokens and pads.
- Data logs: event logs recording user activities, exceptions, faults and information security events are produced, kept and regularly reviewed. System administrator and system operator activities are logged, and the logs protected and regularly reviewed. Logging facilities and log information are protected against tampering and unauthorized access. Strong one-way hash function is used for transaction (audit) records.
- Granular access control (access to information and application system functions is restricted in accordance with the access control policy (Access control matrix). Conflicting duties and areas of responsibility are segregated to reduce opportunities for unauthorized or unintentional modification or misuse of the organization's assets).
- Regular backups to keep a clean copy of the data. Backups are stored offsite. Tests of data restoration are performed regularly.

Confidentiality

- Categorizing data and assets being handled based on their privacy requirements.
- Requiring data encryption and two-factor authentication (wherever possible).
- Ensuring that access control lists (access matrix), file permissions, and whitelists are monitored and updated regularly.
- Regular awareness trainings for employees about information security and privacy considerations.

Availability

- Building preventive measures such as redundancy, failover, RAID, into system design.
- Regular security audits.
- Regular patching of system, network, and applications.
- Utilizing detection tools such as network/server monitoring (HIDS/NIDS) and anti-virus solution (McAfee).
- Reliable cloud-based data backups.
- Reliable and world-leading anti-DDoS providers CloudFlare and Akamai.
- Continuous development and maintenance of a Data Recovery and Business Continuity plan with detailed corrective measures in the event of data loss.

EveryMatrix is ISO27001-compliant and implemented all the necessary security controls based on ISO27002.

EveryMatrix datacentres are ISO27001-certified and protected by next-gen network security appliances. Strict security procedures are in place with regard to access to EM Datacenter which contains a backup of all information stored on EM computer system.

Security mechanisms, service levels, and management requirements of all network services are identified and included in-network services agreements, whether these services are provided in-house or outsourced.

In regard to network security mechanisms and controls, EveryMatrix has FortiGate IDS and redundant firewalls in place for intrusion protection and high availability. EveryMatrix also has AlienVault NIDS/HIDS for internal network and server monitoring.

Web security is ensured by a cloud-based Web Application Firewall (WAF). DDoS infrastructure protection is in place provided by industry-leading companies Akamai, Cloudflare, and Imperva. DDoS protection is automatically triggered based on several parameters; various responses can be configured.

Conflicting duties and areas of responsibility are segregated to reduce opportunities for unauthorized or unintentional modification or misuse of the organization's assets. Information security is addressed in project management, regardless of the type of the project.

Access to program source code is restricted. Development, testing, and operational environments are separated to reduce the risks of unauthorized access or changes to the operational environment.

An access control policy is established, documented, and reviewed based on business and information security requirements. Users are only being provided with access to the network and network services that they have been specifically authorized to use. Anti-virus software running on all instances. Detection, prevention, and recovery controls to protect against malware are implemented, combined with appropriate user awareness. McAfee is used for endpoint protection and monitoring.

EveryMatrix System Monitoring and Logging Policy is in place. This policy sets the rules for logging user and administrator activities in EveryMatrix information systems. The goal of the policy is to ensure the guaranteed responsibility principle. It must be always possible to track down all actions of the person responsible for the action; therefore, all relevant information must be recorded.

Information that can be modified in the Backoffice system is Audited, and all the Audit notes will be stored in a single report but also displayed on relevant pages and sections, where information can be altered. Audit notes will display the timestamp, author of the change, and new data. A strong one-way hash function is used for transaction (audit) records.

SIEM (System Incident and Event Monitoring tool) is in place for storage and monitoring of infrastructure-level logs, events, and alerts; besides, it provides real-time file-integrity monitoring and alerting for the in-scope IT systems.

Where required by the access control policy, access to systems and applications is controlled by a secure log-on procedure. Password management systems are interactive and ensure quality passwords. Group policies set the password complexity (8 char, upper- and lower-case, symbol), password history (24), account lockout after 5 consecutive failed logins, session expiration after 15 minutes idle for remote access, mandatory multi-factor authentication for administrative accounts. Where possible, multi-factor authentication is enforced.

A policy on the use of cryptographic controls for the protection of information is developed and implemented. Supported hashing algorithms: SHA-256, SHA-512, SHA-3, Bcrypt, Scrypt, PBKDF2, Argon. Currently supported encryption algorithms: AES (128 bits or more), RSA with 2048-bit composite modulus, RSA with 1024-bit composite modulus - for key exchange, Elliptical Curve Diffie-Hellman (ECDH) - for key exchange.

Storage of sensitive data is kept to a minimum in line with legal, regulatory, and business requirements. Information is classified in terms of legal requirements, value, criticality, and sensitivity to unauthorized disclosure or modification.

Where data being handled by EveryMatrix is subject to an agreement with an external organization specifying the use of encryption, the agreed handling procedures, encryption technologies, and standards must be used.

Security monitoring and alerting on phishing attacks, unauthorized access attempts, data leak prevention, etc., is provided by Microsoft Defender combined with appropriate user awareness. Additionally, there is an advanced email protection tool in place -- DarkTrace Antigena Email.

EveryMatrix Systems Configuration Hardening Standards are in place. These standards define the procedure to be adopted for infrastructure hardening.

Changes to the organization, business processes, information processing facilities, and systems that affect information security are controlled with the EveryMatrix Group Change Management Procedure.

EveryMatrix is dedicated to providing quality applications; all code developed for the services is validated through automatic tests that run at application deployment besides EM usual Quality Assurance procedures that are aimed at verifying new and existing functionality. During development, EveryMatrix utilizes principles of the Secure Software Development Lifecycle (SSDLC). To ensure that applications are not vulnerable to malware and similar security threats, there are such tools and mechanisms in place like Static Application Security Testing (SAST).

Information about technical vulnerabilities of information systems being used is obtained in a timely fashion, the organization's exposure to such vulnerabilities evaluated and appropriate measures taken to address the associated risk.

EveryMatrix Patch Management Policy is in place and describes the requirements for maintaining up-to-date security patches on all EveryMatrix-owned and managed workstations and servers. Prioritizing patches for critical infrastructure ensure that high-priority systems and devices are protected from vulnerabilities as soon as possible after a patch is released. Applicable vendor-supplied critical security patches must be installed within one month of release. All other applicable vendor-supplied security patches must be installed within three months.

Information security events are reported through appropriate management channels as quickly as possible (Incident Escalation Procedure including Call Trees). Employees and contractors using the organization's information systems and services are required to note and report any observed or suspected information security weaknesses in systems or services. Information security events are assessed, and it shall be decided if they are to be classified as information security incidents. SLA for Incident Management is established for each type of these incidents.

Information security incidents are responded to in accordance with the documented procedures. Knowledge gained from analyzing and resolving information security incidents is used to reduce the likelihood or impact of future incidents (Post-mortem meetings and Information Security Awareness Training).

EveryMatrix's Business Continuity Policy is in place and outlines how the departments and employees prepare for, and respond to, a major business interruption or outage. It describes how critical business activities continue to operate during a disruptive event, and normal operations are resumed as soon as possible following the event.

EveryMatrix's Disaster Recovery Plan (DRP) covers all the steps required in order to restore all EveryMatrix services provided to its clients in the event of a disaster within the Recovery Time Objective (RTO). This plan aims to minimize the impact of a disaster by ensuring recovery tasks are effective,

methodical, and thorough which should reduce mistakes and omissions. The aim is to meet both the agreed RTO as well as the Recovery Point Objective (RPO).

EveryMatrix Backup Policy is in place and provides the company with a documented and formalized procedure that ensures the safety and security of EveryMatrix IT system resources and all supporting assets.

EveryMatrix conducts internal audits at planned intervals to provide information on whether the ISMS:

- conforms to EveryMatrix requirements for its ISMS and the requirements of ISO/IEC 27001
- if effectively implemented and maintained.

EveryMatrix takes corrective action when finding nonconformities during internal audits and undertakes preventive actions to prevent the occurrence of such nonconformities. Top management of EveryMatrix reviews the ISMS at planned intervals to ensure its continuing suitability, adequacy, and effectiveness.

EveryMatrix makes sure to allocate the right resources in order to ensure data portability. EveryMatrix's commitment in this respect is epitomised by EveryMatrix's Delivery Management Team which, along with other internal relevant stakeholders (i.e. DB admins) is in charge of administering both inbound and outbound data migrations within the context of EveryMatrix's platform and systems.

EveryMatrix abides by its own Group personal data retention policies and applicable legal requirements (as the case may be); when it comes to client's personal data, EveryMatrix ensures that clients' instructions to retain, delete, or anonymise personal data are consistently and effectively executed at the company's level through the involvement of the necessary internal stakeholders.

EveryMatrix primarily fulfils the data minimisation principle by indicating clearly what parameters are necessarily needed ("de minimis information" as opposed to "optional parameters") in order for EveryMatrix's products and services to function properly. This happens within the context of the technical integration between client's and EveryMatrix's respective systems, where EveryMatrix's Delivery Management Team and Integration Lead illustrate (also through the relevant technical documentation) the said parameters for configuration purposes.

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Ebbe Groes

ebbe.groes@everymatrix.com

CEO

EveryMatrix NV

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Signature

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Ebbe Groes
303DD87E4FF2465...

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Stefanie Knoester

stefanie.knoester@the-emgroup.com

Director Emoore N.V., director of GMFY Tech NV

Security Level: Email, Account Authentication
(None)

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Stefanie Knoester
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Gouloud Hammoud

Gouloud@gfcgroup.co

director obo Guardian Corporation Curaçao BV

Security Level: Email, Account Authentication
(None)

Signed by:

Gouloud Hammoud
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Viewed: 01-Jun-2026 | 18:23

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In Person Signer Events

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Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events	Status	Timestamp
Adrian Toshkov adrian@denchsolutions.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 01-Jun-2026 18:25
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Finance finance@everymatrix.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 01-Jun-2026 18:25
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	28-May-2026 15:13
Certified Delivered	Security Checked	01-Jun-2026 18:23
Signing Complete	Security Checked	01-Jun-2026 18:25
Completed	Security Checked	01-Jun-2026 18:25
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Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum

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