

OPERATIONS AGREEMENT

by and between

Relax Gaming International Limited

and

Disrupt Entertainment N.V.

dated

2020-01-29

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OPERATIONS AGREEMENT

THIS OPERATIONS AGREEMENT (“Agreement”) is made on 29 January 2020 by and between:

- (1) **Relax Gaming International Limited**, a company incorporated in the Isle of Man (registration number 133267C), having its registered office at Clinch's House, Lord Street Douglas, Isle of Man, IM99 1RZ (“**Relax**”)

and

- (2) **Disrupt Entertainment N.V.**, a company incorporated in Curacao (registration number 140327), with its registered office at Kaya Richard J. Beaujon Z/N, Curacao (“**Operator**”)

The parties to this Agreement shall be jointly referred to as “Parties” and individually as a “Party”.

WHEREAS:

- (A) Relax is a developer of on-line gaming products and also provides and operates a Platform into which Relax’s own games, as well as games from third party game studios, are integrated.
- (B) The Operator is a gaming operator that provides on-line games on the websites; www.casinosinners.com, www.winludu.com, www.spinnersgame.com, www.duplexcasino.com, www.casinochacha.com, www.blitzspins.com (“**Websites**”).
- (C) The Parties wish to govern their cooperation regarding Relax's provision of the Games and the Gaming System to the Operator under the Isle of Man jurisdiction.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement, the following expressions shall have the following meanings:

“**B2C License**” means the eGaming License #1668/JAZ granted to the Operator by Curacao eGaming.

“**Data Protection Legislation**” means the applicable Isle of Man data protection legislation consisting of Data Protection Act 2018, Data Protection (Application of the GDPR) Order 2018, Adapted text of the General Data Protection Regulation 2016/679 (“**GDPR**”) (“**Applied GDPR**”) and The GDPR and LED Implementing Regulations 2018 as amended, replaced or superseded from time to time.

“**Documentation**” means documentation that accompanies each Game, including a functional specification, payout-tables, certificates, release notes and any other relevant documentation relating to each Game.

“**Effective Date**” means the date of execution of this Agreement by both Parties.

“Game(s)” means games developed by Relax or a third-party game studio (including ‘Powered by Relax’ Content and ‘SilverBullet’ Content) and provided to the Operator via the Gaming System from time to time.

“Game Fault” means a fault, error or defect in respect of the performance of the Games.

“Gaming System” means the gaming system provided by Relax under this Agreement consisting of the Platform, the back-end system and related hardware and Internet connections.

“GSC” means the Isle of Man Gambling Supervision Commission.

“Launch Date” means the date when any of the Games are made available to real money play on the first Website.

“Operator Term Sheet” means the term sheet to be entered into between Relax and Operator for the purpose of defining the commercial and any special terms for the applicable third-party game studio’s ‘Powered by Relax’ Games.

“Pay-Out Error” a fault, error or defect in respect of the Games which causes errors in any pay-outs to Players.

“Platform” means the gaming platform into which the Games are integrated as provided by Relax.

“Player(s)” means persons that play the Games on the Websites.

“Powered by Relax’ Games” means games developed by third-party game studios not commercially represented by Relax that are provided to the Operator via the Gaming System from time to time.

“Relax Games Term Sheet” means the term sheet to be entered into between Relax and Operator for the purpose of defining the commercial terms for Relax Games.

“Relax Games” means any games developed by Relax (**“Relax Content”**) or any ‘SilverBullet’ third-party content commercially represented by Relax and included in the Relax content road map (**“SilverBullet’ Content”**) that are provided to the Operator via the Gaming System from time to time.

“Restricted Territories” means any jurisdiction, country, state, province, region or other political sub-division in which the use, offering to users development, distribution, offering for sale, selling, advertisement, promotion and/or other exploitation of the Games for real money is prohibited by law or is governed by local regulation requiring licensed B2C operators (i.e local online gaming license) and/or B2B supplier to hold exclusive rights to operate real money gambling. The Restricted Territories appendix attached as Appendix 1 below details the list of jurisdictions classified under either category of restrictions. Any other jurisdictions or territories which may be added and designated as Restricted Territories by Relax (at Relax’s sole and absolute discretion) will be updated in the Restricted Territories appendix and sent systematically to all applicable Operators for information and written acknowledgment/consent.

- 1.2 The headings in this Agreement are for convenience only and shall not affect the interpretation of any provision of this Agreement.

2. GRANTING OF LICENSE

- 2.1 Relax hereby grants to the Operator during the term of this Agreement a limited, non-exclusive, non-transferable, non-assignable, non-sublicensable and revocable license to provide the Games on the Websites via the Gaming System in accordance with the terms of this Agreement.
- 2.2 This Agreement shall explicitly apply to the distribution of the Games under the Isle of Man jurisdiction and the Operator's B2C License granted by the [regulator]. Relax shall upon its sole discretion be allowed to amend the jurisdictions available at each under the Isle of Man jurisdiction to accommodate any changes to the available jurisdictions as communicated by the GSC.
- 2.3 The Operator may make available such of the Games as it decides from time to time subject to the terms of this Agreement but in any event the Games may not be provided or offered in the Restricted Territories, unless the Parties separately agree on such in writing. The Operator agrees to block all Players located in the Restricted Territories from being able to access the Games.
- 2.4 This Agreement does not imply or grant any exclusivity to or by either Party in other business dealings, i.e. Relax may license the Games to other operators and the Operator may procure games from other developers, unless the Parties separately agree on certain exclusivity on a case-by-case basis.
- 2.5 Without the prior written consent of Relax or as otherwise stated in this Agreement, the Operator shall not (a) copy the Games, the Gaming System or the Documentation, (b) assign this Agreement or transfer, lease, export or grant a sublicense to the Games or the Gaming System to any third party, (c) reverse engineer, decompile or disassemble any of the Games or the Gaming System or (d) use the Games or the Gaming System for any other purposes than providing the Games to Players on the Websites in accordance with the terms of this Agreement.
- 2.6 It is stated for the sake of clarity, that the Operator shall enter into a separate agreement with Quickspin AB ("**Quickspin**") concerning the licensing, operation and commercial terms for the offering of Quickspin's games via the Platform ("**Quickspin Games**"). Any reference to "Games" or "Powered by Relax' Games" under this Agreement excludes Quickspin Games. Relax shall host the Quickspin Games on its Platform and maintain and operate the Platform in order to enable the offering of the Quickspin Games to the Operator under the Isle of Man jurisdiction ("**Hosting Services**"). It is explicitly agreed between the Parties that the service levels set out in the service level agreement attached as Appendix 2 below shall not apply to the provision of the Hosting Services and Relax shall not assume any liabilities as to the Quickspin Games or their offering via the Hosting Services. The annual fee payable by the Operator to Relax for the Hosting Services shall be agreed separately between the Parties in writing prior to the commencement of a new fee period.

3. INTEGRATION AND LAUNCH

- 3.1 The Parties acknowledge that the integration between the Websites and the Gaming System will require efforts from both Parties. The Parties will provide know-how and resources as required to make the integration process as smooth and quick as possible. Relax will provide relevant technical information and documentation concerning the Gaming System in order to carry out the integration. The Operator shall be responsible for the integration necessary on the Operator's side to connect to the Gaming System.

- 3.2 The integration and launch of the Games shall be carried out in accordance with the launch plan agreed between the Parties.

4. OPERATION AND SERVICE LEVELS

- 4.1 Operation of the Gaming System will be performed by Relax. These services include the following:

- (a) Connection of the Platform to the Internet and operation of the Gaming System.
- (b) Provision of standard 2nd line technical e-mail support to the Operator for the Games and the Gaming System between the hours of 09:00 and 17:00 EET/EEST.
- (c) Technical integration support, including guidance during set-up and help in reviewing the code. The Operator is responsible for its own costs and expenses in connection herewith.
- (d) Provision of one (1) day of remote systems operations training to the Operator's staff if requested by the Operator.

- 4.2 Relax undertakes to provide the Gaming System in accordance with the service levels set forth in Appendix 2.

5. OPERATOR'S OBLIGATIONS

5.1 Full Integration

The Operator shall integrate the Games tightly into the Websites using full functionality of the API:s, so that the Games will appear to Players as an integral part of the Websites. The Operator is responsible for the integration between the Websites and Gaming System and that the integration is conducted in accordance with the integration manual provided by Relax.

5.2 Testing

The Operator is responsible for testing prior to the commercial launch.

5.3 Launch of Games

The Operator will only present the Games on its Websites and/or make them available to Players after the integration and testing have been completed and the Games have been enabled for real money play.

5.4 Visibility

The Games shall be made available in a clearly visible manner and shall be easily accessible to Players within the Websites.

5.5 1st Line Customer Support

The Operator is responsible for providing its Players with 1st line customer support.

5.6 Fraud Control

The Operator is responsible for maintaining fraud control to ensure that chargebacks and other fraudulent behaviour is minimized. Such measures shall include, for example, limitations of deposits, obtaining verification of details, etc.

5.7 Daily Operations

The Operator is responsible for the day-to-day operational activities in relation to the Games, including but not limited to, marketing, customer support and care, fraud screening, payment management, etc.

5.8 Certificates

The Operator is responsible for all activities and costs relating to obtaining and maintaining SSL and other required certificates that are not related to the Games or the Gaming System.

5.9 Marketing

The Operator will use reasonable endeavours to market the Games to both new and existing Players. Marketing will commence no later than on the Launch Date. Marketing, promotion and sponsoring activities shall at all times be in compliance with applicable laws and conducted in a manner whereby the goodwill and integrity of both Parties is protected and not put at risk.

5.10 IT-security

The Operator is responsible for having adequate IT-security systems in place for all its systems in order to fulfil any requirements on data protection, personal integrity protection and anti-money laundering requirements that might be relevant, as well as to protect the systems from third party attacks etc.

5.11 Overpayment mechanism to Players

The Operator shall notify Relax in advance of any payment to a Player exceeding the amount of ten thousand Euro (EUR 10,000.00), ("**Payment Notification**"). The Payment Notification shall be sent via Relax Service Desk and is considered received only upon separate written acknowledgment sent to the designated Operator email address by Relax. The Operator shall always keep Relax informed of the valid email address. Such written acknowledgment by Relax shall not be unreasonably delayed. Relax shall, within forty-eight (48) hours of receipt of the Payment Notification, communicate in writing to the Operator either approval or rejection of such payment. Relax shall give the written approval within forty-eight (48) hours unless it has discovered a Pay-Out Error. In the event a Pay-Out Error was discovered after the Operator made payments to Players exceeding ten thousand Euro (EUR 10,000.00), without having received prior approval thereof by Relax as stipulated above, Relax shall by no means be liable to the Operator or any third party, and Relax shall not indemnify the Operator or any third party for any losses incurred or payments made as a result of such Pay-Out Error. In such case, the Operator accepts full responsibility and liability should it make an unapproved payment, which upon later verification was found to be illegitimate.

6. **FEES AND PAYMENT**

6.1 Set-up Fee

Relax shall not charge a set-up fee from the Operator.

6.2 Royalty

- 6.2.1 With effect from the Launch Date, the Operator shall pay to Relax a monthly royalty (also referred to as “revenue share”) calculated as set forth in the respective term sheet(s) entered into separately between the Parties. Relax Games Term Sheet is attached as Appendix 3 below, whereas the template of Operator Term Sheet is attached as Appendix 4 below.

6.3 Regulatory Fees

Relax shall be entitled to invoice any and all Operator-specific regulatory costs incurred by Relax directly from the Operator in connection with the invoicing.

6.4 Value added tax (VAT)

All fees are exclusive of VAT and VAT will be added, where appropriate, and paid by the Operator at the same time as the fee, on production of a valid VAT invoice from Relax.

6.5 Reporting and invoicing

Reporting and invoicing policy shall be defined in the respective term sheet(s) entered into separately between the Parties.

6.6 Audit Rights

- 6.6.1 If the Operator believes that the amounts declared by Relax in a monthly statement pursuant to the respective term sheets are incorrect, the Operator may, at its own cost, appoint an auditor to examine the financial records of Relax that relate to the royalty calculation. The Operator must give Relax thirty (30) days’ notice of such audit. If the audit shows a negative discrepancy for the Operator of more than five (5) per cent, then Relax shall bear the costs for the audit.

- 6.6.2 If an overpayment or an underpayment has been made, Relax will invoice or credit the Operator for such amount or adjust the next invoice to the Operator accordingly.

7. **WARRANTIES**

- 7.1 Each Party warrants and represents that it has full power and authority to enter into this Agreement and to fulfil its obligations hereunder and that the performance of the terms of this Agreement will not breach any separate agreement by which such Party is bound.

- 7.2 Relax warrants to the Operator that:

- (a) It shall perform the services and all its obligations under this Agreement:
 - 1. using all reasonable skill, care and diligence;
 - 2. using competent personnel with appropriate levels of training, experience and expertise for the tasks which they are required to perform;
 - 3. using hardware, software, and equipment which are adequate and appropriate in the context of this Agreement to enable the services hereunder to be provided in accordance with this Agreement;
- (b) Relax shall take all reasonable efforts to ensure that it is in compliance with all applicable rules, laws and regulations in connection with the supply of the

Games and the Gaming System; it is the rightful owner of the rights to the Games and Gaming System licensed under this Agreement and/or has obtained the right from the rightful owner to grant such rights;

- (c) Relax Content included in the Games is based on the commonly used industry standards existing on the date of release of the respective game software or the date of the most recent update, the Games conform to their specifications and the Gaming System itself is substantially error-free; there is no bias and that random selection emulates live situations as much as practically possible and commercially motivated with computer generated gaming situations;
- (d) The Games and the Gaming System shall in all material aspects perform in accordance with the Documentation.
- (e) The Relax Content and the Gaming System do not infringe any intellectual property rights held by third parties.
- (f) The Games and Gaming System will be provided with commercially reasonable resources allocated.
- (g) The Gaming System shall be free from all viruses known generally at the date of integration.
- (h) That Relax Content or the Gaming System do not contain any Trojan horse, worm, logic bomb, time bomb, backdoor, trap door, key or other similar or harmful components which have the potential to impair or prevent the operation of the Gaming System. If any such Trojan horse, worm, logic bomb, time bomb, backdoor, trap door, key or other similar or harmful component is contained despite Relax's efforts, Relax will correct this in the Relax Content or Gaming System.
- (i) Relax shall upon the receipt of a written request provide the Operator with the KYC/DD material in an extent decided in the Operator's sole discretion.

7.3 The Operator warrants to Relax that:

- (a) The Operator shall take all reasonable efforts in order to ensure that the Games are provided to Players in compliance with the applicable laws and that commercially reasonable endeavours are made to ensure a bona fide environment for the Players.
- (b) The Operator shall operate its gaming business in accordance with the relevant laws and obtain authorization(s) from relevant authorities if applicable.
- (c) The Operator is in compliance with all the applicable rules, laws and regulations applicable to the supply of the Games to the Players via the Gaming System.
- (d) The Operator shall upon the receipt of a written request provide Relax with the KYC/DD material in an extent decided in Relax's sole discretion. The approval of the received KYC/DD material shall act as a precondition for the Operator being entitled to offer the Games to the Players under this Agreement.
- (e) The Operator will utilize appropriate software and industry standard geolocation methods in order to block all Players who are either physically

located in and/or utilizing servers physically located in any Restricted Territories from being able to access the Games on the Gaming System.

- (f) In addition to following the procedure set out above in clause 5.11, the Operator shall diligently and continually monitor the operation of the Games on its Websites (including but not limited to abnormal Player pay-outs) and inform Relax without delay in writing of any discovered or suspected Game Faults, including but not limited to Pay-Out Errors. Any failure by the Operator to effectively monitor the operation of the Games and/or immediately inform Relax of the discovered or suspected Game Faults shall be taken into consideration as a factor mitigating Relax's liability for such.
- (g) The Operator undertakes to remove the Game(s) from the Websites immediately upon receiving a written takedown notice from Relax for a specific Game or set of Games which Relax may issue at any time in the event that the Game(s) are subject to, or at risk at becoming subject to a third-party intellectual property right claim, or as a result of third-party license termination or expiration, or a detected or suspected Game Fault in the operation of the Game(s).

8. INTELLECTUAL PROPERTY

- 8.1 Each Party grants to the other Party a right to use the first Party's trademarks as necessary for the other Party to perform its obligations under this Agreement.
- 8.2 All legal and beneficiary interest in any intellectual property belonging to either Party, such as, but not limited to, hardware, firmware, software, game mathematics, materials, interfaces, documents, notes, frameworks, specifications, drawings, goods and devices shall remain the property of the originator.
- 8.3 Relax shall, at its own expense, defend or at its option settle, indemnify and hold the Operator harmless from any direct losses, damages, liabilities, costs and expenses suffered or incurred by the Operator arising from any finding of a court of competent jurisdiction that the Relax Content infringes any patent, copyright (including software) or trademark of any third party, provided that the Operator provides Relax with (i) prompt written notice of such claim, (ii) control over the defence and settlement of such claim and (iii) proper and full information and assistance to settle and/or defend any such claim at Relax's expense. The foregoing shall not apply if the infringement is a result of any changes or modifications performed by the Operator or on behalf of the Operator.
- 8.4 The Operator undertakes to assign the third-party game studio as the owner of intellectual property rights with the control of the defence and settlement of any claims concerning the intellectual property rights to the 'SilverBullet' Content or 'Powered by Relax' Content and not direct such claims at Relax. Should Relax nevertheless receive such claim, it shall forward all such correspondence directly to the respective third-party game studio and assume no standing as a party in any process. The Operator also acknowledges that nothing in this Agreement restricts a respective third-party game studio from directing its claims concerning the infringement of its intellectual property rights directly to the Operator.
- 8.5 The Operator shall, at its own expense indemnify and hold Relax or the third-party game studio owning the intellectual property rights to the 'SilverBullet' or 'Powered by Relax' Content in question harmless from any direct losses, damages, liabilities, costs

and expenses suffered or incurred by Relax or a respective third-party game studio, also including any claims, arising from any infringement of the intellectual property rights relating to Relax, 'SilverBullet' Content or 'Powered by Relax' Content by the Operator.

9. LIMITATION OF LIABILITY

- 9.1 Notwithstanding anything to the contrary herein, the total liability of each Party under this Agreement to the other shall, with the exception of gross negligence or wilful misconduct, be limited to an amount equal to GBP 50,000.00.
- 9.2 Neither Party shall under any circumstances be liable in contract, tort (including negligence and breach of statutory duty) or otherwise for anticipated savings or contracts, any consequential or indirect loss or for loss of earnings.
- 9.3 Nothing in this Agreement shall limit or exclude the liability of either Party for death or personal injury caused by that Party's negligence or for fraudulent misrepresentation.

10. LICENSING AND REGULATORY COMPLIANCE

10.1 Gaming License

- 10.1.1 Relax is licensed in several jurisdictions and has the possibility to offer the Games and the Gaming System to operators according to the requirements of the different licenses it holds and under the condition that the Operator fulfils the conditions of the relevant jurisdiction. Relax is currently licensed in Malta, Isle of Man, UK, Alderney, Romania and Denmark. This Agreement shall explicitly and exclusively apply to the distribution of the Games under Relax's license granted by the GSC.
- 10.1.2 The Operator is responsible for obtaining gaming licenses and/or relevant authorizations from the relevant gaming authority as of Relax's instruction before the Launch Date and to maintain such license and/or authorization during the term of this Agreement. The Operator is responsible for all costs associated with applying for and maintaining the license and/or authorization. The Operator shall furnish to Relax a copy/copies of such before the Launch Date. Parties shall promptly inform each other of any material change of circumstances that may affect the respective Party's license and/or authorization.

10.2 Regulatory Compliance

- 10.2.1 Both Parties shall comply with all local and foreign laws and regulations and standards promulgated there under (including but not limited to laws, regulations and standards applicable to online wagering games and all related activities) that may apply with respect to distribution of the Games under or otherwise with respect to this Agreement.
- 10.2.2 Any possible entry into any new markets not currently supported by Relax for the distribution of the Games shall be discussed in good faith and requires the written approval of both Parties. Relax shall reserve the right to request the Operator to enter into market addendums to be attached as appendices to this Agreement as may be required by the licensing scheme in any applicable market. The execution of a market addendum requested by Relax shall be a precondition for the entry into such new market.
- 10.2.3 Neither Party shall be liable for any breach of this Agreement directly or indirectly occasioned by or resulting from compliance with any regulatory action taken or decision made by any competent authority in respect of this Agreement. In the event that any term of this Agreement is adjudged to be void and or unenforceable by any competent

regulatory authority, the Parties will consult with the purpose of amending this Agreement to the satisfaction of the said authority. If the Parties are unable to agree on a suitable amendment to the satisfaction of said authority, either Party may serve notice on the other to terminate this Agreement without any further liability.

10.3 Data Protection

10.3.1 The Parties shall agree on their respective responsibilities under the Data Protection Legislation by entering into a separate written agreement on data protection that is to be attached as Appendix 5 of this Agreement.

11. **TERM AND TERMINATION**

11.1 This Agreement shall commence on the date on which this Agreement is signed by both Parties ("**Effective Date**").

11.2 This Agreement shall be effective as of the Effective Date and be valid for a period of two (2) years ("**Initial Term**"), unless terminated in accordance with the provisions set out below. Upon termination of the Initial Term, the Agreement shall be automatically renewed for successive one (1) year periods (each separate extension an "**Extended Term**"), unless notice of termination is given by either Party at least ninety (90) days prior to the expiry of the Initial Term or any Extended Term.

11.3 Relax shall, without prejudice to any other rights and remedies, be entitled to terminate this Agreement immediately by a written notice to Operator if it is in default of the payment of fees for a continuous period exceeding ninety (90) days.

11.4 Relax shall, without prejudice to any other rights and remedies, be entitled to terminate this Agreement upon fourteen (14) days' written notice to the Operator, in the event that the Operator has repeatedly failed to block Players from accessing the Games from Restricted Territories.

11.5 Either Party shall, without prejudice to any other rights and remedies, be entitled to terminate this Agreement immediately by giving a written notice to the other Party if the other Party:

- (a) commits a material breach of this Agreement and has not rectified the breach within fourteen (14) days of the notice specifying the breach;
- (b) is prevented or delayed in the performance of its obligations by an event of force majeure for a continuous period of sixty (60) days; or
- (c) is the subject of voluntary or compulsory liquidation or bankruptcy.

11.6 Either Party may terminate this Agreement immediately by written notice to the other Party in the event of any changes to the law preventing the first Party from providing its services under this Agreement.

11.7 A Party ("**First Party**") may terminate this Agreement with immediate effect if the other Party fails the KYC/DD process conducted by the First Party as determined by the First Party in its sole discretion, or if the First Party otherwise at any time discovers facts about the other Party or companies or individuals related to or associated with the other Party that in the First Party's reasonable opinion would jeopardize the gaming licenses or other permits of the First Party or its group of companies or the First Party's good standing in the area of business or with any gaming authority or other law

enforcement authority, or if the First Party is instructed by any gaming authority or other law enforcement authority to terminate this Agreement.

- 11.8 Upon expiry or termination of this Agreement, the Operator shall cease providing the Games to Players and shall return to Relax or destroy all copies of the Games and the Documentation and Relax will discontinue the Operator's access to the Gaming System.

12. CONFIDENTIALITY

- 12.1 For the purposes of this Agreement "**Confidential Information**" shall mean the terms and conditions of this Agreement and all information disclosed by either Party to the other Party, in writing or orally, relating to the Games, the Gaming System, the Documentation and any other products delivered hereunder and the businesses of the Parties, except for information which:

- (a) was or becomes publicly known without breach of this Agreement or applicable law; or
- (b) is obtained by the receiving Party from a third Party without a breach of such third Party's obligations of confidentiality; or
- (c) is required by law to be disclosed by the receiving Party.

- 12.2 Each Party agrees not to use any Confidential Information of the other Party for any purpose except to exercise its rights and perform its obligations under this Agreement and not to disclose any Confidential Information of the other Party to third parties. The foregoing shall not prevent a Party from disclosing Confidential Information to its professional advisors provided that such advisor is bound by professional secrecy or a written confidentiality undertaking on materially the same terms as set forth in this Section 12.

- 12.3 The obligation to keep Confidential Information strictly confidential shall survive the expiry or termination of this Agreement and shall continue for a period of five (5) years thereafter.

13. PUBLICITY

- 13.1 Neither Party will make any press release or other public announcement about the relationship established by this Agreement, its value, or its terms and conditions, or in any manner advertise or publish the fact of this Agreement without the other Party's prior written consent, provided, however, that such consent shall not be unreasonably withheld or delayed.

14. RELATIONSHIP BETWEEN THE PARTIES

- 14.1 The Parties are independent contractors, and nothing contained herein shall in any way constitute any association, partnership or joint venture between the Parties hereto, or be construed to evidence the intention of the Parties to establish any such relationship. Neither Party shall have any right, power or authority to make any representation or to assume or create any obligation, whether express or implied, on behalf of the other, or to bind the other Party in any manner whatsoever.

15. FORCE MAJEURE

- 15.1 Neither Party shall be liable for any delay or failure in the performance of any of its obligations pursuant to this Agreement due to a Force Majeure event if such Party could

not have prevented the delay or failure by using reasonable and prudent foresight including the implementation of reasonable precautions and as soon as reasonably practicable after becoming aware of the Force Majeure event gives notice of the occurrence of such event to the other Party by telephone and confirms this by writing within twenty-four (24) hours and uses professional, prudent and reasonable steps to perform its obligations under this Agreement as soon as possible and otherwise to mitigate the effects of the Force Majeure event.

16. ASSIGNMENT

- 16.1 Neither Party may, wholly or partially, transfer, assign, pledge or sub-license its rights or obligations under this Agreement to any third party without the prior written consent of the other Party. The foregoing shall not restrict Relax from retaining the services of other companies in the Relax group.

17. ENTIRE AGREEMENT AND AMENDMENTS

- 17.1 This Agreement and its attachments constitute the entire Agreement between the Parties on all issues to which the Agreement relates and supersedes all previous written or oral commitments and undertakings.
- 17.2 Only those amendments and additions to this Agreement that are made in writing and signed by the Parties are valid.

18. SEVERABILITY

- 18.1 If any provision of this Agreement or part thereof shall to any extent be or become invalid or unenforceable, the Parties shall agree upon any necessary and reasonable adjustment of the Agreement in order to secure the vital interests of the Parties and the main objectives prevailing at the time of execution of the Agreement.

19. WAIVER

- 19.1 No consent or waiver, express or implied, by either Party of any breach or default of the other Party in performing its obligations under this Agreement shall be deemed or construed to be a consent or waiver of any other breach or default by the other Party of the same or any other obligation hereunder. Any failure by one Party to complain of any act or failure to act of the other Party or to declare that other Party is in default shall not constitute a waiver by the first Party of its rights under this Agreement. No waiver of any rights under this Agreement shall be effective unless in writing and signed by the Party purporting to give the same.

20. NON-SOLICITATION

- 20.1 Neither Party shall during the term of this Agreement and for the period of one (1) year from the date of termination of this Agreement, without the written prior consent of the other Party, solicit or endeavour to entice away from the other Party any person who is an employee of the other Party.

21. NOTICES

- 21.1 Any notice to be given under this Agreement shall be in writing and shall be sent by first class mail or air mail, or by email to the address of the relevant Party set out below in 21.2 or such other address (including email address) as that Party may from time to time notify to the other Party in accordance with this clause 21.1.

- 21.2 Notices sent as above shall be deemed received upon the actual delivery to the recipient addressed to the parties at their respective addresses set forth below. Notice sent by e-mail shall be deemed received at 9am on the next working day following the day of sending, provided that an automated response that the intended recipient is out of office shall be treated as proof that the notice was not received.

For Operator

Disrupt Entertainment N.V.

Kaya Richard J. Beaujon Z/N, Curacao

Email

Attn:

For Relax Gaming International Ltd:

Clinch's House, Lord Street Douglas, Isle of Man, IM99 1RZ

legal@relax-gaming.com

Attn: Head of Legal

22. GOVERNING LAW AND DISPUTES

- 22.1 This Agreement shall be construed in accordance with and governed by the substantive laws of Isle of Man without regard to its conflict of law rules.
- 22.2 The Parties shall attempt to resolve any dispute arising out of or relating to this Agreement through negotiations between senior executives of the Parties who have the authority to settle the same.
- 22.3 If the matter is not resolved by negotiation within 30 days of receipt of a written 'invitation to negotiate', the Parties will attempt to resolve the dispute in good faith through an agreed Alternative Dispute Resolution (ADR) procedure, or in default of the Agreement, through an ADR procedure as recommended to the Parties by the President or the Vice President, for the time being, of the Chartered Institute of Arbitrators.
- 22.4 If the matter has not been resolved by an ADR procedure within 60 days of the initiation of that procedure, or if any Party will not participate in an ADR procedure, the dispute may be referred to an arbitration by any Party. The seat of arbitration shall be England and Wales. The arbitration shall be governed by both the Arbitration Act 1996 and Rules as agreed between the Parties. Should the Parties be unable to agree on the Rules for Arbitration, any Party may, upon giving written notice to other Party, apply to the President or Vice President, for the time being, of the Chartered Institute of Arbitrators for the appointment of an Arbitrator or Arbitrators and for any decision on rules that may be necessary.
- 22.5 Nothing in this clause shall be construed as prohibiting a Party or its affiliate from applying to a court for interim injunctive relief.

This Agreement has been executed duplicate on the date first set forth above.

Relax Gaming International Limited

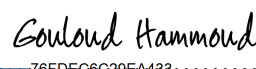
Disrupt Entertainment N.V.

DocuSigned by:

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by
Feb 5, 2020

Relax Gaming International Limited

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by
Feb 26, 2020

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by
Feb 10, 2020

APPENDIX 1

Restricted Territories - Relax Gaming International Limited

Dated 24 January 2020

Jurisdictions where **Relax Gaming International Limited's** ("**Relax Gaming**") licensed customers ("**Licensed Customers**") must not allow participation on Relax Gaming Group's own games, the "Powered By" and "Silver Bullets" third-party supplier games for real money play due to FATF AML restrictions:

Algeria
Afghanistan
Antigua & Barbuda
Cuba
Guyana
Iran
Iraq
Israel
Kahnawake
Kuwait
Libya
Myanmar
North Korea
Pakistan
Panama
Papua New Guinea
Sudan
Syria
Unites States of America and its Territories
Yemen
Zimbabwe

Jurisdictions where Licensed Customers must not offer Relax Gaming Group's own Games, "Powered By" and "Silver Bullet" third-party supplier games for real money play without holding a relevant local online gaming license from the competent licensing authority of the specific jurisdiction:

Belgium
Denmark
Estonia
France and its Territories
Italy
Latvia
Lithuania
Malta
Romania
Spain
Sweden
United States of America:
- New Jersey
- Pennsylvania
United Kingdom

In the event that a specific jurisdiction should be divided into multiple states or regions, the Licensed Customers shall also be permitted to offer Relax Gaming Group's own Games, "Power By" and "Silver Bullet" third-party supplier games for real money play, in such state or region as the Licensed Customer's local online gaming license specifically permits.

All EU/EEA jurisdictions licensed operations with Relax Gaming Group's own Games, "Powered By" and "Silver Bullet" third-party supplier Games for real money play shall at all times be contracted through **Relax Gaming Ltd** and hosted under the designated location as per jurisdiction requirements.

APPENDIX 2

Service Level Agreement

1. General

- 1.1 This Service Level Agreement ("SLA") governs the service levels and performance of the Gaming System, which consists of the Platform whereupon individuals participate in Relax's activities by utilizing the different games software, the administrative back office system that is made available to the Operator, the Internet connection to the server(s) and any related hardware.
- 1.2 The services under this SLA are provided by Relax. Relax assumes full responsibility (subject to the limitations of liability in Section 9 of the main body of the Agreement) in relation to the Operator for the services provided by Relax.
- 1.3 Where applicable, Relax shall also as an additional service under this SLA conduct RTP Monitoring required by the United Kingdom Gambling Commission ("UKGC") for all the Games made available to the Operator under the Operator Agreement. Such monitoring shall be regular automated monitoring of the actual and theoretical game RTP averages in accordance with the obligations imposed by the UKGC under the "Testing Strategy for Compliance with Remote Gambling and Software Technical Standards, June 2017" (as amended from time to time). Such monitoring shall, inter alia, seek to identify both scenarios where a game appears to be awarding winnings above the anticipated average and below the anticipated average. Relax will promptly notify the Operator in writing of any abnormal findings in the RTP monitoring and take all reasonable steps necessary to remedy any fault identified. Relax shall keep all appropriate records of changes to the Games as a result of the RTP monitoring and report any changes to the Operator in writing.
- 1.4 Words and expressions which are defined in the main body of the Agreement shall have the same meaning in this SLA unless explicitly defined differently herein.
- 1.5 If any part of this SLA does not correspond to or agree with the main body of the Agreement, the main body of the Agreement shall have precedence.

2. Performance Levels

2.1 Accessibility objective

Relax's intention is that the Gaming System will be available 24 hours a day every day of the year with only limited, scheduled and notified interruptions.

2.2 Scheduled interruptions

In order to provide services, updates and maintenance, Relax will schedule interruptions in the accessibility of the Gaming System (including the software, the internet connection and the back-office system). These interruptions of the Gaming System will be kept within the following time frame:

- Not more than 12 planned interruptions per year.
- Maximum 2-hour downtime for each interruption.
- Total downtime limited to 12 hours per year.

The planned interruptions shall as far as possible be scheduled between the hours of 00:00 and 07:00 UTC. Interruptions during the peak hours of the Gaming System activities shall be avoided but cannot be excluded.

The Operator shall be notified at least 48 hours before a scheduled interruption. The notification shall contain date and time for the interruption, planned downtime and the reason for the interruption. Relax will notify the Operator's appointed contact person by e-mail or telephone.

Relax shall undertake to ensure that any third-party supplier whose content is provided to the Operator by Relax via a supplier platform to Relax Platform integration, shall comply with the terms of this clause 2.2 when it comes to the accessibility of the supplier platform.

2.3 Accessibility

With the exception of the scheduled interruptions described above, Relax guarantees an uptime and accessibility per calendar quarter amounting as follows:

- The Platform: 99%
- The Internet connection: 99.5%
- The Back-Office System: 99%

The above levels shall not include any disturbances or interruptions resulting from emergency or general maintenance that lasts five (5) minutes or less.

Relax shall undertake to ensure that any third-party supplier whose content is provided to the Operator by Relax via a supplier platform to Relax Platform integration, shall provide an uptime and accessibility per calendar quarter amounting as follows:

Supplier Platform and Games: 98%

2.4 Limitations

This SLA does not cover and Relax cannot be held liable in any way for any disturbances or interruptions in the Gaming System availability that are in any manner related to or caused by third parties other than Relax.

2.5 Measuring report

The uptime and accessibility of the Gaming System is measured by Relax on a monthly basis. A quarterly report specifying the downtime of the Gaming System will be delivered to the Operator upon request.

3. **Problem Management**

3.1 Unplanned incidents

In the event of unplanned incidents, the trouble search shall begin as soon as possible. Incidents shall be reported to the Relax Support Centre according to the instructions set forth below.

The escalation process of Relax guarantees that the Support Centre will commence work on the elimination of the incident within the following timeframe from receipt of the initial report:

- Monday - Friday between 07:00 and 16:00 UTC within 15 minutes.
- During any other time within 30 minutes (including also Mondays to Fridays that are national holidays in Estonia or Malta, 24 December or 31 December).

3.2 Communication and reporting routines

When the Operator discovers any indications on incidents that affect the accessibility of the Gaming System, the Support Centre shall be contacted according to the following instructions:

- All days between 09:00 and 17:00 EET/EEST: By contacting the Support Centre via Relax Service Desk or by telephone +372 322 3222.
- At any other time: By contacting the Support Centre by telephone +372 322 3222.

If the Operator reports an incident covered by this SLA by making a telephone call, the Operator is also required to submit a ticket to Relax Service Desk portal. The timestamp of the ticket will be the time used for calculations of reaction times, uptime and downtime

When the problem which caused the incident has been rectified, the Operator will be notified hereof immediately. A written incident report will be delivered to the Operator contact person no later than 48 hours after the rectification.

4. **Credits**

If the guaranteed accessibility as described in Section 2.3 is not achieved in any individual calendar month, the Royalty for the month following directly upon the month of measurement shall be reduced as follows:

The Platform

97 % - 98.99 % uptime and accessibility => 10% reduction of the Royalty
 ≤ 97 % uptime and accessibility => 25% reduction of the Royalty

The Internet Connection

98 % - 99.5 % uptime and accessibility => 20 % reduction of the Royalty
 ≤ 98 % uptime and accessibility => 25% reduction of the Royalty

The Back-Office System

97% - 98.99% uptime and accessibility => 10 % reduction of the Royalty
 ≤ 97 % uptime and accessibility => 25% reduction of the Royalty

APPENDIX 3

Relax Games Term Sheet

The main agreement between Relax Gaming International Limited (“**Relax**”) and Disrupt Entertainment N.V. (“**Operator**”) signed on 2020-01-29 (“**Main Agreement**”) shall remain in full effect except for the explicit details stated in this Appendix 3. The definitions in the Main Agreement shall also be applied in connection with this term sheet.

This term sheet (“**Term Sheet**”) defines the commercial structures regarding serving Relax’s own slot and/or table games content (“**Relax Slot Content**”/“**Relax Table Games Content**”) or ‘SilverBullet’ slot content (“**SilverBullet**” Slot Content”), defined in more detail below in section B) to the Operator via the Gaming System. Relax Slot Content/Relax Table Games Content and ‘SilverBullet’ Slot Content are referred to as “Relax Games” in the Main Agreement.

The Parties shall agree on the commercial structures for the above content as follows:

A. Invoicing and payment of revenue share

Relax shall invoice the revenue share from the Operator.

The Operator shall pay Relax’s invoice within twenty (20) days of receipt. Late payments will incur a penalty interest of eight (8) per cent per annum.

B. Commercial terms for Relax Slot Content and ‘SilverBullet’ Slot Content

The monthly revenue share payable by the Operator to Relax for the Relax Slot Content and/or ‘SilverBullet’* Slot Content shall be calculated on the basis of the net game win defined below in section D (“**Net Game Win**”) by using the applicable revenue share tiers below.

The monthly revenue share shall, for the period of twelve (12) months from the date on which first Relax Slot Content or ‘SilverBullet’ Slot Content game is launched for real-money play, amount to seven (7) percent of the monthly Net Game Win.

The monthly revenue share to be observed upon the expiry of the above initial period of 12 months shall amount to the below percent of the monthly Net Game Win:

- (i) 9% of all Net Game Win up to EUR 500,000.00;
- (ii) 8% of all Net Game Win upon it exceeding EUR 500,000.01;
- (iii) 7% of all Net Game Win upon it exceeding EUR 1,000,000.00.

Note: Please observe that if the Operator achieves level (ii) and/or (iii) in Net Game Win, the revenue share shall be calculated from EUR 0, fully nullifying the 9% and/or 8% revenue share tier levels.

Example A: Net Game Win of EUR 600,000.00 generated in a month results in the achievement of level (ii) and application of 8% to the whole Net Game Win Amount; EUR 600,000.00 * 8% = EUR 48,000.00 in revenue share

Example B: Net Game Win of EUR 1,250,000.00 generated in a month results in the achievement of level (iii) and application of 7% to the whole Net Game Win amount; EUR 1,250,000.00 * 7% = EUR 87,500.00

* 'SilverBullet' Slot Content shall refer to any third-party content commercially represented by Relax which forms part of the Relax content road map.

C. Commercial terms for Relax's Table Games Content

The monthly revenue share shall, for as long as the Main Agreement stays in force, amount to the below percent of Net Game Win in EUR:

(i) EUR 0 or more results in 1% of all Net Game Win

It is stated for clarity that Relax's Table Games Content shall contribute to the Net Game Win tiers defined in B. above.

D. Net Game Win

Net Game Win shall be defined as:

+	Aggregate of all bets/stakes
-	Winnings
=	Gross Game Win
-	Freespins winnings*
-	Cancelled or void bets
-	Gaming tax relating to the turnover and/or winnings of the Games**
=	Net Game Win

*) Only Freespins using the Gaming System or Relax Freespins API may be deducted. The maximum Freespins cost that is allowed to be deducted is 25% of Gross Game Win, i.e. if the Freespins costs are 30% of Gross Game Win, only 25% will be deducted.

**) Only gaming tax in regulated markets may be deducted. Regulated Markets shall in this context refer to a market in which a licensing regime for privately owned gaming companies is in place (including but not limited to Denmark, United Kingdom, France, Italy, Spain, Sweden, United States, Portugal, Romania, Belgium).

E. Termination

This Term Sheet terminates immediately if the Main Agreement is terminated.

This Term Sheet shall terminate thirty-six (36) months from the signature date and automatically renew in twelve (12) month cycles. Either party may terminate the Term Sheet by giving three (3) month's written notice before cycle end.

On behalf of Relax Gaming International Limited On behalf of Disrupt Entertainment N.V.

DocuSigned by:

8A1D2AE4F043476
Feb 5, 2020

DocuSigned by:

76FDEC6C29EA433
Feb 26, 2020

On behalf of Relax Gaming International Limited

DocuSigned by:

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Feb 10, 2020

APPENDIX 4

OPERATOR TERM SHEET **TEMPLATE** FOR 'POWERED BY RELAX' GAME STUDIO CONTENT

Term Sheet For **(Game Studio)**'s 'Powered by Relax' Games

The Main Agreement between Relax Gaming International Limited ("Relax") and Disrupt Entertainment N.V. ("Operator") signed on 2020-01-29 shall remain in full effect except for the explicit details stated in this Appendix 4.

This term sheet ("Term Sheet") for 'Powered by Relax' Games defines the commercial structures regarding serving 'Powered by Relax' Partner's (Game Studio) ("Supplier") content on the Platform for the Operator.

The Parties agree that:

- A. Relax will invoice both the Relax platform fee and Supplier revenue share from the Operator as one revenue share.
- B. The Operator shall pay Relax's invoice within twenty (20) days of receipt. Late payments will incur a penalty interest of eight (8) percent per annum.
- C. The total revenue share payable by the Operator for the 'Powered by Relax' Games shall be **percent (x)** percent, which is to be calculated on the Net Game Win as defined below.
- D. Relax undertakes to mirror these same terms agreed in this Appendix 4 with the Supplier in a separate Appendix to Relax's main agreement with the Supplier.
- E. This Term Sheet terminates immediately if the Main Agreement is terminated or Relax's agreement with the Supplier is terminated.

This Term Sheet shall terminate twenty-four (24) months from signature date and automatically renew in twelve (12) month cycles. Either party may terminate the Term Sheet by giving 3 month's written notice before cycle end.

- F. Net Game Win is defined as follows:

+	Aggregate of all bets/stakes
-	Winnings
=	Gross Game Win
-	Bonus costs*
-	Cancelled or void bets
-	Gaming tax relating to the turnover and/or winnings of the Games**
=	Net Game Win

*) Only bonus costs directly related to the games may be deducted. The maximum bonus costs that are allowed to be deducted is **xx**% of Gross Game Win, i.e. if the bonus costs are 25% of Gross Game Win, only **xx**% will be deducted.

**) Only gaming tax in regulated markets may be deducted. Regulated Markets shall in this context refer to a market in which a licensing regime for privately owned gaming companies is in place (including but not limited to Denmark, United Kingdom, France, Italy, Spain, Sweden, United States, Portugal, Romania, Belgium).

On behalf of Relax Gaming International
Limited

DocuSigned by:

-----8A1D2AF4F043476-----
Feb 5, 2020

On behalf of Disrupt Entertainment N.V.

DocuSigned by:

-----76EDEC6C29EA433-----
Feb 26, 2020

On behalf of Relax Gaming International
Limited

DocuSigned by:

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Feb 10, 2020

APPENDIX 5

DATA PROCESSING AGREEMENT

This data processing agreement ("DPA") shall be entered on January 29, 2020 by and between:

- (1) **Relax Gaming International Limited**, a company incorporated in the Isle of Man (registration number 133267C), having its registered office at Clinch's House, Lord Street, Douglas, Isle of Man, IM99 1RZ (hereinafter "**Relax**" or "**Processor**");

and

- (2) **Disrupt Entertainment N.V.**, a company incorporated in Curacao (registration number 140327), with its registered office at Kaya Richard J. Beaujon Z/N, Curacao (hereinafter "**Operator**" or "**Controller**")

The parties to this DPA shall be jointly referred to as "**Parties**" and individually as a "**Party**".

The definitions and terms in the Main Agreement shall also be applied in connection with this DPA.

1. Background

- (A) The Parties have agreed that it may be necessary for the Processor to Process certain Personal Data on behalf of Controller in respect of such Personal Data.
- (B) The Parties have agreed to enter into this DPA for the purpose of agreeing on the respective compliance obligations imposed upon Controller pursuant to the Data Protection Laws. The Processor is appointed by Controller to Process such Personal Data on behalf of Controller as is necessary to provide the Services in accordance with the terms of this Agreement.
- (C) The Parties acknowledge that this DPA applies only if and to the extent that the Processor is deemed to undisputedly process Personal Data as a Processor.
- (D) This DPA constitutes a schedule to the Operations Agreement entered into between Relax and the Operator on January 29, 2020 ("**Main Agreement**") for the provision of the Games to the Operator via the Gaming System.

2. Additional definitions and interpretation

- 2.1 The definitions in the Main Agreement shall be complemented with the following expressions used in this DPA:

"**Applied GDPR**" means Adapted text of the EU General Data Protection Regulation 2016/679;

"Controller Personal Data" means any Personal Data Processed by Relax or its Sub-processor on behalf of a Controller pursuant to or in connection with the Main Agreement;

"Data Controller", "Data Processor", "Data Subject", "Personal Data", "Personal Data Breach", "Processing", "Processes", "Supervisory Authority" shall have the same meaning as given to them under Applied GDPR;

"Data Protection Laws" means the applicable Isle of Man data protection legislation consisting of Data Protection Act 2018, Data Protection (Application of the GDPR) Order 2018, Adapted text of the General Data Protection Regulation 2016/679 ("**GDPR**"), The GDPR and LED Implementing Regulations 2018 as amended, replaced or superseded from time to time and, to the extent applicable to either Party, the data protection or privacy laws of any other country;

"Processor Group Company" shall mean Processor or any company or corporation in respect of which Processor or Processor's ultimate holding company owns (directly or indirectly) any percentage of the issued share capital;

"Restricted Transfer" means each case where such transfer would be prohibited by Data Protection Laws (or by the terms of data transfer agreements put in place to address the data transfer restrictions of Data Protection Laws) in the absence of the Standard Contractual Clauses to be established under section 14 below;

"Request" means a request from a Data Subject to exercise the rights under the Data Protection Laws in respect of Controller Personal Data;

"Services" means the services to be provided by Relax pursuant to the Main Agreement or otherwise agreed between the Parties;

"Standard Contractual Clauses" means the contractual clauses in accordance with the EU Commission Decision 2010/87/EU of 5 February 2010 and referred to in the Applied GDPR for the transfer of personal data from the EEA (which, for the purposes of this DPA shall be considered to include the Isle of Man) to processors or controllers established in third countries (and any successor clauses), or any other standard contractual clauses issued by the EU Commission which replace such clauses from time to time;

"Sub-processor" means any person (including any third party but excluding an employee of Relax) appointed by or on behalf of Relax to Process Personal Data on behalf of the Controller in connection with the Main Agreement. It is stated for clarity that such Sub-processor shall be considered to also include any third-party game suppliers whose content is distributed to the Operator via a supplier platform – Relax platform integration ("**P2P Supplier**").

3. Processing of Personal Data

3.1 Relax shall:

3.1.1 comply with its obligations under all applicable Data Protection Laws in the Processing of Controller Personal Data; and

3.1.2 agrees and warrants to process the Controller Personal Data only on behalf of the Controller and in compliance with its documented instructions and the Main Agreement and/or this DPA;

3.2 The details of the scope, purpose and duration of the Controller Personal Data and Processing (including the type of Controller Personal Data and categories of Data Subjects) covered by this DPA are set out in Annex 1.

3.3 Any information and data provided by the Controller to Relax and used by Relax directly or indirectly in the performance of this Agreement shall remain at all times the property of the Controller.

4. Relax and its personnel

4.1 Relax shall ensure that access to the Controller Personal Data is restricted to its authorized employees of and/or any Sub-processors who need to know/access the relevant Controller Personal Data, as strictly necessary for the purposes of the Main Agreement, and to comply with Data Protection Laws.

4.2 Relax shall ensure that the personnel who access the Controller Personal Data have signed agreements requiring them to keep all Controller Personal Data confidential and that the personnel processing or having access to the Controller Personal Data receive adequate training on compliance with the data protection provisions under this DPA and Data Protection Law applicable to the Processing.

5. Security

5.1 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing, as well as the risk of varying likelihood and severity for the rights of Players, Relax shall in relation to the Controller Personal Data implement and maintain, at its cost and expense, appropriate technical and organisational measures in relation to its processing of Controller Personal Data so as to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the Applied GDPR.

6. Sub-processing

6.1 The Controller shall authorize Relax to appoint Sub-processors in accordance with this section 6 and any restrictions set in the Main Agreement. It is stated for clarity that the appointment of any P2P Suppliers referred to above as Sub-processors shall be subject to a

separate agreement on the commercial terms for the distribution of respective Games under the Main Agreement between the P2P Supplier and the Controller.

- 6.2 Relax shall be allowed to continue to use those Sub-processors (of which the Controller has been made aware) already engaged by Relax as at the Effective Date of this DPA, subject to Relax in each case meeting as soon as practicable the obligations set out in clause 6.4 below. The sub-processor already engaged at the time of entering into this DPA shall be defined in Annex 2 below.
- 6.3 Relax shall give the Controller a prior written notice of the appointment of any new Sub-processor, including full details of the Processing to be undertaken by the Sub-processor. If, within five (5) Working Days of receipt of such notice, the Controller notifies Relax in writing of any objections (on reasonable grounds) to the proposed appointment, Relax shall not appoint the proposed Sub-processor unless reasonable steps have been taken to address the objections raised by the Controller and are approved by the Controller (approval not being unreasonably withheld).
- 6.4 With respect to each Sub-processor, Relax shall:
- 6.4.1 Before the Sub-processor first Processes Controller Personal Data, carry out adequate due diligence to ensure that the Sub-processor is capable of providing the level of protection for the Controller Personal Data required by this DPA;
 - 6.4.2 Ensure that the arrangement between Relax and the Sub-processor is governed by a written contract including terms which offer no less onerous level of protection for the Controller Personal Data as one set out in this DPA; and
 - 6.4.3 If that arrangement involves a Restricted Transfer, ensure that the Standard Contractual Clauses are at all relevant times incorporated into the agreement between Relax and the Sub-processor.
- 6.5 Relax shall ensure that each Sub-processor performs the obligations under sections 3.1, 4, 5, 7.1, 8.2, 9 and 12.1, as they apply to the Processing of Controller Personal Data carried out by that Sub-processor, as if it were a party to this DPA in place of Relax.

7. Data subject rights

- 7.1 Relax shall provide the Controller with reasonable co-operation and assistance in complying with any Data Subject Request received by the Controller or Relax relating to Controller Personal Data and in particular shall:
- 7.1.1 Notify the Controller within five Working Days if it receives a Request from a Data Subject of any Controller Personal Data;
 - 7.1.2 Where the Controller is not able to access such requested Controller Personal Data itself without Relax's support, on request from the Controller, supply the Controller with the Controller Personal Data which is sought under the request within 5 Working Days of the Data Subject making the Request;

7.1.3 Not disclose or release any Controller Personal Data in response to a Data Subject access Request served on Relax by any Data Subject or third party, without first consulting with and obtaining the prior written consent of the Controller;

7.1.4 To the extent that the Controller is unable to correct, amend, block or delete Controller Personal Data in response to a Request from a Data Subject in accordance with Data Protection Laws without Relax's assistance, Relax shall comply with any reasonable Request by the Controller to facilitate such actions.

8. Personal data breach

8.1 Relax shall notify the Controller immediately (and in any event within 48 hours) if it becomes aware of any unauthorised or unlawful Processing of, loss of, damage to or destruction or corruption of Controller Personal Data ("**Personal Data Breach**"), providing the Controller with sufficient information to allow the Controller to meet any obligations to report to competent authorities or inform Data Subjects.

8.2 Relax shall cooperate with the Controller and take such reasonable steps as are directed by the Controller to assist in the investigation, mitigation and remediation of each Personal Data Breach.

9. Data protection impact assessment and prior consultation

9.1 Relax shall provide reasonable assistance to the Controller with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities.

10. Supervisory Authority measures or investigations

10.1 Both Parties shall cooperate and assist the other Party in the event of any measures or investigations taken by the Supervisory Authority related to any activities conducted under this DPA, including promptly notifying the other Party of the threat and commencement of such measures. The Parties shall take all reasonable measures necessary to limit the potential damage incurred to either of the Parties due to such event.

11. Deletion of Controller Personal Data

11.1 Relax shall promptly and in any event within 10 Working Days of the date of cessation of any Services involving the Processing of Controller Personal Data ("**Cessation Date**"), delete and procure the deletion of all copies of the Controller Personal Data. Deletion means permanently removing of all copies of the Controller Personal Data from Relax's and/or Relax's Sub-processors' systems.

11.2 Notwithstanding what is stated above in clause 11.1, Relax shall be entitled to retain Controller Personal Data to the extent required by regulatory requirements and only to the

extent and for such period as required by regulatory requirements and always provided that Relax shall ensure the confidentiality of all such Controller Personal Data.

- 11.3 Relax shall provide written certification to the Controller that it has fully complied with the clause 11.1 within 15 Working Days of the Cessation Date.

12. Audit Rights

- 12.1 Relax shall make available to the Controller on request in a timely manner such information as is reasonably required by the Controller to demonstrate Relax's compliance with its obligations under Data Protection Laws and this DPA.

- 12.2 Relax shall permit and contribute to audits conducted by the Controller or another auditor mandated by the Controller for the purpose of demonstrating Relax's compliance with its obligations under Data Protection Laws and this DPA. This shall be subject to the Controller giving Relax reasonable prior notice of such audit and/or inspection and ensuring that any auditor is subject to binding obligations of confidentiality and that such audit or inspection is undertaken so as to cause minimal disruption to Relax's business and in the narrowest applicable extent. Relax or a Sub-processor need not give access to its premises for the purposes of such an audit or inspection:

- 12.1.1 to any individual unless he or she produces reasonable evidence of identity and authority;
- 12.1.2 outside normal business hours at those premises, unless the audit or inspection needs to be conducted on an emergency basis and the Controller has given notice to Relax that this is the case before attendance outside those hours begins; or
- 12.1.3 for the purposes of more than one audit or inspection, in respect of Relax and each Sub-Processor, in any calendar year, except for any additional audits or inspections which:
 - 12.1.3.1 Controller undertaking an audit reasonably considers necessary because of genuine concerns as to Relax's compliance with this DPA; or
 - 12.1.3.2 Controller is required or requested to carry out by Data Protection Laws, a Supervisory Authority or any similar regulatory authority responsible for the enforcement of Data Protection Laws in any country or territory, where the Controller has identified its concerns or the relevant requirement or request in its notice to Relax of the audit or inspection.

13. Indemnity

- 13.1 Relax shall indemnify the Controller for any breach of this DPA and Data Protection Laws in relation to the Processing of Controller Personal Data, which renders the Controller liable for any costs, fines, claims or expenses howsoever arising. The liability of Relax under this section 13 shall, taking into consideration the restricted extent of the Controller Personal Data to processed, be capped to GBP 500,000.00. It is stated for clarity that no liability cap shall be applicable to any damage resulting from gross negligence or wilful misconduct.

14. Restricted transfers

- 14.1 Relax shall not transfer any Controller Personal Data outside the EEA (which, for the purposes of this DPA shall be considered to include the Isle of Man) without the prior approval of the Controller.
- 14.2 The Controller and Relax shall undertake to enter into the Standard Contractual Clauses in respect of any Restricted Transfer.
- 14.3 Relax warrants and represents that, before the commencement of any Restricted Transfer to a Sub-processor, Relax and the Sub-processor have entered into and executed the respective Standard Contractual Clauses.

15. Term

- 15.1 This DPA shall commence on the date on which it has been signed by both Parties ("**DPA Effective Date**") and shall continue in full force and effect until the termination or expiration of the Main Agreement. Following the DPA Effective Date, the provisions of this DPA shall apply to any Processing of Personal Data received prior to execution of the DPA during any transitional or migration phase.

16. Order of Precedence

- 16.1 Nothing in this DPA reduces Relax's obligations under the Main Agreement in relation to the protection of Personal Data or permits Relax to Process (or permit the Processing of) Personal Data in a manner which is prohibited by the Main Agreement.
- 16.2 Subject to section 16.1, with regard to the subject matter of this DPA, in the event of inconsistencies between the provisions of this DPA and any other agreements between the Parties, including the Main Agreement, the provisions of this DPA shall prevail subject to clause 16.3 below.
- 16.3 Where the parties have entered into the Standard Contractual Clauses under clause 14, in the event of any inconsistencies between the Standard Contractual Clauses and any other agreements between the Parties, including this DPA and the Main Agreement, the Standard Contractual Clauses shall prevail. This DPA is entered into and becomes a binding part of the Main Agreement with effect from DPA effective date.

17. Changes to data protection laws

- 17.1 Relax may by at least 30 (thirty) calendar days' written notice to the Controller from time to time propose variations to this DPA, which Relax reasonably considers to be necessary to address the requirements of any Data Protection Laws.

18. Respective data protection compliance

- 18.1 Both Parties are liable for their respective compliance with their own obligations of as set forth in this DPA, the Applied GDPR and the consequences of the breaches thereof.

19. Governing law and dispute resolution

- 19.1 The Parties to this DPA hereby submit to the choice of jurisdiction and governing law stipulated in the Main Agreement with respect to any disputes or claims arising under this DPA.

This DPA has been executed duplicate on the date first set forth above.

Relax Gaming International Limited

DocuSigned by:

.....8A1D2AF4F043478.....
by
Feb 5, 2020

Disrupt Entertainment N.V.

DocuSigned by:

.....76FDEG6C29EA433.....
by
Feb 26, 2020

Relax Gaming International Limited

DocuSigned by:

.....7FBBED77B0634F9.....
by
Feb 10, 2020

ANNEX 1:**Details of processing of Controller Personal Data**

This Annex 1 includes certain details of the Processing of Controller Personal Data as required by Article 28(3) Applied GDPR.

1. Subject matter and duration of the Processing of Controller Personal Data

The subject matter and duration of the Processing of the Controller Personal Data are set out in the Main Agreement and this DPA.

2. The nature and purpose of the Processing of Controller Personal Data

Provision of gaming platform services for operators and distributors to online gambling operators/distributors.

3. The types of Controller Personal Data to be Processed

Category of Data	Data Subjects	Location of the processing	Retention period for personal data
Customer id, player unique customer id at operator, usually numerical	Player	Malta, Gibraltar, Guernsey, France, Estonia and Germany	6 Years
Username, player username at operator	Player	Malta, Gibraltar, Guernsey, France, Estonia and Germany	6 Years
Brand, player brand identified at operator	Player	Malta, Gibraltar, Guernsey, France, Estonia and Germany	6 Years
Country code, player ISO 3166-1 country code at operator	Player	Malta, Gibraltar, Guernsey, France, Estonia and Germany	6 Years
Jurisdiction, player jurisdiction at operator	Player	Malta, Gibraltar, Guernsey, France, Estonia and Germany	6 Years
Locale, player ISO/IEC 15897 locale/language at operator	Player	Malta, Gibraltar, Guernsey, France, Estonia and Germany	6 Years
Currency code, player currency code at operator	Player	Malta, Gibraltar, Guernsey, France, Estonia and Germany	6 Years
Balance, player last known balance at operator	Player	Malta, Gibraltar, Guernsey, France, Estonia and Germany	6 Years
Gender, player gender at operator	Player	Malta, Gibraltar, Guernsey, France, Estonia and Germany	6 Years

Birthdate, player birthdate at operator, YYYY-MM-DD	Player	Malta, Gibraltar, Guernsey, France, Estonia and Germany	6 Years
Cashier token, wallet cashier token from operator	Player	Malta, Gibraltar, Guernsey, France, Estonia and Germany	6 Years
Partner id, player partner id, assigned by platform	Player	Malta, Gibraltar, Guernsey, France, Estonia and Germany	6 Years
Last login IP, player IP address for last login, obtained by platform	Player	Malta, Gibraltar, Guernsey, France, Estonia and Germany	6 Years
Last login country, player country code for last login, obtained by platform based on last login IP	Player	Malta, Gibraltar, Guernsey, France, Estonia and Germany	6 Years
Last login, timestamp of player last login	Player	Malta, Gibraltar, Guernsey, France, Estonia and Germany	6 Years
Create time, timestamp of player creation (player first login)	Player	Malta, Gibraltar, Guernsey, France, Estonia and Germany	6 Years

4. The categories of Data Subject to whom the Controller Personal Data relates:

- (i) Players as defined in the Main Agreement

5. The obligations and rights of Controller

The obligations and rights of Controller are set out in the Main Agreement and this DPA.

6. Contact points for data protection enquiries

6.1 Relax Gaming International Limited, Clinch's House, Lord Street, Douglas, Isle of Man, IM99 1RZ
privacy@relax-gaming.com

6.2 Controller: Disrupt Entertainment N.V., Kaya Richard J. Beaujon Z/N. Curacao

ANNEX 2

Sub-processors already contracted on the DPA Effective Date

NAME OF SUB-PROCESSOR	REGISTERED BUSINESS ADDRESS	ACTUAL LOCATION OF THE PROCESSING
Amazon Web Services Inc.	410 Terry Avenue North Seattle, WA 98109-5210, United States	Frankfurt, Region EU-Central-1. Germany.
Continent 8 Technologies PLC	Continent 8 House, Pulrose Road, Douglas, Isle of Man IM2 1AL	Admiralty Tunnel, 77 Queensway. Gibraltar, GX11 1AA
BMIT Ltd.	10, Triq ic-Cawsli, Qormi QRM 3906, Malta	Building SCM02, Level 2. Smart City. SCM 1001 Ricasoli. Malta
C5 IT Services Ltd.	Touring House, Gibauderie, St. Peter Port, Guernsey, GY1 1XN	Braye Road Industrial Estate. La Route De Braye. St Sampson, Guernsey, GY1 3BW
Periscope Inc.	921 Washington Avenue South, Minneapolis, MN 55415, United States	United States
Citic Telecom CPC Estonia OÜ	Mustamäe tee 46 Tallinn, Harju maakond 10621, Estonia	Sõle 25, Tallinn, Harju maakond 10614, Estonia
Each P2P Supplier whose content is provided to the Controller via the Relax Platform upon the execution of the applicable term sheet	Available upon request	Available upon request