

LICENSE AGREEMENT

Today, **1st March 2021** (the "Effective Date"), this Agreement was executed by and between:

SIA IMK 365, a company incorporated in Republic of Latvia, with company number 40203196483, with registered address Ernesta Birznieka-Upisa street 20A - 25, Riga, LV-1050, represented by **Vasil Ganev, Director** (hereinafter referred to as "**Licensor**"), and

JMS Investment Group N.V., a company incorporated in Curaçao, with company number 139753, with registered address Kaya Richard J. Beaujon Z/N, Curaçao, represented by **Global Related Services B.V., Director** and Cem Sisman; Director (hereinafter referred to as "**Licensee**"),

Each individually referred to as a "Party" and jointly referred to as the "Parties".

WHEREAS,

- (i) Licensee is a company licensed and regulated by the laws of Curacao and has a non-exclusive right to operate under License No.1668/JAZ, granted by the Government of Curaçao to Curaçao eGaming.
- (ii) Licensor owns or has been licensed the Licensed Games;
- (iii) The Licensor and Licensee wish to exploit the Licensor's Licensed Games;
- (iv) The Parties have therefore agreed to enter into this Agreement, pursuant to which Licensor will provide the Licensed Games to the Licensee in order for the Licensee to operate them on the website www.casinonavy.com.

NOW THEREFORE, in consideration of the mutual covenants, representations and warranties set forth herein, the Parties hereby agree as follows:

ARTICLE 1

LICENSE

- 1.1. In this Agreement, unless the context requires otherwise, the words and expressions shall have the meaning set out in *Annex B, Definitions*.
- 1.2. The Licensor shall grant the Licensee as of the Effective Date of this Agreement a License and the right to use the Licensed Games for commercial purposes globally, excluding the jurisdictions, specified in *Annex C, Territorial Exclusions*, those territories where the local jurisdiction prohibits online gambling as well as territories with local regulation.
- 1.3. The License under article 1.2 is a personal License and may not be assigned to third parties and the right to subsequent grant of sub-license shall be excluded.
- 1.4. The License under this Agreement shall not be exclusive. The Licensor shall have the right to work with the Licensed Games at his own discretion and use them for commercial purposes, as well as to provide Licenses with the right to sub-license third parties.
- 1.5. The Licensee shall not have the right to modify the Licensed Games (their content, functionality, type, emotion and design or any other aspect thereof) in any way, unless otherwise agreed herein.
- 1.6. Licensee shall maintain on the home page of each Licensee Website (and in such other locations as required by Licensor from time to time), Licensor's corporate trademark ("Trademark") as well as the Licensor's logo or any other similar material or link as required by Licensor, all in accordance with guidelines provided by Licensor in writing to Licensee from time to time.
- 1.7. The number and the type of the Licensed Games that will be made available to the Licensee will depend on the local regulation and the respective licensing and/or certification.
- 1.8. The Licensee shall be subject to ongoing compliance monitoring by the Licensor in order to ensure compliance with applicable law and validity of all necessary licenses and/or permits.

ARTICLE 2	DELIVERY
2.1. The access to the Licensed Games shall be provided by the Licensor within 30 (thirty) days after successful completion of the integration process described in article 2.2. and after the validity of all necessary licenses have been approved. The access to the Licensed Games shall be established electronically from the Licensor's platform server managed by or on behalf of the Licensor in XML format (managing data exchange format) to make the connection between the respective servers. The Licensor shall deliver to the Licensee all data needed by the Licensee in order to make sure the Licensed Games function correctly and check the transactions made. 2.2. The process of integration shall start within 1 (one) month from the date of execution of this Agreement and should be completed within 2 (two) months from the start of the integration process. After the integration process is completed the Licensor shall make the games available to the latter within 30 (thirty) days upon the Licensee's request. 2.3. The initial selection of Licensed Games provided to the Licensee shall have the functionality, type and design (unless otherwise provided for herein), as those games made available to the End Users of the Licensor. The Licensor shall provide upgrades and improvements of the Licensed Games at his own discretion. 2.4. The Licensed Games are provided on an "AS IS" basis, without any warranty of any kind including without limitation, any implied warranty of merchantability or fitness for a particular purpose. The Licensor shall not be financially liable to the Licensee and the End users for any technical flaws or malfunctions in any of the Licensed Games. 2.5. The Licensor shall ensure: (1) interface development, which sends the necessary data pursuant to article 2.1 to the Licensor and the possibility to check the data with the Licensor; (2) update and upgrade installation to the Licensed Games; (3) new games installation and integration; however, the Licensor does not undertake in any way to create new games, and (4) removal of technical faults in the system, flaws and discrepancies. All these services shall be provided as described in <i>Annex D</i> hereto. 2.6. The Licensor shall have the right to delete any or all of the Licensed Games upon prior written notice to the Licensee of at least 14 (fourteen) days. 2.7. The Licensor reserves the right to exclude from the financial provisions in Annex A any new games other than the Licensed Games, i.e. developed after the execution of this Agreement, in case these games have a different functionality, type, emotion and/or design compared to the Licensed Games under this Agreement, and the Licensor shall owe compensation for these new games to third parties (for instance Branded games that require additional licencing fees), unless the Licensor and the Licensee agree that the same financial conditions shall be applied to the prospective game developments. 2.8. The Licensee shall, without undue delay after any of the following circumstances becomes apparent, inform the Licensor of any material change in the circumstances which could have a material impact on the continuation relationship between the parties such as: change of its representations bodies and form of representation; change of its control and/or corporate structure (e.g. through a stock purchase or sale, merger, or other form of corporate transaction); opening of termination, liquidation or insolvency proceeding or any other proceedings leading to its financial restructuring.	
ARTICLE 3	USE OF THE LICENSED GAMES
3.1. The Licensee shall integrate and operate the full package of Licensed Games, to the extent permitted by law, for the duration of this Agreement. In case none of the Licensed Games has been used commercially by the Licensee for more than four successive months, the Licensor shall be entitled to terminate immediately this Agreement. For greater certainty, in case the Licensor terminates the Agreement on the grounds provided for herein, none of the parties shall have the right to lay any claims to the other, including but not limited to, loss of profits and any other claims, occurring by not using the Licensed Games or the termination of the Agreement. 3.2. The Licensor undertakes to exert all reasonable commercial efforts in order to ensure access to the Licensed Games twenty-four (24) hours a day, seven (7) days a week, with the following exceptions:	

- a) outage due to system maintenance, including but not limited to, troubleshooting, updating and reconfiguration of the operations, as for performing such maintenance the Licensor shall notify the Licensee at least 72 hours in advance;
- b) accidental outage due to reasons, which cannot be imputed to the Licensor, including but not limited to, software faults, hardware failures, as well as sudden shutdown due to problems in the Licensor's network or the Internet or any force-majeure circumstances such as, but not limited to, acts of God, governmental actions, blockage, etc.
- c) the Licensor shall exert all reasonable efforts to perform the planned maintenance of his platform between 11 pm and 10 am GET, Monday to Sunday.

3.3. The Licensee shall ensure that: www.casinonavy.com

- a) All the games, except the roulette(s), feature the bonus game Jackpot Cards.
- b) The bonus game Jackpot Cards is be presented by a banner representing the current state and values of the game, on the website www.casinonavy.com.
- c) The video slot games that are available for mobile shall be placed on the mobile version of the website www.casinonavy.com.

ARTICLE 4	WARRANTIES
------------------	-------------------

4.1. The Licensor warrants that the Licensed Games do not infringe the right to intellectual property of third parties. In case any third party claims such infringement from the Licensee, the latter shall inform the Licensor immediately. The Licensee shall assign all remedies to the Licensor, thus not admitting the infringement of the third party. In such cases the Licensor shall take the whole liability and the defence of his rights, and has the right to modify the Licensed Games in a way he may find appropriate and adequate, in order to deal with the alleged infringement or withdraw the Licensed Game(s) without engaging the liability of the Licensee.

4.2. Each Party warrants and undertakes to the other that it has the full power and authority to enter into this Agreement.

ARTICLE 5	FINANCIAL CONDITIONS
------------------	-----------------------------

5. The Financial Conditions are set out in *Annex A, Financial Conditions* hereto.

ARTICLE 6	RIGHT TO INTELLECTUAL PROPERTY, CONFIDENTIALITY
------------------	--

6.1. Between the parties it is undisputed that the rights to intellectual property over the Licensed Games, including the software, shall remain the exclusive and sole property of the Licensor. For greater certainty the parties confirm that the trademarks of the Licensee used for the Licensed Games shall remain the property of the Licensee.

6.2. In case either party becomes aware of a (potential) infringement of the Licensor's rights to intellectual property, the respective party undertakes to notify the other immediately of that. The Licensor has the exclusive right to take action against such infringements. Should the Licensor seeks indemnity for damages incurred through the court, the Licensee has the right to take part in the proceedings at his expense and claim damages in his right, to the extent that the effective civil law provisions provide for this. The Licensee undertakes not to take any actions that may affect the position of the Licensor in similar claims proceedings, and besides to ensure full support to the Licensor in the initiated proceedings at his expense. The Licensor has no obligation to oppose such encroachment. The costs incurred for the actions in defence of the infringed right shall be entirely at the expense of the Licensor without any involvement of the Licensee.

6.3. The Licensee undertakes to market the Licensed Games under the trademark EGT or any other trademark of the Licensor. The Licensee has the right to promote the sales of the Licensed Games and their market placement by using his own trademarks.

6.4. The Licensor and the Licensee shall be entitled to denote on their websites that they are partners under a License agreement. Each party undertakes not to use the name of the other in advertisements, promotion materials, brochures, commercial, support materials or marketing instruments without the prior written consent of the other party.

6.5. The parties have no right to disclose Confidential Information, provided by the other, except in the cases when this is explicitly permitted by virtue of this Agreement or the explicit written consent of the

concerned party. Each party undertakes to protect the Confidential Information of the other with the same degree of care as it does in protecting its own Confidential Information of similar character, or at least with reasonable care. The parties shall not disclose the Confidential Information of the other party to third parties – natural or legal persons, other than the officials, employees, consultants or lawyers of the receiving party with a need to access to such information in order to implement this Agreement. Any natural or legal person who is to receive Confidential Information according to this article should sign a confidentiality agreement under terms not less restricting than those provided for in article 6.5. Each party shall immediately notify the other of any case of unauthorized use of Confidential Information or disclosure of Confidential Information and shall assist the other Party in the investigation of such cases.

ARTICLE 7

TERM AND TERMINATION

- 7.1. This Agreement is signed for a period of 1 (one) year after the date of the signature of this agreement. The Agreement may be terminated early during its duration on some of the grounds provided for herein.
- 7.1.1. The Agreement shall be automatically renewed at the end of the initially agreed period for consecutive periods of one year unless the Licensor and/or the Licensee decide to terminate it with notice provided at least 30 days before the expiry of each of the one-year periods.
- 7.2. The Licensor shall be entitled to terminate this Agreement with immediate effect in case the Licensee fails to be granted a license for online gambling or the latter has been revoked during the validity of this Agreement.
- 7.3. Either party may terminate this Agreement:
- 7.3.1. At any time, by giving 30 (thirty) days written notice;
- 7.3.2. With immediate effect in the event of material breach by the other party, who fails to rectify the breach within ten (10) days, with unilateral written notice by the non-breaching party.
- 7.3.3. In case the other Party fails to fulfil its obligations to provide information and documentation reasonably requested under the terms of 10.2. below.
- 7.3.4. The Licensor shall have the right to suspend the access of the Licensee to the Licensed Games at his sole discretion in case of material breach on behalf of the Licensee that puts the rights of the Licensor at risk should the access not be suspended or if the Licensee has delayed any payment under the hereby Agreement for more than 10 (ten) business days. The said suspension shall be temporary – until the rectification of the breach or the resolution of the matter in another way.
- 7.4. Either party shall have the right to terminate this Agreement at any time, in case the other is in liquidation or insolvency proceedings or any other proceedings leading to financial restructuring as well as to discontinuation of the business of the other party.
- 7.5. Either party shall have the right to suspend the performance or terminate this Agreement if an applicable law or an applicable government or court order prohibits such performance.
- 7.6. Upon non execution of the terms of integration, as described in 2.2., on the part of the Licensee, the Licensor shall be entitled to terminate this Agreement by giving 7 (seven) days written notice.
- 7.7. In case either Party refers to a Force Majeure event, and the force majeure circumstances last more than 1 (one) month, the other Party shall be entitled to terminate the Agreement. In such case, indemnities shall not be due.

ARTICLE 8

GOVERNMENTAL PROVISIONS

- 8.1. The Licensee shall be responsible for the use and operation of the Licensed Games and the compliance with the laws and regulations in all jurisdictions. The Licensee shall hold harmless and defend the Licensor from and against any claims or demands whatsoever, that the use and operation of the Licensed Games by the Licensee conflict with the laws and regulations of any jurisdiction. In no event shall Licensor be liable for any action or omission of Licensee and/or End Users. Licensee shall be solely responsible for the use of the Licensed Games to ensure that all are in accordance to the terms of this Agreement and the applicable law. Licensee shall maintain during the entire term of the Agreement, at its own expense, and shall be responsible to secure and maintain any and all permits, consents, licenses and authorizations which may be necessary for Licensee's activities. The Licensor shall not be liable for

any damages incurred as a result of government actions.

ARTICLE 9

LIMITATION OF LIABILITY

- 9.1. Unless otherwise agreed herein, the parties agree that neither of them, nor their members, interest holders, managers, officials, employees or representatives shall be liable to the other for any unusual, indirect, consequential damage, including loss of profits. The maximum overall liability of the parties and their affiliated third parties shall be reduced to the actual value of the losses or damages suffered or the amount of License fees owed by the Licensee to the Licensor for the previous twelve months, whichever is less.
- 9.2. Neither party will be in default of the terms of this Agreement if such action is due to a Force Majeure event provided that such Party provides prompt written notice to the other Party of such Force Majeure event and resumes the performance of the Agreement as soon as possible.
- 9.3. Save for the warranties and obligations as set out in this Agreement, the Licensor shall in no event be liable for non-provision of any services under this Agreement owing to any circumstances beyond its control – in cases of Force Majeure events.
- 9.4. The Licensee shall hold fully harmless, defend and indemnify the Licensor regarding the demands and claims of third parties arising from playing the Licensed Games or the carrying out of the business activity of the Licensee, except for the cases provided for in article 4.1.

ARTICLE 10

ANTI-MONEY LAUNDERING

- 10.1. The Licensee acknowledges and agrees that at all times it will be responsible to abide by those anti-money laundering and combating the financing of terrorism requirements to which it is subject, including, but not limited to, the Directive (EU) 2018/843 of the European Parliament and of the Council of 30 May 2018 amending Directive (EU) 2015/849 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing, and amending Directives 2009/138/EC and 2013/36/EU, the FATF principles, the Licensee's national laws and regulations, as amended or substituted from time to time, and any related and applicable guidance documents issued by its competent authorities.
- 10.2. Each Party may, from time to time, at its own reasonable discretion and for compliance with its internal policies and applicable legislation, require the other Party to provide information and due diligence documents in connection with the applicable anti-money laundering legislation. The other Party shall cooperate and provide all required information within a reasonable time limit, but no later than three calendar months from such request.

ARTICLE 11

GENERAL PROVISIONS

- 11.1. This Agreement constitutes the entire agreement between the parties with respect to the Licensed Games. Any other arrangement, declaration or action shall be deemed invalid. This Agreement may be amended only in a written agreement that is duly executed by each of the parties.
- 11.2. The failure of any Party to take action or exercise any claim hereunder in the event of default shall not be construed as a waiver of such right or a similar one in the future.
- 11.3. This Agreement and its provisions should be governed by and construed in accordance with the laws of Republic of Latvia, without regards to the principles established with the existence of conflict-of-laws rules. Any dispute regarding the existence and enforceability of this Agreement or in relation to it or its breach, including disputes and dissention regarding its validity, interpretation, termination, execution or non-execution, shall be attempted to be settled by way of negotiations.
- 11.4. All disputes, differences or claims arising out of or in connection with the present Agreement, which concerns it or an infringement of it, termination or invalidity, shall be finally settled at the Riga International Arbitration Court (No 40003738859) in accordance with its Arbitration Rules. The language to be used in the proceedings shall be Latvian or English.
- 11.5. In the event that any provision of this Agreement is held to be invalid under any applicable law, this shall not affect the remainder of this Agreement. The parties should amend such provision with an applicable one, which is most similar to the initial one within the limits of applicable legislation.
- 11.6. The parties may not assign their rights hereunder to third parties without the prior written consent of the other party, except for the sale of all or substantially all of the assets of one of the Parties.

11.7. A notice given to a Party under or in connection with this Agreement shall be in writing and sent to the Party at the address given in this Agreement for that Party, or as otherwise notified in writing to each other Party. The following table sets out methods by which a notice may be sent and, if sent by that method, the corresponding deemed delivery date and time:

Delivery method

Delivery by hand:

International courier service:

Email:

Deemed delivery date and time

On signature of a delivery receipt;

The earlier of 9.00 am on the 3rd business day after posting, or at the time of delivery recorded by the delivery service.

Notices sent via email shall be deemed to have been received by the addressee within twenty-four (24) hours of transmission to the email address indicated below, in the absence of a failure delivery notice.

Any notice given by one Party to the other under or in connection with this Agreement shall be dispatched to the following address:

For the Licensor: Ernesta Birznieka-Upisa street 20A, Riga, LV-1050, Latvia; e-mail: office@imk365.com.

For the Licensee: Kaya Richard J. Beaujon Z/N, Curaçao; e-mail: finance@jmsinvestmentgroup.com.

ARTICLE 12

ANNEXES

12.1. There are five annexed documents to this agreement that constitute an integral part thereof.
12.2. List of the annexed documents:

- Annex A – Financial Conditions
- Annex B – Definitions
- Annex C – Territorial Exclusions
- Annex D – SLA
- Annex E – Data Protection

Signed for and on behalf of
SIA IMK 365
By Vasil Ganev



Director

Signed for and on behalf of
JMS Investment Group N.V.
By Global Related Services B.V. / Gouloud Hammoud



Director

Signed for and on behalf of
JMS Investment Group N.V.
By Cem Sisman



Director

ANNEX A**FINANCIAL CONDITIONS**

1. The Licensee shall pay the Licensor a **License Fee** for each month of the duration of this Agreement as described below as of signing this Agreement.
- 1.2. **Monthly License Fee** payable for the entire duration of this Agreement, based on the following criteria:

Monthly Revenue* (*defined in 3. below)	Gross in Gaming Euro	IMK 365 total share
0 – 250 000.00		15%
250 001.00 – 500 000.00		14%
500 001.00 – 1 000 000.00		13%
1 000 001.00 and above		12%

In order to avoid any doubt, the License Fee of the Licensor shall be calculated on the basis of the total monthly Gross Gaming Revenue from the provided games to the Licensee. For example, the monthly Gross Gaming Revenue from all games, provided to the Licensee, is **EUR 500 000.00** (a license rate of **14%** is applied) forming the license fee for the Licensor at the amount of **EUR 70 000.00** (excluding VAT) payable to the Licensor.

2. Regardless of the amount of the Gross Gaming Revenue, the Licensee shall owe a **Minimum Monthly License Fee** of **EUR 5 000.00** (five thousand euro), excluding VAT, from the day of signing this Agreement.
3. The Gross Gaming Revenue shall mean the following for each calendar month:
The total amount of all Bets placed by the End users of the Licensee minus all Winnings on all Licensed Games. In order to define the term "Gross Gaming Revenue", the words and expressions set forth below shall have the following meaning:
 - **Bets** – shall mean the total amounts placed in all Licensed Games by the End users;
 - **Winnings** – shall mean the total amounts of winnings paid to End users from all Licensed Games.
4. The payment of the fee for the previous month shall be due and should be made within two weeks from the receipt of an invoice. Payment shall be executed via bank transfer to the bank account provided in 4.1. After recording the reported data, Licensor shall draw up a statement, on the basis of which, not later than the fourteenth day of each month, the Licensor shall issue and send an invoice to the Licensee for the previous month. The invoice shall be sent to the following email address finance@jmsinvestmentgroup.com.
- 4.1. Licensor's Bank account:
Bank: **VIA PAYMENTS UAB**
IBAN: **LT163570020000011813**
BIC: **VIPULT25**
5. Unless otherwise agreed between the Licensor and the Licensee, all sums subject to calculation and payment under this Agreement, shall be paid in euros (EUR). When the bets are placed or the winnings are paid in other currencies, the exchange date in EUR should be the last day of the calendar month, for which the fee is calculated. The exchange shall be made using the currency converter <http://www.xe.com/>.
6. All payments under the hereby Agreement shall be made by Licensee to Licensor in full, without any deductions, regardless of their origin. If any of the payments due by the Licensee is or may be subject to any tax, levy, charge, including, without limitation, any taxes on profits, turnover or income, or any similar obligation ("Taxes"), whether of national or regional nature, or are imposed by means of deductions or declarations or are imposed or may be imposed by Licensee's governing jurisdiction or any other applicable jurisdiction other than Curaçao, Licensee shall pay all such Taxes at its own expense, so that Licensor receives the payment under this agreement at their full contractual amount.

7. The Licensee shall be responsible for collecting the bets due by the users, and the payment of the winnings.
8. Irrespective of any other form of compensation, which the Licensor may claim by virtue of this Agreement, each delayed sum shall accumulate an interest of 0,05 per cent per day from the date of arising of the obligation. Late payments of obligations shall be allocated first for payment of the interest and second for payment of the principal.

ANNEX B**DEFINITIONS**

- a) "Agreement" shall mean this License Agreement and the Annexes hereto, amended in accordance with its terms and conditions;
- b) "Confidential Information" shall mean the whole information, which the disclosing party marks as confidential or which shall be considered confidential in its character or through force of circumstances related to its disclosure, including but not limited to, the whole commercial, financial, factual (forms and documents), sales trade records, marketing, intellectual property, administrative personnel, technological information for the clients of each party, as well as any information relevant to this Agreement, except for the following cases:
 - 1. if it has become known to the receiving party before being received by the other party, which is confirmed by an indisputable and reliable source.
 - 2. if it has been disclosed in good faith to the receiving party by a third party, which has the right to make such disclosure;
 - 3. if it has been publicly disclosed by the original source or has been created as part of the public domain in another way save as a result of default of the receiving party;
 - 4. if it has to be disclosed by the law or a valid order y any governmental authority or competent security authorities, provided that the receiving party gives a sound reason for such disclosure and take every reasonable steps to preserve the confidentiality of the information; or
 - 5. if it may be confirmed through indisputable and reliable evidence that it has been developed independently by the receiving party.
- c) "Go-live Date" shall mean the date of first offer of the Licensed Games on a live environment on any of the Websites;
- d) "Intellectual Property Rights" shall mean intellectual property and related rights of any kind, throughout the world, including know-how, technical expertise, confidential information, patents, inventions, trademarks, copyrights, trade secrets and industrial design of each work in perpetuity;
- e) "Licensed Games" shall mean the Multigame product (MGS – Multigame Server), allowing for online gaming and betting through the Internet or other electronic media, which includes the aggregated games configured for the Licensee. The term shall not refer to games: (i) which are custom-made or sold to a third party with the right to exclusive use, or (ii) games, which have initially been offered to the Licensee and have not been used within six months from the date of offering and subsequently have been licensed and sold to the Licensee to a third party with the right to exclusive use (and without being used by the Licensee or other licensees),
- f) "Party" or "Parties" shall a party to Agreement;
- g) "End Users" shall mean any person who uses the Licensed Games and related services after the Go-live Date through a registered account with the Licensee.
- h) "Calendar Month" shall mean the period between 0:00 UTC on the first day of the month and 00:00 UTC on the first day of the following month.
- i) "Website/s" shall mean the online casino websites included under Preamble (iv). Each Website shall be subject to ongoing compliance monitoring by the Licensor in order to ensure compliance with applicable law and validity of all necessary licenses and/or permits. Licensor may refuse or withdraw consent to operate the Licensed Games on a particular Website at its own reasonable discretion;
- j) "Force Majeure event" is an event such as natural disaster, acts of governments, wars, riots or strikes, cyber-attacks, economic issues, collapse in the market, problems in the global Internet and in the service provision beyond the control of the Party, any problems due to the Party's and/or End User's equipment, as well as in case of unauthorised access or intervention by third parties in the operation of the Party's information system or servers.

ANNEX C**TERRITORIAL EXCLUSIONS**

The United States of America and its territories and possessions, including the U.S. Virgin Islands, the U.S. Minor Outlying Islands, Guam, Puerto Rico, Mariana Islands, American Samoa, Georgia, and the United Kingdom.

The Licensor reserves the right to amend this list at any time.

The Licensor wish to make it explicit that our operator partners are duly obligated to comply with the gaming laws of territories worldwide, bearing the jurisdictional risk of doing so.

The Licensor accepts no responsibility for the deployment of the Licensed Games in any given territory.

SLA**Definitions**

- "Working hours" shall mean the hours from 8:30 am to 05:30 pm Central European Time (CET)
- "Working days" shall mean a day, except for Saturdays and Sundays, which is determined as a "working day" by the legislation of the Republic of Bulgaria.
- "Failure 1st degree (high)" is an event that cease the use of the Licensed Games as a whole or the performance of some functions, necessary for the majority of the End Users.
- "Fault 2nd degree (medium)" includes faults affecting large parts of the Licensed Games, without serious threat for their functioning.
- "Fault 3rd degree (low)" includes faults affecting the Licensed Games but with minimum effect on the End Users.

Support• **E-mail**

support@egt-interactive.com - for all questions, 24 hours, 7 days in a week. Answers to the questions shall be sent from 8:30 am to 05:30 pm Central European Time (CET).

• **Phone**

+359 2 875 30 29 (mobile) for all questions of critical importance.

• **Skype**

support.egt.online for any questions 24 hours, 7 days in a week.

Correspondence language

The language used for the maintenance is English.

Maintenance

The table below describes the different time categories of the faults.

Time category	Description
A	On working days during working hours from 08:30 am to 05:30 pm (CET)
B	On working days from 05.30 pm to 8.30 am and on nonworking days from 08:30 am to 5:30 pm (CET).
C	On nonworking days from 5:30 pm to 08:30 am (CET).

The table below indicates the time of acknowledgement of certain actions.

Fault	Acknowledgement of reported faults		
	Time category		
	A	B	C
1st degree	30 minutes	45 minutes	1 hour
2nd degree	45 minutes	1 hour	4 hours
3rd degree	1 hour	4 hours	8 hours

The table below indicates the time for which the specific actions should be performed.

Fault	Start of Fault removal		
	Time category		
	A	B	C
1st degree	15 minutes	50 minutes	1.30 hour
2nd degree	2 hours	4 hours	10 hours
3rd degree	24 hours		

Scheduled maintenance

All clients shall receive a message before the scheduled suspension of network access. The message shall also inform the client about the approximate duration of this suspension.

The scheduled monthly maintenance of software and Licensed Games is maximum 4 hours, i.e. maximum 48 hours per year, during which neither the Licensee, nor the end user shall have access to the software or the Licensed Games.

The longest possible period of full availability has been calculated as follows: 365 days x 24 hours = 8,760 hours per calendar year. After reducing this one with the periods of non-availability and finalization of the installation/starting period, and according to the next paragraph, the Licensor shall pay reasonable efforts to ensure 99.45% availability of the Licensed Games for each 12-month period.

During the installation/starting period, the availability shall be about 98.9%. This initial smaller availability is due, as our previous experience suggest, to the shorter intervals of update and renewal of the work of the whole system configuration.

Services

- Game strategy. The Licensor shall develop and host the whole strategy of the game.
- Graphical presentation of the games. The Licensor shall ensure all graphical objects for the games in a packet of marketing materials.
- CDN. All permanent objects of the game shall be sent to the players via CDN.
- Back office. Casino management and reporting.
- DNS. The Licensor shall provide DNS connection services.
- Support. The Licensor shall provide different contacts for the maintenance, as described herein.
- Game control. Activating and deactivating of games upon the Licensee's request.



I. SUBJECT, OBJECTIVE AND LEGAL GROUNDS OF THE DATA PROCESSING UNDER THE HEREBY AGREEMENT

- 1.1. The Licensee (acting in its capacity of a Controller) submits to the Licensors (acting in its capacity of a Processor) the following categories of personal data:
 - a) General personal data: static IP addresses;
 - b) Sensitive data: not applicable.
- 1.2. The data subject to Article 1.1. shall be processed for the following categories of data subjects – End Users using the Game content provided.
- 1.3. The data is only provided for the performing of the services described in the License Agreement, and namely: Provision from the Licensors to the Licensee, the Licensors' entire portfolio of online games and products, providing technical support, facilitating the efficient and effective communication between the Parties, ensuring observance of all legal duties which either of the Parties is subject to.
- 1.4. The Licensors shall not process personal data for purposes different from the ones set out the hereby Agreement and its Annexes.

II. DUTIES OF THE DATA PROCESSOR

- 2.1. The Licensors, in its capacity of a Data processor to the present agreement is obliged to:
 - 1) adhere to the applicable data protection legislation at any time during the processing of data;
 - 2) process the data provided only for the purpose of rendering the assigned service, and in accordance with subsequent written arrangements negotiated between the Parties and in the course of data processing, act based on the documented written instructions of the other Licensee, which shall also include orders for the suspension of the further processing of data;
 - 3) transfer the personal data provided to third parties in accordance to the agreed in the present Agreement;
 - 4) not process personal data for his own aims or to include personal data of any product or service, offered to third parties;
 - 5) assist the Licensee in its fulfilment of obligations resulting from the personal protection legislation, and shall fully support and promptly submit any information needed, to the Licensee, so he could answer any third-party requests (for example, data subjects or supervisory authorities) for the exercising of their rights, according to personal data security legislation;
 - 6) Promptly forward to the Licensee third party requests, which are made directly to the Licensors, in relation to the personal data of the Licensee;
 - 7) The access to the personal data shall be limited to the natural persons, who shall have access to the data in relation to the work they perform, in accordance with the License Agreement.
- 2.2. The Licensors shall keep registries for all categories of activities in relation to the processing made on behalf of the Licensee.
- 2.3. The Licensors to the present Agreement, acting in its capacity of a Processor of personal data provided by the Licensee, has the right to refuse the performance of certain instructions given by the Licensee, as long as these instructions do not correspond to the type of personal data processed and are not applicable, require obviously excessive measures, not corresponding to the activities of processing, and also, such which are in breach of the GDPR or the local legislation.

III. RIGHTS OF THE DATA SUBJECTS

3.1. By filing an access request, the data subjects shall have the right to receive certain information on the processing of their personal data. They could also ask for their personal data to be corrected, deleted, restricted or blocked. Furthermore, according to GDPR, the data subjects shall be entitled to data transfer and objection, and shall have the rights associated with automated decision making, including profiling.

3.2. The Licensee shall be responsible for the exercising of the rights of the data subjects. The Licensors could respond to the respective requests of data subjects only after a prior written consent given by the Licensee.

3.3. In case a data subject makes a request directly to the Licensors, in relation to the exercise of his rights, the Licensors shall immediately forward this to the Licensee.

3.4. The Licensors shall notify in due time the Licensee upon the receipt of a request, message, application, claim or complaint submitted by:

1. any state, regulatory, and supervisory authority, including the Personal Data Protection Commission or another supervisor;
2. any court or another state body;
3. any data subject.

3.5. The Parties agree that upon the receipt of a request for the exercising of rights, they shall cooperate with each other and shall provide (within 10 days) the required support, enabling them to respond to this request and address any other inquiries or complaints filed by the data subjects.

IV. SUBSEQUENT PROCESSING OF PERSONAL DATA. SUB-CONTRACTORS.

4.1. The Licensors has the right to use the services of other data processors.

4.2. For the data subject to the present Agreement the Licensors shall have the right to use other processors as subcontractors.

4.3. The Licensors guarantees that the above-mentioned processor undertakes the same obligation for protection of personal data, as stipulated in the present Agreement.

4.4. The Licensors is obliged to execute a written agreement for the protection of personal data of the Licensee with each subcontractor, which includes the conditions, which provide at least the same level of protection of personal data of the Licensee and the requirements of Art. 28 (3) of the GDPR.

4.5. The data processor could continue to use the subcontractor, which process the personal data of the Licensee upon the date of execution of the present Agreement, only if the respective subcontractor has performed its obligations in accordance with the applicable legislation.

V. TECHNICAL AND ORGANIZATIONAL REQUIREMENTS

5.1. Each Party shall undertake appropriate technical and organizational measures to guarantee the security of the processed data and to protect it against accidental and illegal destruction, unintentional loss or unauthorized access.

Each Party shall follow the Minimum-Security Requirements, which include the following:

In terms of employees	1. Employees shall be bound by confidentiality clauses; 2. There shall be defined access levels and responsible persons, and access to personal data shall be restricted only to the information needed by the respective employee to perform on his/her office duties; 3. Employees involved in the processing of personal data shall attend regular training sessions on security policies and instructions, applicable data protection legislation, etc.
In terms of physical security	1. The premises used should be protected by appropriate physical security measures, including measures against fires, floods, burglary, etc. Furthermore, in order to control access to the premises, there shall be introduced procedures and equipment in the form of alarm systems, locks, etc. 2. Implementation of policies regulating the type of information, archiving procedures and contingency plans authorized for access by designated employees.
In terms of IT security	1. Use of encryption and pseudonymization (if possible) and provision of regular backup copies. 2. Setting up a safe IT environment, including required routine safety procedures aimed at avoiding virus attacks or other threats that could be harmful to the IT environment. 3. Documenting the various types of processing; 4. It shall be guaranteed that each staff member shall use suitable safety passwords to access systems or data bases, containing the personal data submitted.

5.2. In order to secure the performance of the aforementioned measures, each Party shall introduce relevant procedures and policies.

VI. RETENTION AND DELETION OF DATA

6.1. The recipient of personal data shall not keep or process the data provided for a period longer than the one needed for the achievement of the goals referred to in Art. 2 hereinabove.

6.2. Notwithstanding Art. 6.1, the Parties shall proceed with the retention of shared personal data in observance with all legal and professional storage periods applicable to this data.

6.3. Under the following circumstances, all personal data that has been shared shall be returned by its recipient to the person who has disclosed it:

- a/ upon termination of the present Agreement or the License Agreement, regardless of the reason;
- b/ as soon as the processing of personal data is no longer required for the purposes for which it has been initially shared, as stipulated in Art. 1 hereinabove;
- c/ the preceding paragraphs shall not apply in the event of the receiving Party having justifiable legal grounds to continue the processing of shared data.

6.4. Should it be impossible for the data to be returned in the way described in Art. 6.3 herein below, the recipient shall destroy the personal data shared. The obligation under the previous sentence shall have no effect if the Party has a legal obligation or a legitimate interest to store the said data.

VII. DATA TRANSFER OUTSIDE EU, CONFIDENTIALITY

7.1. Each Party declares that it shall process in complete secrecy the personal data provided.

7.2. Each Party shall commit itself not to disclose in any way the confidential information related to the processing of personal data under the License Agreement, which has become known to it in the course of work.

7.3. Within the meaning of the present Agreement, confidential information shall be defined as any commercial, technical or financial information associated with the processing of data, which has been received in writing, verbally or in electronic format.

7.4. Within the meaning of the Agreement, divulgence of confidential information shall constitute any verbal or written statement, transmission of information on paper, in electronic format or through another type of carrier, postal service, fax or e-mail, as well as any other method of information disclosure, including mass media, print media or Internet.

7.5. Each Party shall ensure the reliability of all employees having access to personal data; shall make sure the personnel is properly trained on how it should take care of, protect and handle personal data; and shall guarantee employees' acceptance of the confidentiality provisions associated with the processing of personal data.

7.6. The duties under the previous paragraph shall not apply if the Parties are statutory obliged to reveal information.

7.7. As long as it was not agreed otherwise, the Licensor shall not transfer any personal data (for the avoidance of any doubt, this includes the giving of access to this data) outside the country, in which they have been collected or received, and if the country is within the European Economic Area (EEA), shall not transfer data to countries outside the EEA. If the parties have agreed that personal data of the Licensee, which is within the EU/EEA is to be given to the Licensor in a country outside the EU/EEA, the Licensor shall guarantee that the transfer in each and every moment shall be in compliance with the requirements of the applicable legislation for the protection of personal data (for example, via the application of standard clauses, for the purposes of which, the Licensee will be considered as a data exporter and the Licensor, for a data importer).

VIII. BREACHES OF DATA SECURITY AND REPORTING PROCEDURES

8.1. Each Party shall notify the other Party as soon as possible on every potential or actual loss of shared personal data and on each case in which such potential or actual loss has been identified. Therefore, the Party concerned shall provide information needed to assess the actions that will have to be taken in view of the applicable legislation.

8.2. The Parties agree to provide reasonable assistance in order to facilitate the processing of any breaches in the security of personal data.

