

DOMAIN NAMES AND WEBSITES TRANSFER AGREEMENT

This DOMAIN NAMES AND WEBSITES TRANSFER AGREEMENT is made on January 30, 2025

BY AND BETWEEN:

Invicta Networks N.V., company no. 123787, address: Korporaalweg 10, Willemstad, Curaçao ("**Invicta**")
and
WhiteBox B.V., company no. 155412, address: Korporaalweg 10, Willemstad, Curaçao ("**WhiteBox**"),

together referred to as the Parties and each separately as a Party,

WHEREAS:

- (i) Invicta has registered and used Domain Name (as defined below);
- (ii) WhiteBox wishes to acquire the rights, title and interest in and to the Domain Name and the corresponding Website;
- (iii) Invicta has agreed to transfer to WhiteBox the rights, title and interest in and to the Domain Name and the corresponding Websites

THE PARTIES HAVE AGREED AS FOLLOWS:

1. DEFINITIONS

1.1. Unless the context otherwise requires, the terms hereunder shall have the following meaning:

"Agreement" means this agreement including its schedules and any documents referred to, executed or to be executed in accordance with its provisions;

"Business Day" means a day (other than a Saturday or Sunday) when banks are open for business in Nicosia (Cyprus);

"Effective Date" means the execution date of this Agreement;

"Date of Transfer" means the date, separately agreed upon by the Parties via official email, on which the Websites and Domain Names shall be transferred from Invicta to WhiteBox;

"Domain Names" means domain names icecasino.com, vulkanvegas.com, each separately as "Domain Name";

"Websites" means websites under domain names icecasino.com, vulkanvegas.com to the extent it is owned by Invicta, also each separately as "**Website**".

2. ASSIGNMENT

Initial DS
LG CN

2.1. Invicta hereby agrees to sell, convey, transfer and assign to WhiteBox Invicta's entire right, title and interest in and to the Domain Names and registration thereof, all rights and benefits pertaining to the same, and the right to institute and prosecute all suits and proceedings and take all actions that WhiteBox, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right or title of any kind in and to each Domain Name.

2.1.1. Invicta shall take all necessary actions, including providing all necessary documentation to WhiteBox in order to transfer Domain Names to WhiteBox.

2.1.2. Invicta agrees to cooperate with WhiteBox in completing any online or electronic transfer forms and confirmations of transfer as required by the registrar associated with the Domain Names, in order to transfer the registrant for the Domain Names; including without limitation, providing any passwords or identifications that may be required to gain access to the records for the Domain Names.

2.2. Invicta hereby agrees to transfer to WhiteBox all right, title and interest in and to the content of the Websites to the extent it is owned by Invicta, including, all copyrights or other intellectual property rights, together with all copyrights subsisting in works derivative thereto; as well as the text, photographs, video, pictures, animation, audio, sound recordings, and all other works of authorship therein.

2.2.1. With respect to the elements or content of the Websites that is not owned by Invicta WhiteBox agrees to execute license agreement with respective owners of such elements or content or cease using such elements or content.

2.2.2. Invicta agrees to facilitate and expedite transfer of each Website and all of its respective contents as defined above.

2.3. As reasonably requested from time to time by WhiteBox, Invicta shall execute any additional documents, instruments or conveyances of any kind which may be necessary to carry out any of the provisions of this Agreement.

2.4. WhiteBox understands and agrees that this Agreement is not a license agreement regarding the any brands or trademarks associated with the Websites. It is WhiteBox's sole responsibility to conclude a license agreement with the owners of respective trademarks in order to use the Website.

2.5. Players accounts.

2.5.1. The accounts of the existing players and their account balances shall be automatically transferred to WhiteBox and WhiteBox shall be responsible for all the payments to the players, even if a player opts-out as mentioned in article 4.1.5 of this agreement. This obligation is included in the consideration amount under this Agreement. For the avoidance of doubt, Invicta will not settle the account balance of the existing players per day of transfer.

2.5.2. From the moment of the player credit transfer Invicta remains responsible for resolving of all the current players complaints.

2.5.3. Invicta shall indemnify, defend, and hold harmless Whitebox, their respective successors, directors, officers, employees, agents, affiliates against any liability, damage, loss, or expense (including reasonable attorneys fees and expenses of litigation) incurred by or imposed upon Whitebox in connection with any player claims, suits, actions, demands, judgments arising after the player credit transfer.

2.6. The Parties have agreed that, due to all the preparations required for the transfer of the Websites, including but not limited to notifications to players, obtaining the respective license to operate the

Initial DS
LG CN

Websites from the Curaçao authorities, and other actions that may be required for the transfer, the exact Date of Transfer shall be clarified by an official email, which WhiteBox will send to Invicta after the execution hereof.

3. CONSIDERATION

3.1. The consideration under this Agreement and payment provisions are set out in the Schedule No. 1 hereto.

4. REPRESENTATIONS AND WARRANTIES

4.1. On the date of execution of the Agreement, Invicta makes the following representations:

4.1.1. it is the lawful and exclusive registrant of the Domain Names and no other party has any right to registration of the Domain Names or has otherwise made any claim to the Domain Names;

4.1.2. to the best Invicta's knowledge there are no complaints, challenges, disputes or proceedings, pending or threatened, in relation to the Domain Names or Websites;

4.1.3. Invicta has all authorities necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized (empowered); and

4.1.4. execution of this Agreement and performance of Invicta's obligations hereunder do not violate or conflict with any other agreements to which the Invicta is a party.

4.1.5. the current players will be informed about the envisaged sale and change of the owner minimum 7 days before the actual transfer of the respective Domain Name will take place. Current players will be provided with an opt-out possibility in case they do not want their data to be transferred to WhiteBox. The Parties shall process personal data of players according to the Data Transfer Agreement set forth in Schedule 2 to this Agreement

4.2. On the date of execution of the Agreement, WhiteBox makes the following representations:

4.2.1. it has all authorities in order to execute the Agreement;

4.2.2. execution of this Agreement does not violate or contradict with its obligations under the other agreements:

4.2.3. WhiteBox has all authorities necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized (empowered).

4.3. WhiteBox acknowledges and agrees that the further use of the Website is at WhiteBox's sole risk. Except as set forth in this Section 4, the Website and any of its elements are provided "AS IS" and without any warranty of any kind and Invicta EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.

5. CONFIDENTIALITY

5.1. Each Party undertakes that, except as permitted by this Agreement, it shall not at any time during the Term and for a period of eight (8) years after expiry of the Term:

Initial DS
LG CN

5.1.1 disclose to any person any confidential information (whether disclosed to it in writing, orally or by another means and whether directly or indirectly) concerning the business, affairs, market opportunities, operations, processes, know-how, customers, clients or suppliers of the other Party; the existence of the terms and negotiations relating to and concerning this Agreement;

5.1.2. use the confidential information for a purpose other than performance of its obligations under this Agreement and shall make every effort to prevent the use or disclosure of the confidential information.

5.2. For the avoidance of doubt, each Party may disclose the other Party's confidential information to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the Party's obligations under this Agreement. Each Party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other Party's confidential information comply with this clause 5.

5.3. The confidentiality provisions of this clause 5 shall not be applicable to any information that is required to be disclosed by the Party to any regulatory authority in the lawful and appropriate exercise of its jurisdiction over a Party, by judicial or administrative process or otherwise by applicable law or regulation.

6. ENTIRE AGREEMENT

6.1. This Agreement constitutes and contains the entire agreement between the Parties with respect to the subject matter herein and supersedes any prior oral or written agreements. This Agreement cannot be changed, modified, amended, or supplemented, except in writing signed by all Parties hereto.

7. SEVERABILITY

7.1. If any provision of this Agreement needs to be replaced, interpreted or supplemented, this shall be done in a manner that as far as possible preserves the spirit, content and purpose of this Agreement. In this case, the provisions which the Parties would have concluded, had they been aware of the need for interpretation or for supplemental provisions at the time the Agreement was entered into, shall apply.

8. FORCE MAJEURE

8.1. Neither Party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control, and in such circumstances the time for performance shall be extended for a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed, provided that if the period of delay or non-performance continues for 3 (three) months, the Party not affected may terminate this Agreement by giving not less than 14 (fourteen) days written notice to the other Party.

9. GOVERNING LAW AND JURISDICTION

9.1. This Agreement and any non-contractual obligations in relation to it shall be governed by and construed in accordance with the law of Curaçao.

Initial DS
LG CN

9.2. All disputes or claims (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation shall be finally settled by the courts of Curaçao.

IN WITNESS WHEREOF, Invicta and WhiteBox have caused this Agreement to be executed by their duly authorized representatives.

For and on behalf of:

For and on behalf of:

Invicta Networks N.V.

WhiteBox B.V.

Signed by:



E9C1A4A3F74E4ED...

DocuSigned by:



98427330719E4A1...

Signed by:



E9C1A4A3F74E4ED...

DocuSigned by:



98427330719E4A1...

SCHEDULE 1

The Consideration

1. The consideration agreed by the Parties for Domain Name and Website assignment is EUR 200 000,00 (two hundred thousand euro 00 eurocents).
2. The payment shall be made within six (6) month after the Date of Transfer.

For and on behalf of:

Invicta Networks N.V.

Signed by:  DocuSigned by: 
E9C1A4A3F74E4ED... 98427330719E4A1...

For and on behalf of:

WhiteBox B.V.

Signed by:  DocuSigned by: 
E9C1A4A3F74E4ED... 98427330719E4A1...

SCHEDULE 2 Data Transfer Agreement

This Data Transfer Agreement (“**DTA**”) shall be entered on January 30, 2025 by and between:

INVICTA NETWORKS N.V., incorporated and registered in Curaçao with company number 123787 whose registered office is at address: Korporaalweg 10, Willemstad, Curaçao (hereinafter “**Seller**”), and

WhiteBox B.V., incorporated and registered in Curaçao with company no. 155412, Address: Korporaalweg 10, Willemstad, Curaçao (hereinafter “**Buyer**”).

The parties to this DTA shall be jointly referred to as parties and individually as a party.

WHEREAS:

- A. The Seller owns any copyright and any database rights in the Database (as defined below);
- B. By the Main Agreement (as defined below) the Seller has agreed to assign to the Buyer all copyright and database rights in the Database and to transfer to the Buyer all the Personal Data (as defined below), on the terms set out in this DTA.

THE PARTIES HAVE AGREED AS FOLLOWS:

Agreed terms

1. Interpretation

- 1.1. The definitions and rules of interpretation in this clause apply in this DTA.

Buyer System: any information technology system or systems owned or operated by the Buyer.

Completion Date: the date of completion of Database migration to the Buyer System as defined in clause 2 hereof.

Confidential Information: all confidential information (however recorded or preserved) disclosed by a party or its employees, officers, representatives, advisers or subcontractors who need to know the confidential information in question for the Permitted Purpose (hereinafter “**Representatives**”) to the other party and that party's Representatives in connection with this DTA, which is either labelled as such or else which should reasonably be considered as confidential because of its nature and the manner of its disclosure.

Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical and organisational measures, supervisory authority: as defined in the Data Protection Legislation.

Data: the data or information, in whatever form including images, still and moving, and sound recordings.

Data Protection Legislation: means the General Data Protection Regulation 2016/679 (“**GDPR**”), or any other applicable national legislation of each Member State of the European Union as amended, replaced or superseded from time to time and, to the extent applicable, the data protection or privacy laws of any other country not part of the European Union.

Database: the customer (end user) database described in Annex I hereof.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighboring and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or

equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Legacy Duties: any legal or regulatory requirements which the Seller is obliged to fulfil in respect of the Database, provided such requirements are in compliance with the Data Protection Legislation.

Main Agreement: the Domain Names and Websites Transfer Agreement dated January 30, 2025 between the Seller and the Buyer.

Permitted Purpose: the purpose of exercising the rights or performing the obligations under this DTA by the relevant party.

Personal Data: the personal data comprised in the Database.

Restricted Transfer: each case where a transfer of Personal Data would be prohibited by Data Protection Legislation in the absence of an adequacy decision issued by the EU Commission as referred to in Article 45(1) of the GDPR or of the Standard Contractual Clauses to be established under clause 8.3 of this DTA.

Security Breach: any personal data breach relating to the Personal Data that is required to be notified to the supervisory authority under Data Protection Legislation.

Seller System: any information technology system or systems owned or operated by the Seller.

Standard Contractual Clauses: the standard contractual clauses in accordance with the EU Commission Implementing Decision (EU) June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council, or any other standard contractual clauses issued by the EU Commission which replace such clauses from time to time.

Virus: any program which contains malicious code or infiltrates or damages a computer system without the owner's informed consent or is designed to do so or which is hostile, intrusive or annoying to the owner or user and has no legitimate purpose.

Vulnerability: a weakness in the computational logic (for example, code) found in software and hardware components that, when exploited, results in a negative impact on confidentiality, integrity, or availability, and the term **Vulnerabilities** shall be construed accordingly.

- 1.2. Clause, Annex and paragraph headings shall not affect the interpretation of this DTA.
- 1.3. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4. The Annexes form part of this DTA and shall have effect as if set out in full in the body of this DTA. Any reference to this DTA includes the Annexes.
- 1.5. A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

- 1.10. References to clauses and Annexes are to the clauses and Annexes of this DTA and references to paragraphs are to paragraphs of the relevant Annex.
- 1.11. Any words following the terms **including, include, in particular, for example**, or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.12. In the case of conflict or ambiguity between:
- (a) any provision contained in the body of this DTA and any provision contained in the Annexes, the provision in the body of this DTA shall take precedence;
 - (b) any of the provisions of this DTA and the provisions of the Main Agreement, the provision of this DTA shall take precedence; and
 - (c) any of the provisions of this DTA and the Standard Contractual Clauses, the provisions of the Standard Contractual Clauses shall prevail.

2. Delivery of Database

- 2.1. The parties shall use reasonable efforts to establish connectivity between the Buyer System and the Seller System to migrate Database.
- 2.2. The Buyer shall ensure that it promptly complies with any minimum hardware configuration requirements reasonably specified by the Seller for the purpose of establishing that connectivity.
- 2.3. Each party shall bear its own costs of establishing that connectivity.

3. Assignment of Databases

- 3.1. In accordance with and for the consideration set out in the Main Agreement, the Seller hereby assigns to the Buyer absolutely with full title guarantee all Intellectual Property Rights in the Database for the whole term including any renewals, revisions, revivals and extensions.

4. Confidentiality

- 4.1. The parties acknowledge that, with effect from the Completion Date, the Buyer's Confidential Information includes the Database (notwithstanding that the Database was previously known, or available, to the Seller as contemplated under clause 4.2(b) and clause 4.2(d) but before that date they will form part of the Seller's Confidential Information.
- 4.2. The term Confidential Information does not include any information that:
- (a) is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this clause 4);
 - (b) subject to clause 4.1, was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;
 - (c) was, is, or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party;
 - (d) subject to clause 4.1, was known to the receiving party before the information was disclosed to it by the disclosing party; or
 - (e) the parties agree in writing that it is not confidential or may be disclosed.
- 4.3. Each party shall keep the other party's Confidential Information confidential and shall not:
- (a) use any Confidential Information except for the Permitted Purpose or, in the case of the Seller, as set out in clause 4.7; or
 - (b) disclose any Confidential Information in whole or in part to any third party, except as expressly permitted by this clause 4.

- 4.4. A party may disclose the other party's Confidential Information to those of its Representatives who need to know that Confidential Information for the Permitted Purpose, provided that:
 - (a) it informs those Representatives of the confidential nature of the Confidential Information before disclosure; and
 - (b) at all times, it is responsible for the Representatives' compliance with the confidentiality obligations set out in this clause 4.
- 4.5. A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority, or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 4.5, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.
- 4.6. The provisions of this clause 4 shall continue to apply after the termination of this DTA.
- 4.7. The Seller may use any Confidential Information that was contained in, or which comprised, the Database as of, or prior to, the Completion Date so far as is strictly necessary:
 - (a) to fulfil any lawful request made by any data subject identified in the Database (other than those requests which should rightly be directed to the Buyer as a controller of the relevant Personal Data pursuant to clause 6.1);
 - (b) to fulfil any Legacy Duties.

5. Seller's warranties

- 5.1. The Seller warrants in respect of the Database that, as at the Completion Date:
 - (a) the structure of the Database is its original work and has not been copied wholly or substantially from any other source;
 - (b) the Seller is the legal and beneficial owner of the Intellectual Property Rights in the Database;
 - (c) the Seller is unaware of any infringement, or likely infringement, of any of the Intellectual Property Rights in the Database;
 - (d) as far as it is aware, the exploitation of the rights assigned by this DTA will not infringe the Intellectual Property Rights of any third party;
 - (e) the Database contains:
 - i. no Vulnerabilities or Viruses; and
 - ii. nothing that is defamatory or indecent;
 - (f) neither the Database nor any of its contents has suffered any material loss or corruption; and
 - (g) all hardware, firmware, software and media used for processing the Personal Data (wholly or in part) for the purposes of the Main Agreement (together, "**Materials**") are in good condition and working order and have been regularly and properly maintained and none of the Materials is inefficient, out-of-date, unsuitable or in need of renewal or replacement.
- 5.2. The Seller warrants in respect of the Database that, as at the Completion Date:
 - (a) the processing of the Personal Data comprised in the Database from time to time has been carried out in accordance with the Data Protection Legislation;
 - (b) the Seller is not aware of any circumstances likely to give rise to breach of any of the Data Protection Legislation in the future (including any Security Breach);
 - (c) the Seller is entitled to transfer the Database to the Buyer and such transfer will comply with the Data Protection Legislation;
 - (d) the Buyer is entitled to use the Database for the purposes of the Main Agreement and such use will comply with the Data Protection Legislation;
 - (e) all data subjects have been informed of the disclosure and transfer of their Personal Data by the Seller to the Buyer;

- (f) it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;
- (g) all Personal Data is complete, necessary, accurate and up-to-date for the purposes of the Main Agreement; and
- (h) the international data transfer requirements under Data Protection Legislation have been complied with in respect of all disclosures and transfers of Personal Data to destinations outside the European Economic Area.

6. Buyer's obligations

- 6.1. The Buyer acknowledges that, with effect from the Completion Date and save in respect of the Legacy Duties it will become a controller of the Personal Data. For the avoidance of doubts, parties are not joint data controllers under Data Protection Legislation. At the request of the Seller, the Buyer shall provide the Seller with reasonable cooperation and assistance (at Seller's expense) in complying with the Legacy Duties.
- 6.2. The Buyer shall, within thirty (30) days of the Completion Date, provide the data subjects identified in the Database with the information required by Article 14 of the GDPR.
- 6.3. 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 and freedoms of natural persons, the Buyer shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk, including inter alia as appropriate:
 - (a) the pseudonymization and encryption of Personal Data;
 - (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
 - (c) the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident;
 - (d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing.
- 6.4. In assessing the appropriate level of security, the Buyer shall take into account in particular the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to personal data transmitted, stored or otherwise processed.
- 6.5. The Buyer shall take steps to ensure that any natural person acting under the authority of the Buyer who has access to Personal Data does not process them except on instructions from the Buyer, unless he or she is required to do so by law.

7. Seller's obligations

- 7.1. Within thirty (30) days of the Completion Date, the Seller shall cease processing any Personal Data for the purposes of the Main Agreement and shall limit its processing to fulfil the Legacy Duties only.
- 7.2. For a period of thirty (30) days after the Completion Date, the Seller shall, at the Buyer's reasonable expense, co-operate in good faith with the Buyer, any relevant data subject and any relevant data protection authority regarding all enquiries and claims concerning the processing of the Personal Data with a view to the Seller responding to them within a reasonable time.

8. Mutual obligations

- 8.1. Immediately following any Security Breach occurring within thirty (30) days of the Completion Date, the parties shall coordinate with each other to investigate the Security Breach. The Seller agrees to reasonably co-operate with the Buyer in the Buyer's handling of the matter, including:
- (a) assisting with any investigation;
 - (b) facilitating interviews with the Seller's employees, former employees and others involved in the matter; and
 - (c) making available all relevant records, logs, files, data reporting and other materials required to comply with Data Protection Legislation or as otherwise reasonably required by the Buyer.
- 8.2. The Seller's obligations under clause 8.1 shall be performed at the Buyer's reasonable expense, except to the extent that the Security Breach arose out of any negligence or willful default of the Seller or any breach by the Seller of the warranties in clause 5.
- 8.3. The parties agree that when the transfer of Personal Data from the Seller (as "data exporter") to the Buyer (as "data importer") is a Restricted Transfer and Data Protection Legislation requires the appropriate safeguards are put in place, the transfer will be subject to the Standard Contractual Clauses, which are deemed incorporated into and form a part of this DTA, as follows:
- (a) Module One will apply;
 - (b) in clause 7, the optional docking clause will not apply;
 - (c) in clause 11, the optional language will not apply;
 - (d) in clause 17, Option 1 will apply, and the Standard Contractual Clauses will be governed by Irish law;
 - (e) in clause 18(b), disputes will be resolved before the courts of Ireland;
 - (f) Annex I of the Standard Contractual Clauses is deemed completed with the information set out in Annex I to this DTA, and the competent supervisory authority will be the Office of the Commissioner for Personal Data Protection (Cyprus);
 - (g) clauses 6.3 – 6.5 of this DTA serves as Annex II of the Standard Contractual Clauses; and
 - (h) Annex II to this DTA provides additional safeguards agreed upon between the parties as supplementary measures to the Standard Contractual Clauses.
- 8.4. During the transition process of transferring the database to the purchaser, both the Seller and the Purchaser agree to cooperate fully in addressing any data subject requests in accordance with applicable data protection laws:
- (a) the Seller remains responsible for addressing all data subject requests received prior to the effective date of transfer;
 - (b) the Buyer shall be responsible for addressing all data subject requests received following the completion of the transfer.
 - (c) for a period of 90 days following the transfer, the Seller and Purchaser will cooperate in good faith to respond to any data subject requests that relate to data processed during the period when the Seller was the controller;
 - (d) each party shall promptly inform the other of any data subject requests it receives that concern the period under the other's control.

9. Limitation of liability

- 9.1. Neither party excludes or limits liability to the other party for:
- (a) fraud or fraudulent misrepresentation;
 - (b) death or personal injury caused by negligence; or
 - (c) any matter in respect of which it would be unlawful for the parties to exclude liability.
- 9.2. Subject to clause 9.1, neither party shall in any circumstances be liable whether in contract, tort (including for negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, for:

- (a) any loss (whether direct or indirect) of profits, business, business opportunities, revenue, turnover, reputation or goodwill;
- (b) loss (whether direct or indirect) of anticipated savings or wasted expenditure (including management time); or
- (c) any loss or liability (whether direct or indirect) under or in relation to any other contract.

9.3. Subject to the Standard Contractual Clauses, the Buyer shall indemnify the Seller against any claims, losses, damages, costs (including all legal fees) and expenses incurred by or awarded against the Seller arising out of or in connection with the processing of the Personal Data on and from the Completion Date ("**Claims against Seller**"), except to the extent that the Claims against Seller have arisen out of or in connection with any negligence or wilful default of the Seller or any breach by the Seller of the warranties set out in clause 5 of this DTA.

9.4. Subject to the Standard Contractual Clauses, the Seller shall indemnify the Buyer against any claims, losses, damages, costs (including all legal fees) and expenses incurred by or awarded against the Buyer arising out of or in connection with the processing of the Personal Data before the Completion Date or any breach by the Seller of the warranties set out in clause 5 of this DTA ("**Claims against Buyer**").

10. Waiver

10.1. No failure or delay by a party to exercise any right or remedy provided under this DTA or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

11. Notice

11.1. Any notice or other communication given to a party under or in connection with this DTA shall be in writing and shall be sent by email.

12. Entire agreement

12.1. This DTA constitutes the entire agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings, and agreements between them relating to its subject matter.

12.2. Each party acknowledges that in entering into this DTA it does not rely on, and shall have no remedies for, any representation or warranty (whether made innocently or negligently) that is not set out in this DTA.

12.3. No party shall have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this DTA.

13. Variation

Except as expressly provided in this DTA, no variation of this DTA shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

14. Rights and remedies

Except as expressly provided in this DTA, the rights and remedies provided under this DTA are in addition to, and not exclusive of, any rights or remedies provided by law.

15. Severance

15.1. If any provision or part-provision of this DTA is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this DTA.

15.2. If any provision or part-provision of this DTA is deemed deleted under clause 15.1 of this DTA the parties shall negotiate in good faith to agree on a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

16. Third-party rights

No one other than a party to this DTA shall have any right to enforce any of its terms, unless otherwise stated in this DTA.

17. Assignment and other dealings

This DTA is personal to the parties and neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this DTA.

18. Governing Law

Subject to clause 8.3 of this DTA, this DTA and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Cyprus.

19. Jurisdiction

Subject to clause 8.3 of this DTA, all disputes or claims (including non-contractual disputes or claims) arising out of or in connection with this DTA or its subject matter or formation shall be finally settled by the courts of Cyprus.

This DTA has been entered into on the date stated at the beginning of it.

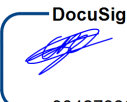
For and on behalf of:

For and on behalf of:

Invicta Networks N.V.

WhiteBox B.V.

Signed by:  DocuSigned by: 
E9C1A4A3F74E4ED... 98427330719E4A1...

Signed by:  DocuSigned by: 
E9C1A4A3F74E4ED... 98427330719E4A1...

ANNEX I TO SCHEDULE 2
Details of the Data Transfer

1. The subject matter of the processing of Personal Data

By the Main Agreement the Seller has agreed to assign to the Buyer all copyright and database rights in the Database and to transfer to the Buyer all the Personal Data.

2. The nature and purpose of the processing of Personal Data

Transfer all the Personal Data to the Buyer as set forth in the Main Agreement and this DTA.

3. The types of Personal Data to be processed

The personal data transferred concern, in particular, the following categories of data: first name and last name, date of birth, gender, user ID, email address, phone number, gaming history, payment history, and other data necessary for the provision of services.

4. Sensitive data

No sensitive data is transferred.

5. The categories of data subjects to whom the Personal Data relates

Customers (end users) of the Seller.

6. The frequency of the transfer

The Personal Data is transferred on a one-off basis.

7. The period for which the Personal Data will be retained:

With effect from the Completion Date and save in respect of the Legacy Duties, the Buyer will become a controller of the Personal Data. The Buyer will retain Personal Data for the period reasonably required for its legitimate business and legal purposes, such as security, fraud and abuse prevention, financial record-keeping, or compliance with legal and regulatory requirements.

8. Sub-processing:

Where the Buyer engages data processors, it will do so in compliance with the terms of the Data Protection Legislation. For the avoidance of doubt, with effect from the Completion Date, the Buyer will solely determine the purposes and means of the processing of Personal Data.

For and on behalf of:

For and on behalf of:

Invicta Networks N.V.

Signed by:  DocuSigned by: 
E9C1A4A3F74E4ED... 98427330719E4A1...

WhiteBox B.V.

Signed by:  DocuSigned by: 
E9C1A4A3F74E4ED... 98427330719E4A1...

ANNEX II TO SCHEDULE 2

Additional Safeguards Addendum

This Additional Safeguards Addendum to the Standard Contractual Clauses (“**Addendum**”) supplements the Standard Contractual Clauses to increase the protection of Personal Data where the performance of the Main Agreement requires a transfer as per clause 8.3 of the DTA.

By this Addendum, the Buyer (as “data importer”) provides additional safeguards to the Seller (as “data exporter”) and additional redress to the data subjects to whom the Personal Data relates.

1. Challenges to Orders

1.1. In addition to the Standard Contractual Clauses, in the event the data importer receives an order from any third party for compelled disclosure of any Personal Data that has been transferred under the Standard Contractual Clauses, the data importer shall:

- 1.1.1. use every reasonable effort to redirect the third party to request data directly from the data exporter;
- 1.1.2. promptly notify the data exporter, unless prohibited under the law applicable to the requesting third party, and, if prohibited from notifying the data exporter, use all lawful efforts to obtain the right to waive the prohibition in order to communicate as much information to the data exporter as soon as possible; and
- 1.1.3. use all lawful efforts to challenge the order for disclosure on the basis of any legal deficiencies under the laws of the requesting party or any relevant conflicts with the law of the European Union or applicable Member State law. The importer shall not disclose the Personal Data requested until required to do so under the applicable procedural rules. In any case, the data importer is obliged to disclose the minimum amount of information permissible when responding to the order, based on a reasonable interpretation of the order.

2. Indemnification of Data Subjects

- 2.1. The data importer shall indemnify a data subject for any material or non-material damage to the data subject caused by the data importer’s disclosure of Personal Data of the data subject that has been transferred under the Standard Contractual Clauses in response to an order from a non-EU/EEA public authority.
- 2.2. The data importer shall assist the data subjects in exercising their rights in the third-country jurisdiction through ad hoc redress mechanisms and legal counselling.

3. Exercise of Rights

- 3.1. Rights granted to data subjects under this Addendum may be enforced by the data subject against the data importer irrespective of any restriction in the Standard Contractual Clauses.

4. Notice of Change

- 4.1. The data importer agrees and warrants that it has no reason to believe that the legislation applicable to it or its Sub-processors, including in any country to which Personal Data is transferred either by itself or through a Sub-processor, prevents it from fulfilling the instructions received from the data exporter and its obligations under this Addendum or the Standard Contractual Clauses and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by this Addendum or the Standard Contractual Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data

exporter is entitled to suspend the transfer of data and/or terminate the Main Agreement.

5. Warranties

5.1. The data importer agrees and warrants:

- 5.1.1. it has not purposefully created back doors or similar programming that could be used to access the system and/or Personal Data;
- 5.1.2. it has not purposefully created or changed its business processes in a manner that facilitates access to Personal Data or systems; and
- 5.1.3. that national law or government policy does not require the data importer to create or maintain back doors or to facilitate access to Personal Data or systems.

6. Organizational Measures

6.1. The data importer shall implement the following organizational measures:

- 6.1.1. document and record the requests for access received from non-EU/EEA public authorities and the response provided, alongside the legal reasoning and the actors involved. These records, to the extent permitted by the applicable law, should be made available to the data exporter, who should in turn provide them to the data subjects concerned where required;
- 6.1.2. develop practices to appropriately and timely involve and provide access to information to the data protection officer, if engaged, and/or to the legal or internal auditing services on matters related to international transfers of Personal Data; and
- 6.1.3. not engage in any onward transfer of Personal Data within the same or other third countries, or suspend ongoing transfers, when an equivalent level of protection of the Personal Data to that afforded within the EU cannot be guaranteed in the third country.

For and on behalf of:

Invicta Networks N.V.

Signed by:  E9C1A4A3F74E4ED...

DocuSigned by:  98427330719E4A1...

For and on behalf of:

WhiteBox B.V.

Signed by:  E9C1A4A3F74E4ED...

DocuSigned by:  98427330719E4A1...