

SOFTWARE LICENCE AGREEMENT

Document Control Section

TYPE OF CONTRACT	Direct licence
REVISIONS	Go to: File > See revision history
CLASSIFICATION	Confidential
TEMPLATE LAST APPROVAL	Adam Jarosławski, 10.2024
NEXT REVIEW	Q1 2026

Summary**This section will be filled by Forwell. For the contract please move to the next page.**

Client Name	Winity
Type of client:	Operator
Client's legal entity:	Winlink B.V.
VAT number:	n/a
Forwell legal entity:	Forwell Limited
Reseller or direct deal:	Direct
Revenue Share:	EUR 0 - 450,000 8% EUR 450,001 - 1,000,000 7% EUR 1,000,001 and more 6%
Bonus deduction:	10%
Bonus deduction based on report: (yes/cap/no)	yes
Formula for invoicing:	GGR
Email for invoicing:	-
Exchange rate	https://openexchangerates.org/
Comments	-

RECITALS

Forwell Limited is a company duly established under the laws of the United Kingdom and registered under the number 09759613. Its registered office is situated at The Lewis Building, 35 Bull Street, Birmingham, United Kingdom, B4 6AF. Hereinafter, Forwell Limited shall be referred to as "Forwell".

Winlink B.V. is a company duly established under the laws of Curacao and registered under the number 154346. Its registered office address is Kaya Richard J. Beaujon Z/N Landhuis Joonchi II, Curacao. Hereinafter, Winlink B.V shall be referred to as the "Operator".

WHEREAS

Forwell has developed a suite of Games, defined in clause 1.1. below, that can be used for a remote gambling offering;

The Operator holds and operates one or more gaming websites and wishes to engage Forwell to receive a licence for the Games under the terms and conditions of this Agreement;

The Parties hold the licences, approvals and/or permits as required to provide the Games (as defined below), and further services as outlined in this Agreement;

Therefore, the Parties agree as follows:

1. DEFINITIONS

1.1. Unless expressly provided otherwise in this Agreement, the following terms have the following meaning:

"Agreement"	means this written document and appendices, schedules and exhibits attached hereto, which constitute an integral part of it, and which may be amended from time to time;
"Applicable Legislation"	means all applicable legislation, regulations and any and all directives, requirements, and/or guidelines of relevant authorities;
"Bonus"	means the total amount of bonuses redeemed by the Players - payout amount - in the games offered via the Website. Bonus is taken into account when calculating the Gross Gaming Revenue. The bonus cap is indicated in clause 4.1.;
"Commencement Date"	means the date on which this Agreement is signed by duly authorised representatives of both Parties;
"Confidential Information"	means all information not present in the public relating to the other Party and/or its affiliates received or obtained in any form as a result of negotiating, entering into or performing this Agreement including (especially but not limited to) all information in relation to the Website, the Operator's Players and data which

JK



either Party may have disclosed and may from time to time disclose to the other Party relating especially but not limited to its business, clients, business affairs, prices, products, developments, know-how, trade secrets, personnel, customers, suppliers, affiliates, services, requirements, software, stakeholders;

"Excluded Countries"

means Excluded Countries and Restricted Countries as listed in Appendix A and any other jurisdictions or territories, which may be added and designated as Excluded Countries by Forwell (at its sole and absolute discretion) from time to time by written notice to the Operator;

"Games"

means those online games that Forwell generally makes available to its customers, subject to any regulatory requirements applicable in any part of the territory that is not Excluded Countries, and subject to any and all additional terms that Forwell may require in relation to a specific Game. All Games are listed on the website <https://bfgames.com/certificates/> and may be amended from time to time at the sole discretion of Forwell;

"Games Delivery Platform"

means the Operator's internet gaming system and related services available on their Website, connected with the Licensed Software, according to the rights granted and subject to the conditions outlined in this Agreement;

"Go-Live Date"

means the date publicly announced by the Operator as the launch date of the Games on the Website.

"Gross Gaming Revenue"

or **"GGR"** means bets (i.e. the total amount of bets placed by Players playing Games on a Games Delivery Platform in each relevant monthly billing period) less wins (i.e. the aggregate amount won by Players playing Games on a Games Delivery Platform in each relevant monthly billing period), excluding jackpot payouts, VAT, and gaming tax in each relevant monthly billing period, less chargebacks and Bonus.

"Intellectual Property Rights"

means all possible Intellectual Property Rights, especially but not limited to patents, trademarks, domains, service marks, registered designs, applications for any of the foregoing, copyright, database, sui generis rights, moral rights, know-how, confidential information, trade or business names, and any similar protected rights of any Party;

"Licensed Software"

means Games;

IL



"Net Gaming Revenues"	means for each calendar month during the Term and for each jurisdiction on an individual basis, Gross Gaming Revenue less (a) gaming taxes, less (b) any voided or refunded wagers (to the extent included in Gross Gaming Revenue), less (c) Jackpot contributions.
"Player"	means one or more of the Operator's ultimate users who play Games through the Operator's Website.
"Revenue Share"	means royalties payable by the Operator to Forwell from the revenue earned from Licensed Software calculated pursuant to section 4 herein.
"Website"	means a website operated and controlled by the Operator, through which Players can play Games, which at all times shall be solely and exclusively owned and operated by the Operator. The Website address (URL) shall be listed in Appendix C.

- 1.2. Any references to the singular include the plural and vice versa, any reference to natural persons includes legal persons and vice versa, any reference to a gender includes the other gender as well.
- 1.3. The headings in this Agreement are for convenience only and shall not be taken into consideration when making an interpretation. References to clauses shall mean references to clauses in this Agreement unless otherwise stated, Appendices referred to shall mean Appendices to this Agreement which constitute an integral part thereof. In the event of any conflict between the provisions of this Agreement and its Appendices, which constitute an integral part thereof, the provisions of this Agreement shall prevail unless Appendices regulate a given matter more specifically.
- 1.4. Terms of computer or software terminology, which are not otherwise defined herein will have the meanings normally attributed thereto in the computer or software industry, unless the context suggests otherwise.

2. PLAYERS

- 2.1. Players enter the Games Delivery Platform through the Website. On the Games Delivery Platform the Players have the opportunity to play the provided Games.
- 2.2. The Players are only admitted to playing on the Games Delivery Platform after due registration on the Website. The registration process and the procedure of the Player's identity check shall be organised under the applicable anti-money laundering law according to the Applicable Legislation. The Players will be able to play Games after due payment into an account. All Players entering the Games Delivery Platform via the Website need to be duly registered.
- 2.3. Players who access the Games Delivery Platform via the Website shall have a legal relationship exclusively with the Operator and shall have no relationship whatsoever with Forwell.

12

12

3. LICENCE

- 3.1. Subject to the terms and conditions of this Agreement, Forwell grants the Operator, and the Operator hereby accepts, a limited, revocable, personal and non-transferable, non-exclusive, royalty-bearing licence (the "Licence"), valid only for the duration of the Agreement and solely in territories which are not Excluded Countries, to use Licensed Software, as provided herein, for the sole purpose of offering Players an access to Games through the Website. The Licence is granted solely for the Operator without a right for further distribution and/or sub-licence.
- 3.2. Forwell has the right to immediately and without any liability whatsoever remove or temporarily suspend the Operator's access to any or all of the Games, if:
 - 3.2.1. the Operator is in breach of clauses 3.1., 4.1., 8.4., 9.2.;
 - 3.2.2. either Party forfeits any of the regulatory permits required to provide Games to Players under this Agreement;
 - 3.2.3. the Operator's provision of Games is non-compliant (or is reasonable believed to be non-compliant) with any of the Applicable Laws and regulations;
 - 3.2.4. there is a bona fide claim by a third party that any or all of the Games are infringing upon the third party's Intellectual Property Rights.
- 3.3. Forwell has the right to, at any time and without stating the reason, discontinue the provision of any or all of the Games upon no less than fifteen (15) days' prior written notice. The Operator has no right to make any deductions from the Forwell Revenue Share or to claim any other compensation for Forwell's discontinuation of any Games. Where any Game is unavailable due to downtime or suspension not caused by the Operator's breach of this Agreement, the Operator shall be entitled to a pro-rata adjustment of the Revenue Share for the affected period or, alternatively, to service credits, as set out in the SLA or otherwise agreed in writing between the Parties.
- 3.4. New Games (or additional versions thereof) will be provided to the Operator, provided that the new Game (or the additional version thereof) is fully compliant with the regulatory provisions for the territory where the Operator, in accordance with this Agreement, may provide Games. In case New Games and/or additional versions thereof are subject to additional terms and conditions, Forwell will notify the Operator before providing such Games.
- 3.5. The Games are provided via remote server access only. Players may only be granted access to Games through the Website and by using the Player's account with the Operator. The Games reside solely on Forwell's servers and no copies thereof are required to be downloaded to the Players' equipment to play the Games as intended.
- 3.6. The Operator is expressly not entitled to use any of the Games to provide access to Players in Excluded Countries, unless agreed otherwise by a separate written agreement. The Operator shall take all reasonable technical measures to ensure that such prohibited access is avoided.

12

13

4. REVENUE SHARE

- 4.1. In consideration of the licence granted by Forwell to the Operator, the Operator shall pay to Forwell the Forwell Revenue Share, being a percentage of monthly Gross Gaming Revenues (GGR) of the Operator, as indicated in the table below, and a Bonus cap that will be deducted based on a detailed report - if applicable.

Monthly GGR	Revenue Share
EUR 0 - 450,000	8%
EUR 450,001 - 1,000,000	7%
EUR 1,000,001 and more	6%
Bonus cap: - 10%	
Example: Monthly GGR: 100.000€ Bonus Deduction: 15% of 100.000€ = 15.000€ <u>Forwell Revenue Share:</u> 12%*(100.000€-Taxes- Bonus Deduction – Jackpot Changes (if any))	

- 4.2. The Bonus will only be granted if the Operator provides Forwell with a detailed report showing the Bonuses awarded by the Operator on Games on the 7th day of the following month at the latest. For the avoidance of doubt, in case the Operator fails to deliver the said report, the Bonus will not apply.
- 4.3. In case the Gross Gaming Revenue of the Operator derived from the Licensed Software for a given month is below or equal to zero, Forwell will not issue an invoice for such a month. Any negative monthly revenue of the Operator will not be carried over to the following month and will not affect the calculation of Forwell revenue.
- 4.4. If the Operator requests any products, services or deliverables in addition to those specified in this Agreement, the Operator shall be obliged to pay for such products, services or deliverables, in the amount agreed upon between the Parties. Any additional products, services or deliverables require a supplementary written agreement.
- 4.5. If in order to establish the amount of Gross Gaming Revenue a currency conversion must be carried out, the exchange rate published on <https://openexchangerates.org/> will apply.
- 4.6. The amounts detailed above are each due within 14 days after the receipt of an invoice issued by Forwell. In case of late payment, interest shall accrue at the rate of ten per cent (10%) per annum from the day after the date when the payment became due and until a full payment has been made.
- 4.7. In case of late payment, without prejudice to interest mentioned in clause 4.6 and any other remedies Forwell may pursue, Forwell holds - at its sole discretion and upon a 24-hour notice - the right to suspend the Operator's access to Games until full payment has been made and duly received. The Operator's access to Games shall be restored as soon as reasonably possible upon the receipt of payment, no later than within 24 hours.
- 4.8. Further, in addition to the fees outlined in clauses 4.1 and 4.4, the Operator shall be liable for paying any and all applicable taxes (including value-added tax), charges and levies,

JK

AS

save for taxes based on Forwell' income that may apply to the fees. Such taxes, charges and levies shall be added to the invoice, in accordance with applicable regulations. Should Forwell be required to make any further payments to any tax authority, the Operator shall, on Forwell' first demand, indemnify and hold Forwell harmless in respect of any such taxes, charges and levies.

- 4.9. During the Term of the Agreement and for five years after the expiry or termination thereof, the Operator agrees to keep full and proper books and records of accounts relating to the calculation and payment of Revenue Share hereunder. Forwell shall have the right, at any time but not more than once per calendar year during the Term and for one year thereafter, to audit records of the Operator through an independent third-party auditor, during the Operator's regular business hours and with minimum interference to its business. Any audit shall be conducted upon no less than fifteen (15) business days' prior written notice and, where reasonably practicable, shall be conducted on a remote basis. The Operator agrees to provide Forwell with designated audit or inspection team access to all relevant books, records and facilities. If the audit reveals that the Operator has not duly paid the fees actually accrued, the difference shall be immediately payable in full, including late payment interest from each actual due date until full payment is made. Moreover, if the aforementioned difference exceeds 5%, the Operator shall reimburse Forwell for its documented audit costs. Forwell shall ensure that all audit findings and any information obtained in connection with the audit are treated as Confidential Information in accordance with Section 11 of this Agreement.

5. MUTUAL RIGHTS AND OBLIGATIONS

- 5.1. Each Party shall bear its own reasonable costs associated with the integration of Games with the Operator's Websites.
- 5.2. If applicable, both Parties agree to provide mutual assistance and support to obtain all necessary approvals for Games Delivery Platform integration from any relevant gaming authority in a timely manner.
- 5.3. Notwithstanding that the Operator bears responsibility for all necessary licences and/or approvals (and all costs associated with it) connected with the deployment of Games, each Party shall be solely responsible for their own licences, certifications and/or necessary approvals (and all costs associated with it) required in a given jurisdiction for their games and to conduct business as gambling operator/gambling software provider/platform provider.
- 5.4. Each Party represents and warrants that it is duly incorporated, validly existing and in good standing under all relevant laws, that it has all requisite legal and corporate power to enter into this Agreement and to carry out and perform its obligations under the terms of this Agreement.
- 5.5. Each Party represents and warrants that the execution and delivery of this Agreement do not conflict with, violate or constitute default under any previous agreement entered into by it, any statute, rule, order or regulation applicable in the respective Party's country, including - without limitation - any restriction on Games, online provision of Games or any other law, regulation or contract to which the Party is a party or by which it is bound. Furthermore, each Party warrants that it holds licences issued by a relevant authority required to provide services specified in this Agreement or that the aforementioned

TL



licences will be obtained by the Party before the launch date. Each Party warrants that it is not in breach of any laws in offering and performing the services herein.

- 5.6. Neither Party to this Agreement has given any warranty or made any representation to the other Party other than warranties or representations expressly set out in this Agreement.
- 5.7. The Parties agree to include the following functionalities within integration:
 - 5.7.1. Free spins.
 - 5.7.2. Tournaments.
 - 5.7.3. Jackpots.
 - 5.7.4. Bonus rounds API.

6. FORWELL'S RIGHTS AND OBLIGATIONS

- 6.1. The Games shall be provided by Forwell in compliance with all Applicable Legislation. The Parties acknowledge that the scope and level of the Games may be reduced or adjusted by Forwell if and to the extent necessary to make such offering compliant with, and viable under, Applicable Legislation.
- 6.2. Forwell shall be responsible for hosting the Games.
- 6.3. Forwell does not warrant that Games will be free from error or that access to Games will be uninterrupted throughout the term of the Agreement subject to the SLA. Forwell does not warrant that Games will meet any special requirements of condition, quality, performance, merchantability or fitness for any purpose of the Operator, or that Games will generate particular revenues or profits for the Operator. However, Forwell shall make its best endeavours to ensure that Games will be free from error or that access to Games will be uninterrupted throughout the Term.
- 6.4. Forwell may restrict the availability of Games (or any part thereof) and any of the languages in which Games are offered to potential and/or existing Players in any territory if Forwell may reasonably anticipate that due to current legal or regulatory environment (and/or any actual or proposed changes thereto) further provision of Games to potential and/or existing Players will expose Forwell or any of its affiliates to the risk of legal, regulatory or economic sanctions.
- 6.5. Forwell will provide an access code and technical support for the Licensed Software following the terms and conditions outlined in Appendix D, as annexed hereto.
- 6.6. The Operator acknowledge that Forwell shall not be responsible, and consequently shall be held harmless, for any delay in installation, deployment, system defects, or loss of data due to actions reasonably attributable to the Operator or due to non-observance of technical instructions given by Forwell.
- 6.7. During the term of this Agreement, Forwell shall provide to the Operator all Upgrades and Updates to the Licensed Software, which are designated as such by Forwell.
- 6.8. Updates and Upgrades to the Licensed Software shall be considered as an integral part of the Licensed Software.

7. THE OPERATOR'S RIGHTS AND OBLIGATIONS

- 7.1. The Operator shall be solely liable, at its own expense, for management, security, and maintenance of the Website during the entire term of the Agreement. The Operator shall

TL

[Signature]

also be responsible for obtaining and keeping all necessary permits, consents, licenses and authorizations throughout the entire term of the Agreement. The Operator also ensures compliance with any requirements set out by any Applicable Legislation.

- 7.2. It is the sole responsibility of the Operator to pay winnings to Players, and Forwell will not be liable for any payments whatsoever due to Players.
- 7.3. The Operator will be responsible for integrating Games into the Website and for any adaptation of Games using full functionality of the available API (Application Programming Interfaces), so that Games appear an integral part of the Website to Players. Games shall be made clearly visible and easily accessible on the Website.
- 7.4. The Operator undertakes to ensure that the Website operates on a continuous and uninterrupted basis (24/7), and to retain adequate support which enables such activity.
- 7.5. The Operator may place Forwell' corporate trademark and/or its logo on the homepage of the Website, provided that Forwell written guidelines are adhered to. Forwell reserves the right to change such guidelines at times.
- 7.6. It is the sole responsibility of the Operator to be licensed and fully compliant with Applicable Legislation in any jurisdiction the Players whose bets are accepted by the Operator come from. The Operator shall also bear sole responsibility for the compliance of the Website with Applicable Legislation.
- 7.7. The Operator shall: (a) ensure that all marketing and promotional actions taken by or on behalf of it are carried out in a socially responsible manner and in accordance with all legal and regulatory requirements; (b) ensure that it does not place digital advertisements on websites providing unauthorised access to copyrighted content; (c) ensure that third parties with whom the Operator enters into agreements on any aspect of its business related to licensed activities do not place digital advertisements on websites providing unauthorised access to copyrighted content; and (d) ensure that terms upon which the Operator contracts with the abovementioned third parties enable it, subject to any dispute resolution provisions applicable, to terminate the said contracts immediately if, in the Operator's reasonable opinion, the third party has been responsible for placing digital advertisements for the licensed activities on websites providing unauthorised access to copyrighted content.
- 7.8. During the Term or thereafter, the Operator shall neither represent - directly or indirectly - that it owns the Intellectual Property Rights for Games (or any part thereof) nor take actions that may adversely affect Forwell' (or any of its licensors') ownership, validity, or enforceability of the Intellectual Property Rights for the Licensed Software. Moreover, the Operator shall ensure that no third party affiliated with the Operator will take such actions either.
- 7.9. If at any time it is brought to the Operator's attention that a Player is accessing, registering on or placing wagers on Games from an Excluded Territory, the Operator shall take all necessary steps to immediately deny that Player's access to the Games.
- 7.10. The Operator shall maintain a strict identity and age verification control to ensure that only Players above the minimum age specified by law in a given jurisdiction are allowed to access the Games.

12



- 7.11. The Operator is exclusively responsible for maintaining strict fraud controls to ensure that chargebacks and other fraudulent behaviours are impossible. Such measures may include but are not limited to imposing caps on the deposits or implementing an enhanced verification process of Player's details. The Operator shall hold harmless and indemnify Forwell for any liability arising from any fraudulent use of the Games.
- 7.12. Throughout the entire Term of the Agreement the Operators' terms and conditions shall include the following;
- 7.12.1. Players can make recourse claims (related in any manner to services provided by the Operator) exclusively against the Operator;
 - 7.12.2. Players agree to use Games only for playing purposes and in accordance with Operator's terms and conditions together with terms and conditions applicable to each Game separately;
 - 7.12.3. Players are not entitled to reverse engineer or decompile the Games, modify, remove or obscure any proprietary notices placed on the Games, copy the Games by any means for any purposes whatsoever, attempt to derive source code or other Confidential Information from the Games, or use the Games for any purpose other than playing them or in any way that could adversely affect Forwell' name, image or reputation.
- 7.13. The Operator acknowledges that neither the Operator itself nor any Player, shall at any time be permitted to have access to the server systems that host Games and associated software and databases, wherever they may be.
- 7.14. The Operator ensures that:
- 7.14.1. Games will only be accessible on the Websites and/or made available to Players once the integration process and testing have been completed. The Operator also warrants that Games will be equipped with thumbs supplied by Forwell and have the same space and visibility on the Website as casino games from other game providers;
 - 7.14.2. the first line of support for Players will be provided by the Operator;
 - 7.14.3. the Operator is responsible for all day-to-day operational activities regarding Games, including but not limited to marketing, customer support and care, payment management;
 - 7.14.4. all marketing, promotional and sponsoring activities carried out by the Operator shall at all times be in compliance with Applicable Laws and will be conducted in a suitable manner, ensuring that the goodwill and integrity of Forwell is protected and not put at risk; and
 - 7.14.5. the Operator is solely 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 that might apply, as well as to protect the systems from external attacks and other illegal activities.
- 7.15. The Operator shall provide Forwell with all reasonably requested information necessary to fulfill Forwell reporting obligations and other, owed to any competent authority, particularly regarding:
- 7.15.1. the prevention of bribery, money-laundering and financing of terrorism,
 - 7.15.2. the investigation of suspected cheating,
 - 7.15.3. measures taken to combat problem gambling and to foster responsible gambling,
 - 7.15.4. the investigation of end users complaints.
- 7.16. Under no circumstances shall the Operator move, remove, deface or alter Forwell trademarks in any way whatsoever, without Forwell' prior written consent. The Operator undertakes not to use Forwell trademarks or allow Forwell trademarks to be used by a

12

12

third party in a manner that may cause any harm to the value of the trademarks, that may dilute it or bring Forwell, its licensors or the trademarks themselves into disrepute.

- 7.17. Forwell may, upon a written notice to the Operator, require the Operator to cease taking wagers from Players located in any particular area (such as, without limitation, a country, a territory, a state, or a province), if Forwell reasonably suspects that taking such wagers may be illegal or that licensing Games in such areas may be illegal.
- 7.18. The Operator hereby warrants and confirms that neither the Operator nor any of its employees and associated parties will attempt to or permit any other party to attempt to:
 - 7.18.1. view the coding of the Licensed Software or any software provided to the Operator by Forwell;
 - 7.18.2. reverse engineer the coding of the Licensed Software or any software provided to the Operator by Forwell;
 - 7.18.3. decompile the coding of the Licensed Software or any software provided to the Operator by Forwell;
 - 7.18.4. monitor or in any way replicate (in any form or function) the Licensed Software, or any part of the Licensed Software, or any software provided to the Operator by Forwell;
 - 7.18.5. make use of any data generated by the Licensed Software saved in the ordinary course of the Operator's gaming business; or
 - 7.18.6. alter or modify any part of the Licensed Software.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1. Neither party will acquire or claim any right, title or interest in each other's copyright or other intellectual property rights under this Agreement, save for the provisions below.
- 8.2. All intellectual property and/or similarly protected rights, user and patent rights regarding services rendered by Forwell under this Agreement, particularly but not exclusively design adjustments – irrespective of the right to use it granted to the Operator by Forwell which is limited to the purposes of this Agreement – remain the sole property of Forwell. Subject to the licence granted, Forwell (and its licensors, where applicable) retains all Intellectual Property Rights in and to the Games, including all improvements thereto. Nothing herein will give, express or implied, the Operator or any Player, any right or claim to the Intellectual Property Rights of Forwell or its licensors. The Operator shall not allege ownership or attempt to challenge Forwell' (or any of its licensors') ownership of Games, any imitation thereof or similar content or trademarks. All goodwill arising from use of Games (and any improvements thereto) shall, as agreed between the Parties, contribute solely to the benefit of Forwell (or its licensors, as applicable). All rights not expressly granted by Forwell under this Agreement are reserved.
- 8.3. Upon a receipt of a notice about any actual or potential infringements of Intellectual Property Rights concerning the Games and/or the Games Delivery Platform, the Operator shall:
 - 8.3.1. immediately provide Forwell with full details of the infringements and with information whether legal proceedings have been brought against the Operator with respect to the third party claims hereof; in case legal proceedings have been launched, the Operator shall provide Forwell with all the relevant information about those proceedings;
 - 8.3.2. at Forwell' cost and discretion, proceed against the raised claim and/or institution of legal action and/or proceedings. The institution and/or contestation of judicial

12

12

claims and/or proceedings in the Courts together with any out of court negotiations and/or compromise and/or settlement of any disputes and/or lawsuits and/or any contentious matters require the prior written consent of Forwell; and

8.3.3. at Forwell' cost, provide further assistance in dealing with the claims and/or proceedings.

8.4. Forwell grants no other rights than those expressly specified in this Agreement. In particular, no rights of ownership or any rights other than those to use the software, as specified in the Software Licence Agreement, are granted. Without prejudice to the generality of the preceding sentence, the Operator shall not:

8.4.1. distribute, redistribute, sell, lease, assign, transfer, trade, rent, publish or sub-licence the Licensed Software, whether in full or in part, to any third party; or

8.4.2. download or make any copies of the Licensed Software;

8.4.3. disassemble, reverse engineer, decompile or attempt or allow any other person to disassemble, reverse engineer or decompile any copies of the Licensed Software, whether in part or in full; or

8.4.4. develop, produce, make, distribute, licence, exploit or allow any other person to develop, produce, make, distribute, licence, exploit any Licensed Software derivatives;

8.4.5. allow third parties to access or to use the Licensed Software, except for third parties specifically authorised in writing by Forwell;

8.4.6. use the Licensed Software for any purpose, save in the course of its business activity.

9. COMPLIANCE

9.1. Both Parties acknowledge that they shall operate under privileged licences in a highly regulated industry and maintain a compliance program to protect and preserve their name, reputation, integrity and goodwill through a thorough review and determination of the integrity and fitness, both initially and thereafter, of any person or company they associate with. This licence and the association of the Parties thereto are contingent on the continued approval under their respective compliance programs.

9.2. The Operator is required to present any and all relevant licences, approvals, and/or permits to Forwell. Forwell is entitled to postpone or suspend the provision of Games until the licences, approvals and/or permits are presented to Forwell by the Operator. The Operator shall immediately notify Forwell of all relevant licensing information including, without limitation, any changes in Applicable Laws or licensing requirements, any potential licensing reviews or licence revocation, whether any additional licences are required for the provision of Games to Players.

9.3. The Operator is solely responsible for keeping Forwell harmless and indemnified from all claims and costs (including legal fees) that may arise and from any proceedings that may be launched against it due to:

9.3.1. the Operator being non-compliant (or alleged non-compliant) with any Applicable Laws and regulations related to the provision of Games;

9.3.2. the Operator committing a breach of any part of section 9 (Compliance) of this Agreement;

9.3.3. the Operator providing Games contrary to the terms of this Agreement.

TL

8

- 9.4. If any of the licences, approvals, and/or permits necessary to execute the Agreement are revoked for any reason, Forwell shall be entitled to immediately terminate this Agreement upon a written notice.
- 9.5. Each Party shall, on a request of the other, provide assistance in solving any issues the other Party may have with any regulatory body concerning the Games Delivery Platform.
- 9.6. Before the Go-Live Date, the Operator shall complete to Forwell' satisfaction due diligence procedure. The purpose of the due diligence procedure is, among others, to confirm whether the Operator is duly incorporated and has appropriate legal and financial capacity, to confirm whether the Operator holds all relevant licences, approvals and/or permits, and to establish the identity of its directors and ultimate beneficial owners. In case the Operator does not complete the due diligence procedure to Forwell' satisfaction, Forwell shall be entitled to terminate the Agreement without any liability whatsoever. For the avoidance of doubt, the Parties hereby agree that due diligence shall be completed both before the Go-Live Date and then on an annual basis.
- 9.7. The Operator shall ensure that all its marketing and advertising campaigns are run lawfully and in accordance with any and all applicable advertising laws and regulations, including any and all specific requirements related to advertising of online gaming and gambling services. The Operator must immediately comply with any requests made by Forwell to change the course of or cease any marketing activity, if it is, in Forwell' opinion, non-compliant (or allegedly non-compliant) with the applicable advertising laws and regulations, or is otherwise objectionable.
- 9.8. Throughout this Agreement, the Operator shall not enter into contracts for the provision of Games with other operators that do not hold the proper regulatory licences for remote gaming. In case the Operator violates this clause, Forwell will have the right to terminate this agreement upon a written notice with an immediate effect.

10. DATA PROTECTION

- 10.1. The Parties agree to comply with the requirements of any data and privacy laws and regulations applicable to it concerning personal data processed by it. The specific obligations of the Parties are set out in Appendix B to this Agreement.

11. CONFIDENTIAL INFORMATION

- 11.1. The Parties acknowledge that as a consequence of entering into and executing this Agreement they may gain information regarding the other Party's business which may be confidential, and that it is important that such information is treated in a proper manner.
- 11.2. Each Party shall treat all Confidential Information relating to the other Party received or obtained as a result of entering into or executing this Agreement as strictly confidential and shall not disclose it to any third party (excluding regulations defined in Clause 11.3) or use it for any purpose other than exercising its rights and/or fulfilling its obligations under this Agreement.
- 11.3. Each Party may disclose Confidential Information if:
- 11.3.1. it is required by law/government authority/regulatory body. In this case, the receiving Party will, to the extent legally permissible, give the disclosing Party a prompt notice of such requirement or request so that the disclosing Party may

JK



- seek, at its sole cost and expense, an appropriate protective order or waive compliance with the provisions of this clause. If no such protective order is obtained or the disclosing Party does not waive compliance with this clause, the receiving Party shall be permitted to disclose only that portion of Confidential Information that is legally required and according to an advice given by a counsel; however, to the extent legally permissible, the receiving Party shall give the disclosing Party a written notice of the Confidential Information disclosed and the identity of the party receiving such Confidential Information; or
- 11.3.2. the disclosure is provided to professional advisers or auditors of the Party who need to know such Confidential Information under the terms of confidence; or
 - 11.3.3. the information has come into or is currently available in the public domain through no fault of the disclosing Party; or
 - 11.3.4. the information has been lawfully known to the receiving Party before the disclosure provided by the disclosing Party; or
 - 11.3.5. the other Party has given prior written consent for the disclosure.
- 11.4. Each Party shall ensure that its employees, or where permitted, its agents, subcontractors or consultants, and/or affiliates, appointed to perform any of its functions or obligations under this Agreement, respective representatives or other persons connected with the respective Party, have a need to know such information and will comply in all respects with the provisions of this clause and are bound by confidentiality obligations in writing and shall be liable for any acts or omissions of such employees' agents, consultants, subcontractors or persons connected.
- 11.5. The obligations set forth under this Section 11 shall remain in force after the termination of this Agreement for a period of 5 years following such termination.

12. TERM AND TERMINATION

- 12.1. This Agreement shall commence on the Commencement Date and shall remain in force and effect for 12 (twelve) months (**Initial Period**) unless terminated earlier under this Section 12. After this period the Agreement shall be renewed automatically for successive 12-month periods unless one of the Parties terminates the Agreement in writing upon a three-months' notice before the end of the Initial Period or before the end of the ongoing 12-month period.
- 12.2. Either Party is entitled to terminate this Agreement by a written notice to the other Party if either Party is in material breach of any terms of this Agreement and fails to remedy such breach within ten (10) days of receiving the written notice. The defaulting Party is obliged to compensate any damage caused to the other Party on account of termination.
- 12.3. Either Party has the right to terminate this Agreement with immediate effect by a written notice if:
- 12.3.1. the other Party has committed any material breach of its obligations hereunder, which the defaulting Party has not - under Clause 12.2 - remedied within ten (10) days of receipt of the written notice thereof;
 - 12.3.2. the court orders the dissolution or winding up of the other Party;
 - 12.3.3. the other Party is the subject of a voluntary or compulsory dissolution and consequential winding up and is placed in liquidation (other than for the purpose of corporate restructuring or merger or amalgamation); or
 - 12.3.4. a receiver, manager, official receiver or administrator has been appointed for the other Party as a result of an administration order.

JK

[Signature]

- 12.3.5. one of the Parties should lose or fail to obtain or does not have at its disposal any authorisation, licence or permit that is required or that may be required in the future to fulfill this Agreement due to the Applicable Laws and regulations and/or any future amendments to those.;
- 12.3.6. further cooperation with the other Party poses a threat of revoking the remote gaming license and/or could lead to damage to the name, reputation, integrity and/or goodwill of a Party;
- 12.3.7. The Operator uses or attempts to use, the Licensed Software in any manner or form that is illegal, or that is reasonably likely, in the sole opinion of Forwell acting reasonably, to bring the Licensed Software, Forwell, or Forwell' licensors, into disrepute, or have a material adverse effect on the goodwill of Forwell (including any Trade Mark) or the Licensed Software.
- 12.3.8. in the event of the Operator's delay with payment of an invoice for Revenue Share for more than 30 days after the notice about payment delay.
- 12.3.9. in the event of attempts to derive the source code from Licensed Software by any employee or contractor of the Operator.
- 12.3.10. any of the Forwell' competitors gain (individually or jointly) any direct or indirect control over the Operator, whereas for the purposes of this subsection "control" shall mean holding fifty per cent (50%) or more of the issued and outstanding share capital of the Operator on an as-converted basis and/or voting rights of the Operator, and/or the right to appoint the majority of the directors or managers of the Operator;
- 12.3.11. the Go-Live Date shall not take place within one year from the Commencement Date.
- 12.4. Forwell shall have the right to suspend rights and services it grants under this Agreement and/or to terminate this Agreement at any time upon a prior 30-day written notice, if the Operator commits a material breach that causes material or demonstratable damage to the reputation of Forwell and the Operator fails to cure such breach within **thirty (30) days** of written notice specifying the breach and the required remediation measures.. Such actions may include indecent website content, offensive political or religious content, repeated failure to pay Players without a just cause, and unethical advertising among others.
- 12.5. Forwell may terminate this Agreement at any time upon a 30-day written notice given to the Operator if the monthly GGR has not exceeded EUR 50,000 (fifty thousand) for at least six (6) consecutive months following the GO-LIVE; this provision shall become effective 12 months after the Commencement Date. Prior to termination, the Parties shall engage in good-faith remediation discussions for at least **thirty (30) days** and agree a commercially reasonable improvement plan, unless termination is required by Applicable Legislation.
- 12.6. Effect of Termination. All rights and obligations of the Parties shall cease immediately upon termination of this Agreement. Nonetheless, the below-listed rights and obligations shall not be affected by the termination:
 - 12.6.1. the rights and obligations of the Parties accrued at the date of termination;
 - 12.6.2. all rights and obligations of the Parties resulting from clauses expressly meant to survive termination and any provisions of this Agreement necessary for the interpretation or enforcement of this Agreement;
- 12.7. Furthermore, upon termination of this Agreement:
 - 12.7.1. the Operator shall immediately cease to use services furnished under this Agreement;

IL

8

- 12.7.2. the Operator shall destroy any and all copies of the Licensed Software and all related documentation that, for any reason, cannot be returned to Forwell;
 - 12.7.3. all outstanding invoices and payable fees shall be promptly settled by the Operator;
 - 12.7.4. the Operator may - within twenty (20) working days - request Player Information from Forwell. Forwell shall not have any obligation to retain Player Information after this period and shall not be liable for not having it retained;
 - 12.7.5. both Parties shall immediately return any and all materials (in an electronic format) relating to the other Party and/or that belong to it. Forwell is entitled to keep a copy of all relevant data necessary for proper accounting and administrative reasons;
- 12.8. The obligations set out in sections: "8", "9", "11", "12.4", "13", "14", and "18" shall apply throughout the Term of this Agreement and shall survive its termination for whatever reason.

13. INDEMNITIES

- 13.1. At the Operator's request, Forwell shall indemnify the Operator against any damage it may sustain and/or any claim that may arise or be brought against it by any person in relation to:
- 13.1.1. an infringement of third party's intellectual property rights connected with services provided by Forwell;
 - 13.1.2. any claim arising out of or in relation to the use of third parties by Forwell to perform its rights and obligations under this Agreement.
- 13.2. At Forwell' request, the Operator shall fully and effectively indemnify Forwell, defend it and hold it harmless against any damage it may sustain and/or any claim that may be established or brought against it by any person as a result of:
- 13.2.1. any breach of the terms of this Agreement, any Applicable Laws or regulations relating to Games and/or the Games Delivery Platform committed by the Operator;
 - 13.2.2. any kind of fraud committed in connection with credit cards or money laundering;
 - 13.2.3. taxes connected with transactions and payments resulting from this Agreement;
 - 13.2.4. any breach of any Applicable Laws or regulations relating to promotional and advertising activities carried out by the Operator;
 - 13.2.5. falling into disrepute caused by offering Games on the Operator's website and/or advertising or selling Games in any illegal way.
- 13.3. Forwell shall take any reasonable technical measures to secure data and files transferred and processed based on this Agreement. However, any liability of Forwell regarding any possible damage resulting from illegal misuse of data by third parties, data loss and damage, computer system breakdown caused by computer viruses and the like is excluded, unless occurs through Forwell' fault.
- 13.4. Forwell is not responsible for any kind of system breakdowns resulting from technical problems which Forwell could not foresee or predict and shall not be held liable for any possible damages arising therefrom.

12

13

14. LIMITATION OF LIABILITY

- 14.1. NEITHER PARTY NOR ITS ASSOCIATE, AFFILIATE, PARENT OR SUBSIDIARY CORPORATION, INCLUDING ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS OR CONSULTANTS, SHALL UNDER ANY CIRCUMSTANCES HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES AND/OR FOR ANY LOSSES THE OTHER PARTY (OR ANY PERSON CLAIMING UNDER OR THROUGH THE OPERATOR) OR ANY OTHER PERSON OR ENTITY (WHETHER RELATED TO THE OTHER PARTY OR NOT) MAY SUSTAIN, REGARDLESS OF WHETHER THEY ARISE FROM THE AGREEMENT, TORTS (INCLUDING NEGLIGENCE), BREACHES OF STATUTORY DUTIES, OR ANY OTHER SOURCE AND FALL WITHIN ANY OF THE FOLLOWING CATEGORIES:
- 14.1.1. LOSS OF PROFITS;
 - 14.1.2. LOSS OF ANTICIPATED SAVINGS;
 - 14.1.3. LOSS OF REVENUE;
 - 14.1.4. LOSS OF BUSINESS OPPORTUNITY;
 - 14.1.5. LOSS OF USE OR CORRUPTION OF SOFTWARE, DATA OR INFORMATION;
 - 14.1.6. LOSS OF GOODWILL AND/OR ANY REPUTATIONAL DAMAGE;
 - 14.1.7. LOSS OF TECHNOLOGY,
 - 14.1.8. LOSS OR CORRUPTION OF DATA; OR
 - 14.1.9. ANY SPECIAL, INDIRECT OR CONSEQUENTIAL LOSS (EVEN IF THE PARTY WAS AWARE OF THE CIRCUMSTANCES IN WHICH SUCH SPECIAL, INDIRECT OR CONSEQUENTIAL LOSS COULD ARISE).
- 14.2. IN CASE ONE PARTY'S (FIRST PARTY) PERFORMANCE OF ITS OBLIGATIONS UNDER THE AGREEMENT IS PREVENTED, DELAYED OR OBSTRUCTED BY ANY ACT OR OMISSION OF THE OTHER PARTY (SECOND PARTY), ITS OPERATORS OR OPERATORS' PLAYERS, ITS AFFILIATES, AGENTS, SUBCONTRACTORS, CONSULTANTS OR EMPLOYEES, AND/OR A FAILURE OF ITS EQUIPMENT OR SERVICES, THEN THE FIRST PARTY WILL NOT BE LIABLE FOR ANY COSTS, CHARGES OR LOSSES SUSTAINED OR INCURRED BY THE AFOREMENTIONED SUBJECTS THAT ARISE DIRECTLY OR INDIRECTLY FROM SUCH PREVENTION, OBSTRUCTION OR DELAY.
- 14.3. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THE MAXIMUM AGGREGATE LIABILITY OF BOTH PARTIES OR ANY OF THEIR ASSOCIATES, AFFILIATES, PARENT OR SUBSIDIARY CORPORATION, FOR ANY AND ALL DAMAGE AND LOSSES SUFFERED IN CONNECTION WITH THE EXECUTION OF THIS AGREEMENT, REGARDLESS OF WHETHER THEY ARE A RESULT OF NEGLIGENCE, BREACH OF CONTRACT, MISREPRESENTATION OR OTHER ACTIONS, IN RESPECT OF A SINGLE OCCURRENCE OR A SERIES OF OCCURRENCES, SHALL IN NO CIRCUMSTANCE EXCEED (I) EUR 250,000 OR (II) THE TOTAL FEES PAID OR PAYABLE UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT. THIS LIMITATION SHALL NOT APPLY TO LIABILITY ARISING FROM (A) INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, (B)

JK

[Signature]

BREACH OF CONFIDENTIALITY, (C) BREACH OF DATA PROTECTION LAWS / DPA OBLIGATIONS, OR (D) FRAUD, WILFUL MISCONDUCT OR GROSS NEGLIGENCE.

15. FORCE MAJEURE

- 15.1. Neither of the Parties shall be liable for a default or failure to perform any of its obligations (apart from its obligations to pay any sums due), insofar as it can prove that non-compliance was a result of force majeure.
- 15.2. A force majeure event will include but is not limited to the following:
- 15.2.1. war (whether declared or not), civil war, civil violence, riots and revolutions, acts of sabotage;
 - 15.2.2. natural disasters, such as violent storms, cyclones, earthquakes, tidal waves, floods, destruction caused by lightning, explosions, fires;
 - 15.2.3. boycotts, strikes and lock-outs of all kinds, go-slows, occupation of factories and premises and work stoppages;
 - 15.2.4. acts of authority, whether lawful or unlawful, apart from acts from which the party seeking relief has assumed the risk under any other provisions of this Agreement.
- 15.3. Any occurrence of events detailed under Clause 15.2 entitles the affected Party to delay fulfilling its duties for the duration of the interference and a measured start-up period. Such delay does not constitute a default. In any case, the affected Party shall notify, as soon as practicably possible, the other Party in writing about the occurrence of a force majeure event and indicate in what way and to what extent it has been affected by this event. In case the force majeure event lasts for more than sixty (60) days, either Party shall be entitled to terminate this Agreement upon a written notice.
- 15.4. For the purpose of this clause, an impediment does not include laws and regulations issued by the appropriate public authority, and/or lack of authorisations, licences, permits or approvals necessary for the performance of this Agreement.

16. NOTICES

Any notice issued under or in connection with this Agreement shall be written in English and shall be delivered either personally or via mail or e-mail to the Party due to receive such notice or communication at its address set out under this Clause 16 or at another address either Party may specify upon a written notice.

For Forwell:

Attn:

To Forwell at:

The Lewis Building, 35 Bull Street, Birmingham, United Kingdom, B4 6AF
e-mail: rok.hribar@beefee.co.uk

For the Operator

Attn:

To Winlink B.V at:

Kaya Richard J. Beaujon Z/N Landhuis Joonchi II, P.O. Box 6248, Curacao
e-mail: compliance@winity.com; limassol@oneworld.net
and with copy to winlink@g-force-corporate-services.com
INVOICES: invoice@winity.com

Contact Person: Director ; Guardian Corporation Curaçao B.V.

12

12

17. MISCELLANEOUS

- 17.1. This Agreement constitutes a complete and exclusive agreement between the Parties regarding the subject matter of this Agreement, and supersedes all prior (verbal and/or written) agreements, understandings and/or representations by/between the Parties regarding the subject matter of this Agreement. No side contract, neither verbal nor written, is permitted.
- 17.2. Any amendments or modifications to this Agreement require a written form and must be signed by both Parties to come into force. Any deviation from this provision requires a written consent..
- 17.3. No waiver, neither signed nor obtained by any of the Parties to this Agreement, of any rights granted in this Agreement or arising from a breach of any provision of this Agreement will constitute a waiver of rights in respect of any subsequent breach of the same or any other provision. The rights granted in this Agreement do not affect legal guarantees and damages claims.
- 17.4. The Operator shall not provide access to the Games Delivery Platform to any third party (except Players and relevant Authorities) without a prior written consent from Forwell.
- 17.5. In case any of the terms of this Agreement turns out to be invalid, unlawful or unenforceable, it shall be severable from this agreement and shall not affect the validity and enforceability of any remaining provisions. The invalid, unlawful or unenforceable term shall be replaced with a permissible regulation corresponding to its economic purpose.
- 17.6. Unless otherwise agreed, no rights or obligations under the Agreement may be assigned to a third party by the Operator without a prior written consent from Forwell.
- 17.7. This Agreement does not constitute or imply any partnership, joint venture, trust or other legal relationship between the Parties, other than the contractual relationship expressly provided for in this Agreement.

18. GOVERNING LAW AND ARBITRATION

- 18.1. This Agreement shall be governed by and constructed in accordance with the laws of England.
- 18.2. In case of a dispute, the aggrieved Party shall notify the other Party in writing of the nature of the dispute and provide as many details as possible about the alleged breach committed by the other Party. The Parties shall then strive to find an amicable solution.
- 18.3. Any dispute arising out of or in connection with this Agreement, whether in contract or tort, and including any questions regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the rules (the "Rules") of the Court of Arbitration at the Polish Chamber of Commerce in Warsaw, which Rules are deemed to be incorporated by reference into this clause. The arbitration proceedings shall be conducted in Warsaw, Poland, in the English language in front of three arbitrators. Each party may nominate one arbitrator, and the third arbitrator, who shall act as the Chairman, shall be appointed by the Arbitration Court. If any arbitral nomination of a Party fails or is not approved by the Arbitration Court, the Arbitration Court shall appoint a replacement arbitrator. All the arbitrators may be of any nationality.

12



This Agreement is being executed in English. An electronic (i.e.: PDF, DocuSign, EchoSign) signature put by a Party or signing a PDF version shall constitute valid and binding due execution of this Agreement by such Party. The Parties jointly agree that a signed copy of the Agreement can be sent through email or facsimile.

I, **Julius Lelkes**, the undersigned, herewith confirm that my position within Forwell Limited is that of the Director and I state that I am duly authorised to enter into this Agreement, which I herewith do on 08/04/2026 by signing this Agreement, for and on behalf of Forwell Limited.

Julius Lelkes

Forwell Limited

I, Gouloud Hammoud f/obo Guardian Corporation Curaçao B.V., the undersigned, herewith confirm that my position within the Operator is that of the Director of the Corporate Director and I state that I am duly authorised to enter into this Agreement, which I herewith do, on March 4th, 2026 by signing this Agreement, for and on behalf of the Operator.


.....
Winlink B.V



LIST OF APPENDICES

APPENDIX A - EXCLUDED COUNTRIES

APPENDIX B - DATA PROCESSING AGREEMENT

APPENDIX C - LIST OF OPERATOR'S WEBSITES

APPENDIX D - SERVICE LEVEL AGREEMENT (SLA)

APPENDIX A - EXCLUDED COUNTRIES

1. **Excluded Countries** - this term refers to any jurisdiction, country, state, province, region or other political subdivision in which the use, offering to users, development, distribution, offering for sale, selling, advertising, promoting and/or exploiting the Licensed Software in any other way is prohibited by law. The Excluded Territories are, among others:

• Afghanistan • Algeria • American Samoa • Bahrain • China • Cook Islands • Cuba • Eritrea • French Polynesia • Hong Kong • India • Indonesia • Iran (Islamic Republic of) • Iraq • Israel • Jordan • Kuwait • Lao People's Democratic Republic	• Libya • Macao • Malaysia • Marshall Islands • Mauritania • Monaco • Morocco • New Caledonia • North Korea (Democratic People's Republic of) • Northern Mariana Islands • Oman • Pakistan • Puerto Rico • Qatar • Russian Federation • Saint Barthélemy • Saudi Arabia	• Singapore • Somalia • South Africa • South Korea, Republic of • Sudan • Syrian Arab Republic • Taiwan, Province of China • Thailand • Tunisia • Turkey • United Arab Emirates • Uruguay • Uzbekistan • Virgin Islands (U.S.) • Wallis and Futuna • Yemen
---	---	--

IL



2. **Restricted Countries** - this term refers to any jurisdiction, country, state, province, region or other political subdivision, in which the use, offering to users, development, distribution, offering for sale, selling, advertising, promoting and/or exploiting the Licensed Software in any other way is subject to a licence, permission, certification and/or other governmental approval. The Restricted Territories are, among others:

• Angola • Argentina • Australia • Austria • Bahamas • Bangladesh • Belarus • Belgium • Bosnia and Herzegovina • Bulgaria • Brasil • Canada • Colombia • Côte d'Ivoire • Croatia • Cyprus • Czech Republic • Denmark • Dominican Republic • Estonia • Finland • France • French Guiana • Georgia • Germany • Greece • Guadeloupe • Hungary • Italy	• Latvia • Lithuania • Luxembourg • Malta • Martinique • Mayotte • Mexico • Montenegro • Myanmar • Nauru • Netherlands • Nigeria • North Macedonia • Norway • Panama • Philippines • Poland • Portugal • Réunion • Romania • Rwanda • Saint Martin (French) • Saint Pierre and Miquelon • Serbia • Slovakia • Spain • Sweden	• Switzerland • Tanzania, United Republic of • Ukraine • United Kingdom of Great Britain and Northern Ireland • United States Minor Outlying Islands • United States of America • Venezuela (Bolivarian Republic of) • Zimbabwe
--	--	--

3. This Appendix may be amended by Forwell (at its sole and absolute discretion) from time to time upon 30-days' written notice to the Operator.

IL



APPENDIX B - DATA PROCESSING AGREEMENT

This Data Processing agreement (the "DPA") is a supplement to the Agreement and made between:

The Operator, hereinafter referred to as "**Controller**",
and
Forwell, hereinafter referred to as "**Processor**".

Hereinafter, the Controller, and the Processor may be referred to individually as the "Party" or collectively as the "Parties".

BACKGROUND

DPA sets out the terms and conditions governing the non-exclusive licence by Processor of an interactive gaming system to Controller in order for the Controller to use it in operating its interactive gaming business. In order to properly perform the [main agreement], certain Personal Data can be processed. Due to the fact that on 25 May 2018 the 2016/679 European Parliament and Council Regulation of 27 April 2016 concerning the protection of natural persons in reference to the personal data protection, hereinafter referred to as GDPR, entered into force, the Parties have decided to conclude this DPA in order to adapt the terms of cooperation to this regulations. The Parties agree that the provisions of this DPA delete and replace all previous agreements, provisions, and schedules regarding personal data processing.

1. DEFINITIONS AND INTERPRETATION

- 1.1. For the purposes of this DPA, the Parties agree that the following terms and expressions shall have the meaning set forth below:
 - 1.1.1. **DPA** – this document, including any and all Appendices as well as any and all amendments that constitute its integral part;
 - 1.1.2. **Data Protection Laws** – shall mean: Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data (GDPR) and applicable laws on processing of the personal data;
 - 1.1.3. **EEA** – shall mean the European Economic Area;
 - 1.1.4. **Personal Data** – shall mean any Personal Data the processing of which is necessary to duly perform the [name of the main DPA];
 - 1.1.5. **[name of the main DPA]** – shall mean DPA signed by the Parties on [date]
 - 1.1.6. **Services** – shall mean the services and other activities to be supplied or performed by or on behalf of the Processor for the Controller pursuant to the [name of the main DPA].
 - 1.1.7. The terms, "Commission", "Controller", , "Data Subject", "Member State", "Personal Data", "Personal Data Breach", "processing", "Processor", "Sub-processor" and "Supervisory Authority" shall have the same meaning as in the GDPR.
- 1.2. Both Parties warrant that they will comply with respective obligations under the Data Protection Laws and the terms of this Data Processing Agreement.

2. SUBJECT AND TERMS OF THE DPA

- 2.1. Under this DPA the Controller entrust and Processor agrees to process personal data on behalf of Controller to perform services mentioned in Agreement between Parties. The type of personal data and categories of data subjects are described in Annex 1, which shall be considered as an integral part of DPA.

IL



- 2.2. This DPA shall remain in force until the Agreement expires or terminates, whichever is the later.
- 2.3. Processor is entitled to processing Personal Data only to perform the Agreement.

3. Controller OBLIGATIONS IN RELATION TO PROCESSING OF PERSONAL DATA

- 3.1. Controller warrants and represents that all instructions provided to the Processor in relation to the processing of Personal Data are lawful.
- 3.2. Controller shall only provide instructions to the Processor in accordance with the terms of the Agreement and this Data Processing Agreement. Such instructions shall be limited to the subject matter of the relevant Services under the Agreement and this Data Processing Agreement.

4. PROCESSOR OBLIGATIONS IN RELATION TO THE PROCESSING OF PERSONAL DATA

- 4.1. Processor is obliged to:
 - 4.1.1. process personal data exclusively in compliance with Data Protection Laws and documented instructions of the Controller, and to inform the Controller about the inconsistencies of the instructions with the law regulations in force,
 - 4.1.2. immediately inform the Controller about any and all requests received from the persons whose personal data are processed and who by doing so exercise their rights resulting from the regulations on data protection,
 - 4.1.3. 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, support the Controller duly perform its obligations regarding security of personal data (Article 32 GDPR) and notification of a personal data breach to the supervisory authority (Article 33 GDPR),
 - 4.1.4. assess the impact of the planned processing operations and support the Controller in such assessment, in compliance with Article 35 GDPR;
 - 4.1.5. without undue delay and no later than within 12 hours of becoming aware of the breach of personal data protection, notify the Controller about becoming aware of a security breach leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Controller's data that were made available for the purpose of performing the Agreement
 - 4.1.6. make available to the Controller information that is necessary to demonstrate compliance with the obligations laid down in this Data Processing Agreement,
 - 4.1.7. in addition to the confidentiality obligations contained within the DPA, ensure that all the persons (employees, contractors) authorised to process Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

5. AUDITS

- 5.1. Upon prior request addressed to the Processor, the Controller shall have the right to conduct audits of the Processor in order to verify the compliance of the manner in which the Processor processes personal data and the security measures employed by the Processor in line with applicable laws on personal data protection. The Processor agrees for such an audit to be conducted and also to make available to the Controller all documents and records to the extent in which they contain the data necessary to

IL



perform this DPA and the Agreement, within 14 days of receiving Controller's request to do so. The Processor may delete from such documentation any confidential data regarding business secrets, unless they are related to the subject matter of this DPA or the Agreement.

- 5.2. The Controller shall have the right to conduct an audit at Processor's seat or in the place of performance of this DPA only in order to confirm the compliance of obligations and security level to the extent required by this DPA and article 28 of GDPR.
- 5.3. The audit conducted by the Controller shall be conducted in a manner which does not affect conducting business activity by the Processor. Controller shall make (and ensure that each of its mandated auditors makes) reasonable endeavours to avoid causing (or, if it cannot avoid, to minimise) any damage, injury or disruption to Processor's premises, equipment, personnel and business while its personnel are on those premises in the course of such an audit or inspection. The Controller shall ensure that the auditors are authorised to access confidential information resulting from this DPA.

6. SUB-PROCESSING

- 6.1. Controller authorises Processor to appoint Sub-processors, in accordance with this section and any restrictions in the Agreement.
- 6.2. Processor may continue to use those Sub-processors already engaged as at the date of this DPA. If requested by the Controller, Processor shall supply the Controller with a list of such already engaged Sub-processors.
- 6.3. With respect to each Subprocessor, Processor shall:
 - 6.3.1. before the Subprocessor first processes personal data, carry out adequate due diligence to ensure that the Subprocessor is capable of providing the level of protection required by the DPA.
 - 6.3.2. ensure that the arrangement between on the one hand (a) Processor, or (b) the relevant intermediate Subprocessor; and on the other hand the Subprocessor, is governed by a written contract including terms which offer at least the same level of protection for personal data as those set out in this DPA and meet the requirements of article 28(3) of the GDPR.
- 6.4. Processor is responsible for actions or omissions of Subprocessor who do not comply with personal data protection obligations.

7. TRANSFER OF EEA RESIDENT PERSONAL DATA OUTSIDE THE EEA OR TO AN INTERNATIONAL ORGANISATION

- 7.1 Processor shall not disclose or transfer any Personal Data outside the EEA without prior consent of the Controller about the necessity to perform such a transfer.
- 7.2 The Parties acknowledge that Data Protection Law requires additional measures be taken to secure transfers of Personal Data outside the EEA. Processor shall refrain from transferring any Personal Data subject to the data protection laws of the European Union outside the European Union or a country deemed adequate by the European Commission, without relying on a transfer mechanism in accordance with the Data Protection Law.

8. RETURN OF DATA

- 8.1. The Processor shall promptly and in any event within 10 days of the termination of [name of main agreement] or this DPA, delete and procure the deletion of all copies of personal data.

TL

[Signature]

- 8.2. The Parties may retain personal data to the extent required by applicable laws and only to the extent and for such period as required by applicable laws and always provided that the Processor shall ensure the confidentiality of all such personal data and shall ensure that personal data is only processed as necessary for the purpose(s) specified in the applicable laws or any regulatory requirements in relation to the Services requiring its storage or further processing after the termination of Agreement or this Data Protection Agreement.
- 8.3. For purposes of clarification, statistical data which has been anonymized and consequently no longer constitute Personal Data may be retained and used freely by Processor perpetually.

9. LIABILITY

Neither Party excludes or limits its liability in respect of the terms of this Data Processing Agreement. The Processor shall return to Controller any and all expenses that Controller incurs in relations to Processor's or Suprocessor' failure to perform or improper performance of this DPA.

10. MISCELLANEOUS

- 10.1. Without prejudice to the articles in this DPA, the Parties to this DPA hereby submit to the choice of law and jurisdiction stipulated in the Agreement with respect to any disputes or claims howsoever arising under this DPA, including disputes regarding its existence, validity or termination or the consequences of its nullity, and any dispute under this DPA, under the Agreement or under both shall be finally settled in the same proceedings and, if applicable, by the same arbitrators.
- 10.2. If any provision in whole or in part of this DPA shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, then the provision in question shall be deemed removed and the remaining provisions shall remain in full force and effect and the Parties shall without delay agree on a replacement provision that as far as legally possible achieves the same or commercially similar effect as the invalidated provision.
- 10.3. The failure of either Party hereto to insist upon the strict adherence to any term of this DPA on any occasion shall not be considered as a waiver of any right hereunder nor shall it deprive that Party of the right to insist upon the strict adherence to that term or any other term of this DPA at some other time.
- 10.4. Where applicable, the Parties agree that if the provisions of this Data Processing DPA do not comply with GDPR then both Parties agree to cooperate in good faith to re-negotiate the terms of this Data Processing Agreement to ensure compliance with GDPR.

12

ANNEX 1

Details of Processing

Description of types of Personal Data	
Description of the categories of Data Subjects	
Purpose of the Processing	

For acknowledgement

Signed on behalf of Forwell

Julius Lelkes
.....

Signed on behalf of the Operator


.....

Guardian Corporation Curacao B.V.
Corporate Director
Represented by Gouloud Hammoud *
Date: 3 March 2026



APPENDIX C - LIST OF OPERATOR'S WEBSITES

The following list contains a complete and exhaustive enumeration of websites run by the Operator together with countries where the Operator conducts its operations:

1.

Website URL: winity.com

Operating Countries: CIS, LATAM – Where allowed

2.

Website URL:

Operating Countries:

This appendix shall be updated each time the Operator changes, adds or deletes any of his websites.

IL



APPENDIX D - SERVICE LEVEL AGREEMENT (SLA)

The purpose of this SLA is to set out the terms upon which Forwell will provide technical support for its services, including responding to and resolving Issues.

1. Definitions

The following terms shall have the meanings given below. All capitalised terms used in this SLA but not specifically defined herein shall have the meanings attributed to them in the Agreement.

- | | |
|-----------------------------|---|
| "Critical Issue" | refers to a situation where services are non-functional or a major portion of the services is not accessible by a significant number of Players, including, by way of example, a system outage, critical functionality not available, corruption of data or repeated loss of data, repeated Software failures resulting in frequent interruption of service. |
| "Issue" | means an operational failure or impairment of service as categorised under this SLA. |
| "Medium Level Issue" | means (i) a service-affecting incident having more than a minor impact on service functions; (ii) a problem that requires additional efforts to be solved and to maintain the service; (iii) an inquiry regarding the abnormal behaviour of specific service functions; or (iv) an issue that cannot be solved by Forwell support personnel despite making a reasonable effort. IT/support teams shall change the category of an Issue from Low Level to Medium Level at their complete discretion. |
| "Low Level Issue" | means a minor service-affecting incident having a non-material effect on service functions and features, or a general question, information request, or features. |
| "SLA" | means this Service Level Agreement. |
| "Workaround" | means actions and procedures, which circumvent or overcome the impact of the Issue. Workarounds may not provide a final and full solution to the Issue. |

2. Help desk

- 2.1 Forwell will launch a dedicated help desk responsible for resolving Issues reported by the Operator and handling the Operator's requests for assistance. Forwell ensures that the help desk will be at the Operator's disposal during standard business hours (SBH) of Forwell, i.e.: 9:00-17:00 CET.
- 2.2 Forwell ensures that the help desk will be available via telephone and/or email, i.e.: the Operator may submit a ticket or open an incident via JIRA at <https://support.bfgames.com/>, or send an email to support.games@beefee.co.uk or incidents.games@beefee.co.uk. In case of critical

SL



situations, the Operator may contact Forwell' Support Team via a 24/7 helpline at +48 22 398 88 36.

- 2.3 In case Forwell becomes aware of a Critical Issue other than via the Operator, it will report it, as soon as reasonably possible, and in any event within the Response Times applicable to the corresponding severity of the Issue, as set out in Clause 4.2. Other Issues (non-critical ones) can be fixed by Forwell without reporting them to the Operator. The Operator shall provide contact details for reporting Critical Issues discovered by Forwell below:

Skype ID (if applicable):

Telephone:

Email:

3. Issue Severity

- 3.1 Each Issue will have an appropriate level of severity attributed to it by the Operator, i.e.: Critical, Medium, or Low.
- 3.2 Upon detection of an Issue with severity level other than Low by Forwell, Forwell may contact the Operator using the contact details provided in clause 2.3 of this SLA or via any other means of communication the Parties agreed upon. .
- 3.3 Upon detection of any Issue by the Operator, the Operator may contact the help desk using contact details set out in Clause 2.2 or via any other means of communication the Parties agreed upon. When reporting an Issue to the help desk, the Operator shall provide all information Forwell may reasonably require to address it, including but not limited to the Operator's assessment of the severity level of the Issue, the circumstances in which the Issue arose, and the time the Operator became aware of the Issue.

4. Issue Response Time and Resolution

- 4.1 Forwell will address each Issue reported by the Operator, offer an interim solution or a Workaround, if necessary, and resolve the Issue.
- 4.2 Forwell will address all Issues logged by the Operator within the timescale specified in the table below (see the Response Time column) and will keep updating its responses throughout this whole period, if necessary. Forwell will make every effort to provide an effective and workable solution within a commercially reasonable time. The Response Time indicated in the table below starts running from the moment an Issue has been properly logged.

Issue Severity Level	Response Time	Workaround
Critical	2 hours	Continuous work until a resolution is available
Medium	4 hours	3 Business Days
Low	8 hours	10 Business Days

12

8

5. Limitation of liability

Forwell shall not be held liable for any failure of Forwell to comply with the service level caused, in whole or in part, by any of the following:

- a. a failure of the equipment or hardware not supplied by Forwell under this SLA;
- b. a failure in the local access facilities connecting Forwell to the Operator's platforms and/or network and vice versa;
- c. an occurrence of a force majeure event; Forwell shall not be responsible for the performance of its obligations hereunder where delayed or hindered because of any events or contingencies beyond its reasonable control, including but not limited to Acts of God, war, insurrection, sabotage, terrorism, embargo, fire, flood, accident, earthquake, strike interruption of or delay in transportation or telecommunication service power supply necessary for the provision of its services, Server, API or Platform and any change in the legislation or other requirements of the government applicable to Forwell;
- d. any act or omission of the Operator or any of its affiliates (including but not limited to its agents, contractors and/or vendors), including, but not limited to (i) failing to provide Forwell with adequate access or information required in connection with the provision of Forwell API or software; (ii) any culpable act or omission which may cause Forwell not to be able to meet any of the service level provisions;
- e. operator negligence or wilful misconduct;
- f. any DDOS (Distributed Denial of Service) attack;
- g. carrying out scheduled or routine maintenance;
- h. carrying out emergency maintenance;
- i. the Operator's associates or their employees, contractors, agents or representatives.

12

SUMMARY

Contact Details	
Email address	Phone number
support.games@beefee.co.uk incidents.games@beefee.co.uk	+48 22 398 88 36

Incident/Issue				
Severity	Description	Response	Workaround	Schedule of Service Hours
Severity 1	Critical/High	2 hours	Continuous work until a resolution is available	SBH (Standard Business Hours)
Severity 2	Medium	4 hours	3 Business Days	SBH
Severity 3	Low	8 hours	10 Business Days	SBH

IL

Title	Orwell - Winity Software Licence Agreement
File name	2026_0403_Forwell...reement_Signed.pdf
Document ID	913fd38df8fbab3054521dc3d97ff5c3e55ba810
Audit trail date format	DD / MM / YYYY
Status	● Signed

Document history

 SENT	08 / 04 / 2026 13:22:08 UTC	Sent for signature to Julius Lekes (julius.lelkes@forwell.co) from compliance@beefee.co.uk IP: 31.183.129.65
 VIEWED	08 / 04 / 2026 20:09:46 UTC	Viewed by Julius Lekes (julius.lelkes@forwell.co) IP: 34.116.227.141
 SIGNED	08 / 04 / 2026 20:13:00 UTC	Signed by Julius Lekes (julius.lelkes@forwell.co) IP: 34.116.227.141
 COMPLETED	08 / 04 / 2026 20:13:00 UTC	The document has been completed.