

CASINO SOFTWARE LICENCE AGREEMENT

This Casino Software License Agreement (hereinafter referred to as the "**Agreement**") is made on the 25th of November 2025 (hereinafter referred to as the "**Effective Date**") between the following **PARTIES**:

- (1) **Green Rock Limited**, a body corporate registered in Isle of Man (Company Reg. Number: 134595C), whose registered company address is Part Ground Floor Suite, 60 Circular Road, Douglas, Isle of Man, IM1 1SA (hereinafter referred to as the "**Distributor**" or "**3 Oaks**")

And

- (2) **Winlink B.V.**, a body corporate registered in Curacao (Company Reg. Number: 154346), whose registered company address is Kaya Richard J. Beaujon Z/N Landhuis Joonchi II, Curacao (hereinafter referred to as the "**Customer**")

(hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**").

BACKGROUND

- A Customer and its Licensees, Affiliates and Agents (if a shop based Agent system is applicable) host and operate certain gaming software and management tools as a remote gaming platform ("**Remote Gaming Platform**" or "**RGP**", as further defined below) and hosts and operates certain online games on such RGP for its Licensees to offer electronic gaming services (including electronic casino games) to their End Users (as further defined below);
- B Distributor operates the software for certain online games ("**Licensed Casino Platform**" or "**LCP**", as further defined below) and wishes to allow integration of the LCP on to the RGP so as to enable the Customer to have the ability to make LCP available to its **Licensees**, so that LCP may be accessed by **End Users** visiting the Licensees gaming sites to the extent the same are integrated on the Customer's RGP;
- C This Agreement provides the Distributor with an opportunity to make the LCP and the Games available to **Licensees** of the Customer via the RGP; and
- D Distributor and Customer are willing to enter into a license for the LCP subject to the terms of this Agreement.

WHEREAS the Parties agree as follows:

AGREED TERMS

1. Definitions and interpretation

For purposes of this Agreement, the following terms shall have the following definitions:

Affiliate

means in relation to a Party: (i) any ultimate or intermediate holding company of such Party, (ii) any subsidiary of that Party, and (iii) any subsidiary of any such ultimate or intermediate holding company, in each case involving control, directly or indirectly, by one entity (Entity A) of another entity (Entity B), and where "control" means either a holding by Entity A of more than 50% (fifty per cent) of the voting capital of Entity B or Entity A having the right to nominate or appoint at least one half of the

directors of Entity B or Entity A having by agreement or otherwise the power to direct the affairs of Entity B.

Applicable Data Protection Regulations

means the legal instruments that constitute the Data Protection Law 2018 that govern the Isle of Man

Agreement

means this Casino Software Licence Agreement, together with any schedule/appendix whether included in this Agreement or signed at a later date, which shall form an integral part of the Agreement and have the same effect as if set out set out in the body of the Agreement and any reference to this Agreement includes the schedules.

3 Oaks Licensed Casino Platform (LCP)

means the Distributor's casino Games platform, on which it provides access to the Games through the RGP.

Casino Manager

means the back office reporting and games management system.

Casino Software

means the Distributor's software used to provide the Games on the LCP.

Certified Random Number Generator

means a software or hardware component or application that uses a generally accepted mathematical algorithm to generate a pseudo-random sequence of numbers within a given range, wherein each generated number describes a number or symbol used in a game outcome.

Customer IP

means all Intellectual Property Rights of the Customer and any other intellectual property asset of Customer or its Affiliates or its or their licensors, excluding the Distributor Intellectual Property (IP) hereby licensed.

End User(s)

means one or more of the Customer's or its Licensees players who play the Games.

Games

means those casino games of 3 Oaks (or games from other suppliers that the Distributor is licensed to distribute) accessible on the LCP and made available through the RGP to Customer, as listed on <https://www.isleofmangsc.com/gambling/supervision/software-supplier-register/> and can be updated from time to time. This excludes any Games, which may not be available for Customer's use due to commercial exclusivity or premium pricing requirements in the case of branded content, or licensing restrictions.

Gaming Taxes

means any and all fees, duties, levies, taxes and charges incurred directly by the Customer or Licensees in relation to the transactions of End Users, or by End Users directly, which are charged by any governmental or regulatory authority in any territory and whether such fees, duties, levies, taxes and charges are charged by reference to turnover or profitability or as fixed charges or otherwise.

Go-Live Date

means the first date on which the Games are available to End Users on the LCP.

Gross Gaming Revenue (GGR)

means the aggregate income, which is received by Customer or due from any affiliate or agent of the foregoing in connection with the activities of the LCP, which shall be calculated as the total



monies wagered on all games less all winnings, but before governmental sales, excises or other taxes or tariffs imposed on the use of the gaming software or operation of the online games and before any operating, administrative or other expenses. For the purposes of calculating Gross Gaming Revenue, the transaction data stored from the operation of the Distributors games shall be used conclusively to determine all wagers and winnings.

Hardware

means all the necessary computers, routers, cabling, monitors, hard drives, back-up systems, and other equipment, as determined by Distributor in its absolute discretion, that may be required in order to properly store, distribute and run the LCP.

Intellectual Property Rights

means any right that is or may be granted or recognized under any common law or civil law principle or any legislation of any description (national or supra-national) regarding inventions, patents, copyrights, neighbouring rights, moral rights, design rights, database rights, trademarks, trade names, service marks, industrial designs, maskwork, integrated circuit topography, privacy, publicity, celebrity and personality rights, trade secrets, know-how and other intellectual and industrial property (whether registered or unregistered) and all rights to make applications for any of them anywhere in the world in each such case as may be amended from time to time.

Licensee

means a corporate customer of the Customer or an Affiliate of Customer that operates online applications (including websites) from which it promotes and markets a range of gambling, gaming, digital entertainment and other electronic content to End Users.

Minimum Resale Fee (MRF)

means the lowest participation based monthly license fee at which Customer may sell Distributor games to their Licensees. Should lower resale fees be required Customer is obliged to obtain written approval from Distributor on each commercial instance.

Month

means a calendar month during the Term of this Agreement and for the first and last months of the Term - the relevant shorter period.

Monthly Fee

means the fee payable by the Customer to the Distributor in accordance with clause 6 and Appendix A of this Agreement.

Net Gaming Revenue

means a sum equivalent to Gross Gaming Revenue minus any agreed deductions (as per the commercial terms outlined in this Agreement).

Player Incentives

means any bonus amounts given rebated or credited to an End-User as part of Marketing.

Restricted Jurisdiction

means a jurisdiction, pursuant to the laws of which the promotion, marketing or offering in any form of any online gambling is (or becomes) prohibited or otherwise unlawful. The full list of currently Restricted Jurisdictions is listed in Appendix B.

Revenue

means in relation to any Month Wagers minus Winnings in respect of such Month less Player Incentives.

Remote Gaming Platform (RGP)

means the Customer gaming platform(s), operated or controlled by the Customer, or an Affiliate of the Customer, that serves remote gaming applications (including but not limited to websites and mobile) to Licensees and that shall disseminate the LCP.

Distributor IP	means all Intellectual Property Rights in the LCP, the Games and the System, and any other intellectual property asset of Distributor or its Affiliates or its or their licensors that is hereby licensed, and excluding the Customer IP.
System	means the LCP, Casino Software, Games and Hardware.
Taxes	means any taxes or fees required by law in any taxing jurisdiction to be paid to the government or appropriate collection or licensing agencies in such taxing jurisdiction, but not including Gaming Taxes.
Wagers	means the aggregate amount wagered by End-Users on the Games or through the LCP.
Winnings	means the aggregate amount won by End-Users through the Games, excluding jackpot winnings.
Working Day	means a day that is not a Saturday, Sunday, Christmas Day, Good Friday or any other day that is a public holiday in Isle of Man.

2. License

2.1 Subject to the terms and conditions of this Agreement, including payment of the Monthly Fee throughout the Agreement Term, the Distributor hereby grants to the Customer a limited, non-exclusive license to:

- (a) access the LCP and the Games;
- (b) allow its Licensees to offer the Games in any jurisdiction where they are legally allowed to offer such products to End Users;
- (c) allow access by End Users to the LCP and the Games by way of the Licensees online applications in order to deliver the LCP and the Games to such End Users for gaming purposes;
- (d) carry out marketing activities in relation to the LCP and Games;
- (a) use the Distributor IP in connection with the LCP and Games provision and marketing;
- (b) integrate the LCP in to, or have the LCP linked to, the RGP in order to facilitate the above

(hereinafter together referred to as the "Licensed Rights").

2.2 For the purposes of the Licensed Rights, the Distributor undertakes to include within the Games all future games released by Distributor that are available on the LCP.

2.3 Customer shall be entitled to use the Licensed Rights in connection with arrangements with one or more Licensees so as to permit End Users of such Licensees to have the benefit of access to the LCP and the Games.

3. Conditions of License

3.1 All rights, title and interest in and to the System, and any copies thereof and all documentation, code and logic, which describes and/or composes the same and all Distributor IP remains the sole and exclusive property of the Distributor or its Affiliates or agents, as the case may be, pursuant to the terms of Distributor's agreements with its Affiliates or agents, if any. The Distributor warrants and represents that any consents required from its Affiliates or agents in order to grant the license in this Agreement have been obtained.

3.2 All rights, title and interest in and to the Customer IP and any copies thereof and all

documentation, code and logic, which describes and/or composes the same remains the sole and exclusive property of the Customer or its Affiliates or agents, as the case may be, pursuant to the terms of Customer's agreements with its Affiliates or agents, if any.

3.3 LCP format shall remain as determined at the Distributor's sole discretion but any material change (a change that might negatively impact Revenue) shall be notified to Customer on no less than 60 (sixty) calendar days written notice to Customer and Distributor agrees that it shall be responsible to integrate any changes to the RGP.

3.4 Customer acknowledges that this is a non-exclusive agreement and that Distributor will sell or license its System to as many other third parties as are willing to enter into a licensing agreement with Distributor, including, potential competitors to the Customer.

3.5 Customer shall not permit any third party to use or access the System, other than Licensees and End Users for the sole purpose of playing the Games in accordance with the terms of this Agreement, without Distributor's prior written consent.

3.6 Customer hereby acknowledges that it is licensed to use the System only in accordance with the express terms of this Agreement and not further or otherwise.

3.7 Customer agrees it shall not at any time be permitted to have any access to the server systems that host the Games and the associated software and databases, wherever they may be.

3.8 Both Parties hereby acknowledge and agree that communication and timeliness of performance is an expressly essential consideration of this Agreement, and that failure to timely perform, respond, or deliver in accordance with this Agreement or in accordance with any appendix (appendices) as may hereafter be set forth in a separate writing, shall constitute a material breach of this Agreement.

3.9 Customer understands and accepts that in order to limit the maximum award payout of any Distributor Game Customer will need to agree with Distributor the maximum wager limits for each specific Game that Distributor offers.

3.9.1 Customer accepts on behalf of themselves and their Licensees the financial risks inherent in offering Distributor's Games, including both existing Games and future releases, to End Users.

3.9.2 Customer understands and accepts that it is the Customer's responsibility to ensure that Game wager amounts correspond to the Customer's risk tolerance levels.

3.10 Customer agrees that it may not resell the Games to any third party for a license fee less than the Minimum Resale Fee, stipulated in Appendix A of this Agreement. Customer may, on a case by case basis, request a dispensation from Distributor to resell the Games at a lower rate than the MRF, provided that a written approval must be given by Distributor prior to the Customer making any commitment to the applicable third party.

3.11 Customer and its Licensees will use the Games only in compliance with the laws of the jurisdiction where it operates. If in a certain jurisdiction there is a licensing regime in place, the Customer will use and offer the Gaming Software only in accordance with the licensing requirements and until the respective licenses are maintained

3.12 Customer or its Licences, will not solicit or accept wagers from individuals listed on the Office of Foreign Assets Control (OFAC) Sanctions List, the Office of Financial Sanctions Implementation (OFSI) Sanctions List and the Isle of Man Customs and Excise Sanctions List.

3.13 Customer agrees not to commercialize the Games until it has received its Licence from the relevant gaming authority.

4. Distributor Representations, Warranties and Obligations

4.1 Distributor represents and warrants to:

- (a) provide and manage the Distributor IP;
- (b) host and operate LCP and the Games so that they are available for use by End Users;
- (c) ensure that LCP and the Games are and remain compliant with all major gaming licensing jurisdictions notified to it by the Customer and shall undertake to maintain or procure any certification or similar requirements relating to the LCP and the Games in those jurisdictions and be responsible for any costs relating to the same;
 - a. Notwithstanding the above in part 4.1.(c) Distributor shall at its sole discretion be the only arbitrator of which jurisdictions Distributor will and will not procure certification of games under.
- (d) provide technical support for LCP and the Games;
- (e) use reasonable endeavours to undertake any necessary work required by Customer to integrate the LCP and/or Games with third party platforms used by Customer and its End Users;
- (f) use reasonable commercial efforts to cure any material failure of or in the LCP or the Games within 30 (thirty) calendar days of receiving notice of such failure from the Customer;
- (g) take reasonable measures to reinstate the LCP or the Games if the availability of the same is temporarily disrupted for reasons under Distributor's control;
- (h) co-operate with the Customer and Affiliates or competent law enforcement or regulatory agencies, as the case may be, in investigating and responding to any notified or observed incident of unauthorized or suspected unauthorized access, use or fraud in relation to the LCP and/or the Games;
- (i) make all reasonable efforts to repair and correct any problems arising under Distributor's areas of responsibility that may arise from time to time which would cause Distributor to be unable to perform its obligations under this Agreement;
- (j) use all reasonable commercial efforts to ensure that the Games do not contain software errors or defects which would enable the Games to be exploited by End Users for unlawful gain, unfair advantage or to obtain winnings that are statistically unlikely;
- (k) ensure that the LCP and the Games are not themselves and do not include any content or other items (including links to other websites or sources) such that they: (i) promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age; (ii) promote violence or activities prohibited by any applicable laws; (iii) contain content that is obscene, sexually explicit or pornographic, or is intended to harass or annoy, or violate any applicable law; (iv) contain peer-to-peer file sharing networks, bulletin boards, forums or similar online environments on which unauthorized copyright material is made available for distribution;
- (l) use reasonable skill and care in performing its obligation under the Agreement.

4.2 Distributor and its agents shall determine the odds for the Games in their sole discretion, but shall ensure that the same are automatically notified to Customer on no less than 5 (five) calendar days written notice prior to any change or upon request by Customer.

4.3 Distributor shall have the right, on reasonable notice to Customer, no more often than once in any 12 (twelve) month period, to appoint an independent third party to examine Customer's books and records as they relate to the Games, during regular business hours, in order to verify compliance with the terms of this Agreement. Any such audit shall be at the expense of Distributor unless the audit reveals an underpayment by Customer of greater than 5% (five per

cent), in which case the audit shall be at the expense of Customer. Customer shall forthwith pay to Distributor the amount of any deficiency identified by the audit.

Services and obligations in this clause 4 shall be defined together as the "Services".

5. Service Levels

5.1 Games shall, for the purposes of this Agreement, be considered unavailable for End Users if the Games or a substantial part thereof, key functions of the Games, or other essential features thereof is non-operational for a significant amount of End Users.

5.2 Games shall however not be considered unavailable in the following circumstances, and where the following applies, such time shall be disregarded when calculating the availability of the Games during any given calendar month:

- (a) Scheduled maintenance or updates of the Games or the Hardware upon which it resides, shall be notified by the Distributor to the Customer at least 7 (seven) calendar days in advance and is completed by Distributor as quickly as reasonably possible;
- (b) Scheduled maintenance and updates under sub-clause (a) shall, unless otherwise agreed between the Parties, be conducted at hours designed not to conflict with the busiest periods of End User System use;
- (c) Emergency shutdowns necessary to protect the Games from fraud, viruses or any form of so called "denial of service" attacks or similar, provided that any such emergency shutdown takes no longer than is strictly necessary to complete and where possible is notified by the Distributor to the Customer in advance; and
- (d) Errors or failures to access the Games caused as a result of failures or communication problems beyond the Distributor's reasonable control attributable to the internet or any other public or private networks (including without limitation mobile phone networks) used by End Users or others (including Customer) to access the Games.

5.3. The Parties agree that Distributor shall:

- a) respond during 4 (four) hours since the Customer notification in case of critical issues;
- b) respond during 8 (eight) hours since the Customer notification in case of questions or non-critical issues arising;
- c) respond during 24 (twenty four) hours since Customer notification in case of low priority issues or requests.

Technical support shall be in the English language only.

5.4. For the purpose of insuring proper testing, the Distributor allows the Customer to use a number of accounts as test accounts. The test accounts are allowed to use all the functionalities of the games but have a cumulated value of the test transactions limited to:

- a) 500 EUR GGR for the first month of contract – live and pre-live testing,
- b) 300 EUR GGR monthly starting with the 2nd month of contract.

All the transactions over the above values will be invoiced as per the Appendix A.

6. Licensing Fees / Monthly Fees

6.1 Distributor shall calculate and charge the Monthly Fee based on a percentage of Revenue in accordance with Appendix A of this Agreement.

6.2 The Parties agree that the Customer shall pay the Monthly Fee due within 5 (five) calendar days of the date of invoice delivered by the Distributor.

6.3 The Monthly Fee shall be exclusive of any value added taxes (VAT) or any other applicable sales taxes. The taxes shall be paid by the Customer to the Distributor to the extent they may

apply upon presentation of a valid VAT invoice

7. Intellectual Property

7.1 All Intellectual Property Rights in the System, as well as additions, corrections, improvements thereto, and in any Distributor IP provided to the Customer will at all times remain the property of Distributor.

7.2 All Intellectual Property Rights in the RGP, as well as additions, corrections, improvements thereto, and in any Customer IP will at all times remain the property of Customer.

7.3 The Intellectual Property Rights in all work done by the Distributor or its contractors for the Customer remain with Distributor and are licensed to the Customer hereunder together with the System.

7.4 The Intellectual Property Rights in all work done by the Customer or its contractors remain with Customer.

7.5 Each Party agrees that during and at any time after termination of this Agreement, they shall not disclose to any other person, firm or company, particulars of any Intellectual Property Rights, unless expressly permitted hereunder and they shall not infringe any of the Intellectual Property Rights of the other Party.

7.6 Distributor shall inform Customer of any claim known to it by a third party of infringement relating to Distributor IP.

8. Confidentiality

8.1 "Confidential Information" shall mean any and all information relating to the Disclosing Party (as further defined below) of any description whatsoever and in the widest sense including without limitation relating to its business, finances, intellectual property assets, know-how, trade secrets, marketing, and shall also include the existence of this Agreement and any provision of this Agreement, but shall not include any information:

- (a) that is already known to the Receiving Party (as further defined below), without restrictions on use or disclosure, at the time of its disclosure by the Disclosing Party;
- (b) that is or becomes generally available to the public other than as a result of disclosure thereof by the Receiving Party;
- (c) that is lawfully received by the Receiving Party, without restrictions on use or disclosure, from a third party that is not itself under any obligation of confidentiality or non-disclosure to the Disclosing Party or any other person with respect to such information;
- (d) that is independently developed by or for the Receiving Party without reference or access to the Disclosing Party's Confidential Information; or
- (e) that is approved in writing by the Disclosing Party for use or disclosure.

8.2 Any Party relying on any of the foregoing exceptions (a) to (e) shall bear the burden of proof with respect to such reliance.

8.3 Each Party (the "Receiving Party") shall protect the confidentiality of any Confidential Information disclosed or furnished by any other Party hereto (the "Disclosing Party") or otherwise made available to the Receiving Party in connection with the negotiation, execution or performance of this Agreement (whether in written media or otherwise), using the same degree of care that it uses to protect its own confidential or proprietary information of a like nature but in no event less than a reasonable degree of care. Confidential Information shall remain the property of the Disclosing Party, and the Receiving Party shall not be deemed by virtue of any access to the Confidential Information of any Disclosing Party to have acquired any right or

interest in or to any such Confidential Information.

8.4 Receiving Party shall use the Disclosing Party's Confidential Information solely for the purposes of this Agreement and shall not otherwise use, nor disclose or disseminate any such Confidential Information to any third party at any time, except as required by law or any competent regulatory body, or the rules of any relevant stock exchange. If the Receiving Party is compelled to disclose any Confidential Information relating to the Disclosing Party as the result of any bona fide written order from any government agency, regulatory body, court of law or competent jurisdiction or stock exchange, the Receiving Party shall endeavour to give no less than 5 (five) calendar days notice to the Disclosing Party of the disclosure to the extent it is able to do so.

8.5 Receiving Party shall notify the Disclosing Party promptly of it becoming aware of any unauthorised use or disclosure of the Disclosing Party's Confidential Information and shall cooperate with and assist the Disclosing Party in every reasonable way to stop or minimise such unauthorised use or disclosure.

8.6 If the Receiving Party commits a breach, or threatens to commit a breach of any of the provisions of this clause, then the Disclosing Party shall have the right to bring an action for injunctive relief or any other action at law or equity to specifically enforce the terms of this clause, it being acknowledged and agreed that any such breach, or threatened breach, could cause irreparable injury and that money damages would not provide an adequate remedy to the Disclosing Party.

8.7 Upon termination or expiration of this Agreement, each Receiving Party shall, at the Disclosing Party's option, return or destroy all Confidential Information of the Disclosing Party and provide an officer's certificate to the Disclosing Party as to such return or destruction, as applicable.

8.8 No announcement, press release or other disclosure shall be made concerning the contents or subject matter of this Agreement by any Party hereto without the reasonable written consent of the other Party, and provided that each Party shall use reasonable commercial efforts to provide at least 2 (two) days written notice to the other Party of such requested consent, except as required or mandated by law or any regulatory authority.

9. Gaming Data, data protection and privacy Customer

9.1 Distributor does not hold or process any personal data or information of any End Users. Any non-personal data related to game transactions on the LCP and Games, is held in strictest confidence between Distributor and Customer and is protected as required by Applicable Data Protection Regulations using appropriate technical and organisational measures.

9.2. Distributor hereby confirms that it doesn't process any personal data of the Customer's Licensees. Distributor agrees and accepts to enter into a separate data processing agreement with Customer with the provisions of the General Data Protection Regulation only if Distributor acquires legal access to any Personal Data of any of the Customer's Licensees' Personal Data during the validity period of the Agreement.

10. Term and Termination

10.1 This Agreement shall commence and be deemed effective on the Effective Date and shall remain in effect for a minimum term of 3 (three) years (hereinafter referred to as the "Term"), unless either Party serves a written termination notice on this Agreement to the other Party as stipulated herein.

10.2 This Agreement will automatically renew at the end of the initial Term and each subsequent term for a further period of 1 (one) year, unless either Party serves a written termination notice to the other not less than 90 (ninety) calendar days prior to the end of the current term.

10.3 This Agreement may be terminated as follows:

- (a) Either Party may terminate this Agreement without cause upon giving 4 (four) Months notice in writing.
- (b) Distributor may terminate this Agreement at any time upon 30 (thirty) calendar days written notice if the Customer is more than 30 (thirty) calendar days in arrears in relation to paying any Monthly Fees due. Customer shall be allowed to cure the breach during the notice period, thus pre-empting Distributor's ability to terminate the Agreement in accordance with this section.
- (c) Either Party may terminate this Agreement at any time upon 10 (ten) calendar days written notice to the other Party (the "Defaulting Party"), if the Defaulting Party:
 - i. commits a material breach of its obligations under this Agreement and in the case of a remediable breach, fails to remedy it within 30 (thirty) calendar days of the date of receipt of notice of such breach from the other;
 - ii. loses any license or other required government or other approval or consent or the right to operate under any of the same and is unable thereby to fulfill all its obligations under this Agreement;
 - iii. becomes insolvent or unable to pay its debts, is subject to a petition in bankruptcy or insolvency proceedings, is dissolved, or ceases carrying on its normal business operations for any reason for a period of 30 (thirty) calendar days or more;
 - iv. has any principal, officer or director that is arrested in a criminal proceeding of an offence that is a breach of laws relating to gambling and/or involves money laundering or fraud and the terminating Party reasonably determines, in its sole discretion, that such conviction has materially harmed or will materially harm the general goodwill or reputation of the terminating Party or any of its Affiliates.
- (d) Distributor may terminate this Agreement with immediate effect in the event of any change of ownership or control of the Customer, unless the Customer sought prior written consent to the change from the Distributor.
- (e) Distributor shall have the right to terminate this Agreement after a period of 6 (six) Months from the Effective Date if the average invoice amount calculated over a period of 3 (three) preceeding months is less than €1,000 (one thousand Euro).
- (f) Notwithstanding the above, Distributor shall have the right to novate this Agreement to one of its aggregators at the same commercial terms covered by this Agreement.

10.4 Upon expiration or termination of this Agreement for whatever reason:

- (a) Customer shall promptly return to Distributor all materials licensed, supplied or delivered by Distributor to the Customer pursuant to this Agreement and all copies of the whole or any part thereof (other than materials that must be retained for licensing or regulatory purposes), and the Parties shall promptly return to or, if requested by the other, destroy, any Confidential Information belonging to the other and, if requested by Distributor, the Customer shall, in the case of any Games supplied to it under this Agreement, destroy it by erasing it irrecoverably from the magnetic media on which it is stored and certify in writing to Distributor that it has been destroyed;
- (b) Upon the date falling 60 (sixty) calendar days after the termination of this Agreement or such longer period as the Parties may agree to be the transition period, the license granted by the Distributor to the Customer in respect of use of the Distributor's IP shall cease.
- (c) The Parties shall have no further obligations or rights under this Agreement after the end of the Term, without prejudice to those which have accrued to either Party prior to termination or expiry, and save for the coming into force or the continuance in force of any

provision hereof which is expressly or by implication intended to come into force or continue in force on or after such termination.

11. Insurance

11.1 Distributor shall provide the Customer with any commercial insurance policies that may be a legal or jurisdictional mandatory requirement upon the Distributor and any updates, replacements, or additional policies that it takes out throughout the Term, within 1 (one) month of such policies being requested by the Customer, provided that along with such request Customer delivers supporting documentation as to it.

12. Operation of Licensed IP

12.1 Notwithstanding anything to the contrary in this clause, any changes to the graphics of the LCP or the Games requested by the Customer shall be made only in the absolute discretion of Distributor and if any fees shall be payable by the Customer for such changes, Distributor shall provide a quote at the then prevailing market rates to the Customer and only proceed with such changes on approval of the same from the Customer.

12.2 Distributor warrants that the Certified Random Number Generator used by the Games for the purposes of helping to determine game outcomes are generated in an unbiased manner and certified by an independent third party certification provider, and Distributor shall provide Customer with any relevant documentation and certification information requested by Customer from time to time.

12.3 Customer and Licensees shall have the right to create multiple front-end web pages or mobile apps that will direct users to the same Games.

13. Disruptions

13.1 Neither Party shall be held liable for any damages of any kind which result from government legislation or policy.

13.2 Except as otherwise specifically provided herein, neither Party shall be responsible for failure of performance of this Agreement due to causes beyond their control, including work stoppages, fires, civil unrest, riots, rebellions, acts of government, acts of God and similar occurrences (hereinafter together referred to as the "Force Majeure").

14. Additional Representations and Warranties

14.1 All Parties and signatories to this Agreement represent and warrant that they have carefully read all of the terms and conditions of this Agreement, have fully reviewed its provisions with their attorneys, know and understand its contents and sign the same as their own free acts and deeds.

14.2 Distributor warrants and represents that:

- (a) it is duly incorporated and organised in the jurisdiction of its formation and is in good standing with full power and authority to do business in each jurisdiction in which it conducts business, and has all necessary power and authority to execute this Agreement and to perform its obligations hereunder;
- (b) this Agreement constitutes a legal, valid and binding obligation of Distributor, enforceable against Distributor in accordance with any applicable law or other agreement;
- (c) it shall permit Customer and its Affiliates and Licensees to use the names, logos, trade marks and trade names forming part of the Distributor IP on a world-wide, non-exclusive, non-transferable, non-assignable, royalty free basis solely in connection with the corporate

- responsibilities of Customer and its Affiliates and for promotional material of all relevant parties;
- (d) it is the owner of the Distributor IP being licensed herein and Distributor warrants and represents that such IP is free of any lien or encumbrance from any third party;
 - (e) Customer and its Affiliates and Licensees use of any Distributor IP in accordance with this Agreement will not infringe Intellectual Property Rights of any third party;
 - (f) it shall not conduct its business in a manner that reflects unfavourably on the good name, goodwill and reputation of Customer and/or its Affiliates, Licensees and/or the Customer IP;
 - (g) it shall not make any false or misleading statement or representation with regard to Customer and/or its Affiliates, Licensees and/or the Customer IP;
 - (h) neither the execution of this Agreement, nor the performance of its obligations hereunder, shall cause it to breach any of its obligations under agreements with third parties;
 - (i) it shall comply with all relevant laws in the jurisdiction of its incorporation and any other jurisdiction applying to its performance of this Agreement and it has obtained and will maintain for the duration of this agreement all permissions, licenses and consents necessary for the Distributor to perform the Services;.

14.3 Limitation of warranties. Except where otherwise stated in this agreement, Distributor disclaims all express and implied warranties with regard to this agreement, including warranties of merchantability and fitness for a particular purpose.

15. Distributor Indemnities

15.1 Each Party shall defend, indemnify, protect, save and hold harmless the other Party and its Affiliates and directors, officers, employees and agents, against any and all liabilities, claims, demands, suits, actions, causes of action, proceedings, judgments, awards and costs, including reasonable legal costs and expenses, arising out of or related to any claim or action that the possession or use of the Games (or any part thereof) infringes the Intellectual Property Rights of a third party.

15.2 Each Party shall defend, indemnify, protect, save and hold harmless the other Party and its Affiliates and directors, officers, employees and agents, against any and all liabilities, claims, demands, suits, actions, causes of action, proceedings, judgments, awards and costs, including reasonable legal costs and expenses, arising out of or related to any claim, whether grounded in contract, tort, strict liability or otherwise, arising out of any performance or failure of performance (whole or partial) of this Agreement by either Party or any breach or violation of any duty, obligation, warranty or representation made hereunder including any losses suffered as a result of an error in the Games enabling the Games to be exploited, provided that the indemnified parties shall not have any right to be indemnified hereunder for their own recklessness, negligence or wilful misconduct.

15.3 Any sum payable by the Distributor to the indemnified parties pursuant to this clause 15 shall be paid free and clear of all deductions or withholdings whatsoever, save only as may be required by any applicable law. If any deduction or withholding is required by law Distributor shall be obliged to pay to the indemnified parties such sum as will, after the deduction or withholding has been made, leave the indemnified parties with the same amount as it would have been entitled to receive in the absence of any such requirement to make a deduction or withholding.

16. Limitation Of Liability

16.1 Neither Party limits its liability for fraud, or death, or personal injury arising from its own negligence or that of its employees, agents or sub-contractors.

16.2 Notwithstanding anything herein contained and save and except in respect of the monetary and indemnity obligations of the Parties set forth herein and save for claims relating to breach of confidentiality, infringement of Intellectual Property Rights and/or misappropriation of intellectual property or for any losses suffered as a result of an error in the Games enabling the Games to be exploited, liability of the Distributor to the Customer, or of the Customer to the Distributor, shall not exceed the lesser of €20,000 (twenty thousand Euro) in the aggregate, or the total aggregate revenue and any other fees paid by Customer to Distributor in the 12 (twelve) Months prior to the date of notice of the claim, even if either Party has been advised of the possibility of such costs, expenses or damages.

16.3 Except as provided in this Agreement, neither Party shall be liable for any:

- (a) indirect, special, punitive, incidental or consequential damages; or
 - (b) loss of data, loss of business or loss of profits,
- however arising including as a result of negligence, breach of contract or otherwise.

16.4 Each of the Parties acknowledges that this Agreement and in particular but without limitation the preceding provisions of this clause have been freely negotiated by the Parties and are considered by them to be reasonable having regard to the nature of the relationship between the Parties and the other provisions of this agreement.

17. Financial Transactions

Customer shall procure that the Licensees will be responsible for the allpayments to End Users.

18. Accounting

18.1 Distributor shall maintain records of all transactions and wagers placed by End Users in relation to the Games. Distributor shall provide Customer with real time access to said records online using the Casino Manager.

18.2 No fees are payable for the regular reporting system provided to Customer for the purpose of calculating the Monthly Fee.

18.3 Distributor shall provide accurate and complete real time reports pertaining to all gaming/wagering transactions of the Games as solely defined by Distributor via the online reporting system in the Casino Manager.

18.4 Distributor and its agents shall have the right to use the accounting information for statistical and reporting purposes provided that specific sensitive information about the Customer and its Licensees and any End Users is not disclosed.

18.5 Customer and its Licensees shall be solely responsible for determining the jurisdictions in which they choose to accept and/or to receive wagers. However, notwithstanding the foregoing, Customer agrees that it will not solicit wagers from any jurisdiction where it is illegal to do so.

18.6 Notwithstanding anything contained in clause 18.5 Customer agrees that:

- (i) It will not solicit or accept wagers either directly or via End Users, Affiliates or any other third party using the LCP from residents of the United States of America;
- (ii) If asked by Distributor Customer will cease allowing either directly or via End Users, Affiliates or any other third party using the LCP from residents of the any country, state, territory or other jurisdiction which the Distributor states Customer may not accept wagers from.

19. Notices

19.1 Any notice or other document to be served under this Agreement to another Party shall be in writing and delivered or sent by prepaid first class post, recorded airmail or facsimile to such Party at its address set forth below, or such other address as the party may specify by written notice to the Parties of this Agreement.

If to Distributor, to:

Attn: Green Rock Limited, Director
Email: info@3Oaks.com

If to the Customer, to:

Attn: Management of Winlink B.V
Compliance.@winity.com and limassol@oneworldweb.net
and with copy to winlinkbv@g-force-corporate-services.com

19.2 Any notice, document or other communication shall be deemed to have been delivered:

- (a) if sent using registered mail or courier mail services - when signed for by a Party representative;
- (b) if sent by facsimile - at the expiration of two hours after the time of dispatch if dispatched before 12.00 p.m., GMT time (at the place the facsimile was transmitted to) on any Business Day; or
- (c) in case of email - at 10.00 a.m. on the next Business Day after the date of dispatch.

20. Agreement administration

20.1 This Agreement supersedes all prior agreements, arrangements and undertakings between the Parties and constitutes the entire Agreement between the Parties relating to the subject matter hereof. No statements or representations made by either Party have been relied upon by the other in agreeing to enter into this Agreement. No addition to, or modification of, or waiver of, any provision of this Agreement, and no consensual cancellation of this Agreement, shall be binding upon the Parties, unless made by a written instrument signed by a duly authorised representative of each of the Parties.

20.2 This Agreement may be executed in multiple copies, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. When all of the Parties and signatories have executed any copy hereof, such execution shall constitute the execution of this Agreement, whereupon it shall be effective.

20.3 The failure of any Party to insist upon the performance of any term or condition in this Agreement, or the failure of any Party to exercise any right or remedy under the terms of this Agreement on any one or more occasions shall not constitute a waiver of that or any other term, condition, right or remedy on that or any subsequent occasion, unless otherwise expressly provided for herein. Furthermore, Distributor shall have the right to seek equitable relief when necessary, without affecting its other rights in any way.

20.4 Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

20.5 The word 'including' shall not be construed so as to limit the following words or any list or class of items and shall be read as if written with the phrase "but not limited to" immediately following it.

20.6 This Agreement provisions shall be binding upon and inure to the benefit of each of the Parties and their respective successors and assignees. Nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any person, partnership, or corporation, other than the Parties, their successors and assignees, any benefits, or rights under or by reason of this Agreement, except to the extent of any contrary provision herein contained.

20.7 Except as specifically provided herein, nothing contained in the Agreement shall be construed to constitute either Party as a partner, joint venture, employee, or agent of the other, nor shall either Party have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor solely responsible for its own actions.

20.8 The Parties hereto represent and warrant that they possess the full and complete authority to covenant and agree as provided in this Agreement and, if applicable, to release other parties and signatories as provided herein.

20.9 If any Party hereto is a corporation, the signatory for any such corporation represents and warrants that they possess the authority and have been authorized by the corporation to enter into this Agreement.

20.10 If any provisions of this Agreement are held by a court to be unenforceable or invalid for any reason, the remaining provisions of this Agreement shall be unaffected by such holding. If the invalidation of any such provision materially alters the Agreement, then the Parties shall immediately adopt new provisions to replace those which were declared invalid.

20.11 All appendices referred to herein are incorporated by reference and are so incorporated for all purposes.

20.12 Neither Party's interest in this Agreement shall be sold, assigned, pledged, encumbered, or transferred by that Party without the written consent of the other Party.

20.13 Nothing in this Agreement shall confer on any third party any right to enforce the provisions of this Agreement and all such rights are excluded to the fullest extent permitted.

20.14 This Agreement shall be governed by and construed in accordance with the laws of Isle of Man.

21. Governing law and jurisdiction

All disputes, controversies, or claims arising out of or relating to this Agreement shall be submitted to the Isle of Man Courts. The Parties agree that Isle of Man law shall apply and that either Party may be served by the other Party by way of an e-mail sent to the email address, specified above in clause 19.1, and that both Parties hereby submit to the jurisdiction and courts of Isle of Man, and will honour any awards/judgments issued thereby. Party prevailing in any such dispute shall be awarded with its reasonable paid attorneys fees and costs.

The Parties confirm their authorisation and acceptance of this Agreement by their signatures below.



EXECUTED by the Parties hereto effective as of the day and year first written above.

Green Rock Limited by its authorized signatory, who is duly authorized to bind the entity:

Signed by:
Signature: Chris Looney
8F67D543E2114D4...
Name: Christopher John Looney

Winlink B.V. by its authorized signatory, who is duly authorized to bind the entity:

Signature: 
Guardian Corporation Curacao B.V.
Corporate Director, Represented by *
Name: Gouloud Hammoud
Date: 28 November 2025



APPENDIX A

Commercial Terms of the Agreement

1. **Setup Fee:** 0 EUR (the setup fee has been waived)

2. **License Fees – Standard Games:** 7.5% from NGR monthly
(NGR = GGR – Bonus Deduction)

3. **Bonus Deduction:** Max. 10% from GGR

**Bonus Deductions are applied only on the bonus monies paid to players via the 3 Oaks Promo tools or any other tool agreed with the 3 Oaks Account Manager.*

**Bonus reports have to be sent in the first 3 days of the month in order to be considered.*

Invoice Calculation example:

GGR = 100,000

License Fee = 7.5%

Bonus Deduction = 10%

*INVOICE VALUE = (100,000 – 100,000 * 10%) * 7.5% = 6,750*

4. **Minimum Revenue Guarantee ("MRG"):** 0 EUR (the MRG has been waived)

5. **Marketing commitments:**

6. **Premium Games:** Premium Games Fee = 2% of GGR on top of the License Fees – Standard Games

From time to time the Distributor release games with special features, games that fall under the category of Premium Games and due to their special features, will have a different Monthly License Fee applicable in comparison to the standard games – the Premium Games Fee.

**The Premium Games are found in the Premium Games category in the 3 Oaks games summary in the Client portal.*

7. **Minimum Resale Fee ("MRF"):** MRF = 9% of GGR Monthly.

Customer must resell Distributor's Online Games at the following Minimum Resale Fee based on Gross Gaming Revenue (Bets – Payouts) and before any applicable deductions are made to arrive at Net Gaming Revenue.

**Failure to comply with the contractual MRF will result in a penalty equal with 12 times the last monthly invoice towards the Customer, Penalty which the Distributor will invoice to Customer as soon as the failure is discovered.*

APPENDIX B

Restricted Jurisdictions

<u>Afghanistan</u> <u>Guinea Bissau</u> <u>Haiti</u> <u>Iran, Islamic Republic of</u> <u>Iraq</u> <u>Jamaica</u> <u>Lebanon</u> <u>Libya</u> <u>Myanmar</u> <u>Nicaragua</u> <u>North Korea</u> <u>Pakistan</u> <u>Panama</u> <u>Philippines</u> <u>Somalia</u> <u>South Sudan</u> <u>Syria</u> <u>Turkey</u> <u>Venezuela</u> <u>Yemen</u> <u>Zimbabwe</u>	<u>Australia</u> <u>Austria</u> <u>Belgium</u> <u>Croatia</u> <u>Denmark</u> <u>Germany</u> <u>Israel</u> <u>Netherlands</u> <u>Portugal</u> <u>Spain</u> <u>Switzerland</u> <u>USA</u>
---	--

