

GAME PROVIDER AGREEMENT

THIS GAME PROVIDER AGREEMENT ("Agreement") is entered into effect as of December 17, 2025 ("Effective Date"), by and between **Winlink B.V.**, a corporation incorporated under the laws of Curacao with registration number 154346, having its registered office in Kaya Richard J. Beaujon Z/N Landhuis Joonchi 2, Curaçao ("Operator"), and **Mikai Tech Ltd.**, a corporation incorporated under the laws of the state of Israel with registration number 515111003, having its registered office in 7 Metzada St., Bnei Brak, Israel ("Company"). The Operator and the Company may also be hereinafter referred to individually as a "Party", and collectively as the "Parties".

WHEREAS, Company owns all or has the necessary rights to the Games (as defined below); and **WHEREAS**, Operator owns and operates a gaming website platform (the "Platform") with registered users (the "End User(s)"); and **WHEREAS**, Company desires to grant certain rights with regard to the Games to Operator for the purpose of making them available to End Users subject to all applicable laws which apply to Operator and End Users, and Operator wishes to accept such rights to use the Games, under the terms of this Agreement, in its own Platform for the purpose of making the Games available to End Users on a non-exclusive basis and subject to the foregoing and the terms hereunder (the "Purpose").

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained the parties hereto covenant and agree as follows:

1. CONVEYANCE OF RIGHTS

- 1.1. **Grant of Rights.** Company hereby grants Operator during the Term and in accordance with the territorial restrictions set forth in **Schedule A**, a non-exclusive, non-transferable, non-assignable, revocable, and non-sublicensable right, to make available the Games to its End Users on its own Platform. For purposes of this Agreement, "Games" shall mean all games made available by Company to Operator throughout the Term.
- 1.2. **Restrictions.** Operator shall not (nor shall it permit or encourage to be done) any of the following restrictions (in whole or in part): (a) copy, sell, assign, transfer, lease, sublicense, or otherwise distribute or make available the Games to any third party except as expressly permitted in this Agreement; (b) modify, alter, adapt, arrange, or translate the Games; (c) decompile, disassemble, decrypt, reverse engineer, extract, or otherwise attempt to discover the source code or non-literal aspects (such as the underlying structure, sequence, organization, file formats, non-public APIs, ideas, or algorithms) of the Games; (d) remove, alter, or conceal any proprietary rights notices displayed on or in the Games; (e) make any derivative work of the Games, or use them to develop any games or product that is the same as (or substantially similar to) the Games; or (f) distribute or use the Games in any unlawful way.
- 1.3. **Operator Obligations.** Operator shall: (i) use the Games only in connection with the Platform and solely for the Purpose; (ii) not install or otherwise use or distribute the Games to any third party; and (iii) be solely responsible for the issuance, verification and maintenance (as applicable) at all times of all required licenses, permits and regulatory authorizations of any applicable regulator with regard to the Platform, its End Users use of the Games, and any expenses and liabilities related to or arising therefrom; and (iv) ensure that each of the Operator brands receives a dedicated partner ID from Company via Company's help desk.
- 1.4. **NOTWITHSTANDING ANYTHING TO CONTRARY IN THIS AGREEMENT OR OTHERWISE, THE OPERATOR REPRESENTS AND WARRANTS THAT IT SHALL NOT PROMOTE AND/OR ALLOW THE PROMOTION,**



OFFERING, SUPPLY, OR USE OF THE COMPANY'S GAMES, AND WHERE APPLICABLE SHALL BLOCK ACCESS IN ANY TERRITORY IT IS UNLAWFUL TO DO SO.

2. CONSIDERATION

- 2.1. In consideration for the rights granted hereunder and support of the Games, the Company shall receive share of the revenues generated in connection with the Games as set forth in Schedule B attached hereto, and any subsequent schedule (the "Consideration").
- 2.2. Within fifteen (15) days of the end of each calendar month during the Term, Company shall issue Operator with an appropriate invoice of the Consideration owed, together with a description of the amounts accrued during the previous calendar month, and Operator shall settle such invoice within ten (30) days after receipt thereof. Operator's point of contact for all billing issues shall be: invoice@winity.com
- 2.3. In the event that Operator fails to pay the invoice within such timeframe, and in addition to any other remedies available to Company, the Company shall be entitled to charge interest at 4% over the base lending rate of Bank of England from time to time. Interest on any amount not duly paid shall be payable on demand on a daily accrued basis from the due date for payment until the actual date for payment (whether before or after judgment). Any late payment by Operator shall be considered a material breach of this Agreement.
- 2.4. Each Party shall be solely liable for any expense, tax, charge or levy imposed on such Party as a result of this Agreement and/or in respect of its receipt of any sum due under this Agreement. Operator may not withhold or setoff any amounts from the Consideration for any purpose, unless expressly agreed by Company in writing.
- 2.5. The Company may, during the Term and for a period of one (1) year thereafter, to verify Operator's records relating to the payment of Consideration and the amounts of revenues generated by the Games by giving no less than seven (7) days prior written notice to Operator. The Company may, during the Term and for a period of one (1) year thereafter, verify the Operator's records relating only to the payment of the Consideration and the revenues generated by the Games, by giving no less than fourteen (14) days' prior written notice. Such verification shall be limited strictly to records necessary to confirm the accuracy of the Consideration payments under this Agreement and shall be carried out by a professionally qualified independent auditor (one of the Big Four) bound by confidentiality obligations. Operator shall provide the auditor with reasonable access, during normal business hours, to the relevant books and records at its premises. If such review reveals an underpayment of Consideration, the Company may invoice the Operator for the shortfall, which the Operator shall pay promptly. If the underpayment exceeds five percent (5%) of the amounts due for the audited period, the Operator shall also reimburse the Company for the actual and reasonable cost of the audit.

3. SUPPORT SERVICES

- 3.1. The Company shall provide support services in connection with the Games, in accordance with the Company's Service Level Agreement attached hereto as Schedule "C" ("SLA").
- 3.2. It is acknowledged and agreed that all of the Company's obligations hereunder (including the integration and any service or duty relating to Games, including the support services may be conducted remotely by the Company from its facilities. In the event that, as a result of carrying out any of the Company's duties or obligations hereunder, there should be a need for any of the Company's personnel to travel to any of Operator's or other facilities, Operator shall bear such reasonable costs

and expenses associated with such travelling (including airfare, board and lodging), which have been approved in advance by the Operator.

4. INTELLECTUAL PROPERTY

- 4.1. As between the Parties, Company is, and shall be, the sole and exclusive owner of all intellectual property rights in and to: (a) the Games and all related software and intellectual property therein; and (b) any and all improvements, derivative works, and/or modifications of/to the foregoing, regardless of inventorship or authorship. Operator shall make, and hereby irrevocably makes, all assignments necessary or reasonably requested by Company to ensure and/or provide Company the ownership rights set forth in this paragraph. Nothing herein constitutes a waiver of Company's intellectual property rights under any law.
- 4.2. Any Game created with exclusive branding and/or third-party intellectual property provided by Operator (or on its behalf) shall be prepared subject to the execution of an addendum between Company and the Operator detailing the rights and responsibilities of each Party. Provided that in any event, Company disclaims any responsibility or liability concerning such games or use of any third-party intellectual property, and Operator shall indemnify and hold Company harmless against any claims related to such games or use.
- 4.3. Each Party grants to the other Party a limited, non-exclusive, non-transferable right to use its trademarks and trade names solely as necessary for the other Party to perform its obligations under this Agreement, subject to prior written approval for any public use.

5. CONFIDENTIALITY

- 5.1. Each Party may have access to certain non-public information and materials of the other Party, in any form or media, including without limitation trade secrets and other information related to the products, software, technology, data, know-how, or business of the other Party, and any other information that a reasonable person should have reason to believe is proprietary, confidential, or competitively sensitive (the "Confidential Information"). Each Party shall take reasonable measures, at least as protective as those taken to protect its own confidential information, but in no event less than reasonable care, to protect the other Party's Confidential Information from disclosure to a third party.
- 5.2. The receiving Party's obligations under this Section **Error! Reference source not found.**, with respect to any Confidential Information of the disclosing Party, shall not apply to and/or shall terminate if such information: (a) was already lawfully known to the receiving Party at the time of disclosure by the disclosing Party; (b) was disclosed to the receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the receiving Party has become, generally available to the public; or (d) was independently developed by the receiving Party without access to, use of, or reliance on, the disclosing Party's Confidential Information. Neither Party shall use or disclose the Confidential Information of the other Party except for performance of its obligations under this Agreement. The receiving Party shall only permit access to the disclosing Party's Confidential Information to its respective employees, consultants, affiliates, agents and subcontractors having a need to know such information in connection with the Purpose, who either (i) have signed a non-disclosure agreement with the receiving Party containing terms at least as restrictive as those contained herein; or (ii) are otherwise bound by a duty of confidentiality to the receiving Party at least as restrictive as the terms set forth herein; in any event, the receiving Party shall remain liable for any acts or omissions of such persons.

- 5.3. The receiving Party will be allowed to disclose Confidential Information to the extent that such disclosure is required by law or by the order of a court or similar judicial or administrative body, provided that it promptly notifies the disclosing Party in writing of such required disclosure to enable disclosing party to seek a protective order or otherwise prevent or restrict such disclosure and cooperates reasonably with disclosing Party in connection therewith. All right, title, and interest in and to Confidential Information is and shall remain the sole and exclusive property of the disclosing Party.

6. REPRESENTATIONS AND WARRANTIES; DISCLAIMERS

- 6.1. Each Party represents and warrants that it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization; and that the execution and performance of this Agreement will not conflict with other agreements to which it is bound or violate applicable law.

- 6.2. Operator hereby represents and warrants to the Company that:

6.2.1. it has good and sufficient capacity, power, authority and right to enter into, execute and deliver this Agreement, to complete the transactions contemplated hereby and to duly observe and perform the covenants and obligations contained herein; and

6.2.2. it has authority and has obtained and shall maintain in effect during the Term any and all federal, state, provincial, municipal and/or other governmental authorizations, approvals or licenses, including of any regulators, as are necessary (compulsory or otherwise) for exercising its obligations under this Agreement and bear all the related fees.

6.2.3. neither it nor any of its Ultimate Beneficial Owners ("UBO") are subject to any form of regulatory or territorial sanctions, including but not limited to trade restriction lists of the US, EU, Switzerland and the UK, as updated from time to time (collectively, "Trade Restrictions"). Any breach or foreseen breach of this Section shall grant the Company the right for immediate termination of this Agreement.

- 6.2.4. The Company warrants to the Operator that:

- (a) The Games will perform in all material respects in accordance with the accompanying documentation and specifications.
- (b) The Games are, to the best of Company's knowledge, free from known viruses, trojans, or malicious code as of the delivery date.
- (c) The Company shall perform all services under this Agreement using commercially reasonable skill, care, and diligence, and with appropriately trained personnel.

- 6.3. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE GAMES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, OPERABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY AND ITS AFFILIATES EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABLE QUALITY, EFFECTIVENESS, COMPLETENESS, ACCURACY, AND FITNESS FOR A PARTICULAR PURPOSE.

7. INDEMNIFICATION

- 7.1. The Parties agree to indemnify and hold harmless, and agree to defend, each other against any third-party claim or action (from a private or governmental entity) brought against them and/or any of their parent, subsidiary or affiliated companies, its or their directors, officers, employees, licensees, assigns or independent contractors (all of the foregoing, together: "Indemnitees"), from and against any and all claims, actions, losses, liabilities, damages, costs and expenses (including legal fees and costs) arising out of or in connection with any breach of any representation or warranty, made by a Party herein.
- 7.2. The indemnified Party shall: (i) promptly notify the indemnifying Party of any claim, (ii) provide the indemnifying Party with all necessary assistance, information, and authority to defend the claim; and (iii) not make any settlement, admission, or compromise in respect of such claim without the indemnifying Party's written consent.

8. LIMITATION OF LIABILITY

- 8.1. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY AND/OR ANY OF ITS INDEMNITEES FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES, OR ANY LOSS OF PROFITS, REPUTATION, DATA OR DATA USE, BASED ON CONTRACT, TORT OR OTHER LEGAL THEORY, FORESEEABLE OR UNFORESEEABLE, WHICH MAY ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF WHETHER THE COMPANY HAS BEEN APPRISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OCCURRING.
- 8.2. EITHER PARTY'S CUMULATIVE TOTAL LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE CONSIDERATION ACTUALLY PAID TO COMPANY DURING THE SIX (6) MONTHS PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM.
- 8.3. THE LIMITATIONS SET OUT IN SECTION 8.2 SHALL NOT APPLY TO: (i) EITHER PARTY'S LIABILITY FOR FRAUD OR WILFUL MISCONDUCT; (ii) OPERATOR'S BREACH OF ITS PAYMENT OBLIGATIONS; OR (iii) BREACH OF CONFIDENTIALITY OR INTELLECTUAL PROPERTY RIGHTS

9. TERM AND TERMINATION

- 9.1. This Agreement shall commence as of the Effective Date and shall remain in effect for a period of 12 months (the "Initial Term"). Thereafter, the Agreement will be automatically renewed for successive one (1) year periods, under the same terms (each, a "Renewal Term", and together with the Initial Term, the "Term"), unless terminated by either Party no less than sixty (60) days prior to the expiration of the Initial Term or any Renewal Term (as applicable).
- 9.2. this Agreement may be terminated:
 - 9.2.1. Immediately by either Party upon the material breach of this Agreement by the other Party which has not been cured within thirty (30) days of receipt of notice from the other Party.
 - 9.2.2. By Company upon a thirty (30) day prior written notice to the Operator;
 - 9.2.3. Immediately if the other Party: (a) makes an assignment for the benefit of creditors or petition or apply to any tribunal for the appointment of a custodian, receiver or trustee for it or a substantial part of its assets; or (b) commences any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect, or (c) shall have had any such petition or application filed or any such proceeding commenced against it that is not dismissed within forty five (45) days; or (d) shall indicate, by any act or intentional and purposeful omission, its consent to, approval of or acquiescence in any such petition, application, proceeding or order for relief or the appointment

of a custodian, receiver or trustee for it or a substantial part of its assets; or (e) shall suffer any such custodianship, receivership or trusteeship to continue undischarged for a period of forty five (45) continuous days or more.

- 9.3. Upon the termination of this Agreement for any reason: (a) Operator shall immediately cease to use the Games and shall refrain from exercising any of the rights granted to Operator in this Agreement; (b) Operator shall return or delete to the Company, all copies of the Games and any Company Confidential Information in its possession or control, and provide the Company with a certificate signed by the chief executive officer of Operator attesting the foregoing; and (c) pay any amounts owed to Company prior to the termination of this Agreement. For the avoidance of doubt, termination of this Agreement shall not require any compensation or damages to be paid by the terminating Party to the other Party, nor shall it affect either Parties accrued rights or liabilities.
- 9.4. Any provisions hereof which expressly or by their nature are required to survive termination or expiration of this Agreement in order to achieve their purpose, and in particular Sections **Error! Reference source not found.**, **Error! Reference source not found.**, 5, 6.3 7, 8, 9.3 or 10 shall so survive.

10. GENERAL

- 10.1. Independent Contractors. The relationship between the Company and Operator is that of independent contractors. Neither Party, nor its agents, partners, or its employees, shall be deemed to be the agents, partners, or employees of the other party. Neither Party shall have the right to bind the other party, transact any business in the other Party's name or in its behalf or incur any liability for or on behalf of the other Party, and each party shall remain an independent contractor and responsible for its own actions.
- 10.2. Publicity. The Parties (and their affiliates, employees, agents and consultants) shall not without the prior written consent of the other Party issue any press releases, articles, brochures, advertisements, prepared speeches or other public announcements related to this Agreement and/or to their relationship with the other Party, nor use its logo, name, trademarks or tradenames.
- 10.3. Entire Agreement. This Agreement, and any schedules, annexes or exhibits attached or referred hereto, represent the entire agreement between the Parties concerning the subject matter hereof, and hereby replace all prior and contemporaneous oral or written understandings and statements, and may be amended or modified only by a written agreement executed by both Parties.
- 10.4. Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the state of Malta without regard to conflict of law's provisions thereof.
- 10.5. Dispute Resolution. All disputes arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be finally settled by binding arbitration under the rules of arbitration of the Malta Arbitration Centre ("Rules"), by one arbitrator appointed in accordance with the said Rules, unless the claim is above One Hundred Thousand Euros (€100,000), in which case the dispute will be decided by a panel of three arbitrators. In the latter case, each Party shall nominate one arbitrator, the claimant in his request for arbitration and the respondent in his answer, for confirmation by the Malta Arbitration Centre. If a Party fails to nominate an arbitrator, the selection and appointment of the arbitrator shall be made by the Malta Arbitration Centre. Both arbitrators shall agree on the third arbitrator within 30 days after their appointment. Should the two arbitrators fail to reach agreement on the third arbitrator within the 30 days period, the Malta Arbitration Centre shall select and appoint the third arbitrator. The place of arbitration shall be Valletta, Malta. The language to be used in the arbitration proceeding shall be English. Nothing in this

Agreement shall preclude either Party from seeking interim measures of protection in any court of competent jurisdiction.

- 10.6. **Waiver.** The failure of either Party to enforce any rights granted hereunder or to take action against the other Party in the event of any breach shall not be deemed a waiver by that Party as to subsequent enforcement or actions in the event of future breaches. A waiver by either Party of any term or condition of this Agreement or any breach thereof, in any instance, shall not be deemed or construed to be a waiver of such term or condition or any subsequent breach thereof.
- 10.7. **Force Majeure.** Neither Party shall be responsible for delay in performing any obligation under this Agreement within the time limit required for such performance, due to Force Majeure affecting that Party provided that notice thereof is given to the other Party within ten (10) days after such event has occurred. The term "Force Majeure" in respect of a Party means an event beyond the reasonable control of that Party without the fault or negligence of that Party, including (without limitations) acts of God, fire, flood or storm damage, earthquakes, labor disputes, war, riot, acts of terror.
- 10.8. **Assignment.** The rights and obligations of Operator under this Agreement may not be assigned, in whole or in part, by operation of law or otherwise, without the prior express written consent of the Company. Company may assign this Agreement without limitation. Any attempted assignment of rights, duties, or obligations hereunder, except in accordance with this Agreement, shall be null and void.
- 10.9. **Notices.** Notices to either Party shall be deemed given (a) four (4) business days after being mailed by airmail, postage prepaid, (b) the same business day, if dispatched by facsimile or electronic mail before 13:00 hour (Israel time) and sender receives acknowledgment of receipt, or (c) the next business day, if dispatched by facsimile or electronic mail after the hour 13:00 (Israel time) and sender receives acknowledgment of receipt.
- 10.10. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect and such provision shall be reformed only to the extent necessary to make it enforceable.
- 10.11. **Counterparts.** This Agreement may be executed in electronic counterparts, each of which counterpart, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

Winlink B.V.

By: Guardian Corporation Curacao B.V.

Name: Gouloud Hammoud

Title: Managing Director

Date: 17 December 2025



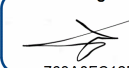
Mikai Tech LTD

By: Lior Shvartz

Name:

Title: Director

Date: 12/29/2025

DocuSigned by:

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SCHEDULE "A"

Restricted Territories

The Company does not currently hold and is not intending to hold any licenses and thus any jurisdiction which requires the Company and/or the manufacturer of the Games to hold a license, is a Restricted Territory in which the Operator may not put or allow the Games for use.

"Restricted Territories" are any territory in which it is illegal to operate the Games or that requires a special regulatory agreement which is not held by the relevant parties (included as prescribed hereinabove), including without limitation: Afghanistan, Albania, Algeria, Angola, Antigua and Barbuda, Australia, France and its territories, Greece, Hong Kong, Israel, Iran, Lebanon, Lithuania, Macau, Malta, North Korea, Peru, Philippines, Poland, Saudi Arabia, Singapore, South Korea, Syria, Romania, UK, USA and its territories, Yemen, and any country or territory that is or the government of which is at any time subject to, or the target of economic or financial sanctions or trade embargoes administered by OFAC and/or the United Nations Security Council.

The list of Restricted Territories may be amended or adjusted from time to time by the Company, in its sole discretion, upon a written notice to the Operator.



Schedule "B"

Consideration

1. Gross Gaming Revenue (GGR) means Bets minus Wins. For the purposes of this Agreement:

Bets means the total amount wagered on the Games by End Users;

Gross Gaming Revenue (GGR) Bets minus Wins; and

Wins means total amount won by End Users playing the Games.

1. Distributor shall pay the Company a monthly revenue share equal to seven percent (7%) of the Gross Gaming Revenue (GGR) generated from the Company's Games under the 'Spinomenal' and 'Retro Games' brands, and any future brand titles.
2. In the event that the GGR of any Game or brand in any calendar month is a negative amount, then that amount shall be zeroed and shall not be offset against any future sums owed to Company or any negative amounts in the same calendar month generated by other Games, or any other websites managed by Operator.
3. All positioning discounts provided by the Company shall be deducted from the GGR, for the purpose of revenue share calculation. No other deduction shall be included in the calculation of Gross Gaming Revenue, expressly including (but not limited by) any processing fees, set-off, withholding or other deductions. Each Operator brand shall be calculated separately.
4. The Operator shall notify Company of any End User winnings in the Games in excess of Ten Thousand Euros (€10,000 EURO).
5. For the avoidance of doubt, in case of any test users' earnings or losses, for such verified test users ("Test Users") to be excluded of the relevant Consideration for GGR amount, details of any such Test Users must be provided and approved in advance by Company.
6. For the avoidance of doubt, the Company's free spins solution is not included herein, and the Operator may not provide free spins to End-Users ("Free Spins") without the Company's prior written approval. Notwithstanding anything to the contrary in the above-mentioned, if the Company approves so, the Operator may offer free spins to End-Users in accordance with further instructions provided by the Company.



Schedule "C"
SERVICE LEVEL AGREEMENT for the Games

This service level agreement ("SLA") forms a part of the Game Provider Agreement (the "Agreement") and describes the service levels of the services which will be hosted, delivered, and maintained by the Company.

DEFINITIONS

"Defect" means a material flaw or non-conformity that renders the Games faulty.

"Defect Correction" means either a bug fix, work-around, patch, or other modification or addition that resolves (whether temporarily or permanently) the defect in the Game;

"High Priority Defect" means a defect that renders the Games inoperative or causes a complete failure of the Game in such a way that it is completely unavailable for the End-Users. For example: End-Users cannot access the online gaming system or any substantial parts thereof which are crucial for its operation, such as the Games;

"Medium Priority Defect" means a defect that substantially degrades the operation, function or performance of the Games. For example: the Operator's remote management system, progressive jackpot or login for new End-User is completely inoperative;

"Low Priority Defect" means a defect that causes only a minor impact on the End-User's use of the Games, and which is not a High Priority Defect or a Medium Priority Defect. For example: minor design flaws, spelling mistakes.

"Notification" means notification by either party of a Defect via Company's help desk.

SUPPORT SERVICES

The Company's technical support personnel shall be available to the Operator to answer technical questions in relation to the Games via Company's helpdesk.

SERVICE LEVELS

Company shall use its best endeavours to correct any defect reported by the Operator in accordance with the applicable priority levels below, within the requested timeframe below:

High Priority Defect	Acknowledgement of Defect and request for details: Immediate. Initial analysis and production of action plan: Target time 3 hours from Acknowledgement of Notification. Defect source identification: Target time 4 hours from Acknowledgement of Notification. Efforts are continuous until complete. If a Defect Correction is feasible and appropriate: Target time 4 hours from Acknowledgement of Notification. Efforts are continuous until complete. If a Defect Correction is not available or appropriate: Target time 6 hours from Acknowledgement of Notification to provision of a Defect Correction. Initially, Company shall implement a Defect Correction. Company will provide permanent Defect Corrections for High Priority Defects in the next planned maintenance release after the Defect Correction has been implemented.
Medium Priority Defect	Acknowledgement of Notification and request for Defect details: Target time 6 hours from Notification. Initial analysis and production of action plan: Target time 24 hours from Acknowledgement of Notification. Defect source identification: Target time 60 hours from Acknowledgement of Notification. Initially, Company will implement a Defect Correction. Company will provide permanent

	Defect Corrections for Medium Priority Defects in the next planned maintenance release after the Defect Correction.
Low Priority Defect	Company shall provide a Defect Correction in the next Upgrade.



SCHEDULE "D"*Data Processing Addendum*

This Data Processing Addendum ("Addendum") forms an integral part of the Game Distribution Agreement ("Agreement") by and between Winlink B.V., ("Distributor", or "Data Controller") and Mikai Tech Ltd. ("Company", or "Data Processor") and applies to the extent that Company processes Personal Data, or has access to Personal Data, in the course of its performance of its obligations under the Agreement. Distributor and Company may also be referred to herein each as a "Party" and collectively as the "Parties".

Distributor shall qualify as the Data Controller and Company shall qualify as the Data Processor, as these terms are defined under Data Protection Laws. All capitalized terms not defined herein shall have the meaning set forth in the Agreement.

1. Definitions

- a. "Data Controller", "Data Processor", "Personal Data" "Personal Data Breach", "data subject", "process", "processing" shall have the meanings ascribed to them in the Data Protection Laws.
- b. "Data Protection Laws" means (i) Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data (General Data Protection Regulation) ("GDPR"); and (iii) any applicable laws of the European Union their Member States, UK and Switzerland applicable to the Processing of Personal Data under the Agreement.
- c. "EEA" means those countries that are member of the European Economic Area.
- d. "Security Measures" mean commercially reasonable security-related policies, standards, and practices commensurate with the size and complexity of Company's business, the level of sensitivity of the data collected, handled and stored, and the nature of Company's business activities.
- e. "Standard Contractual Clauses" mean the applicable module of the standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council from June 4th, 2021.
- f. "Sub-Processors" mean any Affiliate, agent or assign of Company that may process Personal Data pursuant to the terms of the Agreement, and any unaffiliated processor engaged by Company.

2. Compliance with Laws

- a. Each Party shall comply with its respective obligations under the Data Protection Laws.
- b. Company shall provide reasonable cooperation and assistance to Distributor in relation to Company's processing of Personal Data in order to allow the Distributor to comply with its obligations as a Data Controller under Data Protection Laws.
- c. Company agrees to notify Distributor promptly if it becomes unable to comply with the terms of this Addendum and take reasonable and appropriate measures to remedy such non-compliance.

3. Processing Purpose and Instructions

- a. The subject-matter of the processing, duration of the processing the nature and purpose of the processing, the type of Personal Data and categories of data subjects, shall be as set out in **Appendix 1** of this Addendum.



- b. Company shall process Personal Data only to deliver the Games in accordance with Distributor's written instructions, the Agreement, and the Data Protection Laws, unless Company is otherwise required by law to which Company is subject (and in such a case, Company shall inform Distributor of that legal requirement before processing, unless that law prohibits such information disclosure on grounds of public interest).
- c. Processing any Personal Data outside the scope of the Agreement will require prior written agreement between Company and Distributor by way of written amendment to the Agreement which may include additional fees that may be payable by Distributor to Company for carrying out such instructions.

4. Reasonable Security and Safeguards

- a. Company shall maintain the Security Measures for the protection of the security, confidentiality, and integrity of the Personal Data pursuant to Articles 32 to 36 of the GDPR, as further detailed in Appendix 2 of this Addendum. Company shall reasonably demonstrate compliance with such Security Measures upon Distributor's written request.
- b. The Security Measures are subject to technical progress and development and Company may update or modify the Security Measures from time to time provided that such updates and modifications do not result in the degradation of the overall security of the Company's Software.
- c. Company shall take reasonable steps to ensure the reliability of its staff and any other person acting under its supervision who have access to and process Personal Data. Company shall ensure that persons authorized to process Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

5. Cooperation and Assistance

- a. If Company receives any requests from data subjects or applicable data protection authorities relating to the processing of Personal Data hereunder, including requests from data subjects seeking to exercise their rights under Data Protection Laws, Company will promptly redirect the request to Distributor. Company will not respond to such communication directly without Distributor's prior written approval, unless legally compelled to do so. If Company is required to respond to such a request, Company will notify Distributor and provide Distributor with a copy of the request, unless legally prohibited from doing so.
- b. If Company receives a legally binding request for the disclosure of Personal Data which is subject to this Addendum, Company shall (to the extent legally permitted) notify Distributor upon receipt of such order, demand, or request. Notwithstanding the foregoing, Company will cooperate with Distributor with respect to any action taken pursuant to such order, demand, or request, including ensuring that confidential treatment will be accorded to such disclosed Personal Data.
- c. Upon reasonable notice, Company shall provide reasonable assistance to Distributor in:
 - i. allowing data subjects to exercise their rights under the Data Protection Laws;
 - ii. ensuring compliance with any notification obligations of Personal Data Breaches to the supervisory authority, as required under Data Protection Laws;
 - iii. Ensuring compliance with its obligation to carry out Data Protection Impact Assessments ("DPIA") or prior consultations with data protection authorities with respect to the processing of Personal Data. Any assistance to Distributor with regard to the DPIA, or prior consultations will be solely at Distributor's cost and expense.

6. Use of Sub-Processors

- a. Distributor hereby provides a general authorization to Company to appoint (and permit each Sub-Processor appointed in accordance with this section to appoint) Sub Processors in accordance with this Section.
- b. Company may continue to use those Sub Processors already engaged by Company as at the date of this Agreement, subject to Company in each case as soon as practicable meeting the obligations set out in this Section. A list of the Company's current Sub Processors and Transfers is attached as **Appendix 3**.
- c. Company can appoint new Sub-Processors provided that Company provides seven (7) days' prior notice, and the Distributor does not legitimately object to such changes within that timeframe. Legitimate objections must contain reasonable grounds relating to the appointment of the Sub-Processor, specifically any non-compliance with Data Protection Laws. In the event of such objections, Company shall either refrain from using such Sub-Processor in the context of the processing of Personal Data or shall notify Distributor of its intention to continue to use the Sub-Processor. Where Company notifies Distributor of its intention to continue to use the Sub-Processor in these circumstances, Distributor may, by providing written notice to Company, terminate the Agreement immediately.
- d. With respect to each Sub Processor, Company shall ensure that the engagement between Company and the Sub Processor is governed by a written contract including terms which offer at least the same level of protection as those set out in this Addendum and meet the requirements of article 28(3) of the GDPR.
- e. Company will be responsible for any unlawful acts or omissions by its Sub-Processors, which may cause Company to breach any of its obligations under this Addendum.

7. Personal Data Breach

- a. Company will notify Distributor without undue delay and will provide relevant information relating to the Personal Data Breach as reasonably requested by Distributor.
- b. Company shall make reasonable efforts to identify the cause of such Personal Data Breach and take those steps as Company deems necessary and reasonable in order to remediate the cause of such a Personal Data Breach. Furthermore, Company will cooperate and assist the Distributor in mitigating, where possible, the adverse effects of any Personal Data Breach.

8. Security Assessments and Audits

- a. Company shall, no more than once a year and upon written notice and subject to obligations of confidentiality, allow its data processing procedures and documentation to be inspected by Distributor (or its designee) during regular business hours in order to ascertain compliance with this Addendum. Company shall cooperate in good faith with audit requests by providing access to relevant knowledgeable personnel and documentation.
- b. At Distributor's written request, and subject to obligations of confidentiality, Company may satisfy the requirements set out in this section by providing Distributor with a copy of a written report so that Distributor can reasonably verify Company's compliance with its obligations under this Addendum.

9. International Data Transfers

- a. Company may transfer Personal Data of residents of the EEA or Switzerland outside the EEA ("Transfer"), only subject to the following: (i) the Transfer is necessary for the purpose of Company carrying out its

obligations under the Agreement or is required under applicable laws; and (ii) the Transfer is done in accordance the Data Protection Laws.

- b. To the extent necessary under the Data Protection Laws, the Parties shall be deemed to enter into the Standard Contractual Clauses, and the details set forth in Appendix 4 shall be incorporated therein, in which event the Distributor shall be deemed as the Data Exporter and the Company shall be deemed as the Data Importer (as these terms are defined therein);

10. Data Retention and Destruction

Company will only retain Personal Data for the duration of the Agreement or as required from its obligations under the Agreement. Following expiration or termination of the Agreement, Company will delete all Personal Data in its possession as provided in the Agreement except to the extent Company is required under applicable law to retain the Personal Data (in which case Company will implement reasonable measures to prevent the Personal Data from any further processing). The terms of this Addendum will continue to apply to such Personal Data.

11. General

- a. Any claims brought under this Addendum will be subject to the terms and conditions of the Agreement.
- b. In the event of a conflict between the Agreement (and any document referred to therein) and this Addendum, the provisions of this Addendum shall prevail.
- c. Any changes to this Addendum shall be done upon the mutual written agreement of Distributor and Company, provided that neither party shall unreasonably withhold its agreement to such change, if the change is required to comply with Data Protection Laws, a court order or guidance issued by a governmental regulator or agency, and further provided that such change does not: (i) seek to alter the categorization of the Company as the Data Processor; (ii) expand the scope of, or remove any restrictions on, either Party's rights to use or otherwise process Personal Data; or (iii) have a material adverse impact on Distributor.



Appendix 1

Details of the Processing

1.1 Subject matter

Company will process Personal Data as necessary to provide the Games pursuant to the Agreement.

1.2 Nature and Purpose of Processing

Providing the Games to Distributor and performing its obligations pursuant to the Agreement.

1.3 Duration of Processing

Company shall process Personal Data for the duration of the Agreement, unless otherwise agreed upon in writing.

1.4 Type of Personal Data

Country Data, Currency Data, IP Address, Player ID, and any other information agreed upon between the Parties.

1.5 Categories of Data Subjects

1.6 Distributor's End Users/customers.



Appendix 2**Security Measures**

Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the Company shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including, *inter alia*:

1. the pseudonymisation and encryption of Personal Data;
2. the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
3. the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;
4. a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.

Appendix 3**Sub-Processors and Transfers**

Name	Nature of the services/Processing Activities	Duration of the processing activities	Transfer Mechanism (as applicable)
AWS Ireland	Cloud-based data storage	Duration of the Agreement, unless otherwise required by Applicable Law.	
Panda Bluemoon Ltd. – 7 Metzada St., Bnei Brak, Israel.	Technical support		EU Commission's decision on the adequate protection of personal data by the State of Israel
Valinor Ltd. 20 HaMagshimim St., Petah Tikva, Israel	Database support		EU Commission's decision on the adequate protection of personal data by the State of Israel

Appendix 4

Standard Contractual Clauses Details

1. If Distributor is a Controller – the Parties shall be deemed to enter into the Controller to Processor Standard Contractual Clauses (Module Two); if Distributor is a Processor – the Parties shall be deemed to enter into the Processor to Processor Standard Contractual Clauses (Module Three).
2. This Appendix sets out the Parties' agreed interpretation of their respective obligations under Module Two or Module Three of the Standard Contractual Clauses (as applicable).
3. The Parties further agree that for the purpose of transfer of Personal Data between the Distributor (Data Exporter) and the Company (Data Importer), the following shall apply:
 - 3.1. Clause 7 of the Standard Contractual Clauses shall not be applicable.
 - 3.2. In Clause 9, option 2 shall apply.
 - 3.3. In Clause 11, the second optional paragraph shall not be applicable.
 - 3.4. In Clause 17, option 1 shall apply. The Parties agree that the clauses shall be governed by the law of the state of Malta within the EU.
 - 3.5. In Clause 18(b) the Parties choose the courts of the state mentioned in section 3.4 above as their chosen forum.
4. Identification of Parties: "Data Exporter": the Distributor; "Data Importer": the Company.
5. Details of Processing – as detailed in Appendix 1

