

GAME PROVISION AGREEMENT

This **GAME PROVISION AGREEMENT** (this “**Agreement**”) is entered into force on the date of the last signature and made between:

N-Serve Ltd., having its registered office at Building SCM 01, Level 2, Unit 203, Smartcity Malta, Ricasoli, Kalkara SCM1001, MALTA, Company Registration Number: C 51326, (“**LICENSOR**”) and

Winlink B.V., having its registered office at Kaya Richard J. Beaujon Z/N Landhuis Joonchi 2, CURACAO, Company Registration Number: 154346 (“**LICENSEE**”).

Each of **LICENSOR** and **LICENSEE** are hereinafter jointly referred to as the “**PARTIES**”.

1. PREAMBLE

1.1. This Agreement sets out the terms and conditions governing the non-exclusive license of **AMATIC** Games by **LICENSOR** to the **LICENSEE** for use in operating its interactive gaming business. The Websites through which the licensed games will be offered to End Users by **LICENSEE** are defined in Appendix C.

1.2. **LICENSOR** is the holder of a relevant and appropriate Gaming Licence, as further described under clause 2. Definitions.

1.3. **LICENSOR** hereby declares that it's the holder of a non-exclusive, transferable world-wide right to sub-license the Games as set out in this Agreement.

1.4. **LICENSEE** is an Online Casino operator offering online gaming and gambling services to End Users via its Website(s).

1.5. **LICENSEE** now wishes to obtain, and **LICENSOR** intends to provide **LICENSEE** with access to the Game(s) as further described in this Agreement to use and make the **AMATIC** Games available to End Users in **LICENSEE**'s Online Casino business via its Websites.

2. DEFINITIONS

For the purposes of this Agreement, the following Capital terms and expressions have the meaning set forth below:

“**Agreement**” means this Game Provision Agreement and any and all Schedules, Appendix and Amendments attached hereto with the consent of, and duly signed by both Parties.

“**API**” means Application Program Interface, that is, the communication protocol used for communication between **LICENSOR**'s Games and other computer systems, such as user databases etcetera.

“Casino Games”, “AMATIC Games” or “Games”, means games which were built, programmed or otherwise developed by AMATIC Industries GmbH (“AMATIC”) and Games for which AMATIC is the sole holder of intellectual property rights or such replacement or other games as agreed by the Parties in writing and designated by LICENSOR from time to time.

“Confidential Information”, means: all data or information communicated by or in the name of one of the Parties (Disclosing Party) to the other Party (Receiving Party), to its personnel or to its subcontractors, that is not generally known or disclosed to the public, in whatever form (electronic, written or verbal), at the time or the place when the Confidential Information is communicated and which includes in particular without this being exclusive:

- (i) all information (of whatever nature and however recorded or preserved, but especially and without limitation Game design characteristics, Application Program Interface (API) specification, pricing and marketing information and software whether source or object code) which: (a) is marked as or has been otherwise indicated to be confidential; or (b) is valuable to a Party because it is confidential; or (c) would be regarded as confidential by a reasonable business person;
- (ii) the terms of this Agreement and the negotiations relating to it;
- (iii) information relating to Intellectual Property, and Intellectual Property Rights, owned or used or exploited by a Party and training courses and materials and know-how relating thereto;

except to the extent that such information: (a) is already in or has fallen into the public domain at the time of disclosure or enters the public domain otherwise than by a breach of any obligation of confidentiality; or (b) was lawfully in the receiving Party's possession prior to disclosure by the other Party; or (c) has been subsequently received by a Party from a third Party that has no obligations of confidentiality; (d) is required to be disclosed by a Party under any applicable law or at the request of any competent regulatory or government authority, provided, however, that the receiving Party shall provide prompt prior written notice thereof to the disclosing Party, in order to enable it to seek a protective order or otherwise prevent or contest such disclosure and reasonably cooperates with the disclosing Party in attempting to limit or prevent such required disclosure or (e) it was developed independently by the Receiving Party or by one of its related companies.

“Data Processor” has the same meaning as the definition of ‘processor’ as defined in the GDPR. For the Personal Data that will be processed for the provision of this Agreement, LICENSOR is the Data Processor.

“Data Controller” has the same meaning as the definition of “controller” as defined in the GDPR. For the Personal Data that will be processed for the provision of this Agreement, LICENSEE is the Data Controller.

“Data Protection Authority” means the relevant authority or commission which regulates the collection and/or processing of Personal Data in the jurisdiction of each End User.

“End User(s)” means any user(s), players and/or visitors of LICENSEE's online gaming and gambling services.



“End User Software” means such software as is downloaded by an End User when playing the Games, whether stored on the End User’s computer terminal or device or not.

“Gaming Licence” means a relevant and appropriate Gaming Licence, issued by a competent regulatory body, which is duly valid, at the time of the signing of this Agreement and for the duration of its term, in the jurisdiction and for any activities for which AMATIC Games are going to be used in accordance with this Agreement.

“Gaming Tax”, means the gaming tax or equivalent charge incurred by the LICENSEE directly and/or indirectly related to the operation of the Games payable by the LICENSEE to the government and/or Competent Authority.

“GDPR” means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), as applicable as of 25 May 2018, and any subsequent amendments thereto.

“Intellectual Property (Rights)”, includes, but is not limited to, general inventions, designs, processes, formulae, notations, improvements, all financial information of LICENSOR, know-how, goodwill, reputation, moulds, get-up, logos, devices, marks, charts, plans, models, mask designs, and graphic displays, photographs, digital and other artworks, sequences of digital or photographic images both coded and visual, sounds however stored or played, and all other copyright works, and in relation to the Games particularly and without limitation, the source code and architecture of the Games, look and feel of the Games, and trade secrets including details of performance or design of the Games or any part thereof.

“Licence Fee” means the monthly license fee payable pursuant to this Agreement to be calculated based on the Monthly Gross Income generated by the Games. The License Fee shall be calculated as set out in Appendix A.

“Monthly Gross Income” or **“Gross Gaming Revenue”**, also referred to as **“GGR”** for all Games shall be an amount equal to the total nominal or face value of the Wagers and/or Bets placed on the Games during a calendar month less the total Winnings as a result of those wagers.

Whereas:

- Bets, also referred to as Wagers, mean the total amount wagered on the Games during the calendar month.
- Winnings mean the total amount of winning paid to the End Users from the Games during the calendar month.

“Monthly Net Income” or **“Net Gaming Revenue”**, also referred to as **“NGR”** means GGR less 10% allowance for bonus pay-outs, meaning all the sums of bonuses offered by the LICENSEE to the End Users on the Amatic Games during a calendar month.

“Personal Data” has the same meaning as the definition as defined in the GDPR.



"Platform", means the "MRGS" platform used by LICENSOR and on which the Games are run.

"Real Money Wager" means wagers using money of any official fiat currency, virtual money (such as Bitcoins) or any other Token or Credit with monetary value.

"System", means the proprietary software (which includes all current releases and Upgrades) provided to the LICENSEE by or on behalf of LICENSOR, including without limitation, the End User Software, the system all ancillary and supporting matter including all other administration and financial processing and monitoring systems, application programming interfaces, and any backoffice software and tools, and any instructions, training notes and information, maintenance and operating information, oral or otherwise.

"Trade Marks", means LICENSOR's or its LICENSOR's trademarks whether registered or at common law, including but not limited to Game names, logos, slogans and images.

"Upgrade", means any:

- (i) change or amendment to, or upgrade or new version of the Games; and
- (ii) any new release of the Games.

"Website" means LICENSEE's Online Casino websites as specified in Appendix C. Those websites and/or applications are providing online gaming and gambling services to End Users and require a valid Gaming License.

3. LICENCE AND PRICE

3.1. LICENSOR hereby grants to the LICENSEE, on the terms of and subject to this Agreement, a non-exclusive, non-transferable and personal licence to: Make the Games available to End Users in the Online Casino of LICENSEE. The licence is granted to the LICENSEE with its beneficial ownership as disclosed to LICENSOR at the time of signing, and is conditional thereupon.

3.2. The Licence Fee for the Licence of Games is specified in Appendix A.

3.3. The Games are licensed for the use on the Websites of LICENSEE, effective with the date of the last signature of this Agreement. The Websites and the jurisdictions are approved via the process specified in Appendix C.

4. INSTALLATION, LICENSEE RIGHTS AND RESTRICTIONS

4.1. As soon as practicable after signing of this Agreement LICENSOR shall make the Games available for licensed use by the LICENSEE as set out herein.

4.2. The LICENSEE shall not provide the Games to any Third Parties, End Users or to End-Users through Websites, without informing LICENSOR prior to the begin of this operation. Additionally, LICENSOR will each month provide a list of current Websites and jurisdictions with the invoice and LICENSEE will check and either confirm or correct this list. This list is a regular update of the Websites



which have been approved through the process described in 'Appendix C: Approved Websites' and unobjected payment of the invoice shall be considered confirmation. Provision of AMATIC Games to End Users via Websites not on this list is considered a material breach of this Agreement.

4.3. As a condition precedent to the use of the Games by the LICENSEE it shall provide LICENSOR with proof in a form acceptable to LICENSOR acting reasonably that LICENSEE either (a) holds a relevant and appropriate Gaming Licence covering all the activities contemplated by this Agreement to be performed by LICENSEE or (b) does not require such license to operate lawfully in a given jurisdiction. Effective with the date on which the Games take its first real money wager from an End User and at all time during the remainder of the term of this Agreement, the LICENSEE is required to hold a valid and current Gaming Licence, unless such license is not required for lawful offer of Games in a relevant jurisdiction.

4.4. This Agreement shall not be deemed to extend to any software or materials of LICENSOR other than the Games, except as is expressly provided for in this Agreement, or unless specifically agreed in writing by LICENSOR.

4.5. The LICENSEE hereby acknowledges that it is licensed to use the Games only in accordance with the express terms of this Agreement and not further or otherwise.

4.6. The LICENSEE 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.

4.7. The LICENSEE agrees that under no circumstances shall the LICENSEE move, remove, deface or alter the Trade Marks in any way whatsoever without LICENSOR's prior written consent. The LICENSEE undertakes not to use the Trade Marks in any way that may bring LICENSOR, its Licensors or any of the Trade Marks into disrepute.

4.8. The LICENSEE shall use LICENSOR's logos, trademarks without modification. In case of modifications of such advertising material prior written consent and sign-off by the LICENSOR is required. LICENSOR hereby expressly provides LICENSEE a limited, revocable, non-exclusive right to the use of the above logos and trademarks for the purposes and duration of this Agreement.

4.9. The LICENSEE undertakes not to use the Games

- i) to take or to facilitate the taking of any real money wager from any End User who, at the time of making the wager, is located within the countries listed in Appendix B: EXCLUDED JURISDICTIONS,
- ii) to take or to facilitate the taking of any real money wager from any End User who, at the time of making the wager, is a resident of the countries listed in Appendix B: EXCLUDED JURISDICTIONS,
- iii) in any way which is prohibited by the applicable gaming authority.



4.10. LICENSOR reserves the right, at its sole discretion and at any time, to remove any Game. Where reasonably practicable, LICENSOR will notify the LICENSEE in writing prior to the effective date of the removal of a Game. LICENSOR will not remove a Game without reasonable cause.

4.11. LICENSOR may, upon written notice to the LICENSEE, require the LICENSEE to cease taking wagers from End Users located in any particularly defined territorial area (such as, without limitation, a country, state, or province) if LICENSOR reasonably believes that taking such wagers is likely to be illegal.

5. PAYMENTS

5.1. At the latest fifteen (15) calendar days after the end of each calendar month, the LICENSOR undertakes to deliver to the LICENSEE an invoice listing the License Fee for the preceding month, based on the revenue of the same month.

5.2. All Licence Fee shall be paid by the LICENSEE to LICENSOR or its nominee's bank account on a monthly basis in Euro via electronic transfer with value date no later than fifteen (15) calendar days after receipt of the invoice during the term of the Agreement and time of payment shall be of the essence. The LICENSEE agrees to pay sums due to LICENSOR under this Agreement, punctually and without previous demand.

5.3. The amount calculated, as set out in Appendix A, shall be considered the net total Licence Fee for the corresponding Month to be transferred to the designated account.

Payment of the Licence Fee shall be done free of deductions for any levies, imposts, sales tax, value added tax, withholding tax, or any other form of tax whatsoever.

5.4. No amount shall be considered paid to LICENSOR until received for value in the designated account. For the avoidance of doubt, no Licence Fees calculation shall ever give rise to any amount being payable by LICENSOR to the LICENSEE.

5.5. For avoidance of doubt, any win by an End User on any of the Games, shall be paid by the LICENSEE to the End User in the ordinary course of LICENSEE's business, and shall not be paid or funded by LICENSOR.

6. WARRANTIES AND UNDERTAKINGS OF THE PARTIES

6.1. Each Party hereby warrants and confirms to the other Party that it:

6.1.1. shall comply with all applicable laws and regulations with respect to its activities under this Agreement;

6.1.2. at any time during the term of this Agreement, has and will maintain all necessary licenses, approvals, consents and permissions, including Gaming License, as applicable,



necessary for the performance of its obligations under this Agreement;

- 6.1.3. has all the necessary power, authority and legal rights to enter into and to perform its obligations under this Agreement;
- 6.1.4. that it will perform its obligations under the Agreement with all due care, skill, and to the industry standard; and
- 6.1.5. has no actions or proceedings pending or threatened against it before any court tribunal or governmental body agency or authority which may adversely affect its ability to perform its obligations hereunder.

6.2. The LICENSOR hereby warrants and confirms that:

- 6.2.1. it shall, upon becoming aware of any such technical issues, promptly advise LICENSEE of any material technical errors, bugs, and other issues with the Games, with any related software and API provided under this Agreement, and/or with any services provided under this Agreement;
- 6.2.2. it is the rightful owner, or had obtained the right from the rightful owner, to grant rights to the Intellectual Property Rights, Games, and any other software, API or service provided under this Agreement, and that such rights allow LICENSOR to sub-license or otherwise lawfully provide these rights to LICENSEE; and
- 6.2.3. the Games are, and shall for the duration of this Agreement, comply with all applicable regulatory requirements for the relevant jurisdictions. If necessary, LICENSOR undertakes to obtain a similar warranty from AMATIC or any other licensor of the Games.

6.3. The LICENSEE hereby warrants and confirms that neither it, nor any of its employees and associated parties will attempt to or permit any third party to attempt to:

- 6.3.1. view any of the coding of the Games or any software provided to the LICENSEE by LICENSOR;
- 6.3.2. reverse engineer any of the coding of the Games or any software provided to the LICENSEE by LICENSOR;
- 6.3.3. decompile any of the coding of the Games or any software provided to the LICENSEE by LICENSOR;
- 6.3.4. monitor or in any way replicate (in form or function) the Games, or any part of the Games, or any software provided to the LICENSEE by LICENSOR;
- 6.3.5. make use of any data generated by the Games save in the ordinary course of its gaming business; and
- 6.3.6. alter or modify any part of the Games, unless expressly agreed to in writing by LICENSOR.

6.4. For the avoidance of doubt, in this Agreement a prohibition against an act or omission in relation to the Games applies equally to any part or component of the Games.

6.5. The Games are software based and the LICENSEE acknowledges that they will not run error free or without interruption. Without prejudice to clause 6.2.3



above, LICENSOR takes all reasonable precautions against software errors and bugs, but it does not warrant that the Games will meet any special requirements of condition, quality, performance, merchantability or fitness for purpose of the LICENSEE, or that the Games or any software provided to the LICENSEE by LICENSOR, will generate particular revenues or profits in use by the LICENSEE

6.6. The LICENSEE understands that, due to the various diverging national and local laws and regulations, it shall, as a cautionary measure, seek advice from a competent regulatory counsel and communicate with LICENSOR to clarify] whether relevant licenses or other authorisations exist, before it makes AMATIC Games available in a jurisdiction, unless such compliance with applicable local law was already explicitly stated by LICENSOR. LICENSOR's right to make the final decision will be exercised reasonably, considering relevant legal and regulatory advice. If LICENSOR determines that a jurisdiction not servicable, it will provide a rationale or supporting basis for the decision.

6.7. The Parties agree that in case of a regulatory standstill of the business no mutual claims will be made. The Parties agree that a regulatory standstill alone shall not constitute a sufficient reason to terminate this Agreement for cause.

7. INTELLECTUAL PROPERTY

7.1. All Intellectual Property Rights in the Games, in any Upgrade and in all additions, corrections, and improvements thereto, and in any other proprietary software provided by LICENSOR to the LICENSEE will at all times remain the property of LICENSOR or its licensors. The intellectual property rights in all work done by LICENSOR or its contractors for the LICENSEE remain with LICENSOR and are licensed to the LICENSEE hereunder, for the duration of this agreement, according to the rules and limitations set out herein, together with the Games.

7.2. The LICENSEE also covenants with LICENSOR that at any time after termination of this Agreement, the LICENSEE shall not disclose to any other person, firm or company, particulars of any Intellectual Property Rights of the Games or infringe any of the Intellectual Property Rights of LICENSOR or its licensors.

8. ASSIGNMENT AND OWNERSHIP

8.1. The LICENSEE shall not assign or otherwise transfer this Agreement whether in whole or in part, without LICENSOR's prior written consent, which consent shall not be unreasonably withheld or delayed.

8.2. The LICENSEE confirms to have been informed about which documents constitute Due Diligence. The necessary documents for the Due Diligence proceedings are listed in in Appendix D. These documents are the minimum requirements and LISENSOR can reasonably demand additional information, should the provided documents proof to be insufficient to satisfy the regulatory compliance requirements in the relevant jurisdiction.

8.3. The LICENSEE shall produce all information set out in clauses 8.2 in written form within 30 (thirty) days following the coming into force of this Agreement, unless the Parties mutually agree on an extension of this period.



8.4. The LICENSEE agrees to provide notice of any change to the status of the information should there be any change during the course of the agreement period.

8.5. The LICENSOR reserves the right to terminate the Agreement should the Licensee fail to comply with the Due Diligence information that is requested in the required time.

8.6. The LICENSEE agrees that it shall provide LICENSOR with at least thirty (30) days advance notice in writing of any pending change to the LICENSEE's beneficial ownership (the "Ownership Notice").

9. CONFIDENTIALITY AND CONFIDENTIAL INFORMATION

9.1. Each Party undertakes to and agrees with the other Party as follows:

9.1.1. to hold any Confidential Information disclosed by, belonging to or about the other Party in confidence and not to disclose it or permit it to be made available to any person, firm or company (except as authorised and permitted pursuant to the terms of this Agreement), without the other Party's prior written consent;

9.1.2. only to use the Confidential Information disclosed by, belonging to or about the other Party for the expressly permitted purposes provided in this Agreement;

9.1.3. upon written demand from the other Party to either return to the other Party the Confidential Information disclosed by, belonging to or about the other Party (and any copies) or to confirm to the other Party in writing that it has been destroyed.

9.2. This clause constitutes an ongoing, continuing condition of this Agreement and shall endure beyond the termination of this Agreement (howsoever caused).

9.3. Each Party will procure that all persons associated with it, whether as directors, employees or advisers, comply with the provisions of this clause 9.

10. TERMINATION

10.1. This Agreement may be terminated by one Party (the "Aggrieved Party") forthwith by written notice to the other Party when any one, or more, of the following events occur:

10.1.1. the other Party breaches any material obligation, warranty or undertaking under this Agreement and, where capable of remedy, such breach is not remedied to the reasonable satisfaction of the Aggrieved Party within ten (10) workdays of the Aggrieved Party giving notice to the other Party to remedy such failure.

10.1.2. if any bankruptcy or insolvency proceedings are commenced against the other Party, (including, if applicable, against any of its directors or senior management for the purposes of this sub-clause) or any steps are taken with a view to proposing (under any enactment or otherwise) any kind of composition,

scheme of arrangement, compromise or arrangement involving the other Party or the other Party's creditors or any class of them.

10.2. Additionally, LICENSOR may terminate this Agreement forthwith on giving written notice to the LICENSEE if any of the following events occur:

10.2.1. The LICENSEE breaches any provision of clauses 4.2, 4.3, 5.2, 5.3, 8 or 9;

10.2.2. The LICENSEE uses, or attempts to use, the Games in any manner or form that is illegal, or that is reasonably likely, in the sole opinion of LICENSOR acting reasonably, to bring the Games, LICENSOR or LICENSOR's licensors, into disrepute, or have a material adverse effect on the goodwill of LICENSOR (including any Trade Mark) or the Games;

10.3. LICENSOR may, within sixty (60) days of receiving the Ownership Notice (as defined in clause 8 above), immediately terminate the Agreement by written notice to the LICENSEE.

10.4. Either Party may terminate this Agreement by giving the other Party not less than thirty (30) days written notice of termination.

11. EFFECT OF TERMINATION

11.1. Upon termination of this Agreement for whatever reason:

11.1.1. the LICENSEE shall promptly return to LICENSOR all of the Games and all Intellectual Property Rights licensed, supplied or delivered by LICENSOR to the LICENSEE pursuant to this Agreement and all copies of the whole or any part thereof, and the Parties shall promptly return to, or if requested by the other Party, destroy any Confidential Information belonging to the other and, if requested by LICENSOR, the LICENSEE shall, in the case of any software supplied to it under this Agreement, destroy it by erasing it irrecoverably from the media on which it is stored and certify in writing to LICENSOR that it has been destroyed;

11.1.2. LICENSOR shall be entitled to cease providing any services to the LICENSEE, and to cease operating any hardware and software that is being operated for the LICENSEE by or on behalf of LICENSOR under this Agreement, and delete all or any part of its System from any place of installation thereof;

11.1.3. the LICENSEE shall cease to use LICENSOR's or its licensor's Intellectual Property Rights.

11.2. Any termination of this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either Party nor shall it affect 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.



12. DATA PROTECTION

12.1. The LICENSEE hereby undertakes to comply with any applicable Data Protection and privacy requirements and any analogous legislation in any jurisdiction insofar as the same relates to the provisions and obligations of this Agreement and that the Personal Data to be shared and/or be processed by the LICENSOR on behalf of LICENSEE, is obtained lawfully by taking all the applicable provisions of the GDPR into consideration and that LICENSOR has no further obligations regarding such Personal Data providing that below obligations are fulfilled.

12.2. For the provision of this Agreement the Processor is appointed by the Controller to Process Personal Data on behalf of the Controller as is necessary to provide the services in relation to the purpose, and as may subsequently be agreed by the Parties in writing. Any such subsequent agreement between the LICENSEE and LICENSOR, which require Processing of any Personal Data, shall be subject to the provisions of this Agreement.

12.3. Data Controller shall indemnify the Data Processor in respect of all liabilities, costs and expenses suffered or incurred by the Data Processor in its capacity as Data Processor of the data arising from any breach by the Data Controller of data protection legislation in the terms of this Agreement or any negligent act or omission by the Data Controller in the exercise of the rights granted to it under the GDPR provided that:

- The Processor shall immediately notify the Controller of any actions, proceedings claims or demands brought or made against the Processor ('Proceedings') concerning any alleged breaches and the Processor shall not compound settle or admit those proceedings without the consent of the Controller except by order of a court of competent jurisdiction;
- The Controller shall be entitled at its own cost to defend or settle any proceedings;
- The Processor shall not have acted of its own accord and independently of the instructions given to it by the Controller in its role as data processor in accordance with the provisions of this Agreement; and,
- The Processor is not in breach of any obligations in relation to the GDPR and that has not acted outside or contrary to lawful instructions of the Controller.
- The Processor shall indemnify and keep indemnified the Controller in respect of all and any claims, proceedings or actions brought against the Controller arising out of any breach by the Processor of the warranties and undertakings in this Agreement and GDPR.

12.4. Upon termination of the Agreement, the Personal Data shall be destroyed or returned to the Controller, along with any medium or document containing Personal Data.

12.5. LICENSEE and LICENSOR shall implement, and continue to maintain, appropriate and sufficient technical and organisational security measures to protect Personal Data or information against accidental or unlawful destruction or accidental loss, damage, alteration, unauthorised disclosure or access, in particular where the Processing involves the transmission of data over a network, and against all other unlawful forms of Processing, and in addition shall comply with the minimum security requirements arising from GDPR.



12.6. The Data Processor is given general authorisation to engage third-parties to process the Personal Data ("Sub-Processors") without obtaining any further written, specific authorization from the Data Controller, provided that the Data Processor notifies the Data Controller in writing about the identity of a potential Sub-Processor (and its processors, if any) before any agreements are made with the relevant Sub-Processors and before the relevant Sub-Processor processes any of the Personal Data. If the Data Controller wishes to object to the relevant Sub- Processor, the Data Controller shall give notice hereof in writing within fifteen (15) business days from receiving the notification from the Data Processor. Absence of any objections from the Data Controller shall be deemed consent to the relevant Sub-Processor. Processor shall inform the Controller of any intended changes concerning the addition or replacement of other Processors, thereby giving the controller the opportunity to object to such changes within the mentioned objection period.

12.7. The Processor shall notify the Controller as soon as possible and, after becoming aware of a personal data breach by taking the related articles of GDPR into consideration.

12.8. The LICENSEE and LICENSOR agree that should there be any transfer of Personal Data outside the EU/EEA, to a country that has not been approved by the European Commission as having adequate legal protections, then the standard contractual clauses issued by the European Commission: Commission Decision of (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council, and as amended from time to time, shall be entered into by the Parties as an appendix to this Agreement, as well as any supplementary measures as may be required.

12.9. LICENSOR expressly warrants that it shall not use, and Persona Data obtained in the course of performing this Agreement for any purposes other than performing this Agreement. LICENSOR further agrees that upon termination of this Agreement any Personal Data shall be promptly returned to LICENSEE and/or destroyed, as may be requested by LICENSEE, without prejudice to any data retention obligations applicable to LICENSOR under applicable law.

13. COMMENCEMENT AND DURATION

13.1. This Agreement shall commence on the date the last signature is added to this Agreement (or, if applicable, any counterpart of it) and shall continue thereafter, unless terminated in accordance with the provisions of clause 10.

14. LIABILITY

14.1. Notwithstanding any other provision hereof, neither Party shall be liable for any indirect, incidental, special, consequential, exemplary or punitive damages (including but not limited to damages for loss of profits or loss of data).

14.2. Nothing in this Agreement shall exclude or restrict liability of either Party to the other in respect of:



14.2.1. death or injury to persons caused by negligence; or

14.2.2. any other liability which cannot by law be limited or excluded.

14.3. Save for any Licence Fees or due payments, which shall remain due and owing until paid, each Party's liability to the other whether in contract tort or otherwise (including negligence) shall be limited to a cumulative sum of Euro 200,000 (Two hundred thousand Euro) for all causes arising out of this Agreement.

15. SUPPORT

15.1. LICENSOR will use its reasonable commercial endeavours to provide the LICENSEE with a reasonable technical back-up and support for the Games, provided that the LICENSEE is using the latest Upgrades and is staffed at the industry-standard level with reasonably competent personnel.

16. NOTICES

16.1. Any notice required or permitted to be given pursuant to this Agreement shall be sent or delivered to the other Party as follows:

16.1.1. To the LICENSEE at:

Winlink B.V.

Kaya Richard J. Beaujon Z/N Landhuis Joonchi 2, Curaçao

Email: compliance@winity.com; limassol@oneworldweb.net
and with copy to winlinkbv@g-force-corporate-services.com

16.1.2. To LICENSOR at:

N-Serve Ltd.

Building SCM 01, Level 2, Unit 203, Smartcity Malta, Ricasoli
Kalkara SCM1001
MALTA

Email: compliance@nserve.com

16.2. All notices which are permitted or required to be given hereunder shall be in writing and shall be sent to the address of the recipient set out above in this Agreement or such other address as the recipient may designate by notice given in accordance with the provisions of this clause. Any such notice may be delivered personally, or by courier or registered post, or by first class pre-paid letter, or by facsimile transmission and shall be deemed to have been served when delivered if delivered by hand, if by first class post seven days after posting, and if by facsimile transmission supported by printed confirmation report when despatched, and if by courier or registered post when signed for.

17. MISCELLANEOUS

17.1. Arbitration. Any dispute arising out of or in connection with this Agreement, whether in contract or tort and including any question regarding its existence,

validity or termination, shall be referred to and finally resolved by arbitration under the rules of the Arbitration court in Malta. The language of arbitration shall be English.

17.2. Sub-Contracting. LICENSOR shall be entitled to use sub-contractors to provide the Services as set out in this Agreement, provided such sub-contractors are bound to the provisions of this Agreement, whereas the Games shall always be provided by LICENSOR.

17.3. Data Protection. The LICENSEE hereby undertakes to comply with any applicable Data Protection and privacy requirements and any analogous legislation in any jurisdiction insofar as the same relates to the provisions and obligations of this Agreement.

17.4. Entire Agreement. This Agreement embodies and sets forth the entire agreement and understanding of the Parties and supersedes all prior oral or written agreements, understandings, arrangements, discussions, correspondence and negotiations relating to the subject matter of this Agreement. For the avoidance of doubt, prior non-disclosure agreements remain in effect. Each Party acknowledges that in entering into this Agreement, it does not rely on any statement, representation or warranty (whether made innocently or negligently) other than as expressly set out in 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.

17.5. Update of Appendices. Appendices are subject to change and will be updated regularly to reflect the current contractual relationship. In order to be binding both Parties have to sign the updated appendices.

17.6. Partial Invalidity. In the event that any one or more of the phrases, sentences, clauses or sub-clauses contained in this Agreement shall be declared invalid or unenforceable by an arbitrator or by order, decree or judgment of any court having jurisdiction, or shall be or become invalid or unenforceable by virtue of any duly promulgated law, rule or regulation, the remainder of this Agreement shall be construed as if such phrases, sentences, clauses or sub-clauses had not been inserted.

Notwithstanding the preceding the Parties agree to negotiate without unnecessary delay to replace any invalid clause, regardless of the cause of invalidity, with a clause which is deemed valid by both Parties. The effects of the new clause shall come as close as possible to those of the replaced clause.

17.7. Waiver. Any forbearance delay or indulgence by either of the Parties in enforcing any of the terms and conditions of this Agreement shall not prejudice or restrict the rights and remedies of the other hereunder, nor shall any waiver of any subsequent breach operate as a waiver of any breach and no right power or remedy available to that Party is exclusive of any other right, power or remedy available to that Party and each such right power or remedy shall be cumulative.

17.8. Counterparts. This Agreement may be executed in any number of identical counterparts with the same effect as if all Parties hereto had all signed the same document.

17.9. Third Party Rights. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no person other than the LICENSEE and LICENSOR shall have any rights under this Agreement.

17.10. Law. This Agreement shall be governed by and construed in accordance with the laws of Malta.

Signed for and on behalf of
N-Serve Ltd. (LICENSOR)

By Ivan J. Camilleri (Director)

Ivan Camilleri

Signature _____

Date 24/4/2025

Signed for and on behalf of
Winlink B.V. (LICENSEE)

By Guardian Corporation Services B.V.
Corporate Director
represented by Gouloud Hammoud

Signature _____

Date: 2 April 2025



APPENDIX A: LICENCE FEE

LICENSEE pays the following license fee for LICENSOR-Games:

Calculation basis is the NET Gaming Revenue (NGR) per month.

NGR:	Licence fee:
Level 1: 0 – 700,000 EUR	10% NGR
Level 2: Over 700,000 to 1,200,000 EUR	09% NGR
Level 3: More than 1,200,000 EUR	08% NGR

Whereas:

The NGR generated under this Agreement shall be the aggregate NGR of (i) the LICENSEE under this Agreement and (ii) the company Globonet B.V. (identification number -146296, registered office at: Kaya Richard J. Beaujon z/n, Curacao, Dutch Caribbean), which also entered into a similar license agreement with LICENSOR. However, each NGR of the foregoing two companies shall be invoiced separately for their respective share of the aggregate NGR. For the avoidance of doubt, a negative NGR of one company will not be deducted from the NGR of the other company.

If the LICENSEE achieves Level (2) or (3), as per table above, in total NGR as a result of NGR aggregation between LICENSEE and Globonet B.V. (see above), the fee shall be calculated from EUR 0, fully nullifying the 10% or 9% fee tier levels accordingly.

Reiteration:

"Monthly Gross Income" or "Gross Gaming Revenue", also referred to as **GGR** for all Games shall be an amount equal to the total nominal or face value of the Wagers and/or Bets placed on the Games during a calendar month less the total Winnings as a result of those wagers.

Whereas:

- Bets, also referred to as Wagers, mean the total amount wagered on the Games during the calendar month.
- Winnings mean the total amount of winning paid to the End Users from the Games during the calendar month.

"Monthly Net Income" or "Net Gaming Revenue", also referred to as **"NGR"** means GGR less 10% of GGR allowance for bonus pay-outs, meaning all the sums of bonuses offered by the LICENSEE to the End Users on the Amatic Games during a calendar month

Appendix B: EXCLUDED JURISDICTIONS

- | | |
|----------------------------|--|
| 1. Afghanistan | 27. Libya |
| 2. Albania | 28. Liechtenstein |
| 3. Algeria | 29. Macao |
| 4. Angola | 30. Myanmar |
| 5. Antigua and Barbuda | 31. Namibia |
| 6. Armenia | 32. Netherlands |
| 7. Australia | 33. Nicaragua |
| 8. Austria | 34. North Korea |
| 9. Cambodia | 35. Pakistan |
| 10. China | 36. Panama |
| 11. Cuba | 37. Papua New Guinea |
| 12. Cyprus | 38. Philippines |
| 13. Ecuador | 39. Singapore |
| 14. Estonia | 40. Slovakia |
| 15. French Polynesia | 41. South Africa |
| 16. France and Territories | 42. South Korea |
| 17. Germany | 43. Spain |
| 18. Georgia | 44. Sudan |
| 19. Greece | 45. Switzerland |
| 20. Guyana | 46. Syria |
| 21. Hong Kong | 47. Taiwan |
| 22. Indonesia | 48. Tunisia |
| 23. Iran | 49. Uganda |
| 24. Iraq | 50. United States of America and Territories |
| 25. Israel | 51. Vietnam |
| 26. Kuwait | 52. Yemen |
| 27. Lao | 53. Zimbabwe |
- and markets that are not allowed to operate with.

The above list constitutes the Jurisdictions which are not to be provided with AMATIC Games at the time of signature. This List is subject to change and notification of such change to LICENSEE in writing.

As a general condition, jurisdictions are available if a) LICENSEE can, as per 4.3., provide proof of a valid and current licence and b) the Games used by LICENSEE have been certified for that jurisdiction.

LICENSEE will receive access to the service portal containing information on which Jurisdictions are excluded or open, if proof of licence is necessary and which currencies LICENSOR has approved.



APPENDIX C: LICENSED WEBSITES

INTRODUCTION

This appendix outlines the process and guidelines for obtaining approval for websites and/or native applications to feature Games provided by LICENSOR. Approval is mandatory, and the guidelines set forth by the compliance department on LICENSOR must be strictly adhered to.

APPROVAL PROCESS

Application Form: LICENSEE, when seeking to offer Nserve games on their websites, must begin by obtaining an application form from the compliance department. This form is designed to capture all necessary details pertaining to the licensee's website.

Contact Information: The application form and any inquiries regarding compliance must be directed to the compliance department via email at compliance@nserve.com.

Submission: LICENSEE must fully complete the application form with accurate information and submit it to the compliance department for review.

Review: Upon receipt of the application, the compliance department will conduct a review process. This may involve requests for additional information from the LICENSEE to ensure compliance with LICENSORs standards and regulations.

Approval: The compliance department will issue an approval once all criteria are met and the website is deemed compliant with LICENSORs requirements. No website is permitted to carry LICENSOR-provided Games without explicit approval from the compliance department.

Updates: It is the responsibility of the LICENSEE to inform the compliance department of any changes to the Website that may affect compliance status. A re-evaluation may be required in such cases.

COMPLIANCE REQUIREMENTS

- All Websites must comply with the regulatory standards as established by LICENSOR.
- The compliance department reserves the right to deny or revoke approval for any Website that does not meet the required standards.
- LICENSEE must adhere to all additional guidelines and requirements as stipulated by the compliance department during the review process.

NON-COMPLIANCE

- Websites found to be carrying AMAITC Games without proper approval will be considered in violation of the Agreement.



- LICENSOR reserves the right to take appropriate legal action against LICENSEE in the case of failure to comply with the terms outlined in this appendix.

CONTACT FOR QUERIES

- Should there be any questions or need for clarification, LICENSEE is encouraged to contact the compliance department directly at compliance@nserve.com.

LICENSEE is urged to follow this process diligently to ensure a smooth and compliant operation of their gaming services. Failure to adhere to these guidelines may result in sanctions or termination of this Agreement.

Please ensure that the details specific to LICENSORS policies and procedures are checked and verified with the relevant department.



APPENDIX D: DUE DILIGENCE DOCUMENTS

Due Diligence requirements

1. A copy of passport illustrating personal details and photograph of all officers, directors, and key decision-making personnel of the company ("Key Persons");
2. A utility bill or bank statement issued within the last six months evidencing the residential address of the Beneficial Owners, as defined below (please note that these documents must be addressed to the person involved);
3. A bank reference on the Beneficial Owners addressed to your firm in original. (The reference usually confirms the identity including date of birth and residential address of the customer, number of years of a customer relationship with the bank and if the customer is of good standing)
4. Curriculum Vitae of the Beneficial Owners, where such are individuals.

For body of persons involved:

1. Certified true copy of the certificate of incorporation and Memorandum and Articles
2. Certificate of good standing issued within the last six months
3. Identification of Beneficial Owners, i.e. passport copies and utility bills
4. Certified true copies of passports of directors
5. A certified copy of the organization chart

"Beneficial Owners" are all persons owning shares equal or above 25% of LICENSEE, and in the case such shares are held by legal entities, the Beneficiaries owning shares equal or above 25% of those entities.

