



LICENSE AGREEMENT

(B2C)

Winlink B.V.

1 October 2025

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DEFINITIONS

Agreement	shall mean this License Agreement and the Annexes hereto, amended in accordance with its terms and conditions.
Party or Parties	shall mean a party to Agreement.
End Users	shall mean any person who uses the Licensed Games and related services after the Go-live Date through a registered account with the Licensee.
Calendar Month	shall mean the period between 0:00 UTC on the first day of the month and 00:00 UTC on the first day of the following month.
Go-live Date	shall mean the date of first offer of the Licensed Games on a live environment on any of the Websites. The first month of Go-live Date shall be considered the calendar month which includes the Go-live Date.
Intellectual Property Rights	shall mean intellectual property and related rights of any kind, throughout the world, including know-how, technical expertise, confidential information, patents, inventions, trademarks, copyrights, trade secrets and industrial design of each work in perpetuity.
Licensed Games	shall mean the Multigame product (MGS – Multigame Server), allowing for online gaming and betting through the Internet or other electronic media, which includes the aggregated games configured for the Licensee. The term shall not refer to games, which are custom-made or sold to a third Party with the right to exclusive use.
Material Breach	shall mean a failure of performance under the Agreement by a Party which is significant enough to give the aggrieved Party the right to terminate the Agreement under the conditions set-out under 7.3.2. For avoidance of any doubt, without limiting the applicability on other cases, the following Articles of the Agreement are considered Material Breach for the purpose of this definition: Articles 1.1.-1.7., 2.7., 6, 8 and 10 of the Agreement, Articles 1, 5 and 7 of Annex A, Annex C.
Website/s	shall mean the online casino websites included under “Preamble” Article 8. Each Website shall be subject to ongoing compliance monitoring by the Licensor in order to ensure compliance with applicable law and validity of all necessary licenses and/or permits. Licensor may refuse or withdraw consent to operate the Licensed Games on a particular Website at its own reasonable discretion.
Environment	shall mean each separate environment/skin configured for the Licensee (or for an Operator in case of B2B), per the request of the Licensee, which includes a set up for currencies and/or languages that may be required for jurisdictional, technical, financial or other purposes. One or more Websites can be connected to an Environment.
Live Stream Games	shall mean all live casino games, auto roulette games, and auto roulette games with presenter, all broadcasted from a live studio on a “real time” or close to “real time” basis. For avoidance of doubt, Live Stream Games shall include all types of live games including but not limited to Roulettes, Blackjack, KENO and Baccarat.
Online Casino Games	shall mean all games as part of the Licensed Games, other than the Live Stream Games.
Force Majeure event	is an event such as natural disaster, acts of governments, wars, riots or strikes, cyber-attacks, economic issues, collapse in the market, problems in

Confidential Information

the global Internet and in the service provision beyond the control of the Party, any problems due to the Party's and/or End User's equipment, as well as in case of unauthorized access or intervention by third parties in the operation of the Party's information system or servers.

shall mean the whole information, which the disclosing party marks as confidential or which shall be considered confidential in its character or through force of circumstances related to its disclosure, including but not limited to, the whole commercial, financial, factual (forms and documents), sales trade records, marketing, intellectual property, administrative personnel, technological information for the clients of each party, as well as any information relevant to this Agreement, except for the following cases:

1. if it has become known to the receiving party before being received by the other party, which is confirmed by an indisputable and reliable source,
2. if it has been disclosed in good faith to the receiving party by a third party, which has the right to make such disclosure,
3. if it has been publicly disclosed by the original source or has been created as part of the public domain in another way save as a result of default of the receiving party,
4. if it has to be disclosed by the law or a valid order y any governmental authority or competent security authorities, provided that the receiving party gives a sound reason for such disclosure and take every reasonable steps to preserve the confidentiality of the information, or
5. if it may be confirmed through indisputable and reliable evidence that it has been developed independently by the receiving party.

Working hours

shall mean the hours from 8:30 AM to 05:30 PM Central European Time (CET) each day from Monday to Friday.

Working days

shall mean a day, except for Saturdays and Sundays.

Failure 1st degree (high)

is an event that cease the use of the Licensed Games as a whole or the performance of some functions, necessary for the majority of the End Users. includes faults affecting large parts of the Licensed Games, without serious threat for their functioning.

Fault 2nd degree (medium)

Fault 3rd degree (low)

includes faults affecting the Licensed Games but with minimum effect on the End Users.



On this day of 1 October 2025 (the "Effective Date"), this Agreement was executed by and between:

SIA IMK 365, a company incorporated in the Republic of Latvia, with company number 40203196483, with registered address Riga, Blaumaņa street 5A- 3, LV-1011, Latvia, represented by Vasil Ganev, (hereinafter referred to as "Licensor"), and

Winlink B.V., a company registered in Curacao, with company number 154346, with registered address Kaya Richard J. Beaujon Z/N Landhuis Joonchi II, Curacao, represented by Director Gouloud Mercedes Hammoud (on behalf of Guardian Corporation Curacao B.V., Managing Director) (hereinafter referred to as the "Licensee").

PREAMBLE:

1. The Financial Conditions are set out in **Annex A**.
2. The Service-Level Agreement (SLA) for Amusnet Interactive is set out in **Annex B**.
3. The Service-Level Agreement (SLA) for EGT Digital is set out in **Annex C**.
4. The Data Protection rules are set out in **Annex D**.
5. The Website Application Form is set out in **Annex E**.
6. Licensee is a company licensed and regulated by the laws of Curacao, under Curacao Gaming Authority, license number OGL/2024/886/0978.
7. Licensor owns or has been licensed the Licensed Games.
8. The Licensor and Licensee wish to exploit the Licensor's Licensed Games.
9. The Parties have therefore agreed to enter into this Agreement, pursuant to which Licensor will provide the Licensed Games to the Licensee in order for the Licensee to operate them on the website www.winity.com

NOW THEREFORE, in consideration of the mutual covenants, representations and warranties set forth herein, the Parties hereby agree as follows:

1. LICENSE

- 1.1. The Licensor shall grant the Licensee as of the Effective Date of this Agreement a License and the right to use the Licensed Games for commercial purposes globally, excluding the jurisdictions, specified in Article 4, those territories where the local jurisdiction prohibits online gambling as well as territories with local regulation.
- 1.2. The License under Article 1.1. is a personal License and may not be assigned to third parties and the right to subsequent grant of sub-license shall be excluded. The Licensee may operate the Licensed Games only on the Website/s approved by the Licensor after confirming all necessary licenses and/or regulatory approvals, for which the Parties shall sign a Website Application Form as per Annex D.
- 1.3. The License under this Agreement shall not be exclusive. The Licensor shall have the right to work with the Licensed Games at his own discretion and use them for commercial purposes, as well as to provide Licenses with the right to sub-license third parties.



- 1.4. The Licensee shall not have the right to modify the Licensed Games (their content, functionality, type, emotion and design or any other aspect thereof) in any way, unless otherwise agreed herein.
- 1.5. Licensee shall maintain on the home page of each Licensee Website (and in such other locations as required by Licensor from time to time), Licensor's corporate trademark ("Trademark") as well as the Licensor's logo or any other similar material or link as required by Licensor, all in accordance with guidelines provided by Licensor in writing to Licensee from time to time.
- 1.6. The number and the type of the Licensed Games that will be made available to the Licensee will depend on the local regulation and the respective licensing and/or certification.
- 1.7. The Licensee shall be subject to ongoing compliance monitoring by the Licensor in order to ensure compliance with applicable law and validity of all necessary licenses and/or permits.

2. INTEGRATION

- 2.1. The access to the Licensed Games shall be provided by the Licensor within 30 (thirty) days after successful completion of the integration process described in Article 2.2., after the conditions detailed in Annex A, Article 1.1. have been complied with and after the validity of all necessary licenses have been approved. The access to the Licensed Games shall be established electronically from the Licensor's game server managed by or on behalf of the Licensor in XML format (managing data exchange format) to make the connection between the respective servers. The Licensor shall deliver to the Licensee all data needed by the Licensee in order to make sure the Licensed Games function correctly and check the transactions made.
- 2.2. The process of integration shall start within 1 (one) month from the date of execution of this Agreement and should be completed within 2 (two) months from the start of the integration process. After the integration process is completed, and after the conditions detailed in Annex A, Article 1.1. have been complied with, the Licensor shall make the games available to the Licensee within 30 (thirty) days upon the Licensee's request.
- 2.3. The Licensor shall provide upgrades and improvements of the Licensed Games at his own discretion.
- 2.4. Except as expressly set forth herein, the Licensed Games are provided on an "AS IS" and "AS AVAILABLE" and are without warranty of any kind, express or implied, including, but not limited to, the implied warranties, non-infringement, merchantability and fitness for a particular purpose, and any warranties implied by any course of performance, usage of trade, all of which are expressly disclaimed. The Licensor shall not be financially liable to the Licensee and/or the End Users for any technical flaws or malfunctions in any of the Licensed Games. The Parties agree that in the event of a technical flaw or malfunction in any of the Licensed Games, fraudulent behavior of an End User or a fake wager all placed



bets and plays by End Users shall be void, and neither Licensee nor its Operators or any other third-party shall have right to reclaim such amount from the Licensor and/or its Affiliated third-parties. Instead, the Licensee and/or its Operators will use all reasonable commercial and legal efforts to recover such wrongful payment, i.e. by correcting the End User's account so that to recall the wrongfully transferred amount back to Licensee's and/or Operator's assets. The Licensor shall cooperate by providing to the Licensee any requested technical information and documentation related to the void transaction, if available.

- 2.5. The Licensor shall ensure: (1) interface development, which sends the necessary data pursuant to Article 2.1 to the Licensor and the possibility to check the data with the Licensor; (2) update and upgrade installation to the Licensed Games; (3) new games installation and integration; however, the Licensor does not undertake in any way to create new games, and (4) removal of technical faults in the system, flaws and discrepancies. All these services shall be provided as described in Annex B hereto.
- 2.6. The Licensor shall have the right to delete any or all of the Licensed Games upon prior written notice to the Licensee of at least 14 (fourteen) days.
- 2.7. The Licensee shall, without undue delay after any of the following circumstances becomes apparent, inform the Licensor of any material change in the circumstances which could have a material impact on the continuation relationship between the parties such as: change of its representations bodies and form of representation; change of its control and/or corporate structure (e.g. through a stock purchase or sale, merger, or other form of corporate transaction); opening of termination, liquidation or insolvency proceeding or any other proceedings leading to its financial restructuring.

3. USE OF THE LICENSED GAMES

- 3.1. The Licensee shall integrate and operate the full package of Licensed Games, to the extent permitted by law, for the duration of this Agreement. In case none of the Licensed Games has been used commercially by the Licensee for more than four successive months, the Licensor shall be entitled to terminate immediately this Agreement. For greater certainty, in case the Licensor terminates the Agreement on the grounds provided for herein, none of the parties shall have the right to lay any claims to the other, including but not limited to, loss of profits and any other claims, occurring by not using the Licensed Games or the termination of the Agreement.
- 3.2. The Licensor undertakes to exert all reasonable commercial efforts in order to ensure access to the Licensed Games twenty-four (24) hours a day, seven (7) days a week, with the following exceptions:
 - a) outage due to system maintenance, including but not limited to, troubleshooting, updating and reconfiguration of the operations, as for performing such maintenance the Licensor shall notify the Licensee at least 72 hours in advance,



- b) accidental outage due to reasons, which cannot be imputed to the Licensor, including but not limited to, software faults, hardware failures, as well as sudden shutdown due to problems in the Licensor's network or the Internet or any force-majeure circumstances such as, but not limited to, acts of God, governmental actions, blockage, etc.

3.3. The Licensee shall ensure that:

- a) all Games feature bonus games and jackpot games whenever applicable (e.g. Bell Link, Clover Chance and High Chance).
- b) The bonus games are to be presented by a banner representing the current state and values of the game, on the Website/s.
- c) The video slot games shall be made available to both mobile and desktop versions of the Website/s to which they have been provided.

4. TERRITORIAL EXCLUSIONS

4.1. Licensor has set territorial exclusions for Licensed Games:

- 4.1.1. All territories where the legislation of local jurisdiction prohibit online gaming, as well as the United States of America and its territories and possessions, including the U.S. Virgin Islands, the U.S. Minor Outlying Islands, Guam, Puerto Rico, Mariana Islands, American Samoa, Georgia, Australia, Netherlands, Norway and the United Kingdom (hereinafter referred to as the "List").
- 4.1.2. Licensor reserves the right to amend previously mentioned List at any time.
- 4.1.3. The Licensor wish to make it explicit that Licensee is duly obligated to comply with the gaming laws of territories worldwide, bearing the jurisdictional risk of doing so.
- 4.1.4. The Licensor accepts no responsibility for the deployment of the Licensed Games in any restricted territory.

5. WARRANTIES

- 5.1. The Licensor warrants that the Licensed Games do not infringe the right to intellectual property of third parties. In case any third party claims such infringement from the Licensee, the latter shall inform the Licensor immediately. The Licensee shall assign all remedies to the Licensor, thus not admitting the infringement of the third party. In such cases the Licensor shall take the whole liability and the defense of his rights, and has the right to modify the Licensed Games in a way he may find appropriate and adequate, in order to deal with the alleged infringement or withdraw the Licensed Game(s) without engaging the liability of the Licensee.
- 5.2. Each Party warrants and undertakes to the other that it has the full power and authority to enter into this Agreement.

6. INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY



- 6.1. Between the Parties it is undisputed that the Intellectual Property Rights over the Licensed Games shall remain the exclusive and sole property of the Licensor. For greater certainty, the Parties hereby confirm that the Intellectual Property Rights of the Licensee used in connection with the distribution of the Licensed Games shall remain the property of the Licensee.
- 6.2. In case the Licensee becomes aware of a (potential) infringement of the Licensor's Intellectual Property Rights, the Licensee shall undertake to notify the Licensor immediately of that. The Licensor shall have the exclusive right to take action against such infringements. If the Licensor seeks indemnity for damages incurred through the court, the Licensee shall have the right to take part in the proceedings at its own expense and claim damages in its right to the extent permitted under the applicable law. The Licensee shall not undertake any actions in a manner that would negatively affect the position of the Licensor.
- 6.3. The Licensee undertakes to market the Licensed Games under the trademark 'EGT Digital' or 'Amusnet Interactive' or any other trademark of the Licensor. The Licensee has the right to promote the sales of the Licensed Games and their market placement by using Licensee's own trademarks.
- 6.4. The Licensor and the Licensee shall be entitled to denote on their websites that they are partners under a License agreement. Each party undertakes not to use the name of the other in advertisements, promotion materials, brochures, commercial, support materials or marketing instruments without the prior written consent of the other party.
- 6.5. The parties have no right to disclose Confidential Information, provided by the other, except in the cases when this is explicitly permitted by virtue of this Agreement or the explicit written consent of the concerned party. Each party undertakes to protect the Confidential Information of the other with the same degree of care as it does in protecting its own Confidential Information of similar character, or at least with reasonable care. The parties shall not disclose the Confidential Information of the other party to third parties – natural or legal persons, other than the officials, employees, consultants or lawyers of the receiving party with a need to access to such information in order to implement this Agreement. Any natural or legal person who is to receive Confidential Information according to this article should sign a confidentiality agreement under terms not less restricting than those provided for in Article 6.5. Each party shall immediately notify the other of any case of unauthorized use of Confidential Information or disclosure of Confidential Information and shall assist the other Party in the investigation of such cases.

7. TERM AND TERMINATION

- 7.1. This Agreement is signed for a period of 1 (one) year after the date of the signature of this agreement. The Agreement may be terminated early during its duration on some of the grounds provided for herein.



- 7.1.1. The Agreement shall be automatically renewed at the end of the initially agreed period for consecutive periods of one year unless the Licensor and/or the Licensee decide to terminate it with notice provided at least 30 days before the expiry of each of the one-year periods.
- 7.2. The Licensor shall be entitled to terminate this Agreement with immediate effect by providing a written notification to the Licensee:
 - 7.2.1. If the Licensee fails to obtain or maintain all such licenses, permits, or other authorizations required under applicable law for online gambling, or any of the same have been revoked during the term of this Agreement;
 - 7.2.2. If the Licensee has delayed any payment under the Article 1 of Annex A under the hereby Agreement;
 - 7.2.3. If the Licensee violates its obligations described in Article 1.2.;
 - 7.2.4. If the Licensee fails to fulfil the terms of integration, as described in Article 2.2. and fails to remedy them within 7 (seven) calendar days as of receiving the notice;
 - 7.2.5. If the Licensee violates its obligations described in Article 3.1.
- 7.3. Either party may terminate this Agreement by providing a written notification to the other Party:
 - 7.3.1. At any time, by giving 30 (thirty) calendar days written notice;
 - 7.3.2. In the event of Material Breach by the other Party, and (if such breach is capable of rectification) upon failure of the breaching Party to rectify the breach within 10 (ten) calendar days of receipt of the notice thereof;;
 - 7.3.3. In case the other Party fails to fulfil its obligations to provide information and documentation reasonably requested under the terms of Article 10.2. below within a 10 (ten) calendar days' notice period;
 - 7.3.4. In case the other Party is in liquidation or insolvency proceedings or any other proceedings leading to financial restructuring as well as to discontinuation of the business of that other Party within a 5 (five) calendar days' notice period;
 - 7.3.5. If the other Party performs any action or omission which results in the terminating Party being advised by a regulator that business relationship with the other Party may compromise the terminating Party's relationship with a regulator, and the other Party fails to remedy such act or omission within 10 (ten) calendar days from of receipt of the notice to do so, the terminating party may terminate the Agreement immediately after the 10 (ten) calendar days' notice period;
 - 7.3.6. In case either Party refers to a Force Majeure event, and if that Party has immediately notified the other Party of such Force Majeure event at the time when it occurred, and the Force Majeure circumstances last for more than 1 (one) month, the Agreement may be terminated by giving 3 (three) days' prior notice to the other Party. In such an event, indemnities shall not be due;
 - 7.3.7. At any time by mutual written consent of both Parties;
 - 7.3.8. In any other cases stipulated in the applicable law.



- 7.4. Either Party shall be entitled with immediate effect to suspend the performance of this Agreement if an applicable law or an applicable government or court order prohibits such performance by providing a written notice to the other Party.
- 7.5. The Licensor shall have the right to immediately suspend the access of the Licensee to the Licensed Games at his sole reasonable discretion by providing a written notification to the Licensee:
- 7.5.1. In any case of violation of the obligations of the Licensee under this Agreement, including instances where Licensor has established that an Operator does not have a valid license, or the license has expired;
- 7.5.2. In any case that entitles the Licensor to terminate the Agreement or to suspend its performance;
- 7.5.3. In any case where the Licensee puts the rights of the Licensor at risk, if the access to the Licensed Games is not timely suspended as well as any instances where the Licensee demonstrates intentions of not performing its obligation under the hereby Agreement;
- 7.5.4. if the Licensee has delayed any payment under the hereby Agreement with more than 1 (one) month. The said suspension shall be temporary – until the rectification of the breach or the resolution of the matter in another way, according to Articles 9-12 of Annex A to this Agreement;
- 7.5.5. In any case where Licensor reasonably considers that the Licensee does not have in place such technical and administrative measures (such as geo-blocking and IP addressing) to a good industry standard as are required to ensure the Licensee's compliance with Article 8.1 or other applicable regulations;
- 7.5.6. Suspension of access to Licensed Games shall be temporary – until the rectification of the breach or the resolution of the matter in another way.
- 7.6. Termination of this Agreement shall not affect any liabilities or obligations of either Party hereto.
- 7.7. 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 shall so survive until it shall no longer be necessary for them to survive in order to achieve that purpose, e.g. the obligations for payment of unpaid invoices as well as for confidentiality.

8. COMPLIANCE PROVISIONS

- 8.1. The Licensee shall be responsible for the use and operation of the Licensed Games and the compliance with the laws and regulations in all jurisdictions. In no event shall Licensor be liable for any action or omission of Licensee and/or End Users. Licensee shall maintain during the entire term of the Agreement, at its own expense, and shall be responsible to secure and maintain any and all permits, consents, licenses and authorizations which may be necessary for Licensee's activities. The Licensor shall not be liable for any damages



incurred as a result of government actions related to the use and operation of the Licensed Games by the Licensee.

8.2. The Licensee shall indemnify on demand from the Licensor and keep Licensor fully and effectively indemnified against any claims and damages which Licensor may sustain or incur or which may be brought or established against it by any person and which in any case arise out of or in relation to or by reason of:

8.2.1. Any breach of the terms of this Agreement, any applicable laws or regulations relating to the usage and operation of the Licensed Games, or any usage of the Licensed Games in violation of the Territorial Exclusions (Article 4);

8.2.2. Any kind of fraud or misuse by an End User and or any-other third-party including but not limited to unauthorized use of personal identification documents, credit cards or money laundering activities;

8.2.3. Any breach of any applicable laws or regulations relating to the promotion and advertising of the Licensed Games on the Website and/or marketing or selling the Licensed Games in any illegal way;

8.2.4. Any breach of any applicable laws or regulations relating to accounting, bookkeeping and paying taxes regarding the transactions and payments made to the Licensor under this Agreement.

9. LIMITATION OF LIABILITY

9.1. Unless otherwise agreed herein, in no event shall a Party, nor its directors, employees, agents, partners, suppliers or Affiliated third-parties, be liable under contract, tort, strict liability, negligence or any other legal or equitable theory with respect to the subject matter of this Agreement for any lost profits, cost of procurement of substitute goods or services, or special, indirect, incidental, punitive, or consequential damages of any kind whatsoever. The above limitations of liability shall apply to the extent that they are not explicitly prohibited by law. For the avoidance of any doubt, if the law does not permit limitation of liability in cases of intent and/or gross negligence, the liability of a Party, its directors, employees, agents, partners, suppliers shall be limited to the degree permitted by the applicable law.

9.2. The total aggregate liability for direct damages under this Agreement of the Parties and their Affiliated third-parties shall be reduced to the actual value of the losses or damages suffered or the amount of License fees owed by the Licensee to the Licensor for the previous 3 (three) months, whichever is less.

9.3. Neither party will be in default of the terms of this Agreement if such action is due to a Force Majeure event provided that such Party provides prompt written notice to the other Party of such Force Majeure event and resumes the performance of the Agreement as soon as possible.

9.4. Save for the warranties and obligations as set out in this Agreement, the Licensor shall in no event be liable for non-provision of any services under this Agreement owing to any



circumstances beyond its control – in cases of Force Majeure events, including but not limited to any problems in the global Internet, any problems due to the Licensee's and/or End User's equipment, in case of unauthorized access or intervention by third-parties in the operation of the Licensor's information system or servers including any virus, worm, time bomb, time lock, drop dead device, trap, or access code or anything else that might disrupt, disable, harm or impede the operation of any information system, or that might corrupt, damage, destroy or render inaccessible any software, data or file on, or that may allow any unauthorized person to gain access to, any information system or any software, data or file on it, any kind of system break-down resulting from unforeseen and/or unforeseeable technical problems and any possible damages arising therefrom.

- 9.5. The Licensee shall hold fully harmless, defend and indemnify the Licensor regarding the demands and claims of third parties arising from playing the Licensed Games or the carrying out of the business activity of the Licensee, except for the cases provided for in Article 5.1.
- 9.6. For all intents and purposes, the Licensee hereby acknowledges and agrees that in the event of any breach of Article 1.2. Licensor would suffer irreparable harm and in any such event the Licensee further agrees to pay to the Licensor the sum of EUR 250.000 (two hundred fifty thousand euro) by way of pre-liquidated damages and without prejudice to Licensor's rights at law and/or under any other provision of this Agreement.
- 9.7. The Licensee acknowledges and agrees that it shall bring any claim arising under or relating to this Agreement within 3 (three) months from the date of the claim arising, or, if it has obtained knowledge afterwards, within 3 (three) months from the date the Licensee first became aware of the matters leading to the claim, and failure to do so shall result in any such claim automatically and irrevocably expiring.

10. ANTI-MONEY LAUNDERING

- 10.1. The Licensee acknowledges and agrees that at all times it will be responsible to abide by those anti-money laundering and combating the financing of terrorism requirements to which it is subject, including, but not limited to, the Directive (EU) 2018/843 of the European Parliament and of the Council of 30 May 2018 amending Directive (EU) 2015/849 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing, and amending Directives 2009/138/EC and 2013/36/EU, the FATF principles, the Licensee's national laws and regulations, as amended or substituted from time to time, and any related and applicable guidance documents issued by its competent authorities.
- 10.2. Each Party may, from time to time, at its own reasonable discretion and for compliance with its internal policies and applicable legislation, require the other Party to provide information and due diligence documents in connection with the applicable anti-money laundering legislation. The other Party shall cooperate and provide all required



information within a reasonable time limit, but no later than 3 (three) calendar months from such request.

11. GENERAL PROVISIONS

- 11.1. This Agreement constitutes the entire agreement between the parties with respect to the Licensed Games. Any other arrangement, declaration or action shall be deemed invalid. This Agreement may be amended only in a written agreement that is duly executed by each of the parties.
- 11.2. The failure of any Party to take action or exercise any claim hereunder in the event of default shall not be construed as a waiver of such right or a similar one in the future.
- 11.3. This Agreement and its provisions should be governed by and construed in accordance with the laws of Republic of Latvia, without regards to the principles established with the existence of conflict-of-laws rules. Any dispute regarding the existence and enforceability of this Agreement or in relation to it or its breach, including disputes and dissention regarding its validity, interpretation, termination, execution or non-execution, shall be settled by way of negotiations.
- 11.4. All disputes, differences or claims arising out of or in connection with the present Agreement, which concerns it or an infringement of it, termination or invalidity, shall be finally settled at the Baltic International Arbitration Court (registration No. 40008234859) in accordance with its Arbitration Rules. The language to be used in the proceedings shall be English.
- 11.5. Each Party will, at the request and expense of the other party, execute any document and do anything reasonably necessary to implement this Agreement, and use all reasonable endeavors to procure that a third party executes any document and does anything reasonably necessary to implement this Agreement.
- 11.6. In the event that any provision of this Agreement is held to be invalid under any applicable law, this shall not affect the remainder of this Agreement. The parties should amend such provision with an applicable one, which is most similar to the initial one within the limits of applicable legislation.
- 11.7. The parties may not assign their rights hereunder to third parties without the prior written consent of the other party.
- 11.8. A notice given to a Party under or in connection with this Agreement shall be in writing and sent to the Party at the address given in this Agreement for that Party, or as otherwise notified in writing to each other Party. The following table sets out methods by which a notice may be sent and, if sent by that method, the corresponding deemed delivery date and time:

Delivery method	Deemed delivery date and time
Delivery by hand:	On signature of a delivery receipt;



International courier service:	The earlier of 9.00 am on the 3 rd business day after posting, or at the time of delivery recorded by the delivery service.
Email:	Notices sent via email shall be deemed to have been received by the addressee within twenty-four (24) hours of transmission to the email address indicated below, in the absence of a failure delivery notice.

Any notice given by one Party to the other under or in connection with this Agreement shall be dispatched to the following address:

For the Licensor:

Address: Blaumaņa street 5A – 3, Riga, LV-1011, Latvia

Email address: office@imk365.com

For the Licensee:

Address: Kaya Richard J. Beaujon Z/N Landhuis Joonchi II, Curacao

Email address: compliance@winity.com; limassol@oneworldweb.net

And with copy to winlinkbv@g-force-corporate-services.com

Signed for and on behalf of
SIA IMK 365
By Vasil Ganev, Director

Signed for and on behalf of
Winlink B.V.
By Director Gouloud Mercedes
Hammoud
(on behalf of Guardian Corporation
Curacao B.V., Managing Director)

DocuSigned by:
Vasil Ganev
06C8F3BC83B64C0...

[Signature]

[Circular Stamp: Winlink B.V.]

ANNEX A
"FINANCIAL CONDITIONS"

1. The Licensee shall pay the Licensor a License Fee for each month of the duration of this Agreement as described below.

1.1. Monthly License Fee payable for the entire duration of this Agreement, based on the following criteria:

a) **Online Casino Games of Amusnet Interactive Limited and EGT Digital Ltd.:**

Monthly Revenue* (*defined in 3. below)	Gross in Euro	Gaming Euro	License Fee in % (percent)
0 – 500 000.00			12%
500 000.01 – 4 000 000.00			11%
4 000 000.01 and above			10%

In order to avoid any doubt, the License Fee of the Licensor shall be calculated on the basis of the total monthly Gross Gaming Revenue from the provided Online Casino Games to the Licensee. For example, the monthly Gross Gaming Revenue from Online Casino Games, provided to the Licensee, is **EUR 1 000 000.00** (a license rate of **11%** is applied) forming the license fee for the Licensor at the amount of **EUR 110 000.00** (excluding VAT) payable to the Licensor.

b) **Live Stream Games of Amusnet Interactive Limited:**

Monthly Revenue* (*defined in 3. below)	Gross in Euro	Gaming Euro	License Fee in % (percent)
0 and above			8%

In order to avoid any doubt, the License Fee of the Licensor shall be calculated on the basis of the total monthly Gross Gaming Revenue from the provided Live Stream Games to the Licensee. For example, the monthly Gross Gaming Revenue from Live Stream Games, provided to the Licensee, is **EUR 1 000 000.00** (a license rate of **8%** is applied) forming the license fee for the Licensor at the amount of **EUR 80 000.00** (excluding VAT) payable to the Licensor.

- For EGTD Licensed Games, all negative amounts in the GGR calculation shall be treated as 0 for calculation purposes and shall not be accumulated (deducted from the positive results).



- The GGR results of Online Casino Games and Live Stream Games shall not be accumulated and aggregated, and the License fee shall be calculated for each type of games separately. The results of Amusnet Interactive Ltd. Licensed Games and EGT Digital Ltd. Licensed Games shall not be accumulated and aggregated and the License fee shall be calculated for each provider's games separately.
 - Licensee shall be subject to **Bonus deduction of 20%** applied to the License Fee for Amusnet Interactive Ltd. Licensed Games only for the first 3 (three) months from the Go-live date of Amusnet Interactive Ltd. Licensed Games.
 - While Bonus Deduction is applicable, the License Fee for Amusnet Interactive Ltd. Licensed Games shall be calculated from the **Net Gaming Revenue** as described below and once the Bonus Deduction will no longer apply, the License Fee shall continue to be calculated from the Gross Gaming Revenue.
2. In the event that the Licensee's Gross Gaming Revenue equals or is less than EUR 0.00, the Licensor shall not issue an invoice nor deduct or accumulate any accrued negative amount of Gross Gaming Revenue against the Monthly License Fee, for the next reporting periods.
 3. The Net Gaming Revenue shall mean the following for each calendar month:
The total amount of all Bets placed by the End users of the Licensee minus all Winnings on all Licensed Games minus the Bonus Deduction (if any and as agreed separately with between Licensor and Licensee by means of Amendment to this License Agreement). In order to define the term "Net Gaming Revenue", the words and expressions set forth below shall have the following meaning:
 - **Bets** – shall mean the total amounts placed in all Licensed Games by the End users;
 - **Winnings** – shall mean the total amounts of winnings paid to End users from all Licensed Games;
 - **Gross Gaming Revenue** – The total amount of the Bets placed by the End Users of the Licensee minus the Winnings;
 - **Bonus Deduction** – shall mean the total monthly Bonus Deduction that can be accounted for the purpose of this definition as agreed by Parties from time to time.
 - 3.1. Prior to executing the payments, the Licensee shall be responsible for verify that the Protocols and invoices received have been signed electronically which can be verified online through the portal: <https://www.eparaksts.lv/en/>.
 4. The payment of the fee for the previous month shall be due and should be made within two weeks from the receipt of an invoice. Payment shall be executed via bank transfer to the bank

account provided in 5.1 from the bank account provided in 5.2. The invoice shall be sent to the following email address invoice@winlink.com

4.1. Licensors Bank account:

Beneficiary: SIA IMK 365
Bank: Paymix Limited
IBAN: MT34PYMX09014000002894620100001
BIC: PYMXMTMTXXX

Taking in consideration that the Bank account of Licensor may change in the future, the Parties hereby agree that payments received under the Agreement shall be made to the Licensor's Bank account indicated by Licensor in the respective invoice, which may differ from the Licensor's Bank account indicated in the Agreement.

4.2. Licensee's Bank account:

Beneficiary: Winlink B.V.
Bank: Bilderlings Pay Limited
IBAN: GB60BIYS0099565280433
SWIFT or BIC: BIYSGB2A

5. Unless otherwise agreed between the Licensor and the Licensee, all sums subject to calculation and payment under this Agreement, shall be paid in euros (EUR). When the bets are placed or the winnings are paid in other currencies, the exchange date in EUR should be the last day of the calendar month, for which the fee is calculated. The exchange shall be made using the currency converter <http://www.xe.com/>.
6. All payments under the hereby Agreement shall be made by Licensee to Licensor in full, without any deductions, regardless of their origin. If any of the payments due by the Licensee is or may be subject to any tax, levy, charge, including, without limitation, any taxes on profits, turnover or income, or any similar obligation ("Taxes"), whether of national or regional nature, or are imposed by means of deductions or declarations or are imposed or may be imposed by Licensee's governing jurisdiction or any other applicable jurisdiction other than Licensee's governing jurisdiction, Licensee shall pay all such Taxes at its own expense, so that Licensor receives the payment under this agreement at their full contractual amount.
7. The Licensee shall be responsible for collecting the bets due by the End Users, and the payment of the winnings.
8. Irrespective of any other form of compensation, which the Licensor may claim by virtue of this Agreement, each delayed sum shall accumulate an interest of 0,05 per cent per day from the date of arising of the obligation. Late payments of obligations shall be allocated first for payment of the interest and second for payment of the principal.
9. For repeated delays in payments due to the Licensor, that is – when a delay of a payment has occurred more than once, the Licensor shall have the right to impose on the Licensee a fixed penalty fee of EUR 1000.00 for each delayed month. The fixed penalty for repeated delays



shall be payable in addition to the accumulated interest for late payments mentioned in Article 9 above.

- The fixed penalty shall be applicable (if Licensor determined to apply it) in the event when Licensee has delayed payments due to which the access to Licensed Games has been suspended pursuant to Article 7.5.4 of this Agreement. When the Licensee has settled his outstanding obligations and the access to Licensed Games is renewed, the fixed penalty will be charged in the following monthly invoice.
10. The Licensor reserves the right to immediately terminate provision of Licensed Games to the Licensee and all clients of Licensee, if the Licensee has not made payments to Licensor in accordance with Licensor's invoices for more than 10 (ten) days. The provision of Licensed Games can be renewed upon the request of Licensee, only if the Licensee has settled all payments due to the Licensor, including the accumulated compensation for late payments.
 11. Invoices should be paid by the Licensee in accordance with Licensor's calculation indicated in the Protocol and the invoice. In case of any discrepancies between Licensee's and Licensor's data regarding calculation of the License fee, the Licensor will assist only in identifying the reason as to why such discrepancy has occurred. The amount may be corrected at the sole discretion of the Licensor, if Licensor finds that an error has been made in the calculation of the License fee.
 12. Licensee has the right to dispute and challenge an invoice within 30 calendar days after the receipt of the invoice. Invoices shall be considered as received within 1 business day after they have been sent to Licensee via email as indicated herein. If the Licensee has not disputed and challenged the invoice within 30 calendar days, the Licensee unconditionally agrees that the invoice amount is correct and acceptable to the Licensee, and undertakes not to dispute or challenge the invoice in the future.
 13. The above financial conditions are valid for integration through Platform operated by Winlink B.V. Should any change of the used platform and/or new integration be required by Licensee resulting in any additional expenses occur to the Licensor, the Parties shall negotiate amendments in the financial conditions in good faith.
 14. In the event of a tournament or other type of event organized by the Licensee which include the Licensed Games, considering the expectations for increased Monthly Gross Gaming Revenue, the Licensor may grant to the Licensee a discount from the invoiced amount for the respective month in which the tournament or the respective event has been conducted. The amount of the discount shall be determined by the Parties before beginning of each tournament or event by means of correspondence exchanged by email which shall be deemed as electronic legal statements recording the outcome of the negotiation for a discount in accordance with the amount and the conditions included herein.
 15. In the event of a tournament or other type of promotion organized by the Licensee or proposed by the Licensor, considering the expectations for increased activity with playing particular Licensed Games, the parties agree on the following procedure to be followed:



- a) For an upcoming event or a tournament, the Licensor from time to time may provide the Licensee with a promotion offer (the "Offer"), which must be sent from any of the authorized email addresses of the Licensor:

- commercial@imk365.com
- Agata.primaka@imk365.com
- Vasil.ganev@imk365.com

- b) The Offer shall be sent in the approved form as below:

TOURNAMENT/EVENT INFORMATION TABLE	
Provider	SIA IMK 365
Client	
URL/Environment (Skin)	[URL]/[Environment]
Period of the tournament/event	[From/To]
Invoice for deduction	[Month] [Year]
Discount when fixed amount	[EUR/USD/BGN] [Amount]
Discount when calculated in percent	[__%] from [GGR/NGR], generated by [Name of Game/Games]
Approved on behalf of the Provider	[Name] [Position], date of approval
Approved on behalf of the Client	[Name] [Position], date of approval
Special conditions (if any)	

- c) The Licensee shall accept the Offer within 10 business days from receiving the Offer by responding in writing from any of the below authorized email address of the Licensee:
- serjl@mserverone.com
 - apanchenko@mserverone.com
- d) The date of receipt shall be considered the same calendar day on which Licensor has sent the Offer through the email addresses as above.
- e) If the Offer is not accepted within 10 business days from the date of receiving the Offer, the Offer shall be deemed invalid, and the Licensor may prepare and send a new Offer at Licensor's sole discretion.



- f) Once the Offer has been accepted in a timely manner by Licensee as per procedure above, the Licensor shall start monitoring whether all the negotiated conditions are followed and completed by the Licensee. In case the Licensee successfully complies with all agreed conditions, the Licensor shall grant to the Licensee a discount from the invoiced amount for the respective month in which the tournament/event has been conducted.

16. If the conditions are not complied with fully or partially, the Licensor shall not grant the discount to the Licensee for the respective month.



ANNEX B
“SERVICE-LEVEL AGREEMENT”

Support

- **E-mail:** support@amusnet.com – for all questions, 24 hours, 7 days in a week. Answers to the questions shall be sent from 8:30 am to 05:30 pm Central European Time (CET).
- **Phone:** +359 2 875 30 29 (mobile) for all questions of critical importance.
- **Slack ID:** support@amusnet.com for any questions 24 (twenty-four) hours, 7 (seven) days in a week.
- **Correspondence language:** The language used for the maintenance is English.

Maintenance: The table below describes the different time categories of the faults.

Time category	Description
A	On working days during working hours from 08:30 am to 05:30 pm (CET)
B	On working days from 05:30 pm to 8:30 am and on nonworking days from 08:30 am to 5:30 pm (CET).
C	On nonworking days from 5:30 pm to 08:30 am (CET).

The table below indicates the time of acknowledgement of certain actions.

Fault	Acknowledgement of reported faults		
	Time category		
	A	B	C
1 st degree	30 minutes	45 minutes	1 hour
2 nd degree	45 minutes	1 hour	4 hours
3 rd degree	1 hour	4 hours	8 hours

The table below indicates the time for which the specific actions should be performed.

Fault	Start of Fault removal		
	Time category		
	A	B	C
1 st degree	15 minutes	50 minutes	1.30 hour
2 nd degree	2 hours	4 hours	10 hours
3 rd degree	24 hours		

Scheduled maintenance

All clients shall receive a message before the scheduled suspension of network access. The message shall also inform the client about the approximate duration of this suspension.

The scheduled monthly maintenance of software and Licensed Games is maximum 4 hours, i.e. maximum 48 hours per year, during which neither the Licensee, nor the end user shall have access



to the software or the Licensed Games.

The longest possible period of full availability has been calculated as follows: 365 days x 24 hours = 8,760 hours per calendar year. After reducing this one with the periods of non-availability and finalization of the installation/starting period, and according to the next paragraph, the Licensor shall pay reasonable efforts to ensure 99.45% availability of the Licensed Games for each 12-month period.

Services

- Game strategy. The Licensor shall develop and host the whole strategy of the game.
- Graphical presentation of the games. The Licensor shall ensure all graphical objects for the games in a packet of marketing materials.
- CDN. All permanent objects of the game shall be sent to the players via CDN.
- Back office. Casino management and reporting.
- DNS. The Licensor shall provide DNS connection services.
- Support. The Licensor shall provide different contacts for the maintenance, as described herein.
- Game control. Activating and deactivating of games upon the Licensee's request.



ANNEX C "SERVICE-LEVEL AGREEMENT"

Support

- **E-mail:** servicedesk@egt-digital.com – for all questions, 24 hours, 7 days in a week. Answers to the questions shall be sent from 8:30 am to 05:30 pm Central European Time (CET).
- **Phone:** +359 879 460 806 (mobile) for all questions of critical importance.
- **Correspondence language:** The language used for the maintenance is English.

1. Incident levels

Priority	Impact	Criteria	Description
P1	Critical	Critical business impact	Agreed services are not functioning or not accessible. Severe degradation of agreed service.
P2	Essential	Significant business impact	Some games are not accessible. Significant degradation of agreed service for large number of End Users.
P3	Moderate	Some business impact	Degradation of agreed services for a small number of End Users. Occasional delays and timeouts. Less significant game features are unavailable.
P4	Minor	Minimal business impact	Non-material problems with minimum effect on End Users game experience. Minor delays.

2. Performance of Maintenance and Support Services

The Licensor with the support of EGTD as the licensed games manufacturer will provide to the Licensee the following maintenance and support Services for the Products:

- 2.1. Hotline service (telephone) and help desk (email) for the reporting of Incidents related to the Products;
- 2.2. provision of workarounds, if technically possible and adequate, as a temporary solution in case of Level P1 Incidents based on defects;
- 2.3. provision of Software Updates to address defects discovered in the Products;
- 2.4. provision of reports concerning the Games /RGS in extent and format to be agreed upon by the Parties.



- 2.5. The provision of maintenance and support Services requires that the Licensee fully and correctly provides the following information when reporting Incidents:
- a) general statement of the Incident, including anticipated results and observed results;
 - b) frequency, patterns and timing of the Incident, and the steps that lead to the Incident;
 - c) where in the Product the Licensee considers that the Incident has occurred;
 - d) whether the Incident can be reproduced;
 - e) supporting data from database dumps, screen shots, reports, etc.;
 - f) details of the business impact of the Incident or confirmation that the Incident has no or minimal business impact (according to the severity levels as set forth in this Service Level Agreement Schedule); and
 - g) details of other parts of the Licensee System environment that may be relevant.

- 2.6. Licensor may require additional information from Licensee in order to fully investigate the cause of the Incident. An Incident will only be deemed to be reported to Licensor when the Licensee has provided all information required by Licensor stated above. Level P1 Incidents will only be deemed to be reported if Licensee reports the Incident at least also via Licensor's/EGTD's hotline service.

2.7. Excluded Maintenance and Support Services

The maintenance and support Services shall not include:

- a) the support of any code or parametrization created by the Licensee;
 - b) the resolution of any Incident arising out of any unauthorized use of the Products by the Licensee including, but not limited to:
 - deployment of the Products on hardware or Third Party platforms, or with versions of Third Party Products that are not supported by Licensor;
 - use by the Licensee for a purpose other than as stated in this Agreement;
 - use of the Products executed by the Licensee in a way not set out in the Documentation;
 - unauthorized modification by the Licensee, whether manually or electronically, of any portion of the Products; or
 - unauthorized modification of data or data structure upon which the Products depend, including, without limitation, database data, tables, or indices.
- 2.8. use of the Products through versions or types of software that are not supported by Licensor including, without limitation, unsupported operating systems, unsupported web browsers, or unsupported versions of supported web browsers, or unsupported mobile devices.
- 2.9. Technical support does not include:
- a) the support of any code created by the Licensee;
 - b) the resolution of any Incident arising out of Licensee's activities
 - c) any failures at the Licensee Website;



- d) loss of power to the Licensee Website;
- e) any external circumstances that affect the environment in which Licensee is housing Licensee's own or rented equipment relating to the Licensee System;
- f) hardware, firewall, and/or network failures beyond Licensor's control;
- g) Licensee System faults beyond Licensor's control;
- h) failures within Third Party Products, third party hardware, or third party services;
- i) Force Majeure Event;
- j) unauthorized physical or electronic intrusions into the Licensee Website, except directly through the Products;
- k) operation of any Third Party Products, other than Third Party Products approved by Licensor, on the Licensee Website; or
- l) any security related procedures, including, without limitation, a distributed denial of service (DDoS) or similar attack at the Licensee Website;
- m) Unlawful activities of the Licensee.

3. Incident report

It will be the Licensee's obligation to track and report Incidents to the Licensor. Incidents can be reported by telephone, e-mail or online chat. The applicable maximum response and/or resolution time will always start at the moment of receipt of the relevant Incident by the Licensor (confirmation of receipt).

When notifying Licensor of any Incident, the Licensee must provide Licensor with the information and materials that Licensor needs to reproduce such Issue, including, without being limited to, an example of where and when the Incident occurred and a listing of the related input and output, and a written explanation of the Issue.

Incidents cannot be considered for SLA measurement until reported with sufficient information and correct escalation.

4. Incident response times

If a Resolution is not practical or possible within the target resolution time, Licensor will advise on complexity and provide a plan with timelines and impacts.

Priority	Availability	Response time	Resolution time
P1	24/7	0.5 hour	Resolution will be attempted on a best effort basis within 6 hours.
P2	24/7	1 hour	Resolution will be attempted on a best effort basis within 12 hours.

P3	24/7	4 hours	Resolution will be attempted on a best effort basis within 3 business days.
P4	24/7	6 hours	Resolution will be attempted on a best effort basis within 10 business days.

5. Support levels

First line of support

24/7 Help Desk

Second line of support

Senior system administrators. Escalated for issues with infrastructure, connectivity, security. Not overly complex database issues will also be handles at this stage.

Third line of support

Senior developers. Escalated for issues which require code changes or for complex database fixes

6. Planned changes and maintenances

Licensors will announce normal changes or maintenance work 5 business days in advance at the latest. In case the Licensee does not disagree within two (2) business days, the announcement is considered approved.

In case the Licensee refuses approval, Licensors' liability for resultant loss or damage is excluded. Planned outages shall not exceed total amount of 48 hours per year.

7. Emergency changes & maintenances

In case of incident with critical business impact Licensors has the right to perform emergency maintenance immediately. Licensors shall inform the Licensee as soon as possible.

8. Planned changes and maintenances by the Licensee

The Licensee is required to announce maintenances 5 business days before the maintenance takes place.

9. Service availability

The availability shall be 99.0% in each Month for the first 6 Months after Launch Date. After this initial period, the availability shall be 99.25% in each Month.

Availability is calculated on a Monthly basis, excluding general internet latencies and routing issues out of Licensor range of influence.

Availability is measured using the Licensor's/EGTD's monitoring system.

The Service Levels are not applicable for any Incident if the reason for the Incident is an External Event, Scheduled Maintenance or Emergency Maintenance within the durations agreed.

10. Target performance

Licensor expects an average duration of 200ms for backend-communication including latency from the Licensee.



ANNEX D
"DATA PROTECTION"

**1. SUBJECT, OBJECTIVE AND LEGAL GROUNDS OF THE DATA PROCESSING UNDER THE
HEREBY AGREEMENT**

- 1.1. The Licensee (acting in its capacity of a Controller) submits to the Licensor (acting in its capacity of a Processor) the following categories of personal data:
 - a) General personal data: static IP addresses,
 - b) Sensitive data: not applicable.
- 1.2. The data subject to Article 1.1. shall be processed for the following categories of data subjects – End Users using the Game content provided.
- 1.3. The data is only provided for the performing of the services described in the License Agreement, and namely: Provision from the Licensor to the Licensee, the Licensor's entire portfolio of online games and products, providing technical support, facilitating the efficient and effective communication between the Parties, ensuring observance of all legal duties which either of the Parties is subject to.
- 1.4. The Licensor shall not process personal data for purposes different from the ones set out the hereby Agreement and its Annexes.

2. DUTIES OF THE DATA PROCESSOR

- 2.1. The Licensor, in its capacity of a Data processor to the present agreement is obliged to:
 - 1) adhere to the applicable data protection legislation at any time during the processing of data,
 - 2) process the data provided only for the purpose of rendering the assigned service, and in accordance with subsequent written arrangements negotiated between the Parties and in the course of data processing, act based on the documented written instructions of the other Licensee, which shall also include orders for the suspension of the further processing of data,
 - 3) transfer the personal data provided to third parties in accordance to the agreed in the present Agreement,
 - 4) not process personal data for his own aims or to include personal data of any product or service, offered to third parties,
 - 5) assist the Licensee in its fulfilment of obligations resulting from the personal protection legislation, and shall fully support and promptly submit any information needed, to the Licensee, so he could answer any third-party requests (for example, data subjects or supervisory authorities) for the exercising of their rights, according to personal data security legislation,
 - 6) Promptly forward to the Licensee third party requests, which are made directly to the Licensor, in relation to the personal data of the Licensee,
 - 7) The access to the personal data shall be limited to the natural persons, who shall have access to the data in relation to the work they perform, in accordance with the License Agreement.



- 2.2. The Licensors shall keep registries for all categories of activities in relation to the processing made on behalf of the Licensee.
- 2.3. The Licensors to the present Agreement, acting in its capacity of a Processor of personal data provided by the Licensee, has the right to refuse the performance of certain instructions given by the Licensee, as long as these instructions do not correspond to the type of personal data processed and are not applicable, require obviously excessive measures, not corresponding to the activities of processing, and also, such which are in breach of the GDPR or the local legislation.

3. RIGHTS OF THE DATA SUBJECTS

- 3.1. By filing an access request, the data subjects shall have the right to receive certain information on the processing of their personal data. They could also ask for their personal data to be corrected, deleted, restricted or blocked. Furthermore, according to GDPR, the data subjects shall be entitled to data transfer and objection, and shall have the rights associated with automated decision making, including profiling.
- 3.2. The Licensee shall be responsible for the exercising of the rights of the data subjects. The Licensors could respond to the respective requests of data subjects only after a prior written consent given by the Licensee.
- 3.3. In case a data subject makes a request directly to the Licensors, in relation to the exercise of his rights, the Licensors shall immediately forward this to the Licensee.
- 3.4. The Licensors shall notify in due time the Licensee upon the receipt of a request, message, application, claim or complaint submitted by:
 - 1) any state, regulatory, and supervisory authority, including the Personal Data Protection Commission or another supervisor,
 - 2) any court or another state body,
 - 3) any data subject.
- 3.5. The Parties agree that upon the receipt of a request for the exercising of rights, they shall cooperate with each other and shall provide (within 10 days) the required support, enabling them to respond to this request and address any other inquiries or complaints filed by the data subjects.

4. SUBSEQUENT PROCESSING OF PERSONAL DATA. SUB-CONTRACTORS

- 4.1. The Licensors has the right to use the services of other data processors.
- 4.2. For the data subject to the present Agreement the Licensors shall have the right to use other processors as subcontractors.
- 4.3. The Licensors guarantees that the above-mentioned processor undertakes the same obligation for protection of personal data, as stipulated in the present Agreement.
- 4.4. The Licensors is obliged to execute a written agreement for the protection of personal data of the Licensee with each subcontractor, which includes the conditions, which provide at least the same level of protection of personal data of the Licensee and the requirements of Art. 28 (3) of the GDPR.
- 4.5. The data processor could continue to use the subcontractor, which process the personal data of the Licensee upon the date of execution of the present Agreement, only if the respective subcontractor has performed its obligations in accordance with the applicable legislation.



5. TECHNICAL AND ORGANIZATIONAL REQUIREMENTS

5.1. Each Party shall undertake appropriate technical and organizational measures to guarantee the security of the processed data and to protect it against accidental and illegal destruction, unintentional loss or unauthorized access.

Each Party shall follow the Minimum-Security Requirements, which include the following:

In terms of employees	1. Employees shall be bound by confidentiality clauses. 2. There shall be defined access levels and responsible persons, and access to personal data shall be restricted only to the information needed by the respective employee to perform on his/her office duties. 3. Employees involved in the processing of personal data shall attend regular training sessions on security policies and instructions, applicable data protection legislation, etc.
In terms of physical security	1. The premises used should be protected by appropriate physical security measures, including measures against fires, floods, burglary, etc. Furthermore, in order to control access to the premises, there shall be introduced procedures and equipment in the form of alarm systems, locks, etc. 2. Implementation of policies regulating the type of information, archiving procedures and contingency plans authorized for access by designated employees.
In terms of IT security	1. Use of encryption and pseudonymization (if possible) and provision of regular backup copies. 2. Setting up a safe IT environment, including required routine safety procedures aimed at avoiding virus attacks or other threats that could be harmful to the IT environment. 3. Documenting the various types of processing. 4. It shall be guaranteed that each staff member shall use suitable safety passwords to access systems or data bases, containing the personal data submitted.

5.2. In order to secure the performance of the aforementioned measures, each Party shall introduce relevant procedures and policies.

6. RETENTION AND DELETION OF DATA

6.1. The recipient of personal data shall not keep or process the data provided for a period longer than the one needed for the achievement of the goals referred to in Art. 2 hereinabove.

6.2. Notwithstanding Art. 6.1, the Parties shall proceed with the retention of shared personal data in observance with all legal and professional storage periods applicable to this data.

6.3. Under the following circumstances, all personal data that has been shared shall be returned by

its recipient to the person who has disclosed it:

- a) upon termination of the present Agreement or the License Agreement, regardless of the reason,
 - b) b/ as soon as the processing of personal data is no longer required for the purposes for which it has been initially shared, as stipulated in Art. 1 hereinabove,
 - c) c/ the preceding paragraphs shall not apply in the event of the receiving Party having justifiable legal grounds to continue the processing of shared data.
- 6.4. Should it be impossible for the data to be returned in the way described in Art. 6.3 herein below, the recipient shall destroy the personal data shared. The obligation under the previous sentence shall have no effect if the Party has a legal obligation or a legitimate interest to store the said data.

7. DATA TRANSFER OUTSIDE EUROPEAN UNION, CONFIDENTIALITY

- 7.1. Each Party declares that it shall process in complete secrecy the personal data provided.
- 7.2. Each Party shall commit itself not to disclose in any way the confidential information related to the processing of personal data under the License Agreement, which has become known to it in the course of work.
- 7.3. Within the meaning of the present Agreement, confidential information shall be defined as any commercial, technical or financial information associated with the processing of data, which has been received in writing, verbally or in electronic format.
- 7.4. Within the meaning of the Agreement, divulgence of confidential information shall constitute any verbal or written statement, transmission of information on paper, in electronic format or through another type of carrier, postal service, fax or e-mail, as well as any other method of information disclosure, including mass media, print media or Internet.
- 7.5. Each Party shall ensure the reliability of all employees having access to personal data; shall make sure the personnel is properly trained on how it should take care of, protect and handle personal data; and shall guarantee employees' acceptance of the confidentiality provisions associated with the processing of personal data.
- 7.6. The duties under the previous paragraph shall not apply if the Parties are statutory obliged to reveal information.
- 7.7. As long as it was not agreed otherwise, the Licensor shall not transfer any personal data (for the avoidance of any doubt, this includes the giving of access to this data) outside the country, in which they have been collected or received, and if the country is within the European Economic Area (EEA), shall not transfer data to countries outside the EEA. If the parties have agreed that personal data of the Licensee, which is within the EU/EEA is to be given to the Licensor in a country outside the EU/EEA, the Licensor shall guarantee that the transfer in each and every moment shall be in compliance with the requirements of the applicable legislation for the protection of personal data (for example, via the application of standard clauses, for the purposes of which, the Licensee will be considered as a data exporter and the Licensor, for a data importer).

8. BREACHES OF DATA SECURITY AND REPORTING PROCEDURES

- 8.1. Each Party shall notify the other Party as soon as possible on every potential or actual loss of shared personal data and on each case in which such potential or actual loss has been identified.



Therefore, the Party concerned shall provide information needed to assess the actions that will have to be taken in view of the applicable legislation.

- 8.2. The Parties agree to provide reasonable assistance in order to facilitate the processing of any breaches in the security of personal data.

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to be a single word or a short phrase.

ANNEX E
"WEBSITE APPLICATION FORM"

ANNEX D	WEBSITE APPLICATION FORM
Parties pursuant to the License Agreement	
Licensors	
Registered Address	
Licensee	
Registered Address	
Date signed	

1. Website Information

URLs (list all)	Operating Markets

2. Gaming Licenses

Name of Authority that issued the license	License (if applicable)	Class	License number/reference	Valid until

3. Additional Conditions (if any)

Set-up Fee:	
Platform:	
Other:	

Date:

Signed for and on behalf of
.....
by - Director

Signed for and on behalf of
.....
by - Director