

SOFTWARE LICENSE AGREEMENT

THIS SOFTWARE LICENSE AGREEMENT (the "**Agreement**"), is entered into by and between:

TIDAL HOLDING LIMITED, a company incorporated under the laws of the Republic of the Marshall Islands, with company registration number 126631 and registered office address at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro MH 96960 Marshall Islands, (the "**Licensor**"), and

Winlink B.V., a company incorporated under the laws of Curacao, with company registration number 154346 and its registered office at Kaya Richard J. Beaujon z/n, Landhuis Joonchi 2, Curacao and registered office address at (the "**Licensee**").

Each of the Licensor and the Licensee shall hereafter be referred to as a "**Party**" and collectively referred to as the "**Parties.**"

WHEREAS:

- a) The Licensor is the holder of all requisite rights to use and distribute the Intellectual Property Rights in and to an online gaming platform (the "**Licensor's Platform**"), and to those online Games that shall be provided to the Licensee under and in accordance with this Agreement;
- b) The Licensee operates in the internet gaming service sector and is the holder of all Intellectual Property Rights of its online game platform (the "**Licensee's Platform**"), whereby the Licensee wishes to license the Licensor's Games, for the purpose of offering these Games to its Players in the Territory; and
- c) The Parties wish to enter into this Agreement for the purposes of making the Games available to Players (as defined below) in return for good and valuable consideration, subject to and in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1. In this Agreement, the following expressions shall have the respective meanings assigned to them below. Terms concerning computer or software which are used herein but not otherwise defined shall have the meaning normally attributed thereto in the computer software industry.

Affiliate shall mean any person or entity directly or indirectly controlling, controlled by, or under common control with a Party. For the purpose of this definition, "control" (including, with correlative meanings, the terms "controlling", "controlled by" and "under common control with") means the power to manage or direct the affairs of the person or entity in question, whether by ownership of voting securities, by contract or otherwise;

Applicable Legislation means all applicable legislation, regulations and any and all

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directives and/or guidelines of any applicable regulatory, judicial or governmental authority, in force from time to time, relating (as the context requires) to each Party's obligations under and/or pursuant to this Agreement, including, for avoidance of doubt, applicable anti-bribery and anti-corruption legislation;

Bets means the total gross amount of all bets made by Players on the Games;

Business Day means a day which is not a Saturday, Sunday or public holiday in the Republic of Cyprus;

Licensor Parties shall have the meaning ascribed thereto in Section 9.5;

Licensor Trademarks shall mean the trademarks, service marks, trade names, logos and designs and other proprietary marks used by the Licensor in connection with the Games, licensed to Licensee in accordance with the terms hereof;

Confidential Information shall have the meaning ascribed thereto in Section 7.1;

Data Protection Laws shall mean the 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 ("GDPR") and any amendments or replacements to the foregoing, and all applicable domestic and foreign laws, rules, directives and regulations, on any local, provincial, state, federal or national level, pertaining to data privacy, data security or the protection of Personal Data, including the Privacy and Electronic Communications Directive 2002/58/EC (and respective local implementing laws) concerning the processing of personal data and the protection of privacy in the electronic communications sector (Directive on privacy and electronic communications);

Effective Date shall mean the date on which this Agreement is signed by both Parties and, if signed on different dates, the later date;

Force Majeure shall have the meaning ascribed thereto in Section 12.1;

Games means games, including but not limited to slots and live casino games developed and/or provided by the Licensor to the Licensee via the Integration from time to time;

Gross Gaming Revenue or GGR	means the Bets wagered by Players less Winnings awarded to the Players, generated in connection with the Games;
Integration	means (i) the integration of the Games to the Licensee's Platform, or (ii) the provision of links to the Licensee so that Games are accessed from the Licensor's Platform, or (iii) the integration of the Games by other means in accordance with the Licensee's requirements provided it can be technically supported and accepted by the Licensor, all for the purpose of making the Games available to Players;
Intellectual Property Rights	means pending or granted patents, trademarks, service marks, trade names, registered and unregistered designs, trade or business names, copyright (including, but not limited to, rights in software), and any applications for any of the aforesaid, and further includes trade secrets, databases, know-how, rights in confidential information and any other intellectual property rights whatsoever irrespective of whether such intellectual property rights have been registered or not, which may subsist in any part of the world;
Go-Live	means the date on which Games are made available to Players by the Licensee for real money gambling;
Monthly Revenue Share	shall mean a share of the monthly revenues generated from the Games, calculated as a percentage of the monthly GGR as specified in Section 5 herein;
Operating License	means any and all permits, licenses, certifications, consents or other authorizations required under any Applicable Legislation for a party to perform its obligations under this Agreement;
Personal Data	means any information which could be used, either directly or by employing additional means, to identify a natural person, and that is shared with or processed by either Party in the context of the performance of this Agreement.
Players	means customers of the Licensee who access the Games;
Regulator	Means any applicable regulatory, enforcement or governmental authority or agency having jurisdiction over each Party's obligations under this Agreement, and/or any governmentally regulated or controlled corporation or institution;

Third-Party Content	shall have the meaning ascribed thereto in Section 2.5;
Third-Party Content License Fees	means any additional license fees payable by the Licensor to third-party content providers in connection with any Third-Party Content made available hereunder;
Website	means the Licensee's website(s) which shall provide Players with access to the Games under the Licensee's Operating License ;
Winnings	means the total amount of all winnings in the Games paid to the Players;
Term	shall have the meaning ascribed thereto in Section 11.1;
Territory	means worldwide, excluding the list of Restricted Territories provided in Appendix A.

- 1.2. The Recitals contained in the Preamble form an integral part of this Agreement.
- 1.3. If any provision in a definition is a substantive provision conferring rights or imposing obligations on a Party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of the Agreement.
- 1.4. The following Appendices form an integral part thereof:
 - 1.4.1. **Appendix A** – Restricted Territories;
 - 1.4.2. **Appendix B** - Service Level Agreement; and
 - 1.4.3. **Appendix C** - Data Processing Agreement.

2. GRANT OF LICENSE

- 2.1. During the Term and subject always to the terms of this Agreement and Applicable Legislation as amended from time to time, the Licensor hereby grants the Licensee a limited, non-exclusive, non-transferable, non-assignable and revocable license, solely within the Territory to use the Games for the sole purposes of:
 - 2.1.1. providing the Players access to the Games, for the Players' personal, revocable, non-transferable, non-exclusive use and not for further distribution, subject to the prior approval by each Player of the Licensee's Terms and Conditions;
- 2.2. For the purposes of the Integration, the Parties will provide know-how and resources as required to make the integration process as smooth and quick as possible. The Licensor

will provide all necessary and relevant technical information and documentation and the Parties will cooperate to complete the Integration within the agreed timeframes.

- 2.3. The Licensor may offer to the Licensee certain content, elements or components that are subject to a third-party license (the "**Third-Party Content**"). The Licensee agrees that in order to obtain the Third-Party Content it might be required to pay, in addition to the Monthly Revenue Share, any fees associated with the provision of such components, including the Third-Party Content License Fees. The Licensee shall comply, with any terms and conditions prescribed to the Licensor by its third-party licensor with regard to the offering of such content. In the event that the Licensor introduces a new component that is covered by a third-party license, the Licensee, unless it decides by notifying the Licensor in writing that it does not wish to obtain such component, agrees to pay such additional license fees, subject to mutual written agreement between the Parties, and to comply with any additional requirement.
- 2.4. The Licensor may at any time reduce, adjust or withdraw the offering of all or any of the Games (including Third-Party Content) to the Licensee, upon reasonable prior notice to the Licensee where possible, when:
- i. it is requested to do so by a third-party licensor or supplier;
 - ii. it reasonably believes that the provision of the Games (or any part thereof) pursuant to this Agreement, including the Third-Party Content, puts at risk its relationship with any third party or Regulator;
 - iii. the Licensor's rights in relation to any part of the Games, including the Third-Party Content expires or terminates for any reason;
 - iv. the Licensor considers that the Licensee does not have in place such technical and administrative measures to a good industry standard as are required to ensure the Games are only being accessed by and offered to eligible players in the Territory;
 - v. without prejudice to Section 11.3.3, the Licensee is in default of payment of the Monthly Revenue Share or fees for a continuous period exceeding thirty (30) days; or
 - vi. the Licensor is subject to or at risk of becoming subject to a third-party intellectual property right claim.
- 2.5. The Licensor may, in its sole discretion and without limiting any of its other rights, restrict or suspend the availability of the Games (or any part thereof) or to block or suspend any Player from using the Games with immediate effect where:
- i. the Licensor has reasonable suspicion of fraud, money laundering or other corrupt or collusive activities;
 - ii. the Regulator issues an order affecting the offering of the Games and/or compelling the Licensor to suspend the offering of the Games to the Licensee;
 - iii. Licensor is warned by the Regulator, or otherwise has reason to believe, that the Applicable Legislation (or the lack thereof, or any actual or proposed changes thereto) may expose the Licensor or any of its Affiliates to the risk of legal, regulatory or economic sanctions;
 - iv. the Licensee has made any of the Games available outside the Territory and/or a bet has been placed (and/or accepted by the Licensee) from a Player outside the Territory;

or

- v. in the Licensor's sole discretion, the Licensee is in breach of any of the terms of this Agreement.

2.6. The Licensee have no right to sub-license, assign or in any way discharge to any third party the right to use the Games, including the Third-Party Content.

2.7. The Games shall be denominated in EURO and any other currency as mutually agreed on by the Parties.

3. SUPPORT AND MAINTENANCE

3.1. The Licensor shall provide support services only to the Licensee in accordance with the Service Level Agreement ("SLA") attached hereto as Appendix B.

3.2. The Licensee shall notify the Licensor in advance of any payment to Players exceeding the amount of twenty-five thousand Euro (€25,000) ("**Big Wins**"). Following receipt of such notification, the Licensor shall communicate to the Licensee either approval or rejection of such payment, depending on whether a Game Malfunction (as defined below) is discovered. In the event of a Game Malfunction is discovered giving rise to such Big Win, the Licensor shall be liable to indemnify the Licensee for such amounts, unless the Licensee has made payment to Players without requesting the Licensor's approval or has ignored the Licensor's advise to not proceed to such payment. For the purposes of this Agreement, a malfunction includes a defect, error or bug in the Games which has an adverse effect on the operation, functionality or performance of the Games, save for a malfunction which arises as a result of any act or omission of the Licensee, and results in an erroneous Big Win (the "**Game Malfunction**"). The Licensor's liability under this Section 3.2 shall be subject to:

3.2.1. the Licensee complying with its obligation under Section 4.9 herein;

3.2.2. the Licensee applying reasonable efforts to monitor the Games to detect any Game Malfunction;

3.2.3. the Licensee reporting any suspected Game Malfunction to the Licensor immediately;

3.2.4. the Licensee taking all reasonable measures to mitigate any losses arising from the Game Malfunction;

3.2.5. in the event of suspected Game Malfunction, the Licensee co-operating with the Licensor, as reasonably necessary, in investigating and/or suspending (as applicable) the relevant Game until the Game Malfunction is resolved; and

3.2.6. the Licensor shall have no liability to the Licensee for any Big Wins to Players, which are directly attributable to use of the Game by a Player contrary to the rules of the Games and/or the provisions of Section 4.9 herein, including fraudulent manipulation of the Games.

4. LICENSEE'S OBLIGATIONS

4.1. By the Go-Live Date of the Games, the Licensee shall, obtain, and thereafter maintain throughout the Term, the Operating License applicable to the Licensee, as required by the Regulator or under Applicable Legislation, in order to be entitled to make available the

Games to the Players by means of the Website in the Territory. The Licensee shall be responsible for its compliance with any and all requirements (including with regard to reporting and access to information) that may be imposed in connection with the offering of the Games by any Applicable Legislation, and to procure, install and maintain any equipment and other infrastructure that may be needed to facilitate such compliance, all at the Licensee's sole expense.

- 4.2. Licensee shall complete the Integration using full functionality of the available APIs, such that the Games will appear to the Players as an integral part of the Websites.
- 4.3. Licensee shall ensure that the Integration is conducted in accordance with the integration manuals or any other technical specifications or documentation and any other changes as mutually agreed upon in writing by the Parties from time to time. Licensee is responsible for the planning and execution of the required acceptance testing following Integration and prior to date of launch of the Games. Testing must be performed according to test plan mutually agreed upon by the Parties. The Licensor will take no responsibility for the Games unless the required tests have been properly performed and a signed test protocol has been received by License prior to the Go-Live Date.
- 4.4. Licensee shall be responsible for all day-to-day operational activities and for its relationship with the Players, payment of winnings (including jackpots), payment management (such as deposits, withdrawals, fraud, handling of returned transactions), customer relationship management (CRM) and customer retention activities, bonus management, and 1st tier customer support.
- 4.5. The Licensee shall Go-Live within sixty (60) days following completion of the Integration.
- 4.7. Licensee shall be fully responsible for its actions and omissions and its full compliance with the terms and conditions of this Agreement and for all matters arising from its activities, including with regard to marketing and promotion, and, both during the Term and thereafter, shall defend, indemnify and hold harmless the Licensor Parties on their first demand, against any liability, damage, expense, loss, claim or cost, (including any settlements, fines, and reasonable legal fees) suffered by any Licensor Party in relation to such activities.
- 4.8. Licensee shall comply, with Applicable Legislation regarding money laundering, fraud and other similarly corrupt or collusive activities and shall maintain a strict fraud control to ensure that chargeback and other fraudulent behaviour in connection with the Games is minimized.
- 4.9. Licensee shall be responsible to procure, the acceptance by each Player of terms and conditions, which shall include: (i) protection of the game provider's Intellectual Property Rights, (ii) an obligation on each Player to comply with the rules of the Games and the Licensor's policies (to the extent applicable to Players), (iii) a prohibition on fraud, collusion or illegality by Players, (iv) limitations of liability of game providers and exclusions of liability of the Licensor, and (v) right of the Licensee to void and cancel bets and recover Winnings where there has been a payout in error due to a malfunction, defect or error in a Game, with a clear definition of the term 'malfunction', 'defect', 'error' or such other term to this effect used by the Licensee for the purposes of this point (vi) (the "**Terms and Conditions**").
- 4.10. The Licensee shall, in accordance with any Applicable Legislation, prevent any access and use of the Games by any third party, including without limitation Players, which are prohibited under Applicable Legislation from accessing the Games.

- 4.11. Nothing contained in this Section 4 derogates from any other obligation of Licensee under this Agreement or under Applicable Legislation.

5. REVENUE SHARE; REPORTS

- 5.1. In accordance with the provisions of this Section 5, the Licensee shall pay to the Licensor the Monthly Revenue Share, calculated as **5% of the Gross Gaming Revenue for slots**; and **8.5% of the Gross Gaming Revenue for live casino**. For the purpose of calculating the Monthly Revenue Share, if the GGR in any given month is negative, it shall be treated as zero, and therefore, the Monthly Revenue Share payable by the Licensee for that month shall also be zero. For clarity, any negative Monthly Revenue Share shall not carry over to subsequent months.
- 5.2. The Parties hereby agree that the commercial terms as stated in Sections 5.1 herein shall be subject to annual review.
- 5.3. The Licensor shall issue Licensee with an appropriate invoice in the amount of such Monthly Revenue Share and shall send such invoice to finance@winity.com. Licensee shall pay and settle the applicable invoice within ten (10) days from date of invoice. All fees are stated and payable in EURO. If the invoice remains unsettled after the specified period of ten (14) days or following the grace period outlined in Section 12.3.1, the Licensor reserves the unilateral right to suspend the provision of the Games.
- 5.4. If the Licensee fails to pay any amount due and payable by it under or in connection with this Agreement, it shall, in addition to such amount and without derogating from any other remedies available to the Licensor under this Agreement and by law, be liable to pay the Licensor interest on such overdue amount from the due date until the date of actual payment at a rate of 8% per annum.
- 5.5. Except as otherwise indicated in this Agreement, all fees are stated exclusive of any taxes, charges and duties, VAT, bank charges and expenses. If any Taxes are found to be applicable, each Party shall be responsible for paying of its own taxes, where its applicable or demanded by law. Notwithstanding the foregoing, the amount payable under this Agreement to the Licensor, after taxes, charges or duties, the Licensee shall ensure that the amount received by the Licensor is not less than the aggregate of the Monthly Revenue Share and fees due hereunder.
- 5.6. During the Term, the Licensor shall be entitled to audit Licensee's books and records relating to this Agreement, to ensure compliance with Licensee's payment obligations and compliance with the terms of this Agreement. Unless the Parties agree otherwise for each audit, the audit shall be conducted remotely, where reasonably possible. If a remote audit is not feasible, the audit shall be conducted at the Licensee's principal place of business during normal working hours as shall be notified in advance and in writing by the Licensor, and shall be conducted not more than once per each calendar quarter. The Licensee will provide the Licensor with all appropriate information and documents which are in its possession or control and which are required by the Licensor for such audit. If the audit uncovers that the Monthly Revenue Share was understated, the Licensee will promptly remit to the Licensor the balance of the amount it should have received under this Agreement. The Licensor shall bear the costs and expenses of conducting the audit, except in circumstances where such audit reveals discrepancies or violations exceeding one and

a half per cent (1.5%), in which case the Licensee shall bear the costs and expenses of the audit.

6. WARRANTIES AND REPRESENTATIONS BY THE PARTIES

Each of the Licensee and the Licensor warrants, represents and covenants to the other Party as follows:

- 6.1. It is duly incorporated, organized and validly existing under the laws of the jurisdiction of its incorporation.
- 6.2. It has the power, legal capacity and authority to perform its obligations under this Agreement, subject to regulatory approvals.
- 6.3. It shall, for the entire term of this Agreement, act in compliance with all Applicable Legislation.
- 6.4. The entering by it into this Agreement and the performance thereof, does not conflict with, or breach the terms, conditions or provisions of, or default under any other agreement or license to which it is a party.
- 6.5. There is no action, suit or proceeding at law or in equity now pending or, to its knowledge, threatened by or against or affecting it which would substantially impair its right to carry on its business as contemplated herein or to enter into or perform its obligations under this Agreement, or which adversely affect its financial condition or operations.
- 6.6. It shall comply with all relevant Data Protection Laws with respect to the processing of Players' Personal Data and will comply with the obligations set out in the Data Processing Agreement set forth below in Appendix C ("Data Processing Agreement") which shall govern the processing of Players' Personal Data subject to Data Protection Laws under this Agreement.

Licensee further represents, warrants and undertakes that:

- 6.7. if at any time it is brought to Licensee's attention that a Player is accessing, registering on or playing wagers on Games from a territory other than the permitted Territory, Licensee shall take all steps necessary to immediately terminate that Player's access to the Games;
- 6.8. it shall provide all reasonable assistance to the Licensor, as the Licensor may require from time to time, to obtain any relevant regulatory approvals, licences and/or consents for the purposes of this Agreement;
- 6.9. Licensee shall ensure that it will be solely responsible for making available and providing the Players with first level support with respect to the use of the Games and the Websites. Licensee shall ensure its support desks are staffed with experienced personnel who are familiar with the Games. It is hereby acknowledged and agreed that in no event will Licensor be obligated to provide any support directly to Players;
- 6.10. it shall not copy, modify, decompile, reverse engineer, disassemble, reduce to human readable format or alter the Games, or any component thereof, or change their characteristics in any manner, or attempt, or allow or enable another, to perform any of these

actions in any way or manner, or use the Games for any purpose other than those explicitly mentioned in this Agreement and in accordance with the terms of this Agreement;

- 6.11. it is the rightful owner of the Licensee Platform and of each and every component thereof, and/or the recipient of a valid license thereto, and that it has and will maintain the full power and authority to grant the Intellectual Property Rights and other rights granted in this Agreement without the further consent of any third party;
- 6.12. if it becomes aware of any security breach affecting the Licensee Platform, it shall take measures to correct such event and notify Company promptly of such breach and remedy of the breach; and
- 6.13. it shall comply with all its obligations as prescribed herein.

7. CONFIDENTIALITY AND NON-DISCLOSURE

- 7.1. **"Confidential Information"** shall mean all non-public information of a confidential nature in any and all media disclosed by the one Party (the "Disclosing Party") to the other Party (the "Receiving Party") including, without limitation all information, analyses, compilations, studies, documents, books, papers, drawings, ideas, concepts, systems, processes, procedures, methods, models, sketches, codes, links and all embodiments of any of the foregoing (whether communicated orally, in written form or stored in any other media) regarding the Disclosing Party or its Affiliates, regardless of whether the information is specifically marked or designated as "confidential" or not including, without limitation: (i) any information concerning the Disclosing Party's business activities and strategies, financial information, customer and supplier lists, intellectual property, technology, research, marketing information and plans. The term "Disclosing Party" shall also mean any of the Disclosing Party's Affiliates. For the avoidance of doubt, Confidential Information shall include (i) any such information disclosed by the Disclosing Party to the Receiving Party prior to the signing of this Agreement and (ii) the terms of this Agreement.
- 7.2. The Receiving Party hereby undertakes, at all times during the term of this Agreement and after termination or expiry of this Agreement, to maintain all the Confidential Information in strict and absolute confidence and to refrain from disclosing, publicizing, describing or otherwise communicating the Confidential Information, in whole or in part, to any third party whatsoever. Furthermore, the Receiving Party shall at all times take the necessary precautions to keep the Confidential Information confidential, using precautions that are no less than those the Receiving Party utilizes to protect its own confidential information of similar nature, and in no event less than reasonable care. The Receiving Party further undertakes not to use any Confidential Information for any purpose other than to exercise its rights and/or perform its obligations under this Agreement.
- 7.3. The Receiving Party shall not be prevented from disclosing any or all of the Confidential Information to such of its and its Affiliates' respective directors, officers, employees, advisors, agents and consultants (the **"Representatives"**) as are required to have knowledge thereof on a need-to-know basis, provided that each such Representative is bound by obligations of confidentiality to the Receiving Party no less restrictive than those contained herein and provided that the Receiving Party shall remain liable for any act or omission of any of its Representatives that, if done by the Receiving Party, would be a breach of the terms of this Agreement.
- 7.4. The obligations of the Receiving Party regarding the confidentiality of Confidential Information shall not apply to any information which the Receiving Party can demonstrate:
 - (a) was known to the Receiving Party or in its possession at the time of disclosure without

any confidentiality obligation; (b) is or becomes part of the public domain, other than as a result of any breach of the obligations of the Receiving Party or its Representatives (as defined below) under this Agreement or applicable law; (c) is required to be disclosed by applicable law, regulatory authority or a valid court order, provided that the Receiving Party shall provide the Disclosing Party with reasonable prior written notice of the required disclosure in order for the Disclosing Party to seek a Protective Order and/or an opportunity to review the disclosure before it is made in order to interpose its objection to the disclosure, and the disclosure shall be limited to the extent expressly required; or (d) is explicitly approved for release by prior written authorization of the Disclosing Party.

- 7.5. Each Party shall treat all copies of any analyses, compilations, studies or other documents prepared by it or its advisors containing or reflecting or generated from any Confidential Information in the same manner as though such copies were originals of the Confidential Information supplied under this Section 7.
- 7.6. Upon the Disclosing Party's first written request and in any event, immediately following the termination of this Agreement, the Receiving Party shall: (a) promptly return to the Disclosing Party all Confidential Information of any type whatsoever that has been or shall be given to the Receiving Party, as well as all copies thereof; (b) take all necessary steps to ensure the prompt return by the Receiving Party's present or former Representatives to the Disclosing Party of all Confidential Information of any type provided to or in the possession or control of such persons; (c) immediately cease all further use of the Confidential Information; (d) destroy all memoranda, analysis, summaries and any other written material of any kind prepared by the Receiving Party or its Representatives' based upon or relating to the Confidential Information, and provide the Disclosing Party with a written certification confirming that it has complied with this Section 7.6; and (e) cease to access the Disclosing Party's systems (including any Confidential Information contained thereon or accessible thereby) if access to such systems has been granted in relation to this Agreement. The Receiving Party shall be further required to certify in writing that any access to Disclosing Party's data/systems, including access to Confidential Information (whether physical and/or remote/logical), if any, has been disabled and deactivated and its further use is impossible.
- 7.7. Without affecting any other rights and remedies that the Disclosing Party may have, the Receiving Party hereby acknowledges and agrees that damages would not be an adequate remedy for any breach by the Receiving Party of the provisions of this Agreement, and that the Disclosing Party shall be entitled to remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of the provisions of this Agreement and that no proof of special damages shall be necessary for the enforcement of this Agreement.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1. The Licensor grants no other rights save than those expressly granted in this Agreement. In particular, no rights of ownership or any other right other than the right to use the Games and the Licensor Trademarks as specified in this Agreement are granted hereunder. Without prejudice to the generality of the preceding sentence and except to the extent otherwise permitted under this Agreement, including Section 2 above, the Licensee shall not:

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

- 8.1.2. develop, produce, make, distribute, license or exploit, or allow any other person to develop, produce, make, distribute, license or exploit, the Games or any derivative work thereof;
- 8.1.3. allow third parties to access or to use the Games;
- 8.1.4. use the Games for any purpose except to provide the Players with access to the Games;
- 8.1.5. undertake, authorise or permit the modification, adaptation, amendment or creation of works from the Games, make any modifications or improvements to the Games for any purpose, including error correction or any other type of maintenance;
- 8.1.6. disassemble, reverse engineer, decompile or attempt or allow any other person to do any of the above to the Games or any part thereof;
- 8.1.7. copy the Games by any means for any purpose whatsoever;
- 8.1.8. include in the Games any material that is obscene, defamatory, infringes the rights of third parties or which incites or encourages racism in such manner as to adversely affect the name, image or reputation of the Licensor; or
- 8.1.9. place, permit or allow any advertising for the Games in contravention of any Applicable Legislation, such as on websites or other digital properties which encourage or facilitate crime or the unlawful use of Intellectual Property Rights (such as by so-called file-sharing sites or otherwise).
- 8.2. All right, title and interest, including Intellectual Property Rights, in and to the Games and the Licensor Trademarks, and related documentation, including any and all modifications and additions thereto (whether or not developed at the request of Licensee or paid for by Licensee), the equipment (including, but not limited to, cameras and electrical devices) shall at all times remain the sole property of the Licensor and/or any of its Affiliates.
- 8.3. Nothing in this Agreement shall prohibit the Licensor in any manner from using, developing, marketing, licensing or otherwise disposing of the Games or concepts embodied therein anywhere in the world.
- 8.4. Licensee shall not challenge any Intellectual Property Right in and to the Games, which is reserved for the Licensor and/or any of its Affiliates. Licensee accepts that any use or disclosure of the Games other than in strict accordance with this Agreement, may be actionable as a violation of the Licensor's and/or any of the Licensor's Affiliates' Intellectual Property Rights or other rights and may be subject to civil and/or criminal action in multiple jurisdictions. Licensee shall notify the Licensor immediately if Licensee becomes aware of any unauthorised use of the Games, the Licensor Trademarks or the related documentation or of any infringements or suspected infringement of the Licensor's Intellectual Property Rights.
- 8.5. The Licensee hereby agrees to indemnify and hold harmless the Licensor, its officers, directors, employees, and affiliates from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorney fees) arising out of or related to any breach of this Section 8 by the Licensee or any infringement of the

Licensor's Trademarks by the Licensee. This indemnification obligation shall survive the termination or expiration of this Agreement.

- 8.6. Any Intellectual Property Rights owned or controlled by either Party prior to the Effective Date of the Agreement or acquired by such Party independently shall, at all times, continue to be owned or controlled by said Party.

9. WARRANTY DISCLAIMER; LIMITATION OF LIABILITY

- 9.1. The Games and related services are provided on an "as-is" basis and the Licensor shall not be liable to the Licensee, and/or the Players for any error or malfunction of the system. The Licensor gives no assurances and/or warranties that access to the Games will be available at all times and will be uninterrupted, and the Licensor shall not under any circumstances whatsoever be liable for any unavailability of the Games.
- 9.2. Except as otherwise indicated in Clause 3.2, the Licensor shall not be liable for any loss or damages resulting to the Licensee, Players or any third party from errors or omissions in any product provided by the Licensor, including but not limited to, hardware, software, information provided in the framework of any third party products and human errors.
- 9.3. ALL WARRANTIES WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERFERENCE, SOFTWARE ERRORS OR OMISSIONS, ACCURACY, RELIABILITY AND QUALITY OF THE GAMES AND RELATED SERVICES ARE HEREBY EXPRESSLY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LEGISLATION, AND LICENSEE HEREBY EXPRESSLY WAIVES ALL SUCH WARRANTIES. THE LICENSOR DOES NOT WARRANT THAT THE GAMES AND RELATED SERVICES WILL MEET LICENSEE'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE.
- 9.4. THE LICENSOR WILL NOT BE LIABLE OR RESPONSIBLE TO THE LICENSEE, PLAYERS OR TO ANY THIRD PARTY FOR: (A) ANY TECHNICAL PROBLEMS OF THE INTERNET (INCLUDING WITHOUT LIMITATION SLOW INTERNET CONNECTIVITY OR OUTAGES); AND/OR (B) ANY ISSUE THAT IS ATTRIBUTABLE TO THE INTERNET OR A DATA SERVICE PROVIDER.
- 9.5. In no event will either Party, its Affiliates or any of its or its Affiliates' agents, members, shareholders, directors, officers, employees, or representatives (the "**Licensor Parties**" or "**Licensee Parties**" as applicable), be liable to the other Party, Players or any third party for any indirect, incidental, special, consequential (including, without limitation, attorneys' fees) or punitive damages, or damages for lost profits, or other similar damages regardless of the form of action whether in contract, tort (including negligence), strict product liability or any other legal or equitable theory, even if the Party has been advised of the possibility of such losses or damages.
- 9.6. Without derogating from Section 9.5, if either of the Parties is found to be liable by a final judicial ruling, the Parties maximum aggregate liability to the other Party, howsoever arising, shall be limited to the higher of (i) the consideration Licensee actually paid to the Licensor hereunder during the six (6) month period preceding the event giving rise to the claim; or (ii) two hundred thousand Euro (€200,000). Notwithstanding the foregoing, neither Party limits or excludes its liability due to its gross negligence or wilful misconduct, breach of confidentiality, or for indemnification obligations under Sections 8.5 and 10.

- 9.7. The Parties agree that, with respect to any breach of Appendix C (Data Processing Agreement), each party shall remain liable for the breach of its obligations according to the applicable national data protection laws and, if applicable, to Article 83 GDPR. Each Party agrees to indemnify, defend, and hold harmless the other Party, at its own expense, against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable legal fees) arising out of or in connection with any breach of Appendix C by the indemnifying Party, its employees, agents, or subcontractors.
- 9.8. Notwithstanding Clause 9.6, the Parties agree that, with respect to the Licensor's indemnification obligations under Clause 3.2, the Licensor's maximum aggregate liability shall not exceed two hundred and fifty thousand Euro (€250,000).

10. INDEMNIFICATION

- 10.1. Without derogating from Section 4.7., the Licensee shall defend, indemnify, and hold harmless the Licensor and its Affiliates and their respective directors, officers, employees or agents from and against any damages, losses, liabilities, costs and expenses (including reasonable attorneys' fees) to the extent arising from any allegation or claim brought by a third party that (i) the Licensee or, the Websites and the services provided in relation thereto infringe upon or misappropriate the Intellectual Property Rights of a third party; or (ii) the Licensee violated any of its obligations under this Agreement.

11. TERM AND TERMINATION

- 11.1. This Agreement shall commence on the Effective Date and shall continue for a period of one (1) year (the "**Initial Term**"). The Agreement shall automatically renew for a further period of one (1) year (the "**Extended Term**", together with the Initial Term, the "**Term**"), the Term being subject to the termination rights set forth herein. Notwithstanding the foregoing, either Party may terminate this Agreement for convenience, by providing thirty (30) days written notice to the other Party.
- 11.2. Either Party shall be entitled to terminate this Agreement with immediate effect, by written notice to the other Party, in the event that the other Party:
- 11.2.1. is in material breach of its obligations under this Agreement, or is in any other breach which either cannot be remedied or, if capable of remedy, has not been remedied within 21 days of written notice from the non-breaching Party informing it of such breach and of the intention of such Party to terminate the Agreement in case such breach is not cured;
 - 11.2.2. passes a resolution for winding up (other than for the purposes of a solvent amalgamation or reconstruction) or a court makes an order to that effect or becomes or is declared insolvent or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors or has a liquidator, receiver, administrator, administrative receiver, manager, trustee or similar officer appointed over any of its assets or ceases, or threatens to cease, to carry on business or suffers an analogous event anywhere in the world;
 - 11.2.3. becomes the subject of a third-party litigation or enforcement proceeding as a result of or in connection with that Party's activities under this Agreement, which is likely to have a material adverse effect on its ability

to perform its obligations hereunder;

- 11.2.4. delays the performance of its obligations under this Agreement due to a Force Majeure event which continues to exist for more than sixty (60) consecutive days.

11.3. The Licensor shall further have the right to terminate this Agreement with immediate effect on the provision of written notice to Licensee:

- 11.3.1. if Licensee fails to pay any outstanding amounts due to the Licensor within seven (7) days of receipt of a written notice by the Licensor to that effect; or
- 11.3.2. if the Licensor or an Affiliate thereof (a) is ordered or required by any Regulator to terminate its relationship with Licensee or cease making available the Games or the Licensor Trademarks, or any part thereof, (b) reasonably believes that the continuation of its relationship with the Licensee is likely to jeopardize any regulatory license, permit, approval, regulatory waiver or certificate previously granted to it or its good standing with any Regulator, or (c) reasonably believes that the continuation of the offering of the Games to the Licensee is likely to put at risk its relationship with any of its third party suppliers or licensors.

11.4. Upon the expiration or termination of this Agreement, for whatever reason, Licensee's right to use the Games and Licensor Trademarks shall end. In addition, upon termination:

- 11.4.1. the Licensor will shut down the operation of the Games;
- 11.4.2. Licensee shall cease using, and shall destroy and/or return to the Licensor, at Licensor's discretion, any and all copies of the Licensor's Confidential Information, Licensor Trademarks and related documentation;
- 11.4.3. All outstanding sums payable to the Licensor shall immediately become due and payable; and
- 11.4.4. An officer of Licensee shall confirm in writing to the Licensor that all proprietary material relating to the Licensor has been delivered to the Licensor and/or destroyed.

11.5. Termination of this Agreement shall not affect any accrued rights or liabilities of either Party.

11.6. 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. Without derogating from the generality of the foregoing, Sections 4.7, 5.7, 7, 8.5, 10, 11.4, 11.5, 11.6 and 13.8 hereof shall survive termination of this Agreement.

12. FORCE MAJEURE

- 12.1. The term "**Force Majeure**" in respect of a Party means an event beyond the reasonable control of that Party without the fault or negligence of that Party, including, without limitation, acts of God, pandemic, acts of government, fire, flood or storm damage, earthquakes, labour disputes, war and riot.
- 12.2. Neither Party shall be responsible for delay in performing any obligation under this Agreement within the time limit required for such performance due to Force Majeure affecting that Party, provided that notice thereof is given to the other Party within ten (10) days after such event has occurred.
- 12.3. Subject to Section 11.2.4, upon the occurrence of a Force Majeure event, and with proper notice as set forth above, such schedule or time-limit for performance shall be extended accordingly, provided that the Party wishing to rely upon the Force Majeure event makes commercially reasonable efforts to minimize such delay.

13. MISCELLANEOUS

- 13.1. The relationships of the Parties shall be solely that of independent contractors, and nothing contained in this Agreement shall be construed otherwise. Nothing contained in this Agreement, nor any action taken by any Party to this Agreement, shall be deemed to constitute either Party (or any of such Party's employees, agents, or representatives) an employee, or legal representative of the other Party, nor to create any joint venture, association, or syndication among or between the Parties.
- 13.2. Neither Party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.
- 13.3. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.
- 13.4. The Licensee may not transfer or assign this Agreement and any rights or obligations hereunder without obtaining the prior written consent of the Licensor. The Licensor shall have the right to assign this Agreement, without obtaining Licensee's consent, to an Affiliate or in connection with change of control, merger, reorganization or sale of all, or substantially all, of Licensor's and/or its Affiliate's assets to a third party. Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the Parties and their heirs, executors, administrators, successors, legal representatives and permitted assigns, and the agreements and undertakings contained herein shall be deemed to be made by and be binding upon such heirs, executors, administrators, successors, legal representatives and permitted assigns.
- 13.5. All notices or other communications hereunder shall be in writing and shall be given in person, by registered mail) or by e-mail addressed to: Licensor office@tidalholding.com, and Licensee compliance@winity.com and limassol@oneworldweb.net. All communications delivered in person or by courier service shall be deemed to have been given upon delivery, or by e-mail shall be deemed given on the Business Day following transmission, and all notices and other communications sent by registered mail shall be deemed given 72 hours after posting.

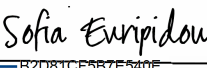
- 13.6. No change, modification, alteration or addition of or to any provision of this Agreement shall be binding unless in writing and executed by both Parties by a duly authorized representative.
- 13.7. This Agreement, together with the Appendices attached hereto, constitutes the entire understanding between the Parties relating to the subject matter hereof and unless any representation or warranty made about this Agreement was made fraudulently and, save as may be expressly referred to or referenced herein, supersedes all prior representations, writings, negotiations or understandings with respect hereto.
- 13.8. This Agreement shall be construed, controlled and governed by the laws of Cyprus, without regard to conflicts of law principles or provisions. The courts of Cyprus shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute regarding the existence, validity or termination of this Agreement).

[Signature page to follow]

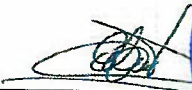
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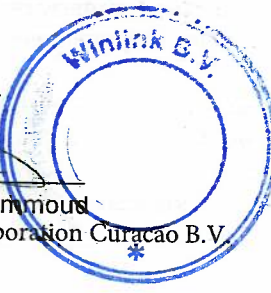
IN WITNESS WHEREOF this Agreement has been duly signed and executed.

SIGNED for and on behalf of
TIDAL HOLDING LIMITED

Signed by:

B2D81CF5B7E540E...
Name: Sofia Evripidou
Title: Director
Date: 03 December 2025

SIGNED for and on behalf of **Winlink B.V**


Name: Gouloud Hammoud
f/obo Guardian Corporation Curacao B.V.
Title: Director
Date: 27.11.2025



APPENDIX A
RESTRICTED TERRITORIES

The Licensee shall not make the Games available, and shall not accept bets on the Games from Players, in (i) territories where the offering of gambling services is expressly prohibited and (ii) the following territories:

1. Afghanistan
2. Australia
3. Belarus
4. Bulgaria
5. Central African Republic
6. Cuba
7. Cyprus
8. Democratic Republic of Congo
9. Ethiopia
10. Hong Kong
11. Iran
12. Israel
13. Lebanon
14. Libya
15. Mali
16. Malta
17. Netherlands
18. Nicaragua
19. Myanmar
20. North Korea
21. Russia
22. Somalia
23. South Sudan
24. Sudan and Darfur
25. Syria
26. United States of America
27. Uganda
28. United Kingdom
29. Ukraine
30. Venezuela
31. Yemen
32. Zimbabwe

The Licensor may from time to time amend this Appendix A at its sole discretion.

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APPENDIX B
SERVICE LEVEL AGREEMENT

This Service Level Agreement (“SLA”) governs the service levels and availability of the Games offered under the Main Agreement.

1. GAMES AVAILABILITY

- 1.1. Licensors will use its commercially reasonable efforts to ensure that the Games will operate materially in accordance with their specifications. Licensors will be responsible for maintenance of the Games to ensure uninterrupted availability and operation of the Games to a reasonable, commercially-viable degree similar to that experienced by Licensors’ other customers.
- 1.2. In order to provide the Games, Licensors requires from time to time to maintain and upgrade the Games, the operating systems, services, applications and hardware used to host and to operate the Games which could result in system downtime. Licensors will at all times initiate a process for scheduled maintenance in a manner that will minimize the disruption to the Games. If disruption of Licensee’s operations is necessary, Licensors will notify the Licensee as early as practicable.
- 1.3. This SLA does not cover and Licensors shall not be held liable in any way for any disturbances or interruptions in the availability of the Games that arise from or are in any manner connected to the following circumstances:
 - a) Scheduled maintenance or updates of the Games or the hardware upon which they reside;
 - b) Emergency shutdowns necessary to protect the Games from, inter alia, viruses, any form of so called “denial of service” attacks or similar, including minor downtimes due to “hot fixes” of the Games or the hardware on which they reside;
 - c) Errors or failures to access the Games due to communication problems attributable to the internet or any other public or private networks (including without limitation mobile phone networks) used by Players or others to access the Games;
 - d) Errors or failures to access the Games due to other issues with or unavailability of the Licensee’s equipment, software or hardware, not falling within Section 1.4(c) above;
 - e) Any delay resulting from or in connection with any act or omission of the Licensee and/or any person or entity acting on its behalf;
 - f) The Licensee’s negligence or wilful misconduct;
 - g) Force Majeure events.
- 1.4. Licensors will provide bug fixes, updates and upgrades whenever such are provided to Licensors’ other customers, provided that any new features or functionalities may be subject to an additional charge, upon terms to be agreed in writing between the Parties.

2. SUPPORT SERVICES

- 2.1. Licensor shall be responsible for “second-level” support only and directly to the Licensee and will use its reasonable commercial efforts to provide the Licensee with a reasonable technical back-up and support for the Games, provided that the Licensee is using the latest versions of the Games and is adequately staffed with reasonably competent personnel. The Licensee shall be responsible for providing first level customer care services to its Players.
- 2.2. Where Licensor detects or the Licensee notifies Licensor that it has detected an error, defect or malfunction in a Game, Licensor shall take commercially reasonable measures to fix such malfunction (such measures to include temporary suspension of the affected Game) and shall respond to any defect notification within a reasonable response time.
- 2.3. In the event of unplanned incidents, the incident search shall begin as soon as reasonably practicable. Incidents shall be reported to Licensor using the electronic email address: support@elagames.com and shall endeavour to respond to unplanned incident notifications within the response times as prescribed in **Table A** hereunder:

2.3.1. Table A: Unplanned Incident Level and Target Response Time

Priority	Unplanned Incident Level	Target Response Time
1	Critical: complete loss or major degradation of any element or function of the Games, making the Games impossible to use/access.	2 hours
2	Major: minor degradation of any element or function of the Games where there is a functional loss of < 20%. Large number of Players is impacted, with the Games performing at a degraded capability, but still available.	8 hours
3	Ordinary: incident with no impact or impact on a small number of Players (or on a large number of users but a workaround exists).	72 hours/3 days
4	Low: no impact on Players’ gameplay	7 days

- 2.3.2. When the problem which caused the incident has been rectified, the Licensee will be notified.
- 2.4. The warranties provided in this SLA constitute the sole and exclusive warranties provided by Licensor with regard to the Games, and Licensor hereby expressly disclaims, to the fullest extent permitted by Applicable Legislation, all other warranties with respect to the Games, either express or implied of any kind, and the Licensee shall have no claims, rights or other remedies against and from Licensor in respect of any defects, malfunction or downtime in the Games other than those provided in this SLA.

APPENDIX C

DATA PROCESSING AGREEMENT

This Data Processing Agreement (“DPA”) forms an integral part of the Software License Agreement (“**Main Agreement**”) between **Tidal Holding Limited**, a company incorporated under the laws of Marshall Islands, with company registration number 126631 and registered office address at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, MH 96960 (the “**Licensor**”), and **Winlink B.V.** a company incorporated under the laws of Curacao, with company registration number 154346 and its registered office at Kaya Richard J. Beaujon z/n, Landhuis Joonchi 2, Curacao (the “**Licensee**”) (each, a “**Party**” and collectively, the “**Parties**”).

This DPA governs the processing of Personal Data shared between the Parties in connection with the Licensor’s provision of proprietary game services to the Licensee under the Main Agreement.

Where ambiguities arise under this DPA, they shall be interpreted to permit the Parties to comply with applicable Data Protection Laws. In the event of any conflict between this DPA and the Main Agreement, the provisions of this DPA shall take precedence to the extent necessary to ensure compliance with Data Protection Laws.

1. Definitions and Interpretation

- 1.1 “**Approved Jurisdiction**” means a jurisdiction approved by the [European Commission](#) as providing adequate legal protections for personal data.
- 1.2 “**Data Protection Laws**” means any and all applicable domestic and international laws, rules, regulations, directives, and other legal instruments governing data privacy, data security, and/or the protection of Personal Data. This includes, without limitation:
 - The Privacy and Electronic Communications Directive 2002/58/EC (as amended or replaced) and respective local implementing laws (“ePrivacy Directive”);
 - The General Data Protection Regulation (EU) 2016/679 (“GDPR”); and
 - Any amendments, replacements, or successor laws to the foregoing.
- 1.3 “**Data Subject**” means a natural person to whom Personal Data relates.
- 1.4 “**Effective Date**” means the effective date of the Main Agreement.
- 1.5 “**Personal Data**” means any information relating to an identified or identifiable natural person that the Processor processes on behalf of the Controller under the Main Agreement.
- 1.6 “**Security Incident**” means any accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data. For the avoidance of doubt, any “Personal Data Breach” (as defined in the GDPR) constitutes a Security Incident.
- 1.7 “**Security Measures**” mean commercially reasonable security-related policies, standards, and practices commensurate with the size and complexity of the Company’s business, the level of sensitivity of the data collected, handled, and stored, and the nature of the Company’s business activities.
- 1.8 “**Special Categories of Data**” means Personal Data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data processed for the purpose of uniquely identifying a natural person, data concerning health, or data concerning a natural person’s sex life or sexual orientation, as defined in Article 9 of the GDPR.
- 1.9 “**Standard Contractual Clauses**” means the standard contractual clauses for the transfer of personal data to third countries pursuant to GDPR, adopted by the European Commission on 4 June 2021, including the applicable module(s) as appropriate.
- 1.10 “**Supervisory Authority**” means any authority that has the legal power to supervise personal data processing under the applicable law.

- 1.11 **"Sub-Processor(s)"** means any affiliated or unaffiliated third party engaged by the Company to process Personal Data pursuant to the terms of the Main Agreement on behalf of the Company.
- 1.12 The terms **"controller"**, **"process(ing)"**, and **"processor"** as used in this DPA have the meanings given to them in applicable Data Protection Laws.
- 1.13 Any reference to a legal framework, statute, or other legislative enactment is a reference to it as amended or re-enacted from time to time.

2. Roles and Restrictions on Processing

- 2.1 In respect of the Parties' rights and obligations under this DPA regarding Personal Data disclosed by the Licensee for the performance of the Services under the Main Agreement, the Parties hereby acknowledge and agree that the Licensee is the Controller and Licensor is a Processor.

2.2 Controller Obligations

- 2.2.1 **Lawful Basis for Processing.** The Licensee warrants that it has a lawful basis for the collection and processing of Personal Data under applicable Data Protection Laws. The Licensee shall obtain all necessary consents, rights, and authorizations from Data Subjects for the processing of their Personal Data, including any transfer or disclosure of Personal Data to the Licensor.

- 2.2.2 **Data Accuracy and Minimisation.** The Licensee shall ensure that any Personal Data provided to the Licensor is accurate, up-to-date, and limited to what is necessary for the purposes outlined in the Main Agreement.

- 2.2.3 **Lawful Processing Instructions.** The Licensee shall ensure that any processing instructions provided to the Licensor are lawful, documented, and consistent with the terms of this DPA and applicable Data Protection Laws. The Licensee shall not instruct the Licensor to process Personal Data in a way that would violate applicable Data Protection Laws.

2.3 Processor Obligations

- 2.3.1 **Processing Instructions.** The Licensor shall process Personal Data only in accordance with the Licensee's documented instructions, as set out in the Main Agreement, this DPA, and any related Appendixes. The Licensor shall: (a) not process Personal Data for any purpose other than as instructed by the Licensee, unless required to do so by applicable laws, in which case the Licensor shall (to the extent permitted by law) notify the Licensee before such processing; (b) immediately inform the Licensee if, in the Licensor's opinion, an instruction from the Licensee infringes any applicable Data Protection Laws.

- 2.3.2 **Confidentiality Obligations.** The Licensor shall ensure that all personnel and any sub-processors who access or process Personal Data are bound by confidentiality obligations (whether contractual or statutory duty).

- 2.3.3 **Security Incident Notification.** The Licensor shall notify the Licensee without undue delay, and no later than forty-eight (48) hours, after becoming aware of a Security Incident involving Personal Data. The Licensor shall provide the Licensee with all relevant information and assistance reasonably required for the Licensee to meet its obligations to report personal data incidents in accordance with applicable Data Protection Laws.

- 2.3.4 **Records of Processing Activities.** The Licensor shall maintain records of its processing activities as required under applicable Data Protection Laws and make such records available to the Licensee or relevant supervisory authority upon request.

3. Sub-processing

- 3.1 As part of its services, the Licensor may engage Sub-processors to process Personal Data on behalf of the Licensee. The Licensee hereby grants the Licensor a general authorization to appoint and use the Sub-processors listed in Annex III or otherwise pre-approved in writing by the Licensee.
- 3.2 The Licensor will notify the Licensee in advance of appointing a new Sub-processor with at least fifteen (15) calendar days' notice. If the Licensee has legitimate and reasonable objections related to data protection concerns, the Licensee must notify the Licensor within the fifteen (15)-day notice period ("Review Period"). In the event of a valid objection, the Licensor will work with the Licensee in good faith to find a suitable alternative arrangement for the affected services. Failure by the Licensee to object within the Review Period will be deemed approval of the Sub-processor.
- 3.3 The Licensor shall enter into a written agreement with each Sub-processor that includes data protection terms no less stringent than those in this DPA and remain fully liable for the Sub-Processor's compliance with the obligations of this DPA.
- 3.4 The Licensor may engage Sub-processors located outside the EEA. In such cases, the Licensor shall implement and maintain an appropriate transfer mechanism to ensure compliance with Data Protection Laws. This may include, as appropriate, (a) standard Contractual Clauses approved by the European Commission; (b) adequacy decisions issued by the European Commission; or (c) any other mechanisms permitted under the Data Protection Laws.
- 3.5 Licensor will only disclose Personal Data to Sub-Processors for the specific purposes of carrying out the Services on Licensor's behalf. Licensor does not sell or disclose Personal Data to third parties for commercial purposes, except as required under applicable laws.

4. Security Standards

- 4.1 The Parties shall implement and maintain appropriate physical, technical, and organizational security measures to protect Personal Data against accidental or unlawful destruction; accidental loss, alteration, unauthorized disclosure or access to personal data transmitted, stored or otherwise processed; and all other unlawful forms of processing. At a minimum, the Licensor shall implement technical and organizational measures described in Annex II hereto.
- 4.2 To the extent that the Licensor processes Special Categories of Data, the security measures referred to in this DPA shall also include, at a minimum (i) routine risk assessments of the Contractor's information security program, (ii) regular testing and monitoring to measure and confirm the effectiveness of the information security program's key controls, systems, and procedures, and (iii) encryption of Special Categories of Data while "at rest" and during transmission (whether sent by e-mail, fax, or otherwise), and storage (including when stored on mobile devices, such as a portable computer, flash drive, PDA, or cellular telephone).

5. Independent Controllers

- 5.1 Notwithstanding anything to the contrary in the DPA, the Licensee acknowledges that the Licensor shall have the right to collect, use, and disclose data:
- 5.1.1 collected in the context of providing the Services to the Licensee including but not limited to the purposes of billing, record-keeping, and other legitimate business purposes, including but not limited to account management, Licensee support,

protection against fraudulent or illegal activity, and the prevention of misuse of the Services, and for the purpose of establishment, exercise, and defense of legal claims;

- 5.1.2 collected in the context of using the Services, for the purpose of analytics, market research, product improvement, and development.
- 5.2 To the extent that any data referred to under section 5.2 is considered Personal Data, then the Licensor shall be regarded as an independent Controller of such data under applicable Data Protection Laws and its processing by the Licensor shall be outside the scope of this DPA and the following shall apply:
- 5.2.1 each Party will be an independent controller of the Personal Data under Data Protection Laws;
- 5.2.2 each Party will comply with its obligations under Data Protection Laws with respect to the processing of Personal Data;
- 5.2.3 each Party will provide the other Party with reasonable assistance (having regard to the data available to it) to enable the other Party to comply with its obligations under Data Protection Laws, including (without limitation) in respect of: (i) security; (ii) Security Incident notification obligations; (iii) impact assessment and prior consultation; (iv) complying with Data Subject requests; and (v) queries and requests from supervisory authorities.

6. Cooperation and Assistance

- 6.1 The Licensor shall notify the Licensee without undue delay of any legally binding request it receives to access Personal Data from public authorities, supervisory bodies, or courts unless prohibited by law from doing so. The Licensor shall act on legally binding requests only to the extent required by applicable laws and is not obligated to challenge such requests unless specifically instructed and supported by the Licensee. The Licensee shall respond within three (3) business days (or sooner if required by law). If no response is received, the Licensor may disclose the requested information as requested.
- 6.2 The Licensor shall provide reasonable cooperation and assistance to the Licensee in ensuring compliance with obligations related to conducting Data Protection Impact Assessments and, where applicable, prior consultations with supervisory authorities in connection with the processing of Personal Data.
- 6.3 The Licensor shall make available documentation reasonably necessary to demonstrate compliance with this DPA and applicable Data Protection Laws. Upon written request, the Licensor may provide relevant certifications, third-party audit reports, or other evidence sufficient to confirm compliance. The Licensee may conduct an on-site audit only when required by applicable law or in the event of a confirmed Security Incident, and such audits must be preceded by at least 30 days' written notice specifying the scope and purpose. On-site audits shall not disrupt the Licensor's business operations and shall be limited to once every 24 months unless otherwise legally mandated. Any costs or disruptions arising from such audits shall be borne by the Licensee, and the Licensee shall ensure the confidentiality of any information reviewed. Emergency audits shall require prior written approval and justification from a competent authority.
- 6.4 The Licensor shall: (a) either direct any Data Subject requests to the Licensee or reject the user's request and inform the user to contact the Licensee; (b) not respond or act upon such requests without prior written approval from the Licensee; (c) provide reasonable cooperation

and assistance to the Company in addressing and responding to such requests in accordance with applicable Data Protection Laws.

7. Transfer of Personal Data

- 7.1 Licensors may transfer Personal Data outside the EEA or an Approved Jurisdiction, subject to one of the appropriate safeguards in Data Protection Laws.
- 7.2 Licensors may transfer Personal Data to a sub-processor outside the EEA only if such transfer: (i) is to an Approved Jurisdiction, or (ii) is subject to appropriate safeguards (for example, through the use of the Standard Contractual Clauses, or other applicable frameworks), or (iii) is in accordance with any of the exceptions listed in the Data Protection Laws.

8. Limitation of Liability

- 8.1 The Licensors' liability under this DPA shall be limited to damages directly resulting from its breach of this DPA or applicable Data Protection Laws, and it shall only be liable for harm attributable to its own processing activities or those of its Sub-processors. The Licensee agrees to indemnify and hold the Licensors harmless from any claims, losses, fines, damages, liabilities, costs, or expenses, including legal fees, arising from the Licensee's instructions or decisions related to the processing of Personal Data, including where such instructions result in non-compliance with applicable Data Protection Laws. In cases of joint liability under the GDPR, each Party shall bear liability proportionate to its responsibility for the breach. Any claims arising under this DPA shall be subject to the aggregate liability limitations set out in the Main Agreement, except as required by applicable law. This clause shall survive the termination of this DPA or the Main Agreement.

9. Data Retention and Destruction

- 9.1 Licensors will only retain Personal Data for the duration of the Agreement or as required to perform its obligations under the Agreement or as otherwise required to do so under applicable laws or regulations. Following expiration or termination of the Agreement, the Licensors will delete or return to the Licensee all Personal Data in its possession as provided in the Agreement, except to the extent the Licensors is required under applicable laws to retain the Personal Data. The terms of this DPA will continue to apply to such Personal Data. This section shall not apply to the activities that are the subject matter of Section 5 hereof.
- 9.2 Notwithstanding the foregoing, Licensors shall be entitled to maintain Personal Data following the termination of this Agreement for statistical and/or financial purposes provided always that the Licensors maintains such Personal Data on an aggregated basis or otherwise after having removed all personally identifiable attributes from such Personal Data.
- 9.3 Notwithstanding the foregoing, Licensors shall be entitled to retain Personal Data solely for the establishment or exercise of legal claims, and/or in aggregated and anonymized form, for whatever purpose.

10. Term

- 10.1 This DPA shall become effective from the Effective Date and shall remain in effect for as long as the Processor processes Personal Data on behalf of the Controller or until the termination of the Main Agreement. Upon termination of the Main Agreement, this DPA shall remain in effect until all Personal Data has been returned or securely deleted in compliance with the terms of

this DPA. Notwithstanding the termination or expiration of this DPA, the confidentiality, liability, and any other obligations that by their nature are intended to survive shall remain in full force and effect.

11. General

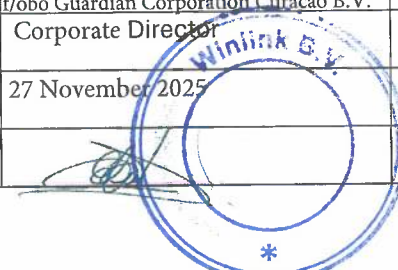
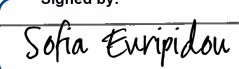
11.1Any claims brought under this Data Protection Agreement will be subject to the terms and conditions of the Main Agreement, including any exclusions and limitations set forth therein.

11.2In the event of a conflict between the Main Agreement (or any document referred to therein) and this Data Protection Agreement, the provisions of this Data Protection Agreement shall prevail.

11.3Licensor may change this Data Protection Agreement if the change is required to comply with Data Protection Laws, a court order, or guidance issued by a governmental regulator or agency, provided that such change does not: (i) seek to alter the categorization of the Parties; (ii) expand the scope of, or remove any restrictions on, either Party’s rights to use or otherwise process Personal Data; or (iii) have a material adverse impact on Licensee, as reasonably determined by Licensor. Licensor will use commercially reasonable efforts to inform Licensee at least 30 days (or such shorter period as may be required to comply with applicable law, applicable regulation, a court order, or guidance issued by a governmental regulator or agency) before the change will take effect.

11.4No changes, modification,s or amendments to this Data Protection Agreement shall be valid or binding unless made in writing and signed by both Parties.

By signature, the Parties acknowledge that they have read and understood the terms of this Data Protection Agreement and agree to be legally bound by it:

For Licensee:		For Licensor:	
Name:	Gouloud Hammoud f/obo Guardian Corporation Curacao B.V.	Name:	Sofia Evripidou
Position:	Corporate Director	Position:	Director
Date:	27 November 2025	Date:	03 December 2025
Signature:		Signature:	Signed by:  B2D81CF5B7E540E...

ANNEX I - Description of the Processing Activities**A. Identification of Parties**

"Data Exporter": the Licensee;

"Data Importer": the Licensor.

B. Description of Processing

Data Subjects The Personal Data processed concern the following categories of Data:	<i>Players</i>
Categories of Personal Data The Personal Data processed concern the following categories of data:	<i>Player ID, Username, Unique Identifier, IP address, country, language, currency, Test status flag, gaming session data (session ID, casino identifier, provider identifier, game code, start time, end time)</i>
Special Categories of Data (if appropriate) The Personal Data processed concern the following special categories of data:	<i>None</i>
The frequency of processing and transfer The frequency of the processing and transfer (where applicable):	<i>Continuous</i>
Nature of the processing	<i>As defined in the Main Agreement</i>
Purpose of the transfer and further processing	<i>As defined in the Main Agreement</i>
Retention period by Processor Personal Data will be retained by the Processor for:	<i>For the effective term of the Main Agreement</i>
Transfers outside of the EEA and Approved Jurisdictions by the Processor:	<i>Yes, as detailed in Annex III</i>

ANNEX II TO DPA**Technical and Organizational Security Measures**

This Annex forms part of the DPA and describes the technical and organizational security measures implemented by the Licensee (data importer, where applicable).

The Licensee has implemented appropriate technical and organizational measures to ensure a level of security appropriate to the risk, as follows:

1. Information Security Management

- a. A written Information Security Management System (ISMS) governs the storage, processing, and transmission of Personal Data, aligned with applicable legal and security standards (e.g., PCI DSS for payment data) and regularly updated based on risk assessments, security trends, and regulatory changes.
- b. The ISMS includes policies for secure development, operation, incident response, user account management, and monitoring, reviewed annually and disseminated to relevant personnel.

2. Personnel and Third-Party Security

- a. Personnel undergo pre-hire screening, annual security training, and testing. Service providers with access to Personal Data are vetted and monitored through initial due diligence and periodic reviews.
- b. Risk assessments are conducted following ISO 27005 principles.

3. Network and Systems Security

- a. Firewall configurations control traffic between internal and external networks, including sensitive areas, with regular reviews and change management.
- b. Systems are configured using industry-standard hardening practices, with encryption applied to all Personal Data in transit and at rest.
- c. Data storage is minimized through retention and disposal policies aligned with customer needs.

4. Vulnerability and Threat Management

- a. Anti-malware is deployed and updated regularly, while systems and applications are secured through vulnerability assessments and patching.
- b. Secure software development practices (e.g., OWASP standards) are used, and environments for testing and production are segregated.

5. Access Control

- a. Access to systems and Personal Data is restricted on a need-to-know basis through role-based controls with a default “deny-all” setting.
- b. Users are assigned unique IDs and access is authenticated via strong passwords and multi-factor authentication (MFA), with session controls and regular audits.

6. Physical Security

- a. Facilities are protected by electronic and human access controls, including badges for employees, visitor sign-ins, and video surveillance of access points. Physical access is logged and audited.
- b. Media containing Personal Data is secured, with disposal methods ensuring irrecoverability.

7. Monitoring and Testing

- a. Centralized logging and intrusion detection systems (IDS) are used for tracking and alerting on access to network resources and Personal Data, with audit trails secured for at least a year.
- b. Annual security testing includes internal and external penetration tests, vulnerability scans, and rogue wireless point testing, with remediation of findings.

8. Incident Response and Business Continuity

- a. A tested incident response plan defines roles, responsibilities, communication strategies, and customer notification in case of breaches, supported by 24/7 incident management personnel.
- b. Disaster recovery (DR) and business continuity plans (BCP) include regular data backups and testing.

9. Ongoing Evaluation

- a. The security of the Processor network is regularly reviewed against industry standards, with updates made to address emerging threats and findings from evaluations.

Annex III – List of Sub-processors

Below is the list of the Processor's Sub-Processors:

Name	Address	Description of processing	Location of processing and safeguards employed
RackRay	Šeimyniškių g. 21, 09236 Vilnius, Lithuania	Storing information	https://www.rackray.com - Lithuania

Schedule B – SCCs

For data transfers from the EEA that are subject to the Standard Contractual Clauses, the Standard Contractual Clauses will be deemed entered into (and incorporated into this DPA by this reference) and completed as follows:

1. Module Two (Controller to Processor) of the Standard Contractual Clauses will apply;
2. In Clause 7, the optional docking clause will not apply;
3. In Clause 9, Option 1 will apply and the period for prior written notice of sub-processor changes will be set forth in Clause 3 of the DPA;
4. In Clause 11, the Optional Language will not apply;
5. In Clause 17, Option 1 shall apply, the Standard Contractual Clauses will be governed by Cyprus Law.
6. In Clause 18(b), the Parties chose the courts of Cyprus as their choice of forum and jurisdiction.
7. Annexes I-III to the Standard Contractual Clauses shall be deemed populated with the information provided in Annexes I-III to Schedule A – Data Protection Addendum, which are incorporated in the Standard Contractual Clauses by reference, and Parties' details above, whereby Controller is the Data Exporter and Processor is the Data Importer.