

SOFTWARE LICENSE AGREEMENT

This Software License Agreement (the "Agreement") is made on the May 1st 2025 ("Effective Date")

BETWEEN: **Vagi Ltd.** (the "**Licensor**"), a company organized and existing under the laws of Cyprus under company number HE 433528, with its registered address located at: 5 Valaoriti, Office 102, 2220, Nicosia, Cyprus

AND: **WinLink B.V.** (the "**Licensee**"), a company organized and existing under the laws of Curaçao under registration number 154346, with its registered address located at Kaya Richard J. Beaujon Z/N Landhuis Joonchi 2, Curaçao,

each a "**Party**" and jointly "**Parties**",

WHEREAS, the Licensor has the legal right to license the Software;

WHEREAS, the Licensee would like to obtain the licensed right to use the Software;

AND WHEREAS, the Licensor grants Licensee the right to use the Software on the terms and conditions set forth in this Agreement, and Licensee accepts the conditions set out herein;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, Licensee and Licensor hereby agree as follows:

1. DEFINITIONS

When used in this Agreement, the following terms shall have the respective meanings indicated, such meanings to be applicable to both the singular and plural forms of the terms defined:

"Agreement" means these terms and conditions, each of the attached Annexes and all documents referenced herein as an integral part hereof, as may be amended and supplemented.

"Annex" refers to any supplement attached to this Agreement or any document subsequently prepared (including an Addendum, Schedule, Supplemental Agreement, Appendix, etc.) which the Parties have agreed in writing to be considered an Annex.

"Bets" means all real-money amounts wagered by End Users on the Software in the relevant month.

"Effective Date" is the date of signing of this Agreement by both Parties.

"End User(s)" means individuals who are registered customer(s) of the Licensee and who are using the Software through Licensee's domain(s) mentioned in Annex 1.

"Error" means a material failure of the Software to function in conformity with the represented service levels and technical documentation provided by Licensor, under the conditions of normal use by Licensee.

"License" means the right granted by Licensor to Licensee to use the Software in accordance with the terms and conditions of this Agreement.

"Price" means the fees to be paid by the Licensee to the Licensor in consideration of the grant of the rights under this Agreement.

"Software" means software, any technical documentation pertaining thereto, and other associated intellectual property licensed to the Licensee hereunder and listed in Annex 2.

"Licensed Online Casino Operator" means the online casino operator, who operates its online casino in the range of all necessary proper valid governmental gambling license(s), if a licensing regime exists and licenses or similar authorisations are required, or lawfully without a license where such operation is permitted by local regulations, for each jurisdiction where the online casino is operated.



"Wins" means all winnings by End Users participating in any of the games offered by Licensee through the Software in the relevant month (for the avoidance of doubt, this shall not include any jackpot winnings or bonuses received by End Users) .

2. THE CONDITIONS AND SCOPE OF THE LICENSE

2.1. Software is provided as a non-exclusive, revocable (on the conditions hereof) and non-transferable license granted by Licensor to Licensee. The Licensee expressly acknowledges that the Licensor may license the Software to other partners as well.

2.2. The Software shall be solely used by the Licensee as the Licensed Online Casino Operator for the purpose of operating online gaming through the Internet within the scope of all necessary proper valid governmental gambling license(s) (if applicable and required) for each Territory where the online gaming is operated. "Territories" means the world **excluding** any jurisdiction or territory:

- a) in respect of which it is illegal for the Licensee to provide remote gaming services (Parties acknowledge that on the date of this Agreement such jurisdictions are set out in Annex 3 to this Agreement); or
- b) in respect of which the Licensee requires a gaming license or similar authorization to provide remote gambling services to residents which the Licensee does not hold, or continue to hold, such gaming license or authorization (as set out in Annex 3 to this Agreement). For the avoidance of doubt, the responsibility to ensure compliance with this clause lies solely on the Licensee, and it is the Licensee's duty to provide the Software only within the allowed territories; or
- c) that is notified in writing to the Licensee from time to time by Licensor with reasonable written notice, but at its sole and absolute discretion, as being excluded from the scope of the rights granted to the Licensee in this Agreement and where the provision, marketing, operation, or licensing (as the case may be) may not be undertaken. The Parties agree and acknowledge that such notice may be on a Game-by-Game basis. If Licensor provides such notice to Licensee, the Licensee might terminate this Agreement with immediate effect with no further liability to Licensee and the Licensee is released from any obligation to provide compensation payments due to such termination;
- d) in which the use, offering to users, development, distribution, offering for sale, selling, advertising, promotion, and/or other exploitation of the gaming services is prohibited by law unless the Licensee holds the applicable licenses for that jurisdiction;
- e) which may be added and designated as excluded Territories by the Licensor (at Licensor's sole and absolute discretion) from time to time by written notice to the Licensee.

2.3. The Licensor is released from the liability of any unlawful or illegal use of the Software by the Licensee or use in violation of this Agreement.

2.4. The Licensor reserves the right, without prejudice to its other rights or remedies, to block the access to Software if Licensee is reasonably suspected of engaging in any illegal activity, at any time during the term of the Agreement. However, if, after such suspension, Licensee is not found to be engaging in any illegal activity and Licensor is not able to provide documentary proof of the reasonable grounds for its assumption of Licensee's illegal activity, Licensor agrees to compensate to Licensee, by deducting from the Price payable for the relevant month of suspension the average amount of gaming revenue collected by Licensee for the number of days of suspension, calculated on the per-day average based on the preceding three (3) calendar months or from the Commercial Launch Date, whichever is shorter.

2.5. The License is provided only if the form of access code to the Software, and any associated API access and documentation, all of which will be provided by the Licensor. The Parties agree that Licensor is not obligated to share any of the Software source code with Licensee, or provide any rights thereto.

3. INSTALLATION AND ACCEPTANCE

The Licensor shall provide the Licensee with an API access to the Software and also shall provide an assistance during the whole integration process of the Software. During the integration process Licensor shall assign an authorized employee, who will provide assistance to Licensee via e-mail at: api@mancalagaming.com. To avoid any misunderstandings, the Licensor explicitly states that this contact is for purpose of assistance during the integration process only and not thereafter.

4. PRICE AND PAYMENT

4.1 Price

4.1.1. The Licensee shall not have to pay a setup fee.



4.1.2. Licensee shall pay the Price and all other related costs (If applicable) within 15 (fifteen) days from the date of invoice.

4.1.3. Licensee shall pay monthly to the Licensor the Price for the use of the Software in the amount as follows from gross gaming revenue (GGR) that the Licensee has received from its business operations in the current month:

% GGR	GGR
8%	0 - 100,000 EUR
7%	100,001 EUR - 250,000 EUR
6%	> 250,000 EUR

The Net Gaming Revenue ("NGR") generated under this Agreement shall be deemed the aggregate NGR of the LICENSEE and Globonet B.V. (Company No. 146296, registered office at Kaya Richard J. Beaujon z/n, Curaçao, Dutch Caribbean), a company operating under a similar and active license. Each party shall be invoiced separately based on their respective share of the aggregated NGR. For the avoidance of doubt, any negative NGR generated by one company shall not be offset against the NGR of the other.

For the avoidance of doubt, the above tiers are collapsing. When the aggregated NGR of the LICENSEE and Globonet B.V. achieves the new tier, the License fee shall be calculated from 0, fully nullifying the previous tier level.

4.1.4. By using the percentages stated, the Licensed Fee itself is calculated from the gross gaming revenue, which shall be calculated as follows:

Total Bets – Total Wins – Bonuses*

***Bonuses:** The fixed amount of Bonuses to be covered by the Licensor shall be up to max. 20% of the GGR. Bonuses above this limit shall not be covered by Licensor. The Parties have agreed that such Bonuses deduction shall be counted automatically. Monthly bonus reports shall be forwarded to the Licensor by the Licensee for informative purposes only.

4.1.5. The Licensee shall have a 1-month period for free (without the obligation to pay the Price) after the "**Commercial Launch**" date – the day upon which the Software is fully operational and made available for the End Users of the Licensee.

4.1.6. Discounts may be granted on promotional campaigns, as it will be further agreed by the Parties in writing. Such adjustments will be included in the corresponding invoice post promotion. If a promotion lasts over a month, such adjustments may be carried to the following invoice.

4.1.7. No later than 5th day of every month the Licensor shall provide the Licensee with a statement setting out its monthly gross gaming revenue for the previous month and the respective monthly invoice.

4.1.8. The Invoicing will be provided in Eur. All calculations of the fiat currencies exchange rate will be done the 1st day of the month following the reporting month and the value of the exchange rate will be taken from the webpage:

<https://www.xe.com/>

And for crypto currencies the value of the exchange rate will be taken from the webpage:

<https://coinmarketcap.com/>

4.1.9 All reports for invoicing will be done in UTC + 00:00 time zone.

4.2 Payment Options

4.2.1 Payment Methods

The Licensee shall have the option, choosing at Licensee's discretion, to make payments to the Licensor using the following methods:

- a. Bank Wire Transfer in Fiat Currency
- b. Cryptocurrency Transfer

4.2.2 Payment Details on Invoices



The specific payment method and relevant details, including account information and wallet addresses, shall be provided on each invoice issued by the Licensor. The information on the invoice will be considered as granted and up to date. In the event of a mismatch between the invoice payment instructions and the contract payment details, the invoice will be taken as valid and shall govern the payment.

4.2.3 Initial Setup for Payments

If the Licensee chooses to make payments via either bank wire transfer or cryptocurrency, the following initial setup steps shall apply:

- a. The Licensee shall provide the Licensor with the necessary wallet account number or address for cryptocurrency payments.
- b. The Licensee shall provide the Licensor with the required bank details for whitelisting before processing the first payment via bank wire transfer.

4.2.4 Licensor's Payment Details

The Licensor's bank account details for bank wire transfers are as follows:

Licensor details	
Recipient	VAGI LTD
Registration number	HE 433528
Address	5 Valaoriti, Office 102, Latsia, 2220 Nicosia, Cyprus
Country	Cyprus

Bank details	
Bank name	BILDERLINGS PAY LIMITED
IBAN/Account №	№: GB67 BIYS 0099 5623 4759 70
SWIFT code	BIYSGB2A
Bank address	66 Prescott Street, London, E1 8NN
Bank country	United Kingdom
Currency	EUR

The Licensor's cryptocurrency wallet address for cryptocurrency payments is as follows:

BTC:	3F2hqtme1XdsYFYp765cyaSAVwgJqD8Uc5
USDT (ERC-20):	0x16c01453eec398d34f4e4af64608a45896646a88

4.2.5 Payment Compliance

The Licensee shall ensure that all payments are made in compliance with the payment instructions provided on the invoices.

4.3 Tax

Licensee shall be responsible for any applicable sales or use taxes or any value added or similar taxes payable with respect to the licensing of the Software, or arising out of or in connection with this Agreement, other than taxes levied or imposed based upon Licensor's income. In the event that Licensor pays any such taxes on behalf of Licensee, Licensor shall invoice Licensee for such taxes and Licensee agrees to pay such taxes in accordance with this Agreement.

4.4 Interest

Failure by Licensee to pay any amounts invoiced under this Agreement in full in accordance with this Agreement shall make Licensee liable to pay Licensor interest at the rate of 3% (three percent) per month on the remaining amount due, or at the highest amount permitted by applicable law. Such interest will accrue daily thereafter and until any judgment related to collection of the amount due.

5. PROPRIETARY RIGHTS

Licensee acknowledges and agrees that the copyright, patent, trade secret, and all other intellectual property rights of whatever nature in the Software are and shall remain the property of Licensor, and nothing in this Agreement should be construed as transferring any aspects of such rights to Licensee or any third party.

6. CONFIDENTIALITY

6.1 Confidential Information

"Confidential Information", shall mean the Software and terms and conditions of this Agreement. Licensee acknowledges the confidential and proprietary nature of the Confidential Information and agrees that it shall not reveal or disclose any Confidential Information for any purpose to any other person, firm, corporation or other entity, other than Licensee's employees with a need to know such Confidential Information to perform employment responsibilities consistent with Licensee's rights under this Agreement. Licensee shall safeguard and protect the Confidential Information from theft, piracy or unauthorized access in a manner at least consistent with the protections Licensee uses to protect its own most confidential information. Licensee shall inform its employees of their obligations under this Agreement, and shall take such steps as may be reasonable in the circumstances, or as may be reasonably requested by Licensor, to prevent any unauthorized disclosure, copying or use of the Confidential Information. Licensee acknowledges and agrees that in the event of the Licensee's breach of this Agreement, Licensor will suffer irreparable injuries not compensated by money damages and therefore shall not have an adequate remedy at law. Accordingly, Licensor shall be entitled to a preliminary and final injunction without the necessity of posting any bond or undertaking in connection therewith to prevent any further breach of these confidentiality obligations or further unauthorized use of Confidential Information. This remedy is separate and apart from any other remedy Licensor may have.

6.2 Unauthorized Disclosure

Licensee shall notify Licensor immediately upon discovery of any prohibited use or disclosure of the Confidential Information, or any other breach of these confidentiality obligations by Licensee, and shall fully cooperate with Licensor to help Licensor regain possession of the Confidential Information and prevent the further prohibited use or disclosure of the Confidential Information.

6.3 Permitted Disclosure

The confidentiality obligations of each Party under the Agreement will not extend to any information that such Party can demonstrate:

- a) was in the public domain prior to the date of coming into force of this Agreement or entered the public domain after that date through no wrongful act or default of the receiving Party
- b) it is already known to or in the possession of the receiving Party free of any obligation to keep it confidential at the time of disclosure, as shall be demonstrated in writing by the receiving Party
- c) has been explicitly approved for release by prior written authorization of the disclosing Party
- d) has been disclosed pursuant to a duty under applicable law, provided, however, that in such an event, as soon as practical after receiving the order or requirement of a court, administrative agency, or other governmental body, the receiving Party shall give the disclosing Party a written notice of such order or requirement and in any event such notice shall be prior to the disclosure of such information.

7. WARRANTY AND REPRESENTATIONS

7.1 Operation

Licensor represents to Licensee that: upon notification to Licensor during the term of this Agreement, Licensor will, during its normal business hours and at no cost to Licensee, use reasonable efforts to correct Errors which are reproducible and verifiable by Licensor, excluding any Errors caused by uses of the Software which were not in accordance with the specifications. Licensor also represents that it shall, upon becoming aware of any Errors, promptly advise Licensee of such.

7.2 Domains

Licensee warrants and represents approach to the Software shall be possible only on the domain(s) mentioned in Annex 1, which may be agreed electronically by both Parties through e-mail form.

7.3. Each Party represents, covenants and warrants that:

7.3.1. there is no pending or threatened legal action or petition made for the dissolution, liquidation or insolvency of the Party;

7.3.2. each Party has obtained all the requisite corporate power and authority necessary to execute and deliver the Agreement, to perform its obligations hereunder;



7.3.3. the execution and delivery of the Agreement has been duly authorized, and constitutes a valid, legal and binding obligation on the Parties;

7.4. Licensor represents, covenants and warrants that:

7.4.1. it has obtained and maintains during the term of this Agreement all the necessary rights, titles, and/or interests in Software, including also any regulatory licenses and permits, if applicable, required to offer license rights in Software to Licensee;

7.4.2. the execution, delivery and performance of this Agreement does not and will not (i) violate any applicable law, (ii) violate any charter document of the Parties, (iii) violate any agreement or order applicable to the Party; and

7.4.3. the Software is, and shall for the duration of this Agreement, comply with all applicable regulatory requirements for the relevant jurisdictions, which will be agreed in advance by both Parties, and Licensor agrees to provide documentary proof of such compliance on Licensee's request.

7.5 Warranty Disclaimer

THE WARRANTY SET FORTH IN THIS SECTION 7 IS A LIMITED WARRANTY AND IT IS THE ONLY WARRANTY MADE BY LICENSOR. LICENSOR EXPRESSLY DISCLAIMS, AND LICENSEE HEREBY EXPRESSLY WAIVES, ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LICENSOR DOES NOT WARRANT THAT THE SOFTWARE WILL MEET LICENSEE'S REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ERRORS IN THE SOFTWARE WILL BE CORRECTED. LICENSOR'S LIMITED WARRANTY IS IN LIEU OF ALL LIABILITIES OR OBLIGATIONS OF LICENSOR FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE INSTALLATION OR PERFORMANCE OF THE SOFTWARE. THE PARTIES AGREE THAT THE SOFTWARE'S FAILURE TO PERFORM IN ACCORDANCE WITH THE SPECIFICATIONS SHALL NOT BE CONSIDERED A FAILURE OF THE ESSENTIAL PURPOSE OF THE REMEDIES CONTAINED HEREIN. EXCEPT FOR THE ABOVE LIMITED WARRANTY, THE ENTIRE RISK OF THE SOFTWARE'S QUALITY AND PERFORMANCE IS WITH LICENSEE.

8. PROHIBITION OF INTERFERENCE INTO SOFTWARE

The license granted under this Agreement shall be construed as strictly prohibiting the Licensee from engaging and or authorizing any third party to engage on its behalf in any of the following activities:

- use, license, distribute, modify or otherwise transfer the Software other than those rights specifically granted hereunder;
- remove any proprietary notices from the Software;
- encumber, transfer or assign the Software;
- alter, store, copy, keep, transfer, modify, adapt, translate, reverse engineer, reverse assemble, decompile, disassemble or otherwise attempt to derive the source code from Software or create copyrightable or copyrighted material of the Software; or
- create derivative works based on the whole or on any part of the Software.

9. INDEMNIFICATION

9.1 The Licensee shall hold the Licensor harmless and indemnify the Licensor at the Licensee's expense (including, but not limited to, reasonable attorneys' fees and all related litigation costs and expenses) for any and all legal cause of actions brought against the Licensor by the Licensee's customers or affiliates, to the extent that such cause of action is based upon a claim in connection with the operation of the Licensee's business.

9.2 The Licensee shall indemnify and hold the Licensor harmless at the Licensee's expense (including, but not limited to, reasonable attorneys' fees and all related litigation costs and expenses) for any and all legal cause of actions, penalties, or adjudication brought against the Licensor in connection with any matter relating to the illegal use of the Software by the Licensee or its successors, assigns, parents, subsidiaries, affiliates officers, employees, agents and representatives. To exclude all doubts, the appropriate law firm shall be chosen by the Licensor, but Licensor shall bear the full costs of such law firm's service fees if its allegations against Licensee are proven to be unfounded.

9.3. The Licensee shall indemnify Licensor against any claim related to or arising out of a financial transaction brought by any third party based on the use of the Software.

9.4. Licensor shall have no liability for any claim of infringement based on (a) the use of a superseded or altered version of the Software if infringement would have been avoided by the use of a current or unaltered version of the Software which Licensor made available to Licensee; or (b) the combination, operation or use of the Software with software, hardware or other materials not furnished by Licensor.

9.5. The Licensor shall hold the Licensee harmless and indemnify the Licensee at the Licensor's expense (including, but not limited to, reasonable attorneys' fees and all related litigation costs and expenses) for any and all legal cause of actions, penalties, or adjudication brought against the Licensee, to the extent that such cause of action is based upon a claim caused by Licensor's violation of its representations and warranties given to Licensee hereunder.

10. LIMITATION OF LIABILITY

10.1 Limitation

LICENSOR SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, AND EXPRESSLY EXCLUDING LIABILITY FOR VIOLATIONS OF REGULATORY COMPLIANCE, LICENSING, CONFIDENTIALITY, PERSONAL DATA PROTECTION, AND INTELLECTUAL PROPERTY PROVISIONS HEREOF, FOR WHICH THE VIOLATING PARTY SHALL BEAR FULL LIABILITY, THE LIABILITY OF ONE PARTY TO THE OTHER FOR ANY REASON AND UPON ANY ACTION SHALL BE LIMITED TO THE LESSER OF THE MONTHLY AMOUNT MULTIPLIED BY 12 PAID TO LICENSOR BY LICENSEE UNDER THIS AGREEMENT OR EUR 100,000 (ONE HUNDRED THOUSAND EUROS). IN NO EVENT WILL EITHER PARTY OR ANY AFFILIATE, PARENT, OR SUBSIDIARY CORPORATION, INCLUDING ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, OR AUTHORIZED REPRESENTATIVES, BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THE LICENSED SOFTWARE OR THE AGREEMENT OR OTHER MATERIAL WHETHER IN ACTION IN CONTRACT OR TORT WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

BOTH PARTIES UNDERSTAND AND AGREE THAT THE REMEDIES AND LIMITATIONS HEREIN ALLOCATE THE RISKS OF PRODUCT AND SERVICE NONCONFORMITY BETWEEN THE PARTIES AS AUTHORIZED BY APPLICABLE LAWS. THE FEES HEREIN REFLECT, AND ARE SET IN RELIANCE UPON, THIS ALLOCATION OF RISK AND THE EXCLUSION OF CONSEQUENTIAL DAMAGES SET FORTH IN THIS AGREEMENT.

10.2 Force Majeure

Neither Party shall be under any liability for any loss or for any failure to perform any obligation hereunder due to causes beyond its control including without limitation industrial disputes of whatever nature, power loss, telecommunications failure, acts of God, or any other cause beyond its reasonable control.

11. TERM AND TERMINATION

11.1 Termination

The License granted herein shall remain in effect for one year (1) year, and shall renew for successive 12 (twelve) month periods thereafter, unless terminated as provided for in Sections 11.2 or 11.3 herein.

11.2 Termination at Will

Either Party may terminate this Agreement and the License, without prejudice to any other remedy the terminating Party may have, immediately without further obligation to the other Party, with or without cause by giving a 60 (sixty) days written notice to the other Party.

11.3 Termination for Cause

Either Party may terminate this Agreement and the License, without prejudice to any other remedy the terminating Party may have, immediately without further obligation to the other Party, in case of material breach of this Agreement which has not been cured within 14 (fourteen) calendar days following notice thereof by the non-breaching Party, by giving a written notice to the other Party.

11.4 Cessation of Use

Upon termination of this Agreement, Licensee shall cease using the Software and promptly return all copies of the Software and all other Confidential Information in its possession or control. Licensee shall delete all copies of such materials residing in on or off-line computer memory, and destroy all copies of such materials which also incorporate Licensee's Confidential Information. Licensor shall be entitled to enter the location of the Licensee to repossess and remove the Software and any other Confidential Information. Licensee shall, within 15 (fifteen) days from the effective date of the termination, certify in writing by an officer or director of the party that all copies of the Software have been returned, deleted and destroyed.

12. HEADINGS

The headings used in this Agreement are for convenience only and are not intended to be used as an aid to interpretation.

13. VALIDITY

If any part of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement shall not be affected.

14. BINDING AGREEMENT

This Agreement will be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns. Licensee may not assign its rights or obligations under this Agreement without the prior written consent of Licensor.

15. NO WAIVER

Failure by either party to exercise any right or remedy under this Agreement does not signify acceptance of the event giving rise to such right or remedy.

16. SOLICITATION

Either Party shall not during the term of this Agreement and for a period of 2 (two) years thereafter knowingly recruit, solicit, entice away, or request services from the employees or agents of the other Party or its group entities without the prior written consent of the other Party. "Knowingly" shall mean that the Party has the knowledge, or should reasonably have had knowledge, that the employee or agent is or was working for the other Party. In case of a proven breach of this obligation, the Party is directly responsible, and a penalty of up to fifty thousand Euro (€50,000) will apply for each incident or breach resulting from one or more violations.

17. GOVERNING LAW

This Agreement will be governed by and construed in accordance with the laws of the Republic of Cyprus. The parties hereby consent to the jurisdiction of the courts of the Republic of Cyprus for the purpose of any action or proceeding brought by either of them in connection with this Agreement.

18. NOTICE

Unless otherwise agreed to by the parties, any notice required or permitted to be given or delivered under this Agreement shall be delivered to the address set forth in this Agreement. Notice shall be deemed to have been received by any party, and shall be effective, (i) on the day given, if personally delivered or if sent by confirmed facsimile transmission, receipt verified or (ii) on the third day after which such notice is deposited, if mailed by certified, first class, postage prepaid, return receipt requested mail.

19. SURVIVAL

Sections 5, 6, and 9 shall survive the termination of this Agreement for any reason.

20. ENTIRE AGREEMENT

This Agreement and its Schedules and Annexes comprise the entire agreement between the parties regarding the subject matter hereof and supersedes and merges all prior proposals, understandings and all other agreements, oral and written between the parties relating to the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth first above, with full knowledge of its content and significance and intending to be legally bound by the terms hereof.

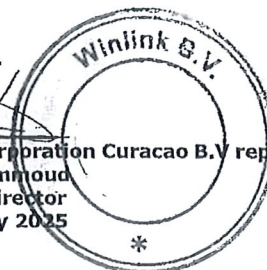
LICENSOR
Vagi Ltd.


Xenia Kyriakidou
Director



LICENSEE
WinLink B.V.


Guardian Corporation Curacao B.V. represented by
Gouloud Hammoud
Corporate Director
Date: 16 May 2025



ANNEX 1

The list of Domains

Following list contains complete enumeration of Domains used by the Licensee.

- 1) www.winity.com
- 2)
- 3)
- 4)
- 5)

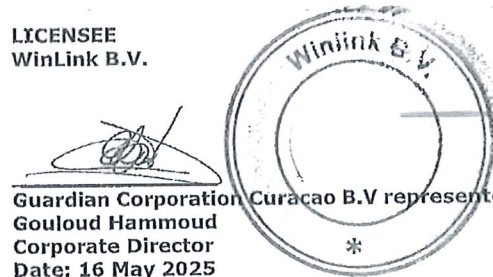
This list has to be always updated at least by electronical e-mail form and Licensee is obliged to provide the Licensor with all relevant information of its Domains.

LICENSOR
Vagi Ltd.



Xenia Kyriakidou
Director

LICENSEE
WinLink B.V.



Guardian Corporation Curacao B.V represented by
Gouloud Hammoud
Corporate Director
Date: 16 May 2025

ANNEX 2

Game providers and games listing location.

All of Licensor's games available on its website at <https://mancalaqaming.com/games>, as may be updated from time to time.

LICENSOR
Vagi Ltd.



Xenia Kyriakidou
Director



LICENSEE
WinLink B.V.



Guardian Corporation Curacao B.V represented by
Gouloud Hammoud
Corporate Director
Date: 16 May 2025



ANNEX 3

JURISDICTION LIST

A. Blocked Territories

The jurisdictions in which the use, offering to users, development, distribution, offering for sale, selling, advertising, promotion and/or other exploitation of any Software is not allowed under any circumstances:

1. Australia
2. Austria
3. Cuba
4. Iran
5. Iraq
6. North Korea
7. South Sudan
8. Sudan
9. Syria
10. Crimea
11. USA
12. Saudi Arabia
13. United Arab Emirates
14. Afghanistan
15. Jordan
16. Mali
17. China
18. Macau
19. Hong Kong
20. Singapore
21. Bahrain
22. Netherlands
23. Spain
24. Germany

B. Restricted Territories

The jurisdictions which are under increased monitoring regarding strategic deficiencies in their regimes to counter money laundering (ML) and terrorist financing (TF). Any customer is requested to conduct business in any of those regions with caution and to follow effective policies and procedures to mitigate any risks of ML/TF, including a robust KYC on all customers. Licensor may at its absolute discretion and without the need to provide any additional justification, refuse to allow any of its content to be provided in any of the Restricted and/or High-risk Territories.

C. Regulated Territories

Licensee is not allowed in any way, directly or indirectly, make use of the Software in the regulated jurisdictions or make it available to the End Users located in the regulated jurisdictions, except in case where the Licensee provides a valid proof (license, certification, permit etc) that it is legally permitted to operate the Software in any of the regulated jurisdictions. In the event that a specific jurisdiction should be divided into multiple states or regions, the Licensee shall only be permitted to offer Software for real money in such state or region as the Licensee's local remote gaming license specifically permits.

LICENSOR
Vagi Ltd.


Xenia Kyriakidou
Director



LICENSEE
WinLink B.V.


Guardian Corporation Curacao B.V represented by
Gouloud Hammoud
Corporate Director
Date: 16 May 2025



ANNEX 4

Data Processing Agreement

THIS DATA PROCESSING AGREEMENT (the "DPA") is entered into on the Effective Date (as defined below) and made between:

- (1) **Winlink B.V.**, having its registered office at Kaya Richard J. Beaujon Z/N Landhuis Joonchi 2, CURACAO, Company Registration Number: 154346 (hereinafter the "Counterparty" or the "Controller"); and
- (2) **Vagi Ltd.**, a company organized and existing under the laws of Cyprus under company number HE 433528, with its registered address located at: 5 Valaoriti, Office 102, 2220, Nicosia, Cyprus (hereinafter referred to as the "Vagi Ltd." or the "Processor").

the companies mentioned above are separately referred to as a "Party" and jointly as the "Parties".

1 PURPOSE

- 1.1 The Parties have on March 17th 2025 entered into an Software License Agreement (the "Main Agreement").
- 1.2 In providing the Counterparty with the services, certain Counterparty Personal Data (as defined below) is processed by Processor on behalf of the Counterparty. Based on the Applicable Data Protection Laws (as defined below), a written agreement is necessary between the Parties in order to safeguard the secure and lawful processing of such Counterparty Personal Data.
- 1.3 The Parties now wish to amend and supplement the Main Agreement in accordance with the terms and conditions set out hereto. This DPA intends to regulate the rights and responsibilities of the Counterparty and Processor in accordance with the Applicable Data Protection Laws (as defined below).

2 DEFINITIONS AND INTERPRETATION

- 2.1 For the purposes of this DPA, the following terms and expressions, including their grammatical variations, shall have the meaning set forth below. Capitalized terms not defined in this DPA shall have the meaning given to them in the Main Agreement, unless expressly stated otherwise.

"Data Protection Laws" shall mean the Data EU Protection Laws and any other applicable law (to extent applicable, data protection of privacy laws of any other country) with respect to any Counterparty Personal Data in respect of which the Counterparty or any other company belonging to the same corporate group with the Counterparty is subject to. This includes but is not limited to 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, and repealing Directive 95/46/EC with national implementations as applicable (also, referred to hereinafter as the "GDPR").

"Effective Date" shall mean the date as of the last signature affixed hereto.

"Counterparty Personal Data" shall mean any Personal Data processed by **Vagi Ltd.** as the Processor (or its Sub Processors) on behalf of the Counterparty or any other company belonging to the same corporate group with the Counterparty.

"Processor" shall mean **Vagi Ltd.** or Processor Group Company (as defined below) that processes Counterparty Personal Data on behalf of the Counterparty or any other company belonging to the same corporate group with the Counterparty.

"Processor Group Company" shall mean any entity that owns or controls, is owned or controlled by, or is under control or ownership of the Processor.

"Sub Processor" shall mean any person appointed by or on behalf of the Processor to process Counterparty Personal Data on behalf of the Counterparty or any other company belonging to the same corporate group with the Counterparty.

- 2.2 The terms, "Commission", "Controller", "Data Subject", "Member State", "Personal Data", "Personal Data Breach", "Processing" and "Supervisory Authority", "Transfer" shall have the same meaning as in the GDPR.

3 PROCESSING OF PERSONAL DATA

- 3.1 The Processor and each Processor Group Company shall comply with all Data Protection Laws in the processing of Counterparty Personal Data.
- 3.2 The Processor and each Processor Group Company, shall process Counterparty Personal Data exclusively for the purpose of carrying out its obligations under the Main Agreement and in accordance with this DPA, and in accordance with the written instructions given by the Counterparty, unless otherwise required by any Applicable Data Protection Laws to which the Processor is subject.
- 3.3 In the event that processing of Counterparty Personal Data is required by any Applicable Data Protection Laws to which the Processor is subject, the Processor shall notify the a Counterparty before carrying out any processing of that Personal Data. Further, in the event that the Processor receives instructions relating to the Processing of Counterparty Personal Data that it deems beyond or contrary to (i) this DPA, or (ii) the Any Applicable Data Protection Laws to which the Processor is subject, the Processor shall without delay notify the Counterparty and await further instructions before complying with such instructions.

The Counterparty instructs the Processor and each Processor Group Company and authorizes the Processor and each Processor Group Company to instruct each Sub Processor to (i) Process Counterparty Personal Data and (ii) transfer Counterparty Personal Data to any country of territory in accordance with the Applicable Data Protection Laws, in each case as reasonably necessary for the provision of the Services in consistency with this DPA and the Service Agreement.

- 3.4 Annex 5 contains certain information regarding Processing of Counterparty Personal Data as required by Article 28(3) of the GDPR.

4 SUBPROCESSING OF PERSONAL DATA

- 4.1 The Counterparty authorises the Processor to appoint Sub Processors in accordance with this Clause 4 and any restrictions in the Main Agreement.
- 4.2 The Processor may continue to use those Sub Processors already engaged by the Processor as at the date of this DPA. By entering into force this DPA the Processor shall supply the Counterparty with a list of such already engaged Sub Processors.
- 4.3 The Processor can at any appoint a new Sub Processor provided that the Counterparty is given fifteen (15) days' prior written notice and the Counterparty does not legitimately object to such appointment within that timeframe. If, in the Processor's opinion such objections are legitimate, the Processor shall refrain from using such Sub Processor in the context of processing Counterparty Personal Data.
- 4.4 With respect to each Sub Processor, the Processor shall:
- (a) before the Sub Processor first processes Counterparty Personal Data, carry out adequate due diligence to ensure that the Sub Processor is capable of providing the same level of protection for Counterparty Personal Data as required by this DPA and meet the requirements of all Data Protection Laws;
 - (b) ensure that the arrangement between the Processor or any of the Processor Group Company and/or the Sub Processor is governed by a written contract including terms which offer at least the same level of protection for Counterparty Personal Data as those set out in this DPA and meet the requirements of Article 28(3) of the GDPR;



- (c) upon the Counterparty's request, provide copies of the Processor's agreements with Sub Processors (which may be redacted to remove confidential information not relevant to the requirements of this DPA);
- 4.5 The Processor and each Processor Group Company, shall ensure that each Sub Processor performs the obligations which apply to processing of Counterparty Personal Data, as they apply to processing of Counterparty Personal Data carried out by that Sub Processor, as if it were party to this DPA and the Main Agreement in place of the Processor.
- 5 PERSONNEL**
- The Processor shall take reasonable steps to ensure the reliability of any employee, agent or contractor of any Sub Processor who may have access to the Counterparty Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know or access the relevant Counterparty Personal Data, as strictly necessary for the purposes of the Main Agreement, and to comply with Data Protection Laws in the context of that individual's duties to the Processor and Sub Processors, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.
- 6 SECURITY**
- Considering the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the Processor and each Processor Group Company, shall in relation to the Counterparty Personal Data implement technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.
- 7 DATA SUBJECT RIGHTS**
- 7.1 Taking into account the nature of the processing, the Processor and each Processor Group Company, shall assist the Counterparty by implementing appropriate technical and organisational measures, insofar as this is reasonably possible, for the fulfilment of the Counterparty's obligations to respond to requests to exercise Data Subject rights under the Data Protection Laws.
- 7.2 The Processor shall:
- (a) promptly notify the Counterparty if the Processor or any Sub Processor receives a request from a Data Subject under any Applicable Data Protection Laws in respect of the Counterparty Personal Data; and
- (b) ensure that the Processor and/or any or its Sub Processor does not respond to that request except as required by Data Protection Laws to which the Processor or Sub Processor is subject, in which case the Processor shall to the extent permitted by Data Protection Laws inform the Counterparty of that legal requirement before the Processor or Sub Processor responds to the request.
- 8 PERSONAL DATA BREACH**
- 8.1 The Processor shall notify the Counterparty immediately and without any delay upon the Processor or any Sub Processor becoming aware of a Personal Data Breach affecting the Counterparty Personal Data, providing the Counterparty with sufficient information to allow the Counterparty to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws.
- 8.2 The Processor shall co-operate with the Counterparty and take all such reasonable commercial steps as are directed by the Counterparty to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

9 DATA PROTECTION IMPACT ASSESSMENT AND PRIOR CONSULTATION

The Processor and each Processor Group Company shall provide reasonable assistance to the Counterparty with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which the Counterparty considers to be required by Article 35 or 36 of the GDPR or equivalent provisions of any other Data Protection Laws, in each case solely in relation to processing of Counterparty Personal Data by the Processor or its Sub Processor.

10 TERM AND TERMINATION

10.1 This DPA shall enter into force concurrently with the Main Agreement and shall thereafter remain in force as long as the Main Agreement remains in force. It shall expire automatically without notice when the Main Agreement expires regardless of the reason of termination or expiration (the "**Expiry Date**").

10.2 Clauses 11.1, 11.2, 11.5, and 15 shall survive and remain in full force and effect regardless of any termination or expiry of this DPA.

11 DELETION OR RETURN OF COUNTERPARTY PERSONAL DATA

11.1 Subject to Clauses 11.2 and 11.3, the Processor and each Processor Group Company, shall promptly and in any event within 60 (sixty) days of the Expiry Date, delete and procure the deletion of all copies of the Counterparty Personal Data.

11.2 Subject to Clause 11.3, the Counterparty may in its absolute discretion by written notice to the Processor within 60 (sixty) days of the Expiry Date require the Processor and each Processor Group Company to

(a) return a complete copy of all the Counterparty Personal Data to the Counterparty by secure file transfer in such format as is reasonably notified by the Counterparty to the Processor; and

(b) delete and procure the deletion of all other copies of the Counterparty Personal Data processed by the Processor or any of its Sub Processor. The Processor shall comply with any such written request within 30 (thirty) days of the Expiry Date.

11.3 Notwithstanding Clauses 11.2 and 11.3, the Processor and Sub Processor may retain Counterparty Personal Data to the extent required by Data Protection Laws and only to the extent and for such period as required by Data Protection Laws and always provided that the Processor and its Sub Processor shall ensure the confidentiality of all such Counterparty Personal Data and shall ensure that such Counterparty Personal Data is only processed as necessary for the purpose(s) specified in the Applicable Data Protection Laws or any licensing and/or regulatory requirements in relation to the Services requiring its storage or further processing after the Expiry Date.

11.4 For the purposes of clarification, only statistical data, which has been anonymized and no longer constitute Counterparty Personal Data may be retained and used freely by the Processor perpetually.

11.5 The Processor shall upon request provide written certification to the Counterparty that it has fully complied with this Clause 11.

12 AUDIT RIGHTS

12.1 The Processor and each Processor Group Company shall keep, or cause to be kept the necessary information to demonstrate its compliance with its obligations under this DPA, including but not limited to full and accurate records relating to the Processing of Counterparty Personal Data.

12.2 Upon reasonable request from the Counterparty, the Processor and each Processor Group Company shall make available to the Counterparty and its auditors or agents all relevant information or records kept by the Processor and each Processor Group Company pursuant to this Clause 12.

- 12.3 Information and audit rights of the Counterparty only arise under Clause 12.1 to the extent that the Main Agreement does not otherwise give them information and audit rights meeting the relevant requirements of Data Protection Laws.

13 DATA TRANSFERS

- 13.1 The Counterparty may by 30 (thirty) calendar days' written notice to the Processor propose variations to this DPA which the Counterparty reasonably considers to be necessary to address the requirements of any Data Protection Laws. The Processor acknowledges that Data Protection Laws may require additional measures to be taken to secure transfers of Counterparty Personal Data outside the country or region they originate from. In such a case, the Processor shall assist the Counterparty in implementing these additional measures and, for instance, enter into separate agreements, where and as mandated under Data Protection Laws. Without limiting the generality of foregoing, the Processor and each Processor Group Company, and Sub Processor shall refrain from transferring any Personal Data subject to the subject to Data Protection Laws outside the European Union or a country deemed adequate by the European Commission, without relying on a transfer mechanism in accordance with the legislation of the European Union.

14 CHANGES IN DATA PROTECTION LAWS

- 14.1 The Counterparty may by 30 (thirty) calendar days' written notice to the Processor propose variations to this DPA which the Counterparty reasonably considers to be necessary to address the requirements of any Data Protection Laws.
- 14.2 If the Counterparty gives notice under Clause 14.1, the Processor shall not unreasonably withhold or delay agreement to any consequential variations to this DPA proposed by the Counterparty.
- 14.3 If the Counterparty gives a notice under Clause 14.1, the Parties shall promptly discuss the proposed variations and negotiate in good faith with a view to agreeing and implementing those variations.

15 LIABILITY AND INDEMNIFICATION

- 15.1 The Parties' liability for damages as a result of this DPA is, unless expressly stated in this DPA, subject to the same limitations of liability as set forth in the Main Agreement, which shall apply equally to this DPA. In case of multiple claims for damages under this and the Main Agreement, such liability shall be cumulative in relation to the maximum liability between this DPA and the Main Agreement.
- 15.2 Notwithstanding any limitation of liability agreed between the Parties pursuant to the Main Agreement, a Party (the "**Defaulting Party**") shall indemnify the other Party (the "**Non-Defaulting Party**") against all damages and fines that are awarded in a trial or imposed by the Supervisory Authority by way of final decision or settlement (and any reasonable attorney's fees incurred by the Non-Defaulting Party in respect of such decision or settlement), against the Non-Defaulting Party, arising directly out of the Defaulting Party's breach of its obligations pursuant to Data Protection Laws, this DPA or a breach of warranty contained here.
- 15.3 Liability under this Clause 15 is conditional on the Non-Defaulting Party having complied with its obligations and warranties under Data Protection Laws, this DPA including, but not limited, to those obligations arising pursuant to Clause 15.4.
- 15.4 If any third party makes a claim, or notifies an intention to make a claim or start an investigation, against the Non-Defaulting Party which may reasonably be considered likely to give rise to a liability under the indemnity contained in Clause 15.2, against the Defaulting Party (the "**Claim**"), the Non-Defaulting Party shall:
- (a) notify the Defaulting Party in writing within ten (10) days of receipt by the Non-Defaulting Party of any documentation relating to the Claim, specifying the nature of the Claim and such relief or penalty as is sought therein

- (b) cooperate with the Defaulting Party in all reasonable respects in connection with the defence or investigation of the Claim;
 - (c) not make any admission of liability, agreement or compromise in relation to the Claim without the prior consent of the Defaulting Party (such consent not to be unreasonably withheld or delayed), provided that the Non-Defaulting Party may settle the Claim (after giving prior written notice of the terms of settlement (to the extent legally possible) to the Defaulting Party, but without obtaining the Defaulting Party's consent) if the Non-Defaulting Party reasonably believes that failure to settle the Claim would be prejudicial to it in any material respect
 - (d) permit the Defaulting Party to, upon written thereof to the Non-Defaulting Party, undertake to conduct all proceedings or negotiations in connection with the Claim, assume the defence thereof, and, if it so undertakes, it shall also undertake all other required steps or proceedings to settle or defend any such claim, including the employment of counsel at the Defaulting Party's
- 15.5 Notwithstanding this Clause 15, the Defaulting Party shall have no liability under Clause 15.2 to the extent that a Claim has arisen due to any act or omission not attributable to the Defaulting Party.
- 15.6 Nothing in this Clause 15 shall restrict or limit the Non-Defaulting Party's general obligation at law to mitigate any loss it may suffer or incur as a result of an event that may give rise to a claim under the indemnity contained in Clause 15.2.
- 15.7 In no event shall either Party, any company belonging to the same corporate group with either Party or any of either Party's directors, officers, employees, agents or consultants be liable for any indirect or consequential loss or loss of profit, or damages, whether or not the party concerned has been advised of the possibility of such damages, or for any loss of opportunity, goodwill, or anticipated earnings, in each case arising out of or in any way in connection with this DPA.
- 16 NO WAIVER**
- The failure of either Party hereto to insist upon the strict adherence to any term of this DPA on any occasion shall not be considered as a waiver of any right hereunder nor shall it deprive that Party of the right to insist upon the strict adherence to that term or any other term of this DPA at some other time.
- 17 ORDER OF PRECEDENCE**
- With regard to the subject matter of this DPA in the event of inconsistencies between the provisions of this DPA and any other agreement between the Parties, including the Main Agreement (except where explicitly agreed otherwise in writing and signed on behalf of the Parties, the provisions of this DPA shall prevail.
- 18 COSTS**
- Each Party is responsible for its own costs in relation to the preparation and performance of this DPA, including but not limited to fees and costs for its own representatives, advisors, brokers and other intermediaries and authorities.
- 19 SEVERABILITY**
- If any provision in whole or in part of this DPA shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, then the provision in question shall be deemed removed and the remaining provisions shall remain in full force and effect and the Parties shall without delay agree on a replacement provision that as far as legally possible achieves the same or commercially similar effect as the invalidated provision.



DISPUTES AND GOVERNING LAW

The Parties to this DPA hereby submit to the choice of law and jurisdiction stipulated in the Main Agreement with respect to any disputes or claims howsoever arising under this DPA, including disputes regarding its existence, validity or termination or the consequences of its nullity.

SIGNATURES

Processor
Vagi Ltd.


Xenia Kyriakidou
Director



Controller
WinLink B.V.


Guardian Corporation Curacao B.V represented by
Gouloud Hammoud
Corporate Director
Date: 16 May 2025



ANNEX 5: DETAILS OF PROCESSING OF COUNTERPARTY PERSONAL DATA

This Annex 5 and the table below contain certain details of the processing of Counterparty Personal Data as required by Article 28(3) of the GDPR.

A. Subject matter and duration of the processing of Counterparty Personal Data and the obligations and rights of the Counterparty:

Processor retains only the analytical data only for as long as necessary to fulfill contractual obligations, ensure regulatory compliance, resolve disputes, and prevent fraud. Once the data is no longer needed for these purposes, it will be securely deleted or anonymized in accordance with applicable laws. Processor does not identify the specific Players / End Users.

B. The nature and purpose of Processing and/or Transferring Counterparty Personal Data:

NATURE	PURPOSE
Processing	Analytics and Improvements: To analyze player behavior for optimizing game offerings and user experience.

C. The categories of the Counterparty Personal Data:

- Gaming Activity Data (sessions, bets, winnings, losses, balances etc.)
- Technical Data

D. The categories of Data Subject to whom the Counterparty Personal Data relates:

- Category of End Users/Players