

GAMING GATEWAY AND DISTRIBUTION AGREEMENT

This Gaming Gateway and Distribution Agreement (hereinafter referred to as the "**Agreement**") is entered into on the "**Effective Date**" (defined below) between:

On the first part:

iGaming Deck Ltd, a company registered and incorporated under the laws of **Isle of Man** with company registration number **018829V** and having its registered address at **49 Victoria Street, Douglas, Isle of Man, IM1 2LD**, (hereinafter referred to as the "**Distributor**");

AND

On the second part:

DMG Solutions B.V. a company incorporated and registered under the laws of **Curacao** with company registration number **148273** and having its registered address at **Abraham de Veerstraat 9, Willemstad, 0000 CW**, hereinafter referred to as the ("**Operator**");

Hereinafter also referred to individually as "**Party**" or collectively as "**Parties**".

WHEREAS

a) The Distributor provides services to the remote gambling industry including, without limitation, the licensing of a gaming gateway software and the (sub-)licensing of third-party developed games to B2C online gambling operators.

b) The Operator is in the business of operating B2C online casino Websites and wishes to utilise the gaming software licensed by The Distributor to offer the games to its End-Users (defined below).

c) This Agreement grants, under the terms further set out below, a license to the Operator to use the Licensed Software (defined below) for the purposes of its Business Activity (defined below) and to make the Licensed Games available to End-Users through the Website(s) (defined below).

NOW, THEREFORE, AND IN CONSIDERATION OF THE MUTUAL COVENANTS EXPRESSED HEREIN, THE PARTIES HEREBY AGREE THE FOLLOWING TERMS:

1 DEFINITIONS

1.1 In this Agreement, all capitalised terms shall have the meaning ascribed to them in the provision in which the term first appears. Additionally, the following terms, shall have the following meanings, unless otherwise expressly stated.

1.1.1 "**Bonus Allowance**" shall mean the maximum amount of bonus money attributed to End-Users, which the Operator is allowed to deduct from the Gross Gaming Revenue, as capped in the in Schedule 4. If applicable, the Bonus Allowance is defined for each specific Games Package listed in the Term Sheet in Schedule 4;

1.1.2 "**Business activity**" shall mean the Operator's activity consisting of offering the Licensed Games to End-Users on the Websites during the term of this Agreement;

- 1.1.3 **"Effective Date"** shall mean the date on which the agreement is finally signed by both Parties;
- 1.1.4 **"End-User(s)"** shall mean the Player(s) using the Licensed Games on the Operator's Website(s);
- 1.1.5 **"Games Package"** shall mean the Licensed Games portfolio from a specific Gaming Provider selected by the Operator, provided to the Operator by The Distributor through the Gaming Gateway under the terms of this Agreement and subject to the prior approval by the relevant Gaming Provider. The terms applicable to each Games Package are further detailed in the in Schedule 4;
- 1.1.6 **"Games Package Addenda"** shall mean additional terms and conditions of use applicable to the Licensed Games from certain specific Gaming Providers, imposed by such Gaming Providers to The Distributor and passed through by The Distributor to the Operator;
- 1.1.7 **"Gaming Gateway"** shall mean the software interface operated by The Distributor and licensed to the Operator pursuant to this Agreement. Both the Gaming Gateway and the Licensed Games constitute the Licensed Software;
- 1.1.8 **"Gaming Provider(s)"** shall mean the Third-party software providers whose games are sub-licensed by The Distributor and provided through the Gaming Gateway;
- 1.1.9 **"Go-Live Date"** shall mean the date when the Licensed Games first become available to End-Users on the Website(s), as specified in Article 5.1;
- 1.1.10 **"Gross Gaming Revenue"** shall mean the total amount of all bets wagered minus the total amount of wins made by End-Users using the Licensed Games on the Websites;
- 1.1.11 **"Licensed Games"** shall mean the gaming software developed by Gaming Providers, provided to the Operator through the use of the Gaming Gateway and offered to End-Users on the Operator's Website(s). The Licensed Games are grouped in Games Packages per Gaming Provider selected by the Operator. The exact list of Licensed Games included in each Game Package is notified by the Gaming Provider, through the Distributor, in the games release roadmap (where available) and shared by the Distributor with the Operator through the API. Together with the Gaming Gateway, the Licensed Games constitute the Licensed Software;
- 1.1.12 **"Licensed Software"** shall mean the software licensed to the Operator under this Agreement, which includes the Gaming Gateway and the Licensed Games. The former being owned by the Distributor and the latter by the Gaming Provider;
- 1.1.13 **"Services"** shall mean the services provided by the Distributor to the Operator under this Agreement. The Services include the licensing, use, initial set-up, testing, and maintenance of the Gaming Gateway and the sub-licensing and use of the Licensed Games thereon. Additional services may be available upon request;
- 1.1.14 **"Supervisory Authorities"** shall mean the relevant authorities in any jurisdiction in charge of the regulation, supervision, licensing or any other

public mission in relation to the Business Activity and/or to the business activity of The Distributor;

- 1.1.15 **"Restricted Territories"** shall mean any jurisdiction, country, state, province, region or other political or territorial subdivision in which the Business Activity shall not be carried out and/or where the use, offering to End-Users, development, distribution, offering for sale, selling, advertising, promotion and/or any other exploitation of the Licensed Software is prohibited by law, regulations or policies. It is the Operator's sole responsibility to assess whether the operation of its Business Activity is legal in a specific territory. The lists of Restricted Territories in Schedule 5 and, as the case may be, in the specific Games Package Addenda are purely indicative;
 - 1.1.16 **"Website(s)"** shall mean the online gaming website(s) managed by the Operator and approved by the Distributor through which the Operator utilises the Licensed Games. The authorised Website(s) are further identified in Schedule 1.
- 1.2 Unless otherwise specified:
- 1.2.1 any reference to a legal or regulatory provision made under this Agreement shall be deemed a reference to such legal or regulatory provision as amended, modified and/or re-enacted by competent authorities (including Supervisory Authorities), from time to time, and to any subordinate legislation made under such legal or regulatory provision, even if the amendment, modification or re-enactment occurred after the Effective Date;
 - 1.2.2 references to Articles, Schedules, Addenda and/or Parties are to Articles, Schedules, Addenda and/or Parties to this Agreement, respectively;
 - 1.2.3 any reference to a document of this Agreement in whole or in part, is a reference to such document as from time to time supplemented, modified or amended;
 - 1.2.1 the singular includes the plural and vice versa, and the masculine includes the feminine and the neutral genders and vice versa;
 - 1.2.2 a person includes natural persons, firms, partnerships, companies, corporations, associations, organizations, governments, states, governmental or state agencies, foundations and trusts (in each case whether or not having separate legal personality); and
 - 1.2.3 writing excludes SMS and similar means of communication (except where expressly stated otherwise).
- 1.3 In this Agreement, any phrase introduced by the words "include", "including", "includes", "without limitation" and such as are to be construed as illustrative and shall not limit the sense of the words preceding those words. The Schedules form an integral part of this Agreement. The headings used in this Agreement are for convenience only and shall not be interpreted as having any legal or other meaning.

2 AGREEMENT DOCUMENTS

- 2.1 This Agreement consists of:

- 2.1.1 The Gaming Services Agreement
- 2.1.2 Schedule 1 – Authorised Websites
- 2.1.3 Schedule 2 – Fee structure and Marketing requirements
- 2.1.4 Schedule 3 – Confidentiality
- 2.1.5 Schedule 4 – Games Package
- 2.1.6 Schedule 5 – Jurisdiction specific limitations
- 2.1.7 Schedule 6 – Service Levels

- 2.1.8 Games Package Addenda (where applicable)
- 2.2 In case of a discrepancy between the documents referred to above, the Games Package Addenda shall prevail over the main Agreement, which shall prevail over the other Schedules. Notwithstanding the generality of the foregoing, the jurisdiction specific limitations deriving from the Games Package Addenda and the restrictions contained in Schedule 5 are combined and there shall be no precedence of one over the other.
- 2.3 This Agreement, the Schedules and any Addenda thereto constitute the entire Agreement between the Parties on all issues to which the Agreement relates. The contents of this Agreement, Schedules and Addenda (as the case may be) supersede all previous written or oral commitments and undertakings. Amendments to this Agreement shall be agreed in writing and signed by both Parties.

3 LICENCE AND SERVICES

- 3.1 The Distributor hereby grants to the Operator a worldwide, non-exclusive, limited, non-licensable, non-assignable, non-transferable, terminable license over the Licensed Software to be used by the Operator solely on the Website(s) for the term in accordance with the provisions set out in this Agreement.
- 3.2 The Operator expressly agrees and understands that the license over the Licensed Software is granted solely for the use of the Licensed Games, as part of its Business Activity, on such Website(s) which The Distributor has expressly approved in writing in Schedule 1 or in any amendment or addendum thereto.
- 3.3 The Operator agrees and accepts that the Distributor shall have the right, at any time during the term, to request any documentation in relation to the Operator, the Website(s) or the Business Activity as the Distributor may, at its absolute discretion, determine. The Operator further expressly agrees that The Distributor may share any information contained in such documentation with the Gaming Providers.
- 3.4 The Distributor will provide the Licensed Software to the Operator:
 - 3.4.1 With reasonable skill, care and expertise; and
 - 3.4.2 In compliance with the provisions outlined in the Agreement.

- 3.5 The Distributor grants no rights to the Operator other than those expressly specified in this Agreement. In particular, no rights of ownership or any rights other than the right to use the Licensed Software as specified in this Agreement are granted.
- 3.6 The Operator hereby acknowledges and agrees that the Distributor owns solely and exclusively, or is duly licensed to use, any and all right, title and interest in and to the Licensed Software and any updates thereof, including any other modification, enhancement, adaptation, translation or other change of, or addition to such software, even if developed by the Distributor (or any third-party on its behalf) based on ideas, suggestions, specifications, demands or proposals by the Operator. The Operator irrevocably assigns to The Distributor all right, title, and interest in so far as they relate to the Licensed Software.
- 3.7 The Operator acknowledges and accepts that the Licensed Software has not been developed to meet the individual requirements of the Operator or End-Users.
- 3.8 The Operator understands and agrees that the Licensed Games are subject to third-party licensing.
- 3.9 The Licensed Games will include casino standard games, casino branded/premium games, jackpot casino games and third party developed games as offered by the Gaming Provider to the Distributor and shared by the Distributor through the API. Notwithstanding anything to the contrary, Licensed Games lists are purely indicative, and their completeness, accuracy and currency are by no means warranted. The Games Packages are evolutive and subject to changes imposed by the relevant Gaming Providers, which may occur without any obligation of prior notice. The Operator understands that not all Licensed Games provided under this Agreement may be available in all territories, languages and/or currencies which may be updated by the Gaming Provider from time to time.
- 3.10 Added Licensed Games shall be subject to the terms of the Agreement as if such Licensed Games had been set out herein on the Effective Date.
- 3.11 The Distributor is entitled at its discretion to cease to make available any of the Licensed Games on providing fifteen (15) days prior notice to the Operator. Notwithstanding the foregoing, the Distributor will not be obliged to give any notice where the Distributor is required by a Gaming Provider to cease making any or all Licensed Game(s) available to the Operator. In such a case, the Distributor will not be considered to be in breach of its obligations and will incur no liability towards the Operator.
- 3.12 Nothing contained in this Agreement shall entitle the Operator to seek damages or compensation as a result of any modification, removal or change in the services offered, including the Licensed Software.
- 3.13 In addition, certain specific games, such as, for example, third party developed games from certain Gaming Providers, may require a separate approval from the Gaming Provider, passed through by the Distributor and will be subject to additional terms and conditions in the form of Games Package Addenda.
- 3.14 The Operator expressly agrees to be bound by the provisions arising from the Distributor's agreements with third-party licensors, especially Gaming Providers, and relating to the use of the Licensed Games, as communicated by the Distributor

to the Operator from time to time and/or contained in the Games Package Addenda, where applicable.

4 SUPPORT AND MAINTENANCE

- 4.1 The Distributor shall provide customer service and support to the Operator in relation to the Licensed Software as further detailed in Schedule 6.
- 4.2 The Operator remains solely responsible for making available and providing its third-party contractual partners, including without limitation, Intermediaries and/or End-Users with the adequate support with respect to the use of the Licensed Software on the Operator's Website(s). The Operator's support desk shall be staffed with experienced personnel who are familiar with the Licensed Software. The Distributor does not provide support directly to the Operator's third-party contractual partners, including without limitation, Intermediaries or End-Users.
- 4.3 The Distributor reserves the right to modify its support services, from time to time, at its sole discretion, after fifteen (15) days prior notice to the Operator or upon any such notice it receives from the relevant Gaming Provider in relation to a Games Package.
- 4.4 A hosting and high-performance/speed broadband connection is required for the proper operation and maintenance of the Licensed Software and will be supplied by the Operator.
- 4.5 During the Term of this Agreement, the Distributor shall pass on to the Operator any and all modifications, updates, upgrades and enhancements of the Licensed Games as may be provided by the Gaming Provider to the Distributor, with reasonable notice (where possible) in order to allow the Operator to carry out all activities required to avoid any service disruption to the End-Users. All the modifications, updates and upgrades shall be considered part of the Licensed Software. In the event that the Distributor provides the Operator with such modifications, updates and upgrades, the Operator undertakes to promptly take and perform all actions required in order to successfully launch and support such changes.
- 4.6 The Operator acknowledges and agrees that Gaming Providers, from time to time, may update, modify and/or upgrade the Licensed Games in their Games Package and/or any part thereof. In such case, the rendering of access to the Licensed Games or any part thereof may be suspended by the Gaming Provider and the Operator shall have no claims and/or demands whatsoever with respect thereto. In addition, in the event that a Gaming Provider suspects fraud and/or money laundering, including sharing data and details about individuals, bank accounts, credit cards and other relevant information, such Gaming Provider may, but is not obligated to, freeze End-Users' requests pending investigation and take any and all further actions, including, without limitation, refusing End-Users' requests, restricting access to End-Users, and forfeiture or recovery of funds, without incurring any liability towards the Operator, any End-Users, the Distributor and/or any third party. In the event that notwithstanding the foregoing, the Operator shall for any reason be found liable with respect to any of the foregoing actions, the Operator shall promptly indemnify the Distributor and the Gaming Provider,

through the Distributor, for all expenses, losses and liabilities incurred by it in connection with the foregoing.

5 INTEGRATION AND ACCEPTANCE TESTING

- 5.1 The Go-Live Date depends on the successful integration and acceptance testing of the Licensed Software by the Operator and shall not be later than two (2) months as from the Effective Date.
- 5.2 Invoicing of the Fees shall commence as from Go-Live Date. Should the Licensed Games not be available to End-Users after the period specified in 5.1, the Distributor shall have the right to invoice a fixed fee according Schedule 4
- 5.3 Both Parties will use their best efforts to cooperate during the integration and testing process, as described in the Distributor's Integration Manual.
- 5.4 The Operator will integrate the Licensed Software tightly into the Website(s), using full functionality of the available APIs, such that it will appear as an integral part of the Website(s) to the End-Users. The Operator is responsible to ensure that the integration of the Licensed Software is conducted in accordance with the integration manual. The Operator acknowledges the Distributor's right to update APIs and agrees to promptly comply with updated APIs.

6 OPERATOR'S OBLIGATIONS

- 6.1 The Operator agrees to:
 - 6.1.1 Strictly comply with all the provisions of the Agreement, especially including, but not limited to, the provisions applicable to advertising, territorial restrictions (Schedule 5 and the Games Package Addenda, where applicable), legal and regulatory requirements;
 - 6.1.2 Exercise its rights and perform its obligations under the Agreement in accordance with any and all applicable laws, regulatory requirements and policies of all relevant jurisdictions in which it carries out the Business Activity;
 - 6.1.3 Hold, maintain and comply with all the necessary licences, certificates, authorisations and consents required under the laws of all relevant jurisdictions for the conduct of its Business Activity;
 - 6.1.4 Offer, integrate, advertise, promote and make the Licensed Games available to End-Users;
 - 6.1.5 Ensure that the Licensed Games are not made available in any Restricted Territory and that no real money bet is accepted on the Websites(s) from any End-User who:
 - 6.1.5.1 at the time of making the bet, is located within any of the Restricted Territories or any territory in which it is contrary to any applicable law to take such bets;
 - 6.1.5.2 is domiciled within any of the Restricted Territories or any territory in which it is contrary to any applicable law to take such bets; or
 - 6.1.5.3 is otherwise restricted;

- 6.1.6 Ensure the protection of young and vulnerable people in accordance with all applicable laws on the Website(s);
- 6.1.7 Prevent, through suitable systems and procedures, any use of the Licensed Software by End-Users located within any of the Restricted Territories or more generally any use that would be in breach of any applicable legal, regulatory or contractual condition;
- 6.1.8 Ensure that any operational database will be physically based on operational servers outside the Restricted Territories;
- 6.1.9 Ensure that transactions will be generated from sources based outside the Restricted Territories;
- 6.1.10 Refrain itself and prevent third-parties from engaging in any illegal or unethical business practices, including but not limited to money laundering activities, financing of terrorism, fraud, theft of player database illegal gambling, etc.;
- 6.1.11 Have in place suitable systems and procedures to prevent fraud, money laundering or financing of terrorism related directly or indirectly to the Licensed Software;
- 6.1.12 Update the due diligence documentation provided to the Distributor and communicate to the Distributor any changes in the control of the Operator within fifteen (15) days from the occurrence of such change. The Distributor may request the Operator to present to it additional due diligence documentation from time to time. In such a case, the Operator undertakes to provide the Distributor with such documentation within five (5) days of receiving such request. Failure to present the Distributor with the requested documentation may result in the suspension or termination of this Agreement by the Distributor or the suspension or termination of the provision of any Games Package, without prejudice to any other right that the Distributor may have in terms of this Agreement and in terms of the law;
- 6.1.13 At all times, make any applicable game rules and other terms and conditions available to End-Users in a clear, visible and comprehensible manner.
- 6.1.14 On the Website(s), adopt and display terms of use which shall regulate its relationship with each End-User with respect to the Licensed Software (the "**EULA**"). The EULA shall contain provisions which exclude the Gaming Provider's, the Distributor's and their associates, affiliates, parents and subsidiary corporations from all liabilities related to the End-User's use of the Licensed Software. The EULA shall be provided in a format that the End-Users may download onto their hard disk. The Operator shall require all End-Users to either accept or reject the terms and conditions of the EULA by means of a point and click mechanism or other mechanism acceptable to the Distributor prior to the use of the Licensed Software and, in the event a End-User rejects the EULA, such End-User shall not be permitted to use the Licensed Software at any time and shall be completely blocked by the Operator from such use. The Operator agrees that the mechanism used to require End-Users to accept or reject the EULA shall be in a form which will record and store all End-Users' acceptance of the EULA for future reference. The Operator shall also ensure

that the EULA complies with the material requirements, if any, of the jurisdiction(s) which has/have issued the Operator's online gaming license(s).

- 6.2 Without prejudice to any of the above, the Operator will not, and ensures that any Intermediary (defined below in Article 6.3) or End-User will not:
- 6.2.1 Copy, modify, distribute, redistribute, sell, lease, assign, transfer, trade, rent, sub-license or publish the Licensed Software, whether in full or in part, to any third-party; or
 - 6.2.2 Download or make any copies of the Licensed Software; or
 - 6.2.3 Disassemble, reverse engineer, decompile or attempt or allow any other person to disassemble, reverse engineer or decompile any copies of the Licensed Software, whether in part or in full or use the Licensed Software to design software with similar or competitive functionality; or generally
 - 6.2.4 Use the Licensed Software for any purpose except in the course of the Business Activity and/or use the Licensed Software in any manner which could be reasonably deemed to be detrimental to The Distributor or a Gaming Provider.
- 6.3 The Distributor agrees that the Operator may enter into agreements with third-parties which shall act as intermediaries, white-labels or skins (hereinafter the "**Intermediary**") of the Operator if expressly authorised in writing by the Distributor. The Operator agrees and accepts that the Distributor shall have the right to request any documentation on the said Intermediary as the Distributor, may, at its absolute discretion, determine. The Distributor undertakes best endeavours to reply to a written request by the Operator for authorisation of an Intermediary in no more than fifteen (15) days. In relation to the Licensed Software, the Operator agrees to cooperate only with Intermediaries with a proven track record. The Operator will impose on any Intermediary all applicable restrictions and obligations deriving from this Agreement.

7 LEGAL AND REGULATORY REQUIREMENTS

- 7.1 The Parties acknowledge and agree that the upholding of the software gaming licenses is of utmost importance for the Distributor and the Gaming Providers respectively, and for the provision of the Services hereunder. In addition, the Distributor and the Gaming Providers are highly dependent on trust from their customers and value their reputation in the market. Further, the Distributor and the Gaming Providers are subject to regulatory requirements from Supervisory Authorities. The Operator shall therefore adhere to certain principles and requirements are set out below.
- 7.2 The Operator shall not engage in any act or omission which will adversely affect the Distributor's and/or the Gaming Providers' reputation and or their compliance with law or regulatory requirements, irrespective of whether in relation to this Agreement, any gaming license or otherwise.
- 7.3 The Operator shall at all times hold a current valid gaming license in the jurisdiction where the Operator conducts its Business Activity. The Operator shall perform its obligations hereunder in accordance with regulatory requirements and applicable laws. In case of changes to the regulatory requirements or applicable

laws applying to the Distributor and/or the Gaming Providers (with regard to the gaming license or otherwise) after the Effective Date, the Services and/or marketing requirements (detailed in Schedule 2) shall be changed accordingly. The Operator will not be entitled to compensation for any change resulting out of a change of regulatory requirement or change of applicable law.

- 7.4 The Parties will ensure their own compliance with applicable laws and regulatory requirements in performing their obligations under this Agreement. The Operator acknowledges that it may itself become directly subject to regulatory requirements or other legal requirements in other jurisdictions than where it is incorporated. In such cases, the Operator will obtain all relevant approvals or authorisations (if any) from the relevant Supervisory Authorities without any cost implications for the Distributor and/or the Gaming Providers.
- 7.5 The Distributor shall have no obligation to notify the Operator if the Distributor becomes aware of changes in regulatory requirements, which the Operator is directly subject to and which affect the Business Activity.
- 7.6 The Operator shall deal with all Supervisory Authorities or other public authorities in an open and cooperative fashion, whether or not such authorities are supervising the Operator, the Distributor or a Gaming Provider, and whether or not such authorities are based in a jurisdiction other than the Operator's. All requests or enquiries from Supervisory Authorities regarding the Services or otherwise directly or indirectly related to the Distributor's and/or the Gaming Providers' business shall be directed to the Distributor without any undue delay. All information sent and contact made by the Operator to Supervisory Authorities, in relation to the Agreement and/or the Services, shall be approved by the Distributor in advance.
- 7.7 For the avoidance of doubt, non-compliance by the Operator with the provisions set out in this Article 7 shall constitute a breach of the Operator's obligations under this Agreement.

8 FEES

- 8.1 For the use of the Licensed Games, the Operator shall pay to The Distributor a fixed percentage of the Gross Gaming Revenues. The percentage varies depending on the type of Licensed Game within the Games Package, the Gaming Provider selected, and the Gross Gaming Revenue generated, as specified in the Term Sheet in Schedule 4 and in the Games Package Addenda, as the case may be.
- 8.2 The Operator agrees and accepts that the Distributor has the right, at its sole discretion to revise the applicable Fees, from time to time, by giving thirty (30) days prior written notice to the Operator. In such case, the Operator shall have the option to terminate this Agreement by giving written notice to this effect to the Distributor within thirty (30) days of receiving written notification from the Distributor.
- 8.3 The Distributor shall invoice the Operator the Fees on a monthly basis. The Operator agrees to pay the invoices within fifteen (15) days of the receipt of the invoice. All payments under this Agreement are to be made in EUR.

- 8.4 Should the Operator fail to make any payment in full of any amounts due under this Agreement on their due date, then, without limiting any of the Distributor's other rights and remedies available under applicable law or this Agreement, the Distributor may immediately and without giving any notice to the Operator, suspend the rights and Services granted to the Operator and/ or terminate this Agreement , without any liability on its part. In addition, a late payment interest at the highest rate permitted by applicable law; shall be charged on all amounts due and outstanding, accruing on a daily basis from the due date until the date of actual full and complete payment, whether before or after judgment, and compounded monthly.
- 8.5 The Distributor and/or any Gaming Provider may, at any time during the License Term and for three (3) years thereafter, on reasonable notice to the Operator:
- 8.5.1 Inspect, either in person or by means of remote access, the Operator's Website, or any other online facilities on which the Licensed Software is installed, or which the Distributor reasonably believes it might be installed; in connection herewith, the Operator undertakes to ensure that the Distributor and/or the relevant Gaming Provider shall have remote access to conduct its inspections, as reasonably required by the Distributor and/or the Gaming Provider; and
- 8.5.2 Inspect and audit the Operator's books, accounting records, facilities or procedures in order to verify that the Operator's use of the Licensed Software is in accordance with this Agreement and that reports, and payments have been made in compliance with the provisions of this Agreement.
- 8.5.3 For the purposes of this Article 8.5, it is expressly agreed and understood between that any inspection and auditing rights of a given Gaming Provider shall be limited to such facilities, documents and records relating to the Licensed Games of the Gaming Provider conducting the audit or inspection.
- 8.6 Any such inspection or audit shall be at the cost of the Distributor and/or the relevant Gaming Provider. However, should the Distributor and/or a Gaming Provider thereby discover any errors, omissions or other non-compliance with the provisions of this Agreement by the Operator and detrimental to the Distributor and/or the Gaming Provider, then, without prejudice to any other rights which the Distributor and/or the Gaming Provider, through the Distributor, may have in respect of such errors, omissions or non-compliances, the Operator agrees to cover the costs of the audit or inspection and to immediately pay to the Distributor the relevant outstanding Fees plus an additional penalty of twenty-five (25%) percent of the applicable unpaid Fees for the period so audited, as pre-liquidated damages.
- 8.7 During the 12 months following the Go-Live date, the Operator shall not contract directly or through any other Third Party the Licensed Games signed in this agreement. In case of breach, the Distributor shall be entitled to continue invoicing the Operator based on the highest monthly fee during the previous 6 (six) months.. The Operator acknowledges its obligation to provide The Distributor with the data corresponding to the GGR with the new Third Party, otherwise the audit costs mentioned in 8.5 shall be assumed by the Operator. This clause shall survive the termination hereof.

9 LIABILITY AND WARRANTIES

- 9.1 The Operator will be held directly liable for any of its acts or omissions performed under and/or in breach of this Agreement, any acts or omissions by any of its Intermediaries or End-Users in breach of this Agreement.
- 9.2 The Operator is exclusively responsible for all activities, liabilities and costs relating to the Business Activity. The Operator is responsible for the day-to-day operational activities relating to the Business Activity, including but not limited to, marketing, customer support, player identification, AML and fraud screening, payment management, etc. It is understood that the Operator is solely responsible for setting up a payment solution enabling the transfer of funds and data via the Licensed Software and is thereby also solely responsible for any and all payments to End-Users.
- 9.3 Notwithstanding the generality of the above, the Operator agrees and understands that it is, in particular, responsible for any use of the Licensed Software, including without limitation:
 - 9.3.1 any costs, obligations and liabilities associated with the use and distribution of the Licensed Games to End-Users;
 - 9.3.2 any monies payable to or receivable from any End-User in respect of that End-User's utilisation of the Licensed Games;
 - 9.3.3 any fault, error or malfunction in the Licensed Software (or any part thereof) caused by or attributable to any failure or error in any hardware or software of the Operator or any Intermediary, which results in monies being paid out incorrectly to End-Users as winnings (whether the amount of winnings is incorrect, or winnings are paid when not in fact due);
 - 9.3.4 any term or condition in any agreement between the Operator and/or an Intermediary and/or an End-User inconsistent with the Agreement;
 - 9.3.5 any claim brought against the Distributor and/or the Gaming Provider by any End-User, Intermediary, Supervisory Authority or other third-party, save for where directly caused by the Distributor's breach of the Agreement.
- 9.4 The Operator agrees to defend, hold harmless, and indemnify the Distributor from and against all claims, costs, damages and liabilities, including any payment due to the End-Users and/or Intermediaries, arising from the performance or related to a breach of this Agreement.
- 9.5 The Operator further acknowledges and agrees that:
 - 9.5.1 The Distributor does not warrant that the Licensed Software will be uninterrupted or error-free or will be protected against viruses or any network intrusion or security breach;
 - 9.5.2 The Licensed Software is provided on an "AS IS" basis, without any warranty of any kind including, without limitation, any implied warranty of merchantability or fitness for a particular purpose or any warranty of any results of use, quality, effectiveness, completeness and/or accuracy;

- 9.5.3 Notwithstanding anything to the contrary in this Agreement, the Distributor will not be liable for any defect to the extent it results from any of the following:
 - 9.5.3.1 Use of the Licensed Software otherwise than in accordance with the Agreement, instructions, and/or any contractual restrictions;
 - 9.5.3.2 Modification, customisation, implementation, installation, alteration or enhancement of the Licensed Software not explicitly authorised in writing and in advance by the Distributor;
 - 9.5.3.3 Failure of electric power or environmental control systems;
 - 9.5.3.4 Failure of hardware or software not supplied by the Distributor
- 9.6 The Distributor will bear no liability to the extent the failures are caused or contributed to by the other Party's breach or failure to comply with the Agreement.
- 9.7 The Operator understands that the Licensed Software is subject to third-party licensing from the Gaming Providers. Any and all representations or warranties relating to intellectual property right infringements and/or errors or malfunctions in the Licensed Software are subject to the Distributor's agreements with the relevant Gaming Providers. The Distributor shall pass through to the Operator any and all warranties it receives from the Gaming Providers in relation to the Licensed Games. Notwithstanding the foregoing, the Operator acknowledges and agrees that it has no right of action against any Gaming Provider and any action it may wish to bring in relation to the Licensed Games shall be through the Distributor as its contracting counterparty.
- 9.8 The Operator shall co-operate with the Distributor and the Gaming Providers in all matters relating to the Licensed Software and provide all reasonably required data and access (including where required for a Gaming Provider to fulfil its legal and regulatory obligations).
- 9.9 The Distributor warrants that:
 - 9.9.1 It is the proprietor of all rights, licenses, authorisations, and permits to license, market, promote, advertise, use and offer the Licensed Software worldwide, except for the Restricted Jurisdictions;
 - 9.9.2 It has the right to license the Licensed Software to the Operator in accordance with this Agreement;
 - 9.9.3 To the Distributor's best knowledge, the Licensed Software does not infringe the copyright or trademark of any third-party;
 - 9.9.4 If a claim is being made against the Operator that the intellectual property rights in relation to the Licensed Software have been breached, provided that the Operator promptly notified the Distributor in writing of such claim and collaborated with the Distributor throughout the process, the Distributor – at its sole option and expense – shall:
 - 9.9.4.1 Use its best efforts to procure for the Operator the right to continue using the Licensed Software;
 - 9.9.4.2 Request the relevant Gaming Providers to modify the Licensed Software so that it becomes non-infringing; or

9.9.4.3 Use its best efforts to procure a replacement product that has substantially the same functionality.

- 9.10 In the event of any breach of the Distributor's obligations under this Agreement (whether by reason of defects or otherwise) the Operator's sole remedy and the Distributor's only obligation and liability to the Operator will be for the Distributor to replace or repair, or, as the case may be, request the Gaming Provider to replace or repair, the Licensed Games in question.
- 9.11 Save as set out in this Agreement, all other warranties, conditions, and other terms whether express or implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement by the Distributor towards the Operator, End-Users, Intermediaries and/or any other person claiming through or on behalf of the Operator.
- 9.12 The warranties provided by the Distributor as set forth in this Article 9 are the sole and exclusive warranties pertaining to the Licensed Software and rights licensed hereunder and no other warranties, express or implied, are granted by the Distributor.

10 LIMITATION OF LIABILITY

- 10.1 The Distributor will not, in any circumstances, bear any liability whatsoever for any indirect losses which may be suffered by the Operator (or any person claiming under or through such other party), whether the same arise in contract, tort (including negligence) or otherwise howsoever, which fall within any of the following categories:
 - 10.1.1 Loss of profits;
 - 10.1.2 Loss of anticipated savings;
 - 10.1.3 Loss of business opportunity;
 - 10.1.4 Loss of use;
 - 10.1.5 Loss of goodwill or any reputational damage;
 - 10.1.6 Loss or corruption of data; or
 - 10.1.7 Any special, indirect or consequential loss, even if such Party was aware of the circumstances in which such special, indirect or consequential loss could arise.
- 10.2 Subject to this Article 10 the total aggregate liability of the Distributor, whether in contract, tort (including negligence) or otherwise and whether in connection with this Agreement or for any related cause, will be limited to the actual damage incurred by the Operator and will in no circumstances exceed a sum equal to the total Fees the Distributor received from the Operator in the six (6) months preceding the date on which the claim arose, or the total amount of fifty thousand euros (50,000 EUR), whichever is less.
- 10.3 The exclusions in this Article 11 will apply to the fullest extent permissible at law, but nothing in this Agreement shall exclude liability for:
 - 10.3.1 Death or personal injury caused by a Party's own negligence or that of its officers, employees, contractors, Intermediaries, End-Users or agents;

- 10.3.2 A Party's fraud or fraudulent misinterpretation;
- 10.3.3 The Operator's liability towards the Distributor arising out of or in connection with a breach of its regulatory compliance obligations, including, without limitation a breach of its obligations under Articles 6.1, 6.2, 7 and 13; or
- 10.3.4 Any other liability which may not be excluded by law.

11 TERM AND TERMINATION

- 11.1 This Agreement enters into force for an initial period of two (2) years and shall renew automatically unless terminated by the parties by providing ninety (90) days written notice after the initial period or in terms hereof as per the below clauses.
- 11.2 Without prejudice to any other rights or remedies available under this Agreement or under applicable law, the Parties have the right, at any time, to terminate this Agreement by written notice to the other Party and without further formality upon:
 - 11.2.1 A breach by any Party in the performance of the provisions of this Agreement, provided such breach is not cured within thirty (30) calendar days following receipt by the defaulting Party of a written notice from the non-defaulting Party to remedy such breach;
 - 11.2.2 The insolvency of any Party;
 - 11.2.3 The execution of an assignment by any Party for the benefit of its creditors;
 - 11.2.4 The dissolution, winding up or cessation of business, receivership, bankruptcy or similar proceedings in relation to a Party.
- 11.3 The Distributor may immediately terminate this Agreement, in full or in part upon, giving written notice to the Operator, if:
 - 11.3.1 The Operator, Intermediary or any End-User uses, or attempts to use, the Licensed Software in any manner or form that is illegal, or that it is reasonably likely, in the sole opinion of the Distributor, to bring the Licensed Software or Gaming Providers into disrepute, or have a material adverse effect on the goodwill of the Distributor and/or the Gaming Providers;
 - 11.3.2 In the event the Operator fails to pay any of the Fees when due after issuance of a written reminder by the Distributor to the Operator at least seven (7) days prior to the termination being effective.
 - 11.3.3 Any license agreement relating to the Licensed Software entered into with a third-party licensor, including Gaming Providers, terminates for any reason whatsoever.
- 11.4 In the event of termination of this Agreement for any reason, neither Party shall be released from the obligation to make payment of any amounts accrued up to the date of expiry or effective date of termination.
- 11.5 Upon termination for any reason, the Distributor will terminate access to the Licensed Software on the Website(s) and the Operator will, within three (3) days of such expiration or termination, remove and cease any and all use of the Licensed Software. The Operator must promptly return to the Distributor all of the documentation of the Licensed Software and all intellectual property rights

licensed, supplied or delivered by the Distributor to the Operator pursuant to this Agreement and all copies of the whole or any part of the Licensed Software, must be returned, or if requested by the Distributor, destroyed.

- 11.6 The provisions of Schedule 3, Article 10 and shall survive the termination of the Agreement.

12 INTELLECTUAL PROPERTY RIGHTS

- 12.1 The Operator or any of its Intermediaries or End-Users will have no intellectual property rights in the Licensed Software.
- 12.2 This Agreement will not operate as an assignment to either Party of any copyright, database right, registered design, trademark or other proprietary right (intellectual property right or otherwise) belonging to the other Party and each Party will retain the ownership of or other interest in any such copyright, registered design, trademark or other proprietary or intellectual property right to which that Party may be entitled.
- 12.3 Neither Party will use the trademark, marks and logos of the other Party except as expressly provided herein or in any manner likely to negate, impair or dilute any of the rights of the other Party, nor use the trademark, marks or logos in any manner likely to affect the validity or distinctiveness of such marks.
- 12.4 The Operator shall promptly bring to the attention of the Distributor any information it shall have regarding the improper or wrongful use of the Licensed Software, or the Distributor's and/or Gaming Provider's name, logo or other intellectual property rights, or any information which is or may be material in relation to the support of the Licensed Software. The Operator will use reasonable endeavours to prevent any infringement of the intellectual property rights in the Licensed Software.
- 12.5 The Operator will further take all such steps as the Distributor may reasonably require assisting the Distributor and/or the Gaming Provider in maintaining the validity and enforceability of their respective intellectual property rights.
- 12.6 The operator understands and accepts that any use or disclosure of the Licensed Software, or of its algorithms, protocols or interfaces, other than in strict accordance with this Agreement, shall be a violation of the Distributor's, Gaming Provider's or other third-parties', as the case may be, copyright, patent, trade secret or other rights and may be subject to civil and/or criminal action in multiple jurisdictions.

13 GENERAL

- 13.1 All notices to be given by either Party under this Agreement are made in writing and sent to the following addresses:
- 13.1.1 Address here: Abraham de Veerstraat 9, Willemstad, 0000 CW
- 13.2 Neither Party will be liable to the other in respect of anything which, apart from this provision, may constitute a breach of this Agreement arising by reason of force majeure, namely circumstances beyond the control of either Party which shall include (without limitation) acts of God, perils of the sea or air, fire, flood,

drought, explosion, sabotage, accident, embargo, riot, civil commotion or civil authority, including acts of local government and parliamentary authority.

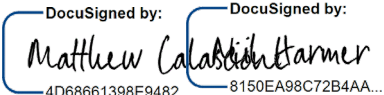
- 13.3 The Operator may not assign this Agreement, by operation of law or otherwise. The Distributor may assign or sub-contract this Agreement by notice in writing to the Operator.
- 13.4 Nothing contained in this Agreement, nor any action taken by any Party to this Agreement, can be deemed to constitute either Party, or any of such Party's employees, agents, or representatives, an employee, or legal representative of the other Party, nor create any partnership, joint venture, or association among or between the Parties, nor confer on either Party any express or implied right, power or authority to enter into any agreement or commitment on behalf of, nor impose any obligation upon, the other Party.
- 13.5 Whenever possible, each provision of this Agreement must be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, such provision will be ineffective only to the extent of such invalidity, or unenforceability, without invalidating the remainder of this Agreement.
- 13.6 No waiver will be implied from conduct or failure to enforce any rights. Waivers must be given in writing to be effective.
- 13.7 The Agreement shall be governed and construed in accordance with the laws of Isle of Man and both Parties warrant to comply with the laws of Isle of Man. Any dispute, controversy or claim deriving from or in conjunction with this Agreement, or a breach, termination or invalidity thereof, shall be exclusively settled by the courts of Isle of Man.
- 13.8 Amendments to this Agreement must be agreed in writing and signed by both Parties.

The Agreement and all of its five Schedules has been executed in two (2) original counterparts of which each of the Parties has received one.

Signed for and on behalf of

THE DISTRIBUTOR

iGaming Deck Limited

Signature:  DocuSigned by: Matthew Calascione/Neil Harmer
4D68661398E9482... 8150EA98C72B4AA...

Name: Matthew Calascione/ Neil Harmer

Title: Directors

Date: 14/03/2024

Signed for and on behalf of

THE OPERATOR

DMG Solutions B.V.

Signature: 

Name: Gianluca Pugliese

Title: UBO

Date: 14/03/2024

SCHEDULE 1 AUTHORISED WEBSITES

For the purposes of the Agreement, the following online gaming Website(s) managed by the Operator have been approved by the Distributor for the use of the Licensed Software. The list below may be amended by the Parties from time to time.

<https://www.heycasino.com/en/casino>

<https://www.moicasino.com/en/casino>

<https://www.yaacasino.com/en/casino>

<https://www.lyracasino.com/en/casino>

<https://www.happyspins.com/en/casino>

<https://www.quickslot.com/en/casino>

<https://www.slotparadise.com/en/casino>

<https://www.prontobet.com/en/casino>

<https://www.reddice.com/en/casino>

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

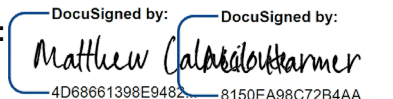
<https://www.cryptowilds.io>

<https://www.punterz.com>

<https://www.trivelabet.com>

Signed for and on behalf of
THE DISTRIBUTOR.

iGaming Deck Limited

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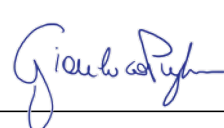
Name: Matthew Calascione/ Neil Harmer

Title: Directors

Date: 14/03/2024

Signed for and on behalf of
THE OPERATOR

DMG Solutions B.V.

Signature: 

Name: Gianluca Pugliese

Title: UBO

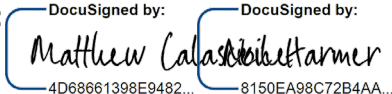
Date: 14/03/2024

SCHEDULE 2 MARKETING REQUIREMENTS

- 1 The Operator agrees to comply with any and all marketing terms and conditions specifically related to the brands and intellectual property appertaining to the gaming providers with whom the Distributor has a relationship marketing requirements imposed by the specific Gaming Providers and passed on separately by the Distributor to the Operator from time to time, as required by the relevant Gaming Provider.
- 2 The Operator agrees not to make any announcements or press releases with regard to this Agreement or the Operator's relationship with the Distributor and/or any Gaming Provider without the prior written consent of the Distributor.
- 3 Violation of this provision by the Operator will constitute grounds for immediate termination of this Agreement by the Distributor without notice, without liability on its part and without prejudice to any of its other rights arising in terms of this Agreement and at law.
- 4 The Operator will use its best efforts to proactively market the Licensed Games through the Website and any additional relevant media.
- 5 Marketing will start no later than 3 days after the Go-Live Date and continue regularly until termination of the Agreement.
- 6 Additional marketing requirements may be set out in the Games Package Addenda.
- 7 The Operator warrants, represents and undertakes to the Distributor that any promotions or advertisements offered by it as part of, or in connection with, the Licensed Software comply with all applicable law, codes of practice and regulations including any regulation or code of practice relating to advertising.

Signed for and on behalf of
THE DISTRIBUTOR

iGaming Deck Limited

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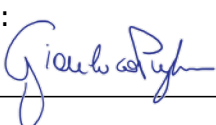
Name: Matthew Calascione/ Neil Harmer

Title: Directors

Date: 14/03/2024

Signed for and on behalf of
THE OPERATOR

DMG Solutions B.V.

Signature: 

Name: Gianluca Pugliese

Title: UBO

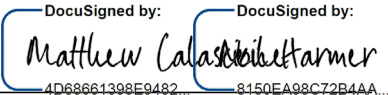
Date: 14/03/2024

SCHEDULE 3 CONFIDENTIALITY

- 1 For the purposes of the Agreement, "Confidential Information" means any information which is confidential by nature including but not limited to:
 - 1.1 Any and all information concerning the Parties, their technology and their related End-Users/licensors/Intermediaries and/or other services providers, including but not limited to any information such as trade secrets, correspondences, notes, reports and data relating to their business, their strategic and business planning, information regarding their current or future products or services, information regarding the Parties contracts with third-parties;
 - 1.2 All drawings, formulae, specifications, books, software, manuals, daily reports, minutes of meetings, journals and accounts, business, trade and manufacturing secrets, oral or written data, whether concerning the business, methods, processes, techniques, products or equipment of the Parties or related Players, licensors, Intermediaries or other services providers, their parent company, subsidiaries, branch offices.
- 2 The Parties acknowledge that in the course of carrying out, performing and fulfilling their obligations under the Agreement, they will have access to, will create and will be entrusted with Confidential Information the disclosure of any of which to competitors of the Parties or any third-party or to the general public, would be highly detrimental to the interests of the Parties and/or and their related End-Users/ licensors /Intermediaries and other services providers.
- 3 Except for any prior specific authorisation by the other Party, the Parties undertake to keep strictly confidential all Confidential Information and not to divulge to any person or entity or to use for their own purposes all or part of the Confidential Information, both for the duration of this Agreement and afterwards for a period of five (5) years, except as may be required in the course of carrying out their duties under this Agreement, or as required by order of a court having competent Jurisdiction, or of a competent Authority.
- 4 Confidential Information shall only be kept at the Parties' offices or in computers of the Parties. The Parties shall take all reasonable measures to ensure the confidentiality and security of the Confidential Information, especially where such Confidential Information is located in systems of the Distributor.
- 5 The Parties further agree to restrict the disclosure of Confidential Information solely to those of their employees, consultants or Intermediaries with a need to know, and will advise in writing those of their employees, consultants or Intermediaries to whom the Confidential Information is disclosed of their obligations under this Agreement with respect to the Confidential Information. The Parties shall be responsible and liable for any breach of confidentiality.
- 6 The provisions of Schedule 3 shall not apply to any information which:
 - 6.1 Was in the public domain prior to the date of coming into force of the Agreement or entered the public domain after that date through no wrongful act or default of the receiving Party;
 - 6.2 Becomes publicly known by publication or otherwise ceases to be secret or confidential through no act or omission of the receiving Party;

- 6.3 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;
 - 6.4 Is acquired without a confidentiality undertaking by either Party from a third-party who was not under an obligation to the disclosing Party not to disclose such information;
 - 6.5 Has been approved for release by prior written authorization of the disclosing Party;
 - 6.6 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, Supervisory Authority or other governmental body, the receiving Party will give the disclosing Party a written notice of such order or requirement and in any event such notice will be prior to the disclosure of such information;
 - 6.7 The receiving Party can demonstrate in writing that it was developed by the receiving Party completely independently of, and without use or reference to, the information disclosed by the disclosing Party.
- 7 The Parties agree to return all Confidential Information made available hereunder, including copies thereof, to the disclosing Party or to destroy all Confidential Information at the termination of the Agreement for any reason whatsoever or upon reasonably justified written request of the disclosing Party.

Signed for and on behalf of
THE DISTRIBUTOR.
iGaming Deck Limited

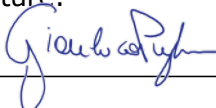
Signature: 4D68661398E9482...

Name: Matthew Calascione/ Neil Harmer

Title: Directors

Date: 14/03/2024

Signed for and on behalf of
THE OPERATOR
DMG Solutions B.V.

Signature: 

Name: Gianluca Pugliese

Title: UBO

Date: 14/03/2024

Schedule 4 LICENSED GAMES TERM SHEET, PER GAMING PROVIDER

1 Definitions and interpretation

1.1 For the purposes of this Schedule 4, the following abbreviations shall have the following meaning:

1.1.1 **"BA"** shall refer to the Bonus Allowance, as defined in the Agreement. In relation to the Licensed Games from Gaming Providers offering the right to deduct a bonus usage, it is understood between the Parties that the Operator, shall be allowed to deduct such amount of actual bonuses, complimentary offers, manual adjustments, free bets, promotional cash offers and any other credits defined as permitted bonus usage under each of the terms imposed by the relevant Gaming Providers and actually granted by the Operator to End-Users, limited to a maximum of the Bonus Allowance cap, expressed as a percentage of the Gross Gaming Revenue in the table below.

1.1.2 **"GGR"** shall refer to the Gross Gaming Revenue, as defined in the Agreement.

1.1.3 The **"Fees"** shall be calculated as a percentage (rate) of GGR, amounting to the Fees to be paid monthly by the Operator to the Distributor for the use of the corresponding Games Package, the Licensed Software and services are based on a fixed percentage of the Operator's Gross Gaming Revenues per calendar month generated out of the use of the corresponding Games Package on the Websites, as specified in the table below. In the event that the calculation of Gross Gaming Revenues for any Licensed Game (whether standard or branded) is a negative number, the revenue share attributed to each such aforementioned revenue will be zero. For the avoidance of doubt, it is clarified that the negative amounts will not be carried forward to the revenue calculation in the following month or set off against any other Fee.

1.1.4 **"MMF"** shall refer to the Minimum Monthly Fees in relation to the applicable Games Package. It is agreed between the Parties that where the total amount of Gross Gaming Revenues in relation to a specific Games Package in a given month is lower than the Minimum Monthly Fees, the Operator shall pay to The Distributor the Minimum Monthly Fees detailed in the table below as a consideration for the use of the corresponding Games Package in that month;

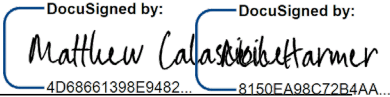
1.1.5 **"SF"** shall designate the set-up fee for the initial set-up of the Games Package from the corresponding Gaming Provider;

Game Provider	% of GGR
4ThePlayer	10%
5 Men Games	8%
Amatic	11%
Amigo Gaming	10%
Arcadem	9%
Asia Gaming	11%
Atomic Slot Lab	9%
Avatar UX	8%
Betconstruct slots	10%
Betgames TV	12%
Betixon	10%
Betsoft	8%
Betsolutions	11%
BF Games	10%
Big Time Gaming Basic	11%
Big Time Gaming Branded	13%
Bluberi	9%
Blu Guru Games	10%
Blueprint	12%
Booming Games	11%
Caleta Gaming	8%
Candlebets	9%
Casimi	8%
CT Gaming	9%
Dragon Gaming	7%
eBet	9%
Elbet	8%
EGT/Amusnet	14%
Electric Elephant	10%
ELK Studios	13%
Endorphina	12%
EsaGaming	10%
Espresso	9%
Evolution LIVE	12%
Evoplay	7%
Expanse	8%
Fantasma	10%
Fazi	9%
Felix Gaming	8%
Felt Table Games	10%
FriendsPlay	9%
Four Leaf Gaming	10%
Fugaso	10%
Fazi	9%
G Games	9%
Galaxsys	9%
GameArt Branded	11%

Game Provider	% of GGR
GameArt Premium	13%
GameArt Standard	8%
Games Global - 2 by 2	10%
Games Global - Foxium	10%
Games Global - JFTW	10%
Games Global - Rabcat	10%
Games Global Basic	10%
Games Global Branded	13%
Gaming Corps	9.5%
Gamomat branded	15%
Gamomat normal	13%
Gamzix	8%
Givme	9%
Golden Hero	9%
Golden Race	12%
Habanero	9%
Hacksaw Slots	9%
Hollywood TV	10%
iMoon	6%
iSoftBet Basic	10%
iSoftBet Branded	13%
Jade Rabbbit	10%
Kalamba	10%
Kiron	12%
Leap slots	9%
Leap virtuals	14%
LiveG24	12%
Mancala	9%
Mascot Gaming	7%
Maxwin	10%
Merkur branded	15%
Merkur normal	13%
Mr Slotty	7%
Nemesis	9%
Netent Basic	11%
Netent Branded	13%
Netent Table Games	7%
No Limit City	10%
nSoft	10%
nSoft casino games	9%
OnAir - Games Global	12%
One Touch	10%
OneGame	8%
Parlaybay	12%
Peter & Sons	8%
PG Soft	8%
Platipus	9%

Game Provider	% of GGR
Play N GO	10%
Play Pearls	10%
Playson Basic	9.5%
Playson Branded	12%
Popok Gaming	10%
Pragmatic Branded Games	12%
Pragmatic LIVE	11%
Pragmatic LIVE Branded	17%
Pragmatic Scratch Card	8%
Pragmatic Scratch Card Branded	11%
Pragmatic Slots	9%
Pragmatic Table Games	8%
Pragmatic Table Games Branded	11%
Print Studios	10%
Push Gaming	12%
Quickspin	11%
Red Tiger Basic	10%
Red Tiger Branded	12%
Red Tiger Table	7%
RedRake	10%
Reevo normal	10%
Relax Gaming	10%
Relax Table Gaming	11%
Salsa Technology	
Silverback	
Skywind Basic	11%
Skywind Branded	14%
Slotmil	9%
SpadeGaming	8%
Spinmatic	10%
Spinomenal	10%
Spribe	8%
Storm Gaming	10%
Swintt branded	13%
Swintt Normal	11%
Thunderkick	9%
Trigger Button	10%
TVBet	9%
Twain Sport	12%
Up Gaming	10%
Vibra Gaming	9%
Vibra Gaming Premium	11%
Yggdrasil slots	11%
Winfast - Oryx	9%
Wizard / Pariplay	10%
Wizard Branded / Pariplay	14%

Signed for and on behalf of
THE DISTRIBUTOR
iGaming Deck Limited

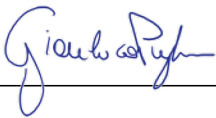
Signature: 
4D68661398E9482... 8150FA98C72B4AA...

Name: Matthew Calascione/ Neil Harmer

Title: Directors

Date: 14/03/2024

Signed for and on behalf of
THE OPERATOR
DMG Solutions B.V.

Signature: 

Name: Gianluca Pugliese

Title: UBO

Date: 14/03/2024

SCHEDULE 5 JURISDICTION SPECIFIC LIMITATIONS

United States of America.

All jurisdictions listed included in the Financial Action Task Force ("FATF") black list,

Any jurisdiction wherein online gambling is prohibited.

Any jurisdiction where local gambling licences exist, and Operator is not in possession of relevant local license or authorisation.

Any territory to which the supply of Licensed Software is specifically prohibited by Gaming Providers.

LIST OF RESTRICTED TERRITORIES OF GAMING PROVIDERS –

Avatar UX

Afghanistan – Alderney – America Samoa – Angola – Aruba – Belgium – Bosnia and Herzegovina – Bulgaria – Colombia – Croatia – Cuba – Curacao – Czech Republic – Korea (DPRK) – Denmark – Dutch Caribbean – Estonia – Ethiopia – France – Germany – Hungary – Iraq – Israel – Italy – Lao's – PDR – Latvia – Lithuania – Philippines – Portugal – Romania – Russia – Singapore – Spain – Sweden – Syria – Turkey – Uganda – United Kingdom – USA – Vanuatu – Yemen.

BTI

Restricted

Afghanistan – Angola – Australia – Bulgaria – Estonia – France – Guernsey – Hong Kong – Hungary – Iran – Israel – Italy – Lebanon – North Korea – Philippines – Russia – Singapore – Syria – Taiwan – Ukraine – USA – Yemen.

Needs Licence Belgium – Czech Republic – Portugal – Romania – Spain – United Kingdom

Evolution

-All Casino Games

Afghanistan – Albania – Algeria – Angola – Australia – Bahamas – Botswana – Ecuador – Ethiopia – France – Ghana – Guyana – Hong Kong – Iran – Iraq – Israel – Kuwait – Namibia – Nicaragua – North Korea – Pakistan – Panama – Philippines – Singapore – Sudan – Syria – Taiwan – Trinidad and Tobago – Tunisia – Turkey – Uganda – USA – Yemen – Zimbabwe.

-Fashion TV Video Slot

Cuba – Jordan – Saudi Arabia

-Narcos Video Slot Korea (DPRK) – Indonesia.

-Street Fighter Video Slot Anguilla – Antigua & Barbuda – Argentina – Aruba – Barbados – BVI – Bermuda – Belize – Bolivia – Bonaire, Saint Eustatius and Saba – Brazil – Canada – China – Cayman Island – Clipperton Island – Chile – Colombia – Costa Rica – Cuba – Curacao – Dominica – Dominican Republic – El Salvador – Greenland – Grenada – Guadeloupe –

Guatemala – Haiti – Honduras – Jamaica – Japan – Martinique – Montserrat – Mexico – Navassa Island – Paraguay – Peru – Puerto Rico – Saint Barthelemy – Saint Kitts and Nevis – Saint Lucia – Saint Martin – Saint Pierre and Miquelon – Saint Vincent and the Grenadines – Saint Eustatius – Saint Maarten – Suriname – Turks and Caicos Islands – Saba – U.S. Virgin Islands – Uruguay – Venezuela.

-Vikings Video Slot

Azerbaijan – Cambodia – Canada – China – India – Indonesia – Korea (DPRK) – Lao's PDR – Malaysia – Myanmar – Papua New Guinea – Qatar – Russia – Thailand – Ukraine.

-Monopoly Live

Austria

-Monopoly Live (excluding Schleswig-Holstein) Germany

Hacksaw

Australia – China – Cuba – Iran – Libya – North Korea – Sudan – Syria – USA – Zimbabwe.

No Limit City

Afghanistan – Bolivia – Burundi – Congo – Cuba – Iran – Iraq – Lebanon – Libya – Myanmar – Nicaragua – North Korea – Somalia – South Sudan – Sudan – USA – Yemen – Zimbabwe.

Parlay Bay

Algeria – America Samoa – Angola – Bahamas – Bangladesh – Botswana – Burma – Congo – Cote d'Ivoire – Cuba – Egypt – Eritrea – Ethiopia – Fiji – Ghana – Guam – Guyana – Haiti – Holy See (Vatican) – Hong Kong – Iran – Iraq – Jordan – Kazakhstan – Kenya – Kuwait – Kyrgyzstan – Lao's PDR – Lebanon – Liberia – Libya – Marianas Islands – Mozambique – Myanmar – Nigeria – North Korea – Pakistan – Palestinian Territory – Panama – Papua New Guinea – Puerto Rico – Qatar – Reunion – Rwanda – Samoa – Saudi Arabia – Senegal – Singapore – Sri Lanka – Somalia – Sudan Syria – Tanzania – Trinidad and Tobago – Tunisia – U.S. Minor Outlying Islands – U.S. Virgin Islands – Uganda – United Arab Emirates – USA – Vanuatu – Venezuela – Yemen – Zimbabwe.

Peter & Sons

Afghanistan – Iran – North Korea – Sao Tome and Principe – Syria.

Pragmatic

Restricted

Bahamas – Bulgaria – Denmark – Gibraltar – Great Britain – Italy – Lithuania – Portugal – Romania – Serbia – South Africa – Spain – Sweden – Ukraine.

Blocked (All Games)

Australia – France – Iran – Israel – North Korea – Philippines – Singapore – Taiwan – USA.

Blocked (Peakyl Blinders)

Belgium – Hong Kong – Sudan – Syria – Turkey – United Kingdom.

Relax Gaming

Restricted

Afghanistan – Algeria - Antigua & Barbuda - Australia – China - Cuba – Guyana - Hong Kong - Iran – Iraq - Israel – Kuwait - Libya – Myanmar - North Korea – Pakistan - Paraguay – Panama - Papua - New Guinea – Philippines - Singapore – Sudan - Syria – Taiwan - Yemen – Zimbabwe.

Needs Licence

Armenia – Belgium - Colombia – Denmark - Estonia – France - Georgia – Germany - Italy – Latvia – Lithuania - Mexico – Netherlands - Romania - Serbia – Spain - Sweden - United Kingdom - USA

Quickspin

Restricted

Afghanistan – Angola - Australia – Azerbaijan - Bahamas – Bangladesh - Belarus – Benin - Botswana - Burkina Faso - Burundi – Cambodia - Cameroon - Cape verde - Central African Republic - Chad – Congo - Cote d'Ivoire - Cuba – Cyprus - Korea (DPRK) - Equatorial Guinea - Eritrea - Ethiopia - Gambia – Ghana - Guinea - Guinea Bissau - Haiti - Hong Kong - Iran – Iraq - Ireland – Israel - Jamaica – Kazakhstan - Kenya – Lebanon – Liberia - Libya – Macau – Madagascar - Maldives – Mali – Mauritania - Mauritius – Mongolia - Mozambique - Myanmar - Nicaragua – Nigeria - Pakistan – Philippines - Poland - Russia - Senegal - Sao Tome and Principe - Sierra Leone - Singapore - Sri Lanka - Somalia - South Sudan - Sudan – Syria - Tajikistan – Togo - Trinidad and Tobago - Tunisia - Turkey – Uganda – Ukraine – USA - Uzbekistan – Vanuatu - Venezuela – Vietnam - Yemen – Zimbabwe.

Needs Licence

Alderney – Argentina - Armenia – Belgium - Bulgaria – Canada - Colombia - Czech Republic - Denmark – Estonia - France – Georgia - Germany – Gibraltar - Greece – Italy - Latvia – Lithuania - Malta – Mexico – Montenegro - Netherlands – Panama - Portugal - Romania - Serbia - South Africa - Spain – Slovenia - Slovakia – Sweden - Switzerland - United Kingdom.

Playson

Afghanistan – Australia - Belgium – Bulgaria - Crimea – Croatia - Cuba - Czech Republic - Denmark – Georgia – Germany - Greece - Guinea Bissau - Haiti – Iran - Iraq – Israel - Italy – Jamaica – Lebanon - Libya – Malta - Myanmar – Netherlands - Nicaragua - North Korea - Pakistan – Panama - Philippines – Portugal - Romania - Sao Tome and Principe - Serbia – Somalia - South Sudan – Spain - Sudan – Sweden - Switzerland – Syria - Turkey - United Kingdom - USA – Venezuela - Yemen – Zimbabwe.

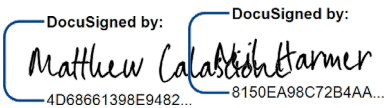
iMoon

Curacao – France – Netherlands - Singapore - South Africa - Saba – Statia - St Maarten – USA.

And any other territories notified in writing by email by Licensor to the Licensee from time to time.

- 1 Notwithstanding anything to the contrary in the Agreement, the list above is purely indicative, and its completeness, accuracy and currency are by no means warranted. The list is subject to changes by the Distributor without any prior notice. The Operator expressly agrees and understands that gaming regulations are evolutive and that it is the Operator's sole responsibility to keep up to date with regards to any changes to the any laws or regulations applicable to the Business Activity.
- 2 It is further understood that the jurisdiction specific limitations in this Schedule 5 shall be combined to any Restricted Territories requirements contained in the relevant Games Package Addenda (where applicable) and any other jurisdiction specific limitations imposed by the Gaming Providers and communicated separately by the Distributor to the Operator from time to time as required by the relevant Gaming Provider.

Signed for and on behalf of
THE DISTRIBUTOR
iGaming Deck Limited

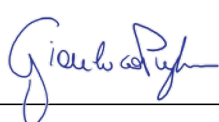
Signature: 4D68661398E9482...

Name: Matthew Calascione/ Neil Harmer

Title: Directors

Date: 14/03/2024

Signed for and on behalf of
THE OPERATOR
DMG Solutions B.V.

Signature: 

Name: Gianluca Pugliese

Title: UBO

Date: 14/03/2024

SCHEDULE 6 SERVICE LEVELS

Service Levels

1 General

1.1 In addition and without any prejudice to the provisions of Article 4 of the Agreement, this Schedule 6 ("SLA") governs the service levels and performance of the Licensed Software that is made available by Distributor to the Operator. The Licensed Software consists of the Gaming Gateway developed by Distributor (or any entity related to Distributor) and the Licensed Games, developed by the respective Gaming Providers and licensed to Distributor for further sub-licensing to the Operator, as contemplated in this Agreement.

1.2 The support services under this SLA are provided by Distributor. Support services in relation to the Licensed Games are subject to the support services offered by the respective Gaming Providers and passed on by Distributor to the Operator. Distributor hereby represents and warrants to the Operator that it shall not cause any unnecessary delay in passing on any and all support services it itself receives from the relevant Gaming Provider.

2 Response times

2.1 Distributor shall use its reasonable commercial efforts to provide customer service and support to the Operator in relation to the Licensed Software, by addressing any issue reported by the Operator in accordance with the reporting system (submission of a JIRA ticket), the applicable severity levels and response times as foreseen in the table below.

2.2 Distributor shall categorise all issues in the first instance. In circumstances where the Operator disagrees with the specific categorisation of an issue, the categorisation shall be discussed as quickly as is reasonably possible between the Parties and escalated thereafter to senior management should said discussion not resolve the disparity of opinion.

Severit y Level	Severity Description	Characteristics	Response Time	Contact
Level 1	Critical business impact: - Critical issue occurring on production system preventing business operations. - A large number of users are prevented from working with no workaround.	1. System hangs or crashes 2. Critical functionality not available 3. Data loss or data corruption 4. Large number of players can't use the games 5. Impact is escalating quickly	4 hr Subsequent updates: 2hr	

Severity Level	Severity Description	Characteristics	Response Time	Contact
Level 2	Major business impact: - Major issue occurring on production system severely impacting business. - A large number of users are impacted by issue but they are still able to work in a limited capacity.	1. Significant performance degradation 2. Important functionality not available 3. Small number of users blocked from work 4. Impact is escalating	Monday – Friday within 8 hrs Subsequent updates: 2hr	
Level 3	Medium business impact: - Issue causing a partial or non-critical loss of functionality on production system. - A small number of users are affected.	1. Some system functions not available 2. Minor performance degradation 3. Small number of users impacted 4. Impact is not escalating	Monday – Friday within 16 hrs Subsequent updates: 8hr	
Level 4	Low business impact: Issue occurring on non-production system or question, comment, feature request, documentation issue or other non-impacting issue.	1. Incorrect product behavior without impact 2. Product question or enhancement	Monday – Friday within 16 hrs Subsequent updates: 24hr	

3 Target Availability

3.1 Distributor shall use its reasonable commercial efforts to ensure that the Licensed Software will be available 24 hours a day every day of the year with only limited, scheduled and notified interruptions. 3.2 With the exception of any scheduled interruptions, planned Maintenance and/or any other Limitations further described in Section 5.3 below, Distributor shall use its best commercial efforts to ensure that the total cumulative Downtime (defined below) in any three (3) months period, should not cause the service availability (the “**Availability**”) to fall below the following ratios:

- In relation to the Gaming Gateway and back-office: 99,0%
- In relation to the Licensed Games: 98,5% or whichever higher percentage is provided to Distributor by the respective Gaming Provider.

4 Maintenance

4.1 Planned downtime (“**Maintenance**”) is used for deploying new functionalities, bug fixes, server/hardware upgrades and other maintenance tasks in relation to the Licensed Software.

4.2 Distributor shall use commercially reasonable efforts to limit Maintenance that will affect the availability of the Licensed Games to End-Users. Maintenance shall aim to be as least disruptive as possible and, wherever possible, aim at occurring outside normal business hours (for example on week days in the mornings between 03:00 am and 8:00 am).

4.3 Maintenance outside of the above time frames will be announced by Distributor, wherever possible, at least twenty-four (24) hours in advance by e-mail notification to the Operator. In the event that emergency Maintenance is necessary, Distributor will use its best efforts to provide a prior notice to the Operator.

4.4 The Operator shall give Distributor at least forty-eight (48) hours' prior notice by email to the respective account manager or customer relations representative of patches, system upgrades and updates to the Operator's infrastructure, where such works are likely to have an impact on Distributor.

5 **Unscheduled Downtime**

5.1 Unscheduled Downtime ("**Downtime**"), occurs when Services are unavailable due to faults or emergency Maintenance that last thirty (30) minutes or more.

5.2 Downtime is only counted when the Licensed Software, or a substantial part thereof, is non-operational for a significant amount of End-Users and excludes insignificant or minor inconveniences for the End-Users.

5.3 In addition, the Licensed Software shall not be considered unavailable in any of the following circumstances, and such time shall be disregarded when calculating the Availability of the Licensed Software during any given reference period:

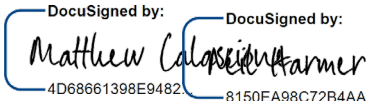
- Planned Maintenance, updates or upgrades including, without limitation, new releases;
- Emergency shutdowns necessary to protect the Licensed Software from malware, including but not limited to viruses, and any form of so called "denial of service" attacks or similar;
- Errors or failures to access the Licensed Software resulting from failures or communication problems beyond Distributor's reasonable control (including without limitation the Internet or any other public or private networks or mobile phone networks);
- any act or omission of the Operator or any of its agents, contractors, third party service providers, Intermediaries or vendors, including, but not limited to a (i) failure to provide Distributor with adequate access or information required in connection with the provision of the Licensed Software; (ii) failure to take any remedial action in relation to the provision of the Licensed Software to the Operator as recommended by Distributor, or otherwise preventing Distributor from doing so, or (iii) any other act or omission imputable to the Operator (including that of any third-party engaged by or claiming through the Operator) which causes Distributor to be unable to meet any of the service levels provisions;
- a failure of equipment or hardware not supplied by Distributor under this SLA;
- any failure by the Operator (including that of any third-party engaged by or claiming through the Operator) to use the then current version of the Licensed Software or any improper use, misuse or unauthorised alteration by an Operator (including that of any third-party engaged by or claiming through the Operator) of the Licensed Software;

- The Operator's negligence, fraud or wilful misconduct (including that of any third-party engaged by the Operator);
- Any force majeure event beyond the control of either of the Parties.

5.4 If Emergency Maintenance to the Gaming Gateway is required, Distributor shall notify the Operator as soon as reasonably practicable and provide appropriate details in order to establish the extent to which the Maintenance work will have an impact on the availability of the Licensed Games.

Signed for and on behalf of
DISTRIBUTOR

iGaming Deck Limited

Signature: 
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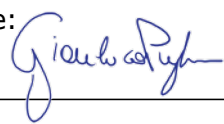
Name: Matthew Calascione/ Neil Harmer

Title: Directors

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Signed for and on behalf of
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Signature:  _____

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