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PERSONAL DATA PROCESSING AGREEMENT

This Data Processing Agreement (this “**DPA**”) is effective as from the date of the Agreement (as defined below), by and between:

PARTIES:

- (1) **EG OVERSEAS SERVICES B.V.**, a company incorporated in Curacao with company no. 135218 (“**Evolution**”); and
- (2) **GLOBONET B.V.**, a company incorporated in Curacao with company no. 146296 (the “**Operator**”).

Hereinafter individually referred to as “**Party**” and collectively referred to as the “**Parties**”.

WHEREAS

- (A) Evolution and the Operator are parties to a live casino services agreement dated 19 June 2018 (as amended and supplemented from time to time the “**Agreement**”).
- (B) Each Party may under the Agreement process Personal Data on behalf of the other Party.
- (C) The purpose of this DPA is to ensure compliance with Applicable Laws and is a requirement under Article 28.3 of GDPR (as defined below).

NOW IT IS AGREED THAT

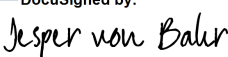
- 1.1 For the purposes of this DPA, “**Controller**”, “**Processor**”, “**Data Subject**”, “**Personal Data**” and “**Processing**” (and its cognate terms) shall have the meaning given to them in Article 4 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (“**GDPR**”) and the term “**Controller’s Personal Data**” shall mean any Personal Data Processed by the Processor on behalf of the Controller or any of its Affiliates pursuant to, or in connection with, the Agreement, details of which is set out in Appendix A and Annex B to this DPA.

- 1.2 For the purposes of this DPA:

“**Affiliates**” shall mean any affiliate that owns or controls, is owned or controlled by, or is or under common control or ownership with a Party, where control is defined as the possession (directly or indirectly) of the power to direct or cause the direction of the management and policies of another person, whether through the ownership of voting shares, partnership interests, representation on its board of directors or similar governing body or by contract, or otherwise.

- 1.3 Unless explicitly provided otherwise in this DPA, all defined terms herein shall have the same



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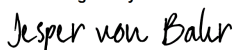
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meanings ascribed thereto in the Agreement.

- 1.4 Each Party agrees that to the extent the other Party acts as Processor on behalf of the other Party, which acts as Controller, the first Party shall:
- (a) process the Controller's Personal Data in accordance with Applicable Laws (including GDPR);
 - (b) process only Controller's Personal Data for the following purposes which shall all be deemed as documented instructions from the Controller:
 - (i) to provide the services under the Agreement (including carrying out analyses for improving such services or providing statistical analyses of such services);
 - (ii) in accordance with the purposes set out in Appendix A and B;
 - (iii) to comply with Applicable Laws (including GDPR); and/or
 - (iv) in accordance with the Controller's express written instructions from time to time;
 - (c) not appoint any sub-processor (other than, in respect of Evolution, its Affiliates and such sub-processors as set out in Appendix C) for Processing of the Controller's Personal Data without the Controller's written consent;
 - (d) if a sub-processor is engaged by the Processor in accordance with what is set out in paragraph (c) above, for carrying out specific processing activities on behalf of the Controller, the same obligations as set out in this DPA shall be imposed on that sub-processor by way of a contract or other legal act under European Union or European Union Member State law, in particular providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of GDPR;
 - (e) not transfer any of the Controller's Personal Data to any third person (other than, in relation to Evolution, to its Affiliates and such sub-processors as set out in Appendix C) outside the European Economic Area without the prior written consent of the Controller;
 - (f) not collect, process or store more Controller's Personal Data than necessary for the purposes set out in paragraph (b) above;
 - (g) provide reasonable assistance to the Controller for its compliance with relevant obligations under Applicable Laws (including GDPR) in respect of the Controller's Personal Data;
 - (h) promptly comply with any request from the Controller requiring the Processor to amend, transfer or delete any of the Controller's Personal Data (however this paragraph shall always be subject to any obligation imposed on the Processor under Applicable Laws (including GDPR));



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- (i) in the event that the Processor receives any complaint, notice or communication from a competent data protection authority which relates directly or indirectly to the Processing of the Controller's Personal Data or to either Party's compliance with Applicable Laws (including GDPR), the Processor shall promptly notify the Controller and it shall provide the Controller and such competent data protection authority (as applicable) with full co-operation and assistance in relation to any such complaint, notice or communication;
- (j) in the event that the Processor receives any complaint, notice or communication from a Data Subject which relates directly or indirectly to the Processing of the Controller's Personal Data or to either Party's compliance with Applicable Laws (including GDPR), the Processor shall promptly notify the Controller and it shall provide the Controller with full co-operation and assistance in relation to any such complaint, notice or communication;
- (k) provide reasonable assistance to the Controller with any data protection impact assessments, and prior consultations with any competent data protection authority, which the Controller reasonably considers to be required under Article 35 or 36 of GDPR, or under equivalent provisions of any other data protection law, in each case solely in relation to the Processing of the Controller's Personal Data by the Processor, taking into account the nature of the Processing and the information available to the Processor;
- (l) not disclose the Controller's Personal Data to any Data Subject or to a third party other than at the request of the Controller;
- (m) in case of any breach of security leading to the accidental or unlawful destruction, loss or alteration of the Controller's Personal Data and/or the unauthorised or unlawful disclosure of, access to, or Processing of the Controller's Personal Data, without undue delay notify the Controller of:
 - (i) the nature of the breach;
 - (ii) the categories and approximate numbers of Personal Data records and Data Subjects concerned; and
 - (iii) the likely consequences of the breach and the measures taken or proposed to be taken to address and/or mitigate the consequences of the breach.

Moreover, the Processor shall provide the Controller with all necessary assistance to allow the Controller to timely and fully comply with its notification obligations to any competent data protection authority;

- (n) maintain records of the Processing carried out in respect of the Controller's Personal Data;



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- (o) take appropriate technical and organisational measures against the unauthorised or unlawful Processing of the Controller's Personal Data, and against the accidental loss, alteration or destruction of, or damage to, the Controller's Personal Data, including implementing suitable measures as set forth in Articles 32 to 36 of GDPR;
- (p) implement and maintain such technical and organisational measures to be able to assist the Controller to timely respond to any Data Subject requests to exercise any rights of access, rectification, erasure or restriction. In addition, however always subject to Applicable Laws, when so informed by the Controller in writing, the Processor shall ensure that the Personal Data relating to a particular Data Subject is immediately and duly made accessible, rectified, erased or restricted;
- (q) test its security measures put in place to ensure the security of the Controller's Personal Data;
- (r) ensure that all individuals, parties or other entities with access to the Controller's Personal Data are bound by industry standard confidentiality obligations which include keeping the Controller's Personal Data confidential;
- (s) make available to the Controller all information necessary to demonstrate compliance with the obligations laid down in Applicable Laws (including GDPR);
- (t) notify and train staff and sub-processors (if applicable) of obligations under Applicable Laws (including GDPR) when Processing the Controller's Personal Data;
- (u) fully co-operate with and provide the Controller with any access, information and documents as reasonably requested; and
- (v) allow a, by the Controller, nominated independent, properly qualified, third party auditor to access the Processor's premises for audit of the Processor's compliance with the provisions of this Agreement during normal business hours and upon at least five (5) Business Days' prior written notice, not more than once in every twelve (12) Months unless there is a substantiated reason that needs to be disclosed to the Processor.

1.5 Each Party agrees that to the extent the other Party acts as Controller on behalf of the other Party, which then acts as Processor, it shall:

- (a) comply with Applicable Laws (including GDPR);
- (b) clearly define and limit the scope of the Processing necessary for fulfilling the purpose(s) set out in Clause 1.4(b) of this DPA in written instructions to the Processor; and
- (c) ensure that it provides the Data Subject with clear and sufficient information of the Processing as required by Applicable Laws (including GDPR).

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- 1.6 Subject to the limitations set out in the Agreement, each Party (each an “**Indemnifying Party**”) will indemnify and hold the other Party and/or, in respect of Evolution, its Affiliates (each an “**Indemnified Party**”) harmless from any liabilities, losses, damages, costs or expenses and any other liabilities (including fines, penalties and legal fees) that may arise from the Indemnifying Party breaching its obligations set out in this DPA, provided that Indemnified Party:
- (a) promptly notifies the Indemnifying Party in writing of any such infringement claim or suit;
 - (b) gives the Indemnifying Party the sole right to control and conduct the defence or to settle such infringement claim or suit;
 - (c) takes all such steps as it reasonably may to mitigate the liability associated with such infringement claim or suit; and
 - (d) provides full information and reasonable assistance to the Indemnifying Party in its defence of such infringement claim or suit.
- 1.7 Unless the Processing would be terminated early by the Controller in accordance with this Clause 1.7 and always subject to Applicable Laws, the duration of the Processing shall be equal to the duration of the Agreement. Hence, the Processing shall automatically terminate upon termination of the Agreement, for whatever reason. After termination the Processor may retain the Controller’s Personal Data to the extent required by Applicable Laws (including GDPR) and only to the extent and for such period as required by Applicable Laws and always provided that the Processor shall ensure the confidentiality of all such Controller’s Personal Data and that such Controller’s Personal Data is only Processed as necessary for the purpose(s) specified in this DPA and Applicable Laws (including GDPR) requiring its storage, and for no other purpose.
- 1.8 All communication to Evolution in any matter arising from this DPA must be done via email: dataprivacy@evolutiongaming.com.
- 1.9 This DPA will remain in full force and effect for as long as any Controller’s Personal Data is being processed under the Agreement.
- 1.10 This DPA shall be governed by and construed in accordance with the laws of Malta and the Parties submit to the exclusive jurisdiction of the courts of Malta.

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APPENDIX A – DETAILS OF PROCESSING

The Operator will act as Controller and Evolution as Processor for the following activities:

Subject matter and duration of the Processing of the Controller's Personal Data

The subject matter and duration of the Processing of the Controller's Personal Data are set out in the Agreement and this DPA.

The nature and purpose of the Processing of the Controller's Personal Data

Fulfilling obligations under the Agreement and for compliance with Applicable Laws, statutes, ordinances and regulations of those jurisdictions that apply to the activities of the Agreement.

Processing activities carried out in connection with monitoring and control related services in respect of the services provided under the Agreement, including monitoring of the Users' playing activities to identify and detect inaccuracies as well as advantage play and other fraudulent and illegal behaviour.

Processing activities carried out in connection with analyses for improving the services carried out under the Agreement or providing statistical analyses of such services.

The types of Personal Data to be Processed by Evolution on behalf of the Operator

The following information in respect of the Users:

- (a) contact information including first name, last name, e-mail address, address, screenname, (mobile) phone number;
- (b) IP address, location data, user ID, cookies, device fingerprint;
- (c) game/financial information (including IBAN number and BIC code) of a User that places a bet/plays on any Game; and
- (d) other relevant information of the Data Subject (the User) necessary for Evolution to fulfil its obligations under the Agreement.

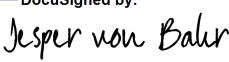
The following information in respect of the relevant employees, representatives and officers of the Controller:

- (a) contact information including first name, last name, e-mail address, address, screenname, (mobile) phone number (office and private); and
- (b) IP address, location data, user ID, cookies, password, signatures.

The categories of Data Subjects to whom the Controller's Personal Data relates

The Users.

Employees, consultants, representatives and officers of the Controller engaged in the negotiation

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and conclusion of the Agreement and/or the Operator's obligations under the Agreement.

The obligations and rights of the Controller and the Processor

As set out in the DPA and the Agreement.

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APPENDIX B – DETAILS OF PROCESSING

Evolution will act as Controller and the Operator as Processor for the following activities:

Subject matter and duration of the Processing of the Controller's Personal Data

The subject matter and duration of the Processing of the Controller's Personal Data are set out in the Agreement and this DPA.

The nature and purpose of the Processing of the Controller's Personal Data

Fulfilling obligations under the Agreement and for compliance with Applicable Laws, statutes, ordinances and regulations of those jurisdictions that apply to the activities of the Agreement.

The types of Personal Data to be Processed by the Operator on behalf of Evolution

The following information in respect of the relevant employees, representatives and officers of the Controller:

- (a) contact information including first name, last name, e-mail address, address, screen name, (mobile) phone number (office and private);
- (b) IP address, location data, user ID, cookies, password, signatures; and
- (c) in respect of Game Presenters, photographs and video streams showing the relevant game presenter, first name, last name, screen name and country of residence.

The categories of Data Subjects to whom the Controller's Personal Data relates

Employees, consultants, representatives and officers of the Controller engaged in the negotiation and conclusion of the Agreement and/or the provision of the Agreement.

The obligations and rights of the Controller and the Processor

As set out in the DPA and the Agreement.

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APPENDIX C – LIST OF AUTHORISED AFFILIATES/SUB-PROCESSORS

EG Overseas Services B.V. (Curacao)

Evo Gaming Studios RO S.R.L (Romania)

Evolution Belgium BVBA (Belgium)

Evolution Canada Gaming Limited (Canada)

Evolution Gaming Group AB (publ) (Sweden)

Evolution Gaming Limited (UK)

Evolution Gaming Malta Limited (Malta)

Evolution Georgia LLC (Georgia)

Evolution Malta Limited (Malta)

SIA Evolution Latvia Limited (Latvia)

Any future members of Evolution's Group, details of which are disclosed in the Annual Report of the Group published on www.evolutiongaming.com

Sub-processors engaged by Evolution for the provision of the services provided under the Agreement.

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This DPA has been executed on this day in two (2) identical originals of which each Party has received one (1). If the signing date for each Party differs, then the later date will prevail as the execution day.

EG OVERSEAS SERVICES B.V.

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Jesper von Bahr

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By: Jesper von Bahr

Title: Director

GLOBONET B.V.

By: *[Signature]*
Title: *G. Hammes / 11 Oct 2019*
Global Related Services B.V.
Managing Director
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