

NOLIMIT CITY SERVICES LIMITED

- AND -

PLAYDOM B.V.

**AGREEMENT FOR THE PROVISION OF GAMES &
SERVICES**

(NON-RESELLER)

This agreement for the provision of services (the “**Agreement**”) entered into by and between:

Of the first part

Nolimit City Services Limited, a company registered under the laws of the Isle of Man bearing company registration number 018118V and having its registered office situated at First Floor, Millennium House, Victoria Road, Douglas, Isle of Man, IM2 4RW (hereinafter referred to as “**Nolimit**”); and

Of the second part

PlayDOM B.V., a company registered under the laws of Curacao bearing company registration number 145097 and having its registered office at Kaya Richard J. Beaujon Z/N, P.O. Box 6248, Curacao (hereinafter referred to as the “**Licensee**”);

Nolimit and the Licensee shall be collectively referred to as the “**Parties**” and each individually as a “**Party**”.

WHEREAS

- I. Nolimit forms part of a Group of companies which are engaged in the development of software, and the licensing of interactive games for use through digital channels, including the web and on mobile;
- II. Nolimit has the legal right to licence the Games;
- III. Nolimit is desirous of making the Games available to the Licensee;
- IV. The Licensee operates the Licensee’s Site(s) and is therefore desirous of acquiring a license to receive the Games and Services from Nolimit to offer the Games to Players; and
- V. Pursuant to the points above, the Parties are entering into this Agreement to clearly define the terms and condition which shall regulate their relationship and define the rights and obligations of the Parties.

NOW THEREFORE, in consideration of the above recitals, which recitals are expressly made a material part and component of this Agreement, and in further consideration thereof, the Parties are hereby agreeing to enter into this Agreement subject to the following **TERMS AND CONDITIONS**:

1. **INTERPRETATION AND DEFINITIONS**

1.1 In this Agreement, except where the context requires otherwise:

- 1.1.1 Words indicating one gender include all genders;
- 1.1.2 the words "includes" and "including" are always treated as being followed by "without limitation";
- 1.1.3 “written” or “in writing” means hand-written, type-written, printed or electronically made, and resulting in a permanent record;

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- 1.1.4 references to Clauses and Annexes are to Clauses in and Annexes to this Agreement as amended in accordance with this Agreement at any time and include any additional annexes agreed between the Parties in writing at any time pursuant to this Agreement;
 - 1.1.5 any reference to a person includes natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, states, foundations or trusts;
 - 1.1.6 any reference to a person includes that person's legal personal representatives, successors and assigns;
 - 1.1.7 the headings and any marginal words are included for ease of reference only and do not affect the interpretation of this Agreement;
 - 1.1.8 any phrase introduced by the terms "including", "include", "in particular", or any similar expression is illustrative only and does not limit the sense of the words preceding those terms; and
 - 1.1.9 words indicating the singular also include the plural and vice versa.
- 1.2 When used in this Agreement, including the preambles hereto, the following terms with initial capital letters shall have the meanings assigned below unless there is something in the subject matter or context inconsistent therewith:

Act means Online Gambling Regulation Act 2001 ("OGRA") of the Isle of Man and any subsidiary legislation, regulations, rules and orders issued thereunder;

Addendum(s) means any document expressly stated to be an Addendum, which is expressed in writing and purports to vary some provision of this Agreement and signed by both the Parties;

Annex(es) means any Annex(es) attached to this Agreement as may be amended from time to time;

Beneficial Ownership means, in respect of the Parties, any natural person or persons who ultimately own or control that Party through direct or indirect ownership of twenty per centum (20%) plus one (1) or more of the shares or more than twenty per centum (20%) of the voting rights or an ownership interest of more than twenty per centum (20%) in that Party, including through bearer share holdings, or through control via other means, other than a company that is listed on a regulated market which is subject to disclosure requirements consistent with European Union law or equivalent international standards which ensure adequate transparency of ownership information;

Bonuses means any transactions arising from the use of promotional tools offered by Nolimit to the Licensee; including, FreeBets, FeatureBets and/ or any other type of promotional tools available from Nolimit's API or Nolimit's back office.

Bonus Bets means the bet value of the transactions arising from Bonuses.

Bonus Wins means the value of the win resulting from the Bonus Bets.

Business Activity means the provision of online gambling services to Players;

Confidential Information means confidential or proprietary information of a Party, whether marked as confidential or otherwise and whether communicated orally or in writing, including, without limitation, information of a Party concerning inventions, trade secrets, know-how, methods, processes, techniques, code, technologies, existing and potential customer and clients lists, financial information, strategic business plans, other technical, business, and operational information, licensees, users, suppliers or customers and the terms and conditions of this Agreement;

Documentation means the Nolimit integration manual and such other documentation, specifications and manuals as may be made available to the Licensee by Nolimit at any time in any form;

Effective Date means the 8th of April, 2024.

Force Majeure Event means any cause affecting the performance by a Party of its obligations under this Agreement arising from acts, events, omissions or non-events beyond the control of that Party, including acts of God, riots, war, acts of terrorism, pandemics, fire, flood, storm or earthquake, failure or non-availability of any network utility or the services or facilities provided by any third-party service provider, strikes or lock-outs, failure of systems or services and any disaster;

Games means one or more games or products, listed in Annex A hereto and such further Annexes as the Parties may agree in writing from time to time pursuant to this Agreement, being made available by Nolimit to the Licensee in terms of its GSC licence (the "**Licence**");

Group means, in relation to a Party, any company:

- (i) in which the relevant Party holds at least forty per centum (40%) of the share capital which is entitled to attend and vote at any general meeting, or is a member of and has the right to appoint the majority of its board of directors, or is a member of it and controls (pursuant to any form of agreement with the other members) at least forty per centum (40%) of the voting rights (a "**Subsidiary**");
- (ii) which owns at least forty per centum (40%) of the share capital which is entitled to attend and vote at any general meeting of the relevant Party, or is a member of and has the right to appoint the majority of the relevant Party's board of directors, or is a member of and controls (pursuant to any form of agreement with the other members) at least forty per centum (40%) of the relevant Party's voting rights (a "**Parent**");
- (iii) which is the Subsidiary of a Parent of the relevant Party;

GSC means Gambling Supervision Commission of Isle of Man;

Integration means completion of the Integration pursuant to Clause 3 of this Agreement having been demonstrated to be successfully completed, by the testing outlined therein;

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Intellectual Property or **Intellectual Property Rights** means all intellectual property and intellectual property rights including, but not limited to, illustrations, patents, designs, trademarks, logos, service marks, marks, domain names, service name, brand names, trade names, copyrights, know-how, computer programs, software, technological innovations and inventions, whether registered, unregistered or pending registration and any goodwill associated with any business owning, holding or using any of the foregoing;

Launch Date means the later of:

- (a) the date on which the Licensee is licensed in terms of applicable law to support the Games; or
- (b) the date of completion of Integration;

Licensee's Sites means the website(s) operated by Licensee as the Parties agree in writing pursuant to this Agreement from time to time;

Nolimit Platform means the platform owned and operated by Nolimit wherein the Games are hosted;

Personal Data shall mean Personal Data as defined by Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ("**General Data Protection Regulation**"), as amended from time to time (i.e. any information relating to an identified or identifiable natural person who is involved in the corporate structure of the Licensee or Nolimit);

Player(s) means a registered user of the Licensee's Site(s) who plays any of the Games;

Restricted Territory(ies) means the territories indicated in Annex A of this Agreement as restricted territories, as may be unilaterally amended from time to time, and any other territory which Nolimit notifies the Licensee at any time in writing as constituting a restricted territory;

Schedule(s) means any Schedule(s) attached to this Agreement or Annex thereto as may be amended from time to time;

Services means the support services provided by Nolimit pursuant to Clause 8 herein and the Service Level Agreement Policy which may be found here: https://drive.google.com/file/d/1q2R4DfwngXhZiAm1Vvq4HZQZEe7_QKvL/view?usp=share_link, as may be amended from time to time. The Licensee warrants that it shall keep a copy of the Service Level Agreement Policy for its own records;

Territory(ies) means any part of the world where it is lawful for the Licensee to undertake the Business Activity, at the relevant time, under the Licensee's gaming licence(s) and excluding the Restricted Territories;

Working Days means any day other than a Saturday, Sunday or a bank holiday in the Isle of Man, Malta or Sweden.

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2. PROVISION OF SERVICES

- 2.1 Nolimit grants to the Licensee the non-transferable and non-assignable right to use and access the Games for the purposes of making the Games available to Players from the Licensee's Site with effect from the Launch Date in accordance with the terms, conditions and provisions of this Agreement.
- 2.2 Nolimit authorises and licenses the Licensee to use the Documentation for the purpose of receiving the Games and to fulfil its obligations pursuant to this Agreement.
- 2.3 The Licensee hereby acknowledges and accepts that it does not have the right to sub-licence or re-sell the Games to any third parties.
- 2.4 The Games will at all times include Nolimit's standard branding, which the Licensee accepts may change from time to time.
- 2.5 The Games and Services are provided by Nolimit to the Licensee, which is hereby agreeing without reservation, that such the provision of the Games and Services shall be granted on a non-exclusive basis and Nolimit shall have the right to provide the Games and Services to any other third party at its absolute discretion.
- 2.6 The Licensee hereby agrees and undertakes not to make the Games and Services available or allow them to be made available to any person who is located in, or whose IP address is located in, or who has a geographic address (either for the purposes of its registration as a Player or as a payment address for any credit card or other payment method used to pay for participation in any Game(s)), in a Restricted Territory.
- 2.7 Nolimit shall have the right, from time to time as Nolimit may reasonably deem appropriate, to perform due diligence on the Licensee. The Licensee shall provide all information requested by Nolimit if such information is not a trade secret of the Licensee and shall cooperate with Nolimit in connection with any request made by Nolimit as part of its due diligence checks. Should the Licensee fail to provide adequate and accurate due diligence documentation in accordance with Nolimit's requests made pursuant to this Clause, Nolimit reserves the unilateral right to immediately terminate this Agreement with immediate effect, and shall subsequently not bear any liability for such termination, nor be responsible for any damages or costs incurred up to that point by the Licensee.
- 2.8 Each Party whereby undertakes to fully comply with its obligations arising out of this Agreement.

3. INTEGRATION AND ACCEPTANCE TESTING

- 3.1 The Licensee hereby agrees to:
- 3.1.1 integrate the Licensee's Sites with the Nolimit Platform so that the Players have access to the Games;

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- 3.1.2 ensure that the Licensee's Sites remain integrated with the Nolimit Platform throughout the term of this Agreement;
 - 3.1.3 following completion of the Integration, carry out acceptance testing in accordance with the test plan provided by Nolimit to Licensee, forming part of the Documentation (the "**Acceptance Testing**");
 - 3.1.4 correct any problems identified during such Acceptance Testing; and
 - 3.1.5 follow and implement the steps set out in the Nolimit integration manual forming part of the Documentation at all times.
- 3.2 The Parties hereby agree that the Integration shall be deemed to be successfully completed once:
 - 3.2.1 Acceptance Testing demonstrates that the Integration envisaged by this Clause 3 has successfully completed with no problems being identified; and
 - 3.2.2 the Integration is to the satisfaction of Nolimit.
- 3.3 The Licensee hereby agrees to repeat testing as often as is necessary until such testing is successfully completed in accordance with this Clause 3.
- 3.4 Nolimit shall have the right to make changes to the application programming interface ("**API**") it makes available to Licensee for the purposes of Integration and shall give the Licensee at least three (3) months written notice prior to carrying out any changes thereto. Upon receipt of such notice the Licensee hereby agrees to follow and implement the provisions of this Clause 3 in respect of such changes to ensure that, following such changes, the Licensee Sites remain integrated with the Nolimit Platform by the date specified in the notice given by Nolimit.
- 3.5 The Licensee hereby covenants to Nolimit that throughout the validity of this Agreement it shall conduct its business in compliance in all material respects with the requirements of all laws, rules, regulations, orders, writs, decrees or such other binding legislation ("**Legislation**"), applicable to it or to its properties including without limitation all applicable Legislation related to responsible gaming, avoidance of money laundering and prevention of funding of terrorism.

4. **WARRANTIES**

- 4.1 Nolimit warrants that:
 - 4.1.1 it has the authority to enter into this Agreement;
 - 4.1.2 it has the right to provide Licensee with the Games and Services as described in this Agreement;
 - 4.1.3 it has processes in place to reasonably avoid the introduction of any trojan horse, worm, logic bomb, time bomb, backdoor, trap door, key or other similar or harmful components which have the potential to impair or prevent the operation of the Services; and

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4.1.4 it will hold and maintain in force the Licences for the term of this Agreement.

4.2 The Licensee warrants that:

4.2.1 it has the authority to enter into this Agreement;

4.2.2 it will obtain, no later than the Launch Date and as may be necessary from time to time, and maintain throughout the term of this Agreement, all relevant licenses or authorisations required in terms of any applicable law to make the Games available to Players in the Territories;

4.2.3 it will comply with all applicable laws and regulations and hold all necessary licences, consents, permissions and authorisations including all governmental and regulatory approvals to carry on its business at any time including those needed to operate the Business Activity and to make the Game(s) available and shall remain solely responsible for holding or maintaining the same;

4.2.4 it will not use or allow the use of the Games for any illegal, unlawful or improper purpose or cause;

4.2.5 it will use reasonable efforts to avoid the introduction of any trojan horse, worm, logic bomb, time bomb, backdoor, trap door, key or other similar or harmful components which have the potential to impair or prevent the operation of the Games;

4.2.6 it will at all times have in place appropriate usage policies to prevent Players from introducing harmful, defamatory, abusive, illegal, improper or other similar content when participating in any Game(s) and all policies and procedures as required by applicable regulation;

4.2.7 it shall not remove, attempt to remove or allow any other person to remove or attempt to remove any proprietary notice of Nolimit from the Game(s);

4.2.8 hereby authorises Nolimit to use the Licensee's name publicly in Nolimit's marketing communication tools; and

4.2.9 it will use its reasonable efforts to proactively market and promote Nolimit's Games such as to maximize the potential revenue and, in particular, commit to fully market and promote all Nolimit related content in the Licensee's Site.

4.3 Each Party warrants that it shall notify the other Party about any change in its Beneficial Ownership within thirty (30) days from the effectiveness of the change. During the sixty (60) days following receipt of such notice, the notified Party shall have the right to terminate this Agreement with immediate effect.

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5. INTELLECTUAL PROPERTY RIGHTS

5.1 All Intellectual Property Rights, title and interest in and to the Games and Services shall at all times remain the sole property of Nolimit or its licensors.

5.2 Nolimit does not grant to the Licensee any rights other than those expressly granted pursuant to this Agreement. Without limitation, the Licensee shall not acquire or have any right or interest in or to the Games or Services or to any Intellectual Property Rights related thereto belonging to Nolimit or its licensors, save for the rights expressly granted pursuant to this Agreement. Without limitation, the Licensee shall not:

5.2.1 distribute, redistribute, sell, lease, assign, transfer, trade, rent, publish or sub-licence the Games or Services, the Documentation or any of its rights under this Agreement whether in full or in part, to any third party without Nolimit's prior written consent given pursuant to this Agreement; or

5.2.2 download or make any copies of any software used by Nolimit in providing any Games or Services; or

5.2.3 decompile, disassemble, reverse engineer, or attempt or allow any other person to disassemble, reverse engineer or decompile any software used by Nolimit in providing the Games or Services or attempt to determine its underlying source code, in all cases whether in part or in full; or

5.2.4 allow any third parties to access or to use the Games or Services; or

5.2.5 use the Games or Services for any purpose except in the course of the Business Activity and from the Licensee's Sites as permitted by this Agreement.

5.3 The Licensee shall notify Nolimit immediately if the Licensee becomes aware of any unauthorised use of the Games, Services or the Documentation or of any infringements or suspected infringement of Nolimit's Intellectual Property Rights in or in relation to the Games and or Services.

5.4 All goodwill including that from the trademarks and trade names at any time belonging to Nolimit shall accrue solely to Nolimit.

6. DATA PROTECTION

6.1 The processing of personal data necessary under this Agreement shall be regulated under a Data Processing Agreement entered into between the Parties as set out in Annex C to this Agreement.

7. PAYMENT AND PAYMENT TERMS

7.1 The Licensee shall pay to Nolimit the fees as set out in Annex B to this Agreement.

7.2 All invoiced amounts are payable in Euro within thirty (30) days from date of receipt of the relevant invoice. Interest at the rate of eight per centum (8%) per annum will

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be charged on invoices not settled by the due date established in accordance with the terms of Clause 7.1 herein.

- 7.3 All amounts payable under this Agreement are stated exclusive of VAT (if and where applicable) and bank charges. The Licensee will pay any applicable VAT and bank charges in addition to such amounts due.
- 7.4 The Parties agree that should there be any disagreement between the Parties in regard to the fees that are invoiced by Nolimit ("**Disputed Amount**"), the Licensee shall raise such issues relating to the Disputed Amount to Nolimit within twenty (20) days from the date of receipt of Nolimit's invoice. In such a case, Nolimit shall provide the Licensee with the game data to verify the Disputed Amount. The Licensee obliges itself to establish the variances in the game data within thirty (30) days from the date of receipt of the game data (save for instances where the verification is carried out by an external independent auditor, as per below, where no time limits shall apply). Should it transpire that the initial invoice relating to the Disputed Amount is correct when compared to the game data, the Licensee shall proceed to the payment of Nolimit's invoice upon the next payment due date. On the other hand, should the Licensee provide supporting evidence that the initial invoice relating to the Disputed Amount is incorrect and Nolimit agrees with Licensee after comparing Licensee's supporting evidence to its game data, Nolimit shall issue a credit note to the Licensee covering the difference in the Monthly Royalty Fee.

Provided that if the Parties fail to mutually agree on the Disputed Amount, the dispute shall be resolved through the appointment of an external independent auditor that shall be appointed by Nolimit with costs and expenses of such appointment to be borne entirely by the Party deemed to have made the error, unless either Party concedes to the figures recorded by the other Party or unless both parties agree to settle matters amicably and within reason without involving the external independent auditor or carrying out the audit.

Provided further that should the aforementioned thirty (30) day period lapses without Licensee verifying the Disputed Amount, such Disputed Amount shall become immediately payable to Nolimit subject to the terms found in clause 7.2.

8. **SUPPORT**

- 8.1 Nolimit shall only provide the Services to the Licensee. The Licensee shall be responsible for providing Players with first line support.
- 8.2 The Licensee agrees to give Nolimit sufficient prior written notice of any promotional activities which are expected to generate significant additional business volumes.

9. **CONFIDENTIALITY AND PERSONAL DATA**

- 9.1 The Parties acknowledge that prior to and during the term of this Agreement one Party (the "**Disclosing Party**") may provide to the other Party (the "**Receiving Party**"), Confidential Information and/or Personal Data.
- 9.2 During the term of this Agreement and following the termination thereof for whatever reason the Receiving Party undertakes:

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- 9.2.1 to use Confidential Information and/or Personal Data of the Disclosing Party solely for the purpose of performing its obligations under this Agreement and for no other purposes;
 - 9.2.2 not to disclose Confidential Information and/or Personal Data of the Disclosing Party to any third party not forming part of the Group without the prior written consent of the Disclosing Party, unless otherwise expressly permitted by the terms of this Agreement; and
 - 9.2.3 to use all reasonable endeavours to secure and protect the Confidential Information and/or Personal Data of the Disclosing Party.
- 9.3 Each Party may disclose Confidential Information and/or Personal Data:
- 9.3.1 as required by any applicable law or regulation and to the GSC and any other regulator or regulatory body if required by that regulator or regulatory body;
 - 9.3.2 to a Group Company if required to effectively provide the Services to the Licensee; and
 - 9.3.3 to its professional advisers and to any subcontractors, agents or representatives who need to know that Confidential Information and/or Personal Data provided always, that the Disclosing Party shall ensure that any recipient of that Confidential Information and/or Personal Data complies in all respects with the provisions of this Clause 9.
- 9.4 The Licensee accepts and agrees that Nolimit may indicate the Licensee as a client of Nolimit on its website and in its promotional material.

10. DURATION AND TERMINATION

- 10.1 This Agreement comes into force on the Effective Date and shall continue in force for a period of twelve (12) months from the Effective Date (the “**Initial Term**”) and after that for further period(s) each of twelve (12) months commencing on each anniversary of the Effective Date (each a “**Consecutive Term**”).

Termination with Cause

- 10.2 Upon the occurrence of the following events in relation to a Party (the “**Defaulting Party**”), the other Party (the “**Non-Defaulting Party**”) may terminate this Agreement immediately by giving written notice to the Defaulting Party:
- 10.2.1 any licence, consent or permit granted to the Defaulting Party necessary for it to comply with its obligations or to exercise its rights pursuant to this Agreement is terminated, revoked or suspended;
 - 10.2.2 the Defaulting Party commits a material breach of any of its obligations or warranties under this Agreement and (in the case of a breach capable of being remedied) does not remedy such breach within thirty (30) days from the date of the written notice delivered by the Non-Defaulting

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Party pursuant to which the Defaulting Party was notified of the breach and was requested to remedy it;

- 10.2.3 the Defaulting Party stops or suspends payment of any of its debts, or is unable to, or admits its inability to, pay its debts as they fall due; or
 - 10.2.4 any action, proceeding, procedure or step is taken for: (i) the suspension of payments, a moratorium of any financial indebtedness, winding up, dissolution, administration or reorganisation (using a voluntary arrangement, scheme of arrangement or otherwise) of the Defaulting Party; or (ii) the composition, compromise, assignment or arrangement with any creditor of that Defaulting Party; or (iii) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of the Defaulting Party or any of the Defaulting Party's assets (or any event occurs in relation to the Defaulting Party similar to any such event under the law of any applicable jurisdiction).
- 10.3 Nolimit may terminate this Agreement immediately on giving written notice to the Licensee that in Nolimit's reasonable opinion the continuance in force of this Agreement or any act or omission of the Licensee:
- 10.3.1 places or may place Nolimit in breach of any licence, permission or consent granted to it by the GSC or other any regulatory authority or jeopardises the continuance in force or validity of any such licence;
 - 10.3.2 which breaches or may breach any law or regulation which is applicable to Nolimit;
 - 10.3.3 may result in any regulatory or enforcement proceedings or other action being taken against Nolimit;
 - 10.3.4 may bring Nolimit or its business at any time into disrepute;
 - 10.3.5 may dilute or adversely affect the value of any trademark or trade name of Nolimit;
 - 10.3.6 may otherwise jeopardise the business of Nolimit: or
 - 10.3.7 whereby the Licensee fails to obtain the relevant licenses for the Business Activity within twelve (12) months from the Effective Date.
- 10.4 Notwithstanding any other provision of this Agreement and without limiting any other rights that Nolimit may have, if the Licensee fails to make any payment pursuant to this Agreement by the date on which such payment is due and payable, Nolimit shall have the right to:
- 10.4.1 suspend the provision of the Games and Services and all of Licensee's rights pursuant to this Agreement immediately on giving notice to Licensee; or

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- 10.4.2 terminate this Agreement immediately upon giving notice to the Licensee, irrespective of whether any suspension has previously taken place pursuant to Clause 10.4.1.

Termination without Cause

- 10.5 The Parties may only terminate this Agreement without cause following the lapse of the Initial Term and by giving each other not less than sixty (60) days prior written notice.

General Termination Clauses

- 10.6 Upon the expiration or termination for whatever reason of this Agreement:
- 10.6.1 the Licensee's rights to receive the Games and Services shall immediately end;
 - 10.6.2 all Licensee's rights and licences under this Agreement shall immediately end and Licensee shall have no further right to use or access the Games and Services;
 - 10.6.3 the Licensee shall return any and all copies of the Documentation and Confidential Information to Nolimit and destroy any and all copies of the Documentation and Confidential Information which for any reason cannot be returned to Nolimit. The Licensee shall confirm in writing to Nolimit that all proprietary material relating to the Games, Services, Documentation and Confidential Information has been returned to Nolimit or destroyed (as applicable);
 - 10.6.4 this Agreement shall be treated as remaining in force in respect of play on the Games that has taken place prior to termination. All royalty payments in respect of such game play which has taken place prior to termination will be paid to Nolimit in accordance with the terms of this Agreement;
 - 10.6.5 any Clause or provision of this Agreement which expressly states that it will survive termination or expiration shall remain in force after termination or expiration; and
 - 10.6.6 any accrued rights or liabilities of either Party prior to termination shall not be prejudiced.

11. LIMITATIONS AND EXCLUSIONS OF LIABILITY & INDEMNITY

- 11.1 Nolimit shall not at any time be liable to the Licensee for:
- 11.1.1 any indirect, special, economic or consequential loss or damage; and
 - 11.1.2 any loss of profits (whether direct or indirect), business opportunities, revenue or damage to goodwill or loss or corruption of data.

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- 11.2 Without prejudice to the provisions of Clauses 11.1 and 11.3, Nolimit's total aggregate liability in respect of all claims, losses or damages, whether arising from tort (including negligence), breach of contract or otherwise, shall in no event exceed the aggregate amounts paid to Nolimit by the Licensee pursuant to this Agreement in the preceding twelve (12) month period calculated from the date of the event giving rise to such claim, loss or damage or such shorter period for which this Agreement may have been in force.
- 11.3 Neither Party limits or excludes its liability for death or personal injury caused by its gross negligence or fraud.
- 11.4 The Licensee shall indemnify and hold harmless Nolimit from and against any and all proven claims, liabilities, proceedings, costs, damages, fines, losses and expenses (including legal fees and expenses) incurred or suffered by Nolimit arising or in any way connected with a claim, action or proceedings made or brought against Nolimit at any time by:
- 11.4.1 a Player;
 - 11.4.2 by the GSC or any other regulator or regulatory body or any other third party which relate to or arise in connection with or from the Games or Services or otherwise relate to or arise from this Agreement and in connection with the Licensee's Sites; or
 - 11.4.3 reason of a breach of the Licensee of its obligations or warranties pursuant to this Agreement.
- 11.5 If any claim is brought against the Licensee in respect to which indemnity may be sought from Nolimit pursuant to this Clause, the Licensee must notify Nolimit in writing without delay after receipt by the Licensee of documentation of the claim. Should it be required, the Licensee shall cooperate with Nolimit, at the latter's cost and expense, in all reasonable respects in connection with the defence of the claim. Nolimit may, upon written notice thereof to the Licensee, undertake to conduct all proceedings or negotiations in connection therewith, assume the defence thereof, and if it so undertakes, it shall also undertake all other required steps or proceedings to settle or defend any such claim, including the employment of counsel at Nolimit's expense.
12. **NOTICES**
- 12.1 Save where otherwise expressly provided in this Agreement any notice given to a Party under or in connection with this Agreement shall be in writing and shall be delivered by hand, courier or email to the Party's address shown in Clause 12.3, or to such other address as either Party may notify to the other Party in writing pursuant to this Clause 12.
- 12.2 Any notice shall be deemed to have been received if delivered (a) by hand or courier, at the time the notice is left at the proper address in accordance with this Clause 12; or (b) by email shall be deemed to have been received on the date of successful transmission of the electronic mail.
- 12.3 All notices shall be sent to the following email addresses:





For Licensee:

**Email: general@playdom.online
and a copy playdom@g-force-corporate-services.com**

For Nolimit:

Email: legal@nolimitcity.com / malcolm@nolimitcity.com

13. **GENERAL**

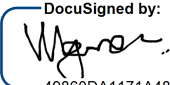
- 13.1 Save as provided in Clause 13.4, neither Party to this Agreement shall be liable to the other for any delay or non-performance of its obligations under this Agreement to the extent that such delay or non-performance is attributable to a Force Majeure Event and has been notified to the other Party.
- 13.2 The Party affected by a Force Majeure Event shall notify the other Party by email as soon as practicable after the Force Majeure Event ceases or no longer causes the affected Party to be unable to comply with its obligations under this Agreement.
- 13.3 If any Force Majeure Event subsists for more than thirty (30) days, either Party may terminate this Agreement immediately upon giving written notice to the other Party.
- 13.4 The provisions of Clauses 13.1, 13.2 and 13.3 will not apply in respect of any obligation of the Licensee in this Agreement to pay any outstanding amount to Nolimit.
- 13.5 The Licensee may not assign, sub-licence, novate or otherwise dispose of any or all of its rights and obligations under this Agreement without the prior written consent of Nolimit, such consent not to be unreasonably withheld or delayed where the assignment is to a member of the same Group as the Licensee.
- 13.6 This Agreement may not be varied except by an agreement in writing expressed to vary this Agreement signed by duly authorised representatives of the Parties, provided that, the contents of Annex A may be changed unilaterally by Nolimit in the instances agreed by the Parties therein.
- 13.7 If any provision of this Agreement (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the Parties.
- 13.8 Each Party is independent of the other and is not and shall not hold itself out as an agent or partner of the other.
- 13.9 Any waiver of any right under this Agreement is only effective if it is in writing and signed by the waiving Party, and shall apply only to the circumstances for which it is given. A waiver shall be specific to that particular incident or event, and shall not be deemed a general waiver to multiple incidents or events unless so specified.

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- 13.10 No failure or delay by any Party to exercise any right or remedy provided under this Agreement shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy by any Party shall prevent or restrict the further exercise of that or any other right or remedy.
- 13.11 No person other than a Party to this Agreement shall have any right to enforce any of the terms or provisions of this Agreement.
- 13.12 This Agreement may be executed in any number of counterparts each of which shall constitute one and the same Agreement. The person signing this Agreement on behalf of the Licensee hereby confirms that it has the full authority to contractually bind the Licensee and is legally authorized to bind the Licensee to the terms of this Agreement.
- 13.13 The governing law of this Agreement shall be the substantive law of Isle of Man.
- 13.14 Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration.
- 13.15 The seat, or legal place, of arbitration shall be the Isle of Man.
- 13.16 The language to be used in the arbitral proceedings shall be English.
- 13.17 This Agreement sets out the full extent of the obligations and liabilities of each Party. All warranties, conditions, terms and other provisions not expressly set out in this Agreement are to the fullest extent permitted by law excluded from this Agreement.
- 13.18 This Agreement constitutes the entire agreement between the Parties with respect to the matters dealt with in it and supersedes any previous agreement between the Parties in relation to them. The Licensee acknowledges that in entering into this Agreement it has not relied on any representation, warranty or undertaking made by any representative of Nolimit except as expressly set out in this Agreement.
- 13.19 Following expiry or termination for whatever reason of this Agreement, Clauses 5, 6, 7, 9 and 11 and Annex C of this Agreement shall continue in full force and effect.

SIGNED on behalf of NOLIMIT CITY SERVICES LIMITED

<i>Date</i> 17 April 2024 08:20 PDT	<i>City</i> Douglas, Isle of Man
<i>Signature</i>  DocuSigned by: 49860DA1171A48B... Karen Jones, Director	
<i>Date</i> 17 April 2024 17:35 CEST	<i>City</i> Douglas, Isle of Man
<i>Signature</i>	



Richard MacNee, Director	DocuSigned by:  6000D04E27D54DD
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SIGNED on behalf of **PLAYDOM B.V.**

<i>Date</i> 08.04.2024	<i>City</i> Willemstad, Curacao
<i>Signature</i>  Gouloud Mercedes Hammoud, managing director of G-Force Corporate Services B.V.; Statutory director for and on behalf of Global Related Services B.V.; Statutory Director for and on behalf of PlayDOM B.V.	

ANNEX A

THE GAMES

The Game(s) are the following (as may be amended from time to time):

The Creepy Carnival	Kitchen Drama: Sushi Mania	Casino Win Spin
Oktoberfest	WiXX	Tesla Jolt
Hot Nudge	Kitchen Drama: BBQ Frenzy	Coins of Fortune
Fruits	Dungeon Quest	Ice Ice Yeti
Tombstone	Owls	Starstruck
Thor: Hammer Time	Mayan Magic	Tractor Beam
Manhattan Goes Wild	Hot4Cash	Pixies vs Pirates
Barbarian Fury	Tomb of Nefertiti	Dragon Tribe
Buffalo Hunter	Bonus Bunnies	Book of Shadows
Immortal Fruits	Deadwood xNudge	Harlequin
Monkey's Gold	Poison Eve	Punk Rocker
Milky Ways	Gaelic Gold	Golden Genie & The Walking Wilds
San Quentin xWays	Warrior Graveyard xNudge	Tomb of Ahkenaten
Bushido Ways xNudge	East Coast vs West Coast xWays	Fire in the Hole xBomb
xWays Hoarder xSplit	El Paso Gunfight xNudge	Infectious 5 xWays
Evil Goblins xBomb	Mental	Das xBoot
Tombstone RIP	Legion X	True Grit Redemption
Remember Gulag	Punk Toilet	Misery Mining
Karen Maneater	Folsom Prison	The Rave
Road Rage	The Border	Little Bighorn
Serial	Rock Bottom	Pearl Harbor

Dead Canary	Walk of Shame	Benji Killed in Vegas
Blood and Shadow	Kiss my Chainsaw	Disturbed
Whacked	Gluttony	The Cage
Bounty Hunters	True Kult	Dj Psycho
The Crypt	Space Donkey	Ugliest Catch
Roadkill	Nine to Five	Jingle Balls
Devil's Crossroad	Land of The Free	D-Day
Fire in the Hole 2	Possessed	BRICK SNAKE 2000

Nolimit will release new Games on a frequent basis and will, at its discretion, offer such new Games to the Licensee either:

- i. under the terms of this Agreement; or
- ii. for certain Games which Nolimit offers subject to special commercial conditions or fees, under the terms of a new Annex to be agreed in writing between the Parties.

The availability of the Games to the Licensee in each respective jurisdiction shall be subject to the obtainment of the appropriate game certification by Nolimit as may be applicable.

The Licensee is free to choose whether or not to offer all or some of the Games to the Players.

The Games may change from time to time, new ones may be added, and existing Games may be modified or removed at the sole discretion of Nolimit. Nolimit shall however, use its best efforts to inform the Licensee in writing prior to implementing a change, unless the change is due to regulatory requirements.

The Games are exclusively developed and owned by Nolimit or a Nolimit Group company.

RESTRICTED TERRITORIES, BLOCKED TERRITORIES AND LOCAL LICENCE NEEDED

The Licensee will not make the Services and/or Games available or allow them to be made available to any person and/or third party who is located in, or who has a geographic address (either for the purposes of its registration as a Player or as a payment address for any credit card or other payment method used to pay for participation in any Game) in any country or jurisdiction that Nolimit lists as a restricted territory, blocked territory and a territory needing a local licence in the Restricted and Blocked Territories Policy, as may be amended from time to time.

CHANGES TO THIS ANNEX

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Nolimit may make changes to any provision in this Annex A by notifying the Licensee of such changes in writing in advance. Nolimit shall use its best efforts to inform the Licensee prior to implementing a change, unless the change is due to regulatory requirements. Any new Games that are notified to Licensee pursuant to this Annex A will be made available via the Services. The Licensee will not be obliged to take up or offer such Games to its Players.

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ANNEX B

PAYMENT TERMS

A monthly fee (the “**Monthly Royalty Fee**”) will be paid by the Licensee as consideration for the rights granted to it under the terms of this Agreement by Nolimit. The Monthly Royalty Fee shall be payable from the Launch Date.

The Monthly Royalty Fee shall be calculated as a percentage of the Monthly Casino Result as per the progressive¹ rates displayed below in Table I. Regardless of the Casino Result, the minimum Royalty Fee per month to be paid by the Licensee to Nolimit shall be €0. Furthermore, the Parties agree on the following set-up fee and RTPs:

Set-up Fee - €0.

RTPs: Option from 96.XX+%, 94.XX+%, 92.XX+%

TABLE 1

Monthly Casino Result	Monthly Royalty Fee
€0 - 600,000	9.00%
€600,000 - 1,400,000	8.50%
€1,400,000+	8.00%

The Casino Result is generated by the Licensee from the Games and shall be calculated as follows:

$$\text{Casino Result} = \text{Total Bets} - \text{Total Wins} - \text{Deductible Bonus Costs}$$

¹ The term ‘progressive’ means that any Casino Result amount generated and falling under the first tier of the Monthly Casino Result shall be invoiced at the respective Monthly Royalty Fee established in Table 1. Any Casino Result amount exceeding a particular tier shall be charged at the following respective tier found in Table 1.

Example:

Monthly Casino Result	Monthly Royalty Fee
€0 - 600,000	9.00%
€600,000 - 1,400,000	8.50%
€1,400,000+	8.00%

Therefore, if Licensee generates a Casino Result amounting to €670,000 in one month, the first €600,000 are charged at a Monthly Royalty Fee of 9% and the remaining €70,000 are charged at a Monthly Royalty Fee of 8.5%.

WHERE

Casino Result is defined as the total aggregated number of Bets *less* total aggregated number of Wins *less* Deductible Bonus Costs;

Total Bets means all and any bets made by Players; namely, real money bets and bets deriving from Nolimit's and/ or the Licensee's promotional tools, on the Games during a particular period;

Total Win means the amount of wins earned by Players from all and any bets; namely, real money bets and bets deriving from Nolimit's and/ or the Licensee's promotional tools, on the Games during a particular period;

Deductible Bonus Costs means the aggregate amount of:

- (i) bonus deductions which are recorded on the Nolimit back office, which shall be based on the total Bonus Wins amount during a particular period; and
- (ii) the additional bonus deductions claimed by the Licensee which are not recorded on the Nolimit back office during the same period;

capped up to an amount of 0% of the monthly Real Money Game Win (**Bonus Cap**); Provided that notwithstanding the above, the Parties agree that for the purposes of this Agreement, the Casino Result calculation shall exclude those bets deriving from Nolimit's promotional tools on the Games that are recorded on the Nolimit back office during a particular period. Therefore, for the avoidance of doubt, Nolimit shall only take into consideration real money bets and those bets deriving from the Licensee's promotional tools which are not recorded on the Nolimit back office for the purposes of calculating the Casino Result.

Real Money Game Win means the total value attributed to real money bets less the real money wins generated from such real money bets during a particular period;

The **Bonus Cap** will be calculated on each month end result:

The Licensee will send Nolimit a report containing the details of all Deductible Bonus Costs being claimed no later than 36 hours after the end of the previous month, differentiating between the Bonuses recorded on the Nolimit back office and the bonus deductions which are not recorded on the Nolimit back office. These reports will be the basis for the Deductible Bonus Costs value in the Casino Result calculation. The Licensee shall not be entitled to claim any bonus deductions after the aforementioned 36-hour period has lapsed.

In the report, the Deductible Bonus Costs cannot exceed the wins generated from bonus rounds during the period covered by the report. Furthermore, for bonus deductions which are not recorded on the Nolimit back office, the Licensee should provide a detailed statement showing (a) player ID, (b) date of acceptance, (c) the game ID concerned, (d) **Promo or Bonus Specific Details** associated to each player ID and (e) bonus amount. (**Promo or Bonus Specific Details** means Promo/Campaign/Bonus name giving context to what has been attributed to the Player);

Month is a calendar month or such shorter period between:

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- (a) the Launch Date and the first day of the immediately following calendar month; and
- (b) the first day of the calendar month in which this Agreement terminates and the date of termination (**Monthly** will be interpreted accordingly);

Additionally, the Parties agree on the availability and integration of the FeatureBet API that shall be integrated for its ability to reward Bonus buys to players.

Reporting and Exchange Rate

Nolimit will report in UTC time zone and all currency conversion being reported in EUR will be extracted via an API-Call from <https://openexchangerates.org/> on daily occurrence. Access to all reports will be made available to the Licensee upon go-live date.

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ANNEX C

Data Processing Agreement

This Data Processing Agreement forms part of the Agreement (“**Principal Agreement**”) including any amendments or renewals thereof, as applicable.

Pursuant to the terms of the Principal Agreement, it is contemplated that the Services provided may involve the transfer of personal data from the Licensee to Nolimit and to ensure compliance with the Applicable Law (as defined hereunder), the Parties hereby agree that the processing of personal data under the Principal Agreement shall be carried out in compliance with the terms of this Data Processing Agreement.

This Data Processing Agreement is effective from the Effective Date and entered into by and between:

Nolimit City Services Limited, a company registered under the laws of the Isle of Man bearing company registration number 018118V and having its registered office situated at First Floor, Millennium House, Victoria Road, Douglas, Isle of Man, IM2 4RW (hereinafter referred to as the “**Processor**”); and

PlayDOM B.V., a company registered under the laws of Curacao bearing company registration number 145097 and having its registered office at Kaya Richard J. Beaujon Z/N, P.O. Box 6248, Curacao (hereinafter referred to as the “**Controller**”).

Each a “**Party**” and collectively referred to as the “**Parties**”.

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS

In this Data Processing Agreement all words and terms already defined in the Principal Agreement shall have the same meaning unless otherwise defined herein:

Applicable Law	shall mean the relevant data protection and privacy laws to which the Parties are subject including but not limited to the GDPR and any subsidiary legislation thereto, as may be amended from time to time; and references to “Data Controller”, “Data Subject”, “Personal Data”, “Process”, “Processed”, “Processing”, “Data Protection Officer” and “Data Processor” shall have the meanings set out in, and
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	will be interpreted in accordance with, such Applicable Laws;
Confidential Information	shall mean any information relating to Personal Data, the Controller's customers, prospective customers, employees and any other data subjects, and all other information relating to the Controller's business affairs including any trade or professional secrets, know-how and any information of a confidential nature imparted by the Controller to the Processor as part of this Data Processing Agreement or coming into existence as a result of their obligations, whether existing in hard copy form, in electronic form or otherwise, and whether disclosed orally or in writing;
Data Breach	A breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed;
Data Protection Officer	shall mean the Data Protection Officer as defined by the GDPR;
GDPR	shall mean Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), as amended from time to time;
Personal Data	shall mean Personal Data as defined by the Applicable Law (i.e. any information relating to an identified or identifiable natural person ("data subject"));
Privacy Authority	means the Office of the Information and Data Protection Commissioner being the relevant supervisory authority with responsibility for privacy and data protection matters in the jurisdiction of the Controller;
Processor	means person who processes Personal Data on behalf of and under the instruction of the Controller;
Process, Processing or Processed	shall mean "Process", "Processing" and "Processed" as defined by the Applicable Law;





Technical and Organisational Security Measures	means the particular security measures required of the Processor, intended to protect the Personal Data as specified in this Data Processing Agreement and as the same may be updated or reissued from time to time by mutual agreement between the Parties in writing.
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2. APPOINTMENT

- 2.1. The Controller hereby appoints the Processor, who accepts, to Process such Personal Data on behalf of the Controller as is strictly necessary to provide the services under the terms of the Principal Agreement.
- 2.2. The Processor shall comply with all Applicable Laws in respect of the performance of its obligations under this Data Processing Agreement and shall not by any act or omission cause the Controller (or any other person) to be in breach of any Applicable Laws.
- 2.3. The Processor shall Process Personal Data in accordance with this Data Processing Agreement and such Processing shall be limited to what is instructed by the Controller and to what is necessary and in terms of the Principal Agreement.
- 2.4. Each Party shall be responsible to apply all the relevant provisions applicable in terms of the Applicable Law.

3. DURATION

This Data Processing Agreement shall remain in force until the Principal Agreement expires or terminates, whichever is the later.

4. OBLIGATIONS & WARRANTIES

PROCESSOR OBLIGATIONS

- 4.1. Insofar as the Processor Processes Personal Data on behalf of the Controller:
 - 4.1.1. It shall only Process such Personal Data upon written instructions by the Controller as set out in this Clause 4 and the Schedule 1 (and such other Processing as agreed between the Parties in writing from time to time), unless the Processor is obliged to process the Personal Data according to the Applicable Law. If so, the Processor shall notify the Controller of such legal obligation before commencing the Processing and shall only Process the Personal Data once the Controller and Processor have agreed in each case that such Processing is in compliance with the Applicable Law. Should the Controller and the Processor be unable to come to an agreement on the Processing of any such Personal Data, the Parties shall jointly choose and appoint an outside legal counsel to opine on the matter. Such legal counsel's opinion shall be final;

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- 4.1.2. it shall only Process such Personal Data for the purposes of providing the Services under the Principal Agreement;
- 4.1.3. it shall Process the Personal Data in accordance with the Applicable law; if the Processor deems an instruction to be in breach of such legislation, the Processor shall promptly inform the Controller and state the reasons for its opinion. Should the Controller and the Processor be unable to come to an agreement on the Processing activity, the Parties shall jointly choose and appoint an outside legal counsel to opine on the matter. Such counsel's legal opinion shall be final;
- 4.1.4. it shall keep Personal Data on behalf of the Controller logically separate to data Processed on behalf of any other third party;
- 4.1.5. upon termination of the Principal Agreement for any cause, any and all Personal Data shall be destroyed or returned to the Controller, as instructed by the Controller, unless legislation or regulation applicable to the Processor prevents it from returning or destroying all or part of the Personal Data;
- 4.1.6. it shall maintain a record of all categories of Processing activities, in electronic and written format, carried out on behalf of the Controller in line with the Applicable Law (the "**Records**"), including but not limited to:
 - 4.1.6.1. the name and contact information of the Processor, Data Subjects, the Data Protection Officer, and, where relevant, the representative of the Processor, if and where available;
 - 4.1.6.2. the categories of Personal Data Processed by the Processor on behalf of the Controller;
 - 4.1.6.3. a description of the technical and organisational security measures undertaken by the Processor in accordance with this Data Processing Agreement and the Applicable Law;
- 4.1.7. it shall, at the request of the Controller, at any time, make available the Records to the Controller;
- 4.1.8. it shall comply any obligations under the Applicable Law;
- 4.1.9. it shall participate in discussions with the Controller or the Privacy Authority and implement any recommendation from the Controller and/ or the Privacy Authority regarding the Processing of Personal Data;
- 4.1.10. unless prohibited by law, it shall immediately inform the Controller if:

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- 4.1.10.1. the Privacy Authority contacts the Processor regarding the Services or the Processing activities covered by this Data Processing Agreement;
- 4.1.10.2. there is a request for the transfer or disclosure of Personal Data to the Privacy Authority or any other public authority;
- 4.1.10.3. there is a request for access, correction, blocking or deletion of Personal Data directly from the data subject or from a third party;

If so, the Processor shall only disclose the Personal Data as indicated in this Clause once the Processor and Controller have agreed in each case that such disclosure is in compliance with the Applicable Law. Should the Controller and the Processor be unable to come to an agreement on the disclosure of any such Personal Data, the Parties shall jointly choose and appoint an outside legal counsel to opine on the matter. Such legal counsel's opinion shall be final;

- 4.1.11. it shall co-operate with and promptly assist the Controller, if there is a request from the data subject for access, correction, blocking or deletion of Personal Data Processed by the Processor according to this Data Processing Agreement;
- 4.1.12. it shall not Process any Personal Data for its own gain;
- 4.1.13. it shall provide assistance to the Controller in relation to Data Subject requests and any exercise by individuals of their rights under the Applicable Law;
- 4.1.14. it shall maintain adequate and up-to-date records of the Controller's instructions;
- 4.1.15. it shall not disclose or otherwise transfer any Personal Data to any third party without prior written authorisation of the Controller;
- 4.1.16. it shall co-operate with the Controller, and shall co-operate, in good faith with the Privacy Authority to execute any agreements, notifications, application forms or documents required or any other obligation in the Applicable Law, in order to permit the Controller to effect any necessary notifications to the Privacy Authority or to adhere to any other obligation in the Applicable Laws, or to obtain and maintain any necessary approvals required in the Applicable Laws to enable the Processing of Personal Data in connection with the services under the Principal Agreement;
- 4.1.17. the Processing carried out under or in connection with this Data Processing Agreement shall either:
 - 4.1.17.1. be carried out in the context of the activities of one or more establishments of the Processor;

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- 4.1.17.1.1. in the territory of a country in the European Economic Area ("EEA") (or, if the Processing is to be carried out in more than one establishment, then each of which shall be established in the territory of a country in the EEA);
 - 4.1.17.1.2. in the territory of one of the approved third countries designated from time to time by the European Commission; or
 - 4.1.17.2. be carried out in a non EU/EEA territory other than as described in Clause 4.1.17.1.2 provided that the conditions in Clause 7 of this Data Processing Agreement are satisfied.
- 4.2. The Processor shall implement and maintain appropriate and sufficient technical and organisational measures ("TOMS") to protect such Personal Data or information against unauthorised, accidental or unlawful destruction or loss, damage, alteration, unauthorised disclosure or access to Personal Data stored or otherwise Processed, to ensure compliance with the Applicable Law. Protective measures shall include, but not be limited to, the use of state-of-the-art software, computer and encryptions methods as well as the use of adequate access controls, password procedures, automatic blocking, case specific authorisation concepts, logging and documentation of processes and the implementation of a data security concept.
- 4.3. In order to ensure that the Controller's instructions in respect of any Personal Data can be carried out as required under Clause 4.1, the Processor shall define and implement appropriate and sufficient processes and any associated TOMs that will ensure that the Controller's reasonable instructions can be complied with, including but not limited to the following:
 - 4.3.1. provide such information and cooperation and take such action as the Controller lawfully requests in relation to each request by Data Subjects to the Controller, or any exercise of data subject rights, in respect of their Personal Data;
 - 4.3.2. provision of appropriate interfaces or support for other processes of the Controller to ensure that information is provided to Data Subjects as required by Applicable Law;
 - 4.3.3. updating, deletion, amending or correcting the Personal Data of any Data Subject upon request of the Controller;
 - 4.3.4. cancelling or blocking access to any Personal Data upon receipt of instructions from the Controller;
 - 4.3.5. the flagging of Personal Data files or accounts to enable the Controller to apply particular rules to a Data Subject's Personal Data, such as the suppression of marketing activity;

- 4.3.6. provide such information, co-operation and other assistance to the Controller as the Controller lawfully requires (taking into account the nature of Processing and the information available to the Processor) with respect to prior consultation with the Privacy Authority regarding high risk Processing; and
- 4.3.7. the deletion of temporary files containing Personal Data.
- 4.4. Notwithstanding Clause 4.2 and 4.3, the Processor shall comply with the following and shall not be deemed to be in default or breach of this Data Processing Agreement in so doing:
 - 4.4.1. any security requirements expressly required by the Applicable Law; and
 - 4.4.2. any other obligations arising by reason of it being a licensed and regulated entity.

CONTROLLER WARRANTIES

- 4.5. The Controller warrants and represents in favour of the Processor that all data, which it requests the Processor to Process pursuant to this Data Processing Agreement, has been collected, and where applicable Processed, by the Controller:
 - 4.5.1. in accordance with the Applicable Law; and
 - 4.5.2. after having obtained from the Data Subject all necessary consents and authorisations of the Data Subject(s), required in terms of the Applicable Law, to enable the Processor to adhere to all its statutory obligations relating to its licences, including inter alia the obligation to make disclosures to its regulating entity and to retain records available for inspection, in accordance with appropriate security and TOMS.

5. SUB-PROCESSORS

- 5.1. The Processor shall not subcontract any of its processing operations performed on behalf of the Controller without the prior written authorisation of the Controller.
- 5.2. The Processor shall enter into a written sub-processing agreement with the Sub-Processor and shall ensure that the Sub-Processor shall accept the data protection obligations which are substantially the same as those undertaken by Processor under this Data Processing Agreement.
- 5.3. The Processor will remain liable towards the Controller for any acts and omissions of the Sub-Processor in relation to Personal Data.

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6. INFORMATION SECURITY BREACH AND DATA BREACH

- 6.1. Taking into account the nature of Processing and the information available to the Processor, the Processor shall inform the Controller, in writing and without undue delay from the moment that the Processor becomes aware of any actual or suspected breach of security, including but not limited to, unauthorised, accidental or unlawful destruction or loss, damage, alteration, unauthorised disclosure or access to Personal Data stored or otherwise Processed, and against any and all other unlawful forms of Processing, to ensure compliance with the Applicable Law ("Data Breach Notice").
- 6.2. The Processor shall, without undue delay from the Data Breach Notice, provide the Controller with a written report on any and all information necessary for compliance with data breach notifications to the Privacy Authority and data subjects in accordance with the Applicable Law ("Data Breach Report"), or any other supervisory body or authority, including but not limited to:
 - 6.2.1. a description of the nature of the Data Breach including, the categories and approximate number of data subjects concerned, and the categories and approximate number of personal data records concerned;
 - 6.2.2. a communication of the name and contact details of the Data Protection Officer of the Processor or other contact point where more information can be obtained;
 - 6.2.3. a description of the likely consequences of the Data Breach;
 - 6.2.4. a description of the measures taken or proposed to be taken by the Processor to address the Data Breach, including measures to mitigate its possible adverse effects;
 - 6.2.5. a description of the initiatives undertaken or to be undertaken by the Processor to safeguard against future security Data Breaches.
- 6.3. Where the Processor fails to provide the Data Breach Notice or the Data Breach Report without undue delay, the Processor shall provide reasons in writing to the Controller for the delay.

7. TRANSFER OF DATA

- 7.1 The Parties agree that should there be any transfer of Personal Data to processors outside the EU/EEA then the standard contractual clauses established by Regulation (EU) 2016/679 on standard contractual clauses for the transfer of personal data to processors established in third countries shall be entered into by the Parties as an Addendum to this Data Processing Agreement.

8. AUDIT

- 8.1. Upon reasonable advance written notice, the Processor shall grant the Controller, its sub-contractors and contractors, and the Privacy Authority, such

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access to its facilities, systems, premises, computer and other information systems and records, and full details of the nature and delivery of the Services (as defined in the Principal Agreement) and the Processing, as may be lawfully required by the Controller for the purpose of demonstrating compliance by the Processor and the Controller with their respective obligations under Applicable Laws.

- 8.2. At the Controller's written request, the Processor shall give the Controller or its mandated auditor sufficient information for the Controller's monitoring and documentation of the Processor's implementation of the necessary TOMs.
- 8.3. At the Controller's written request, the Processor shall provide the Controller or its mandated auditor with the most recent certifications or summary audit report(s), which the Processor has procured to regularly test, assess and evaluate the effectiveness of the TOMs.
- 8.4. The Processor shall reasonably cooperate with the Controller by providing available additional information concerning the TOMs, to help the Processor better understand such TOMs.
- 8.5. If further information is needed by the Controller to comply with its own or other Controllers audit obligations or a competent Privacy Authority's request, the Controller shall inform the Processor in writing to enable the Processor to provide such information or to grant the Controller access to it.
- 8.6. To the extent it is not possible to otherwise satisfy an audit obligation mandated by Applicable Laws, only legally mandated entities (such as a governmental regulatory agency having oversight of the Controller's operations), the Controller or its mandated auditor may conduct an onsite visit of the facilities used to provide the Service (as defined in the Principal Agreement), during normal business hours and only in a manner that causes minimal disruption to the Processor's business, subject to coordinating the timing of such visit and in such a manner so as to reduce any risk to the Processor's other customers.

9. INDEMNIFICATION

- 9.1. The Processor's liability for damages as a result of this Agreement is subject to the same limitations of liability as set forth in the Principal Agreement, which shall apply equally to this Data Processing Agreement. In case of multiple claims for damages under this and the Principal Agreement, such liability shall be cumulative in relation to the maximum liability between this Data Processing Agreement and the Principal Agreement.

10. CONFIDENTIALITY

- 10.1. The Processor shall ensure that all Confidential Information disclosed to it by the Controller under this Agreement or which may at any time during the term of this Agreement come into the Processor's knowledge, possession or control as a result of this Agreement, shall be kept secret and confidential and shall not be used for any purposes other than those required or permitted by this

Agreement and shall not be disclosed to any third party without the consent of the Controller, to the extent permitted by law. Provided that, the Processor shall not be deemed to be in default or breach of this Clause if Confidential Information is disclosed by the Processor in the process of it adhering to its obligations arising by reason of it being a licensed and regulated entity.

- 10.2. The Processor, its principals, agents, contractors, employees or the Controller are only entitled to Process Confidential Information in the performance of this Agreement.
- 10.3. The Processor shall procure that its principals, agents, contractors, employees are made aware of and agree to comply with the obligations contained in this Data Processing Agreement regarding the Personal Data, the Processing for the purposes of rendering the services under the Principal Agreement, and this confidentiality Clause, and the Processor shall take all reasonable steps to ensure that its principals, agents, contractors, employees to whom the Personal Data is made available, shall comply with such obligations in carrying out the services under the Principal Agreement.
- 10.4. For the performance of the obligations in relation to this Agreement, the Processor shall only appoint such principals, agents, contractors, employees who are informed about all relevant data privacy obligations and instructed to comply with confidentiality of the Confidential Information prior to performing their duties.
- 10.5. The Processor shall regularly train its employees to comply with their data protection and contractual obligations incumbent on the Processor in this Agreement and in the Applicable Law.
- 10.6. This Clause shall survive termination of this Agreement.

11. WAIVER

- 11.1. Any failure by either Party in exercising any right power or privilege in this Data Processing Agreement, will not act as a waiver nor will any single or partial exercise of such right, power or privilege preclude any further exercise of any rights, power or privilege.

12. SEVERABILITY

- 12.1. If all or any part of any provision of this Data Processing Agreement shall be or become illegal, invalid or unenforceable, that shall not affect the legality, validity, or enforceability of the remainder of that provision or all other provisions of this Data Processing Agreement.

13. VARIATION

- 13.1. No variation of this Data Processing Agreement or of any document referred to in it shall be valid unless it is in writing and signed by both Parties.

DS
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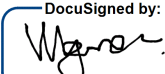
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[Signature]

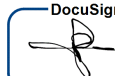
[Signature]

14. LAW

This Data Processing Agreement shall be governed by and construed in accordance with the GDPR.

SIGNED on behalf of NOLIMIT CITY SERVICES LIMITED

<i>Date</i> 17/04/24	<i>City</i> Douglas, Isle of Man
<i>Signature</i>  DocuSigned by: Karen Jones, Director 49860DA1171A48B...	

<i>Date</i> 17/04/24	<i>City</i> Douglas, Isle of Man
<i>Signature</i>  DocuSigned by: Richard MacNee, Director 6000D04E27B54DD...	

SIGNED on behalf of PLAYDOM B.V.

<i>Date</i> 08.04.2024	<i>City</i> Willemstad, Curacao
<i>Signature</i>  Gouloud Mercedes Hammoud, managing director of G-Force Corporate Services B.V.; Statutory director for and on behalf of Global Related Services B.V.; Statutory Director for and on behalf of PlayDOM B.V.	

SCHEDULE 1

Details of Processing of Personal Data

Description of types of Personal Data being Processed	IP address, location data, username ID, game/financial transactions related to the casino services
Description of categories of Data Subjects whose data is being Processed	Players of the Games.
Purpose of the data Processing	Fulfilling obligations under the Principal Agreement and for compliance with applicable laws, statutes, ordinances and regulations of those jurisdictions that apply to the activities of the Principal Agreement.
Description of the types of data Processing involved	Storage, recording, reporting.
Duration of Processing	For the duration of the Principal Agreement between the Parties and for any further period for which Personal Data shall be required to be processed or retained in accordance with any legislative or regulatory requirements.

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