



B2B ACCREDITATION ("B2B") AGREEMENT BETWEEN ACCREDITOR AND ACCREDITEE

This agreement and its annexes (hereinafter: the "B2B Agreement" and the: "Annexes") is made by and between:

(1) Cyberluck Curaçao N.V., tradename: ("Curaçao eGaming" or "CEG") a public limited company, incorporated on March 15th, 1996 in Curaçao, statutory address Pareraweg 45, Curaçao, a provider of Business to Business Services ("B2B Services"), represented by its statutory director Mrs. Angelique M.E. Snel-Guttenberg;

hereinafter referred to as "CEG", or the: "Accreditor"; and

(2) Hub88 International B.V., a private limited company, incorporated on October 12, 2018 in Curaçao, registration number 148275, statutory address Schout Bij Nacht Doormanweg 40, a provider of Business to Business Services ("B2B Services"), represented by its statutory director, E-Magnus N.V., a public limited company, incorporated on March 4, 2016 in Curaçao, registration number 139135, statutory address Schout Bij Nacht Doormanweg 40, represented by its statutory director, Andrea Maria Engelhardt;

hereinafter referred to as: the "Accreditee" and the Accreditor and Accreditee jointly referred to as: the "Parties";

(a) WHEREAS, the Accreditor has been granted a renewable license (the: "Grant") by the Governor of Curaçao to render Customer Services to Curaçao non-residents via its Websites as meant in article 1, section 1 of the Ordinance P.B. 1993, 63 (hereinafter: the "Ordinance", the said services hereinafter referred to as: the: "B2C Services", the said providers hereinafter referred to as: the "IP-Operators", the said non-residents hereinafter referred to as: the: "End Users");

(b) WHEREAS, it is precluded by the Government of Curacao to receive any income derived from the activities as defined under Recital (a) within the jurisdiction of Curaçao via any means including however not limited to the use of a local bank account within the Curaçao jurisdiction for the purpose as defined in Recital (a);

(c) WHEREAS, CEG for the reasons as defined under Recital (b) has refrained from offering B2C Services and has opted to offer B2B Services to IP-Operators instead;

(d) WHEREAS, with reference to the memorandum of the government of Curaçao with reference 2018/042408+2018/037925, referenced as Dutch parliamentary enclosure 24.557, nr. 151, published to date February 5, 2019, allows CEG to as grantor (the: "Grantor") enforce the Grant by means of conditionally providing exploitation under the Grant on a non-exclusive basis to the IP-Operator, another party that has its corporate seat within the insular territory of Curaçao (the: "Grantee") as defined under Recital (a);

(e) WHEREAS, the said conditions include a pledge of the IP-Operator to provide the Grantor with any information (hereinafter: "Non-Personal Data") that is required for the Grantor to verify via the processing of the Non-Personal Data ("Data Processing") if the IP-Operator is in full compliance with legislation, regulations and is honoring its agreements with Third Parties that are not End Users, such as however not limited to Game Providers and Payment Service Providers;

(f) WHEREAS, the Accreditee does not hold a license as defined in Recital (a);

(g) WHEREAS, the Accreditee renders specific, critical Business to Business Services ("B2B Services") to IP-Operators, referenced in Annex 1, other than the B2B Service as meant under Recitals (c), (d) and (e), which are excluded B2B Services are rendered exclusively by Grantors such as CEG as defined under Recital (a);

(h) WHEREAS, the Accreditee is required to comply with all international rules regarding Anti Money Laundering ("AML"), such as however not limited to the Directive (EU) 2018/843 of the European Parliament and of the Council of 30 May 2018 amending Directive (EU) 2015/849 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing, and amending Directives 2009/138/EC and 2013/36/EU (hereinafter: the "Fifth Anti Money Laundering Directive" or: "5AMLD");

(i) WHEREAS, the Accreditee has expressed the desire to avail itself of an accreditation by the



Accreditor that recognizes the Accreditee as a party that renders the specific B2B Services as defined by the Accreditor in Annex 1, (the: "Accreditation") in compliance with its standards of good industry practice (hereinafter: "Good Industry Practice");

(j) WHEREAS, the Accreditor has expressed its willingness to recognize the Accreditee, as defined in Recital (i);

(k) WHEREAS, the Accreditee recognizes that the Accreditation does not, in any way, shape or form, allow the Accreditee to offer B2C Services as defined in Recital (a)

(l) WHEREAS, Parties agree that the Accreditee has the obligation to arrange measures aimed at safeguarding the interests of End Users, such as however not limited to the implementation of the standards (the: "Standards") of responsible gaming as defined in the Code of Conduct Responsible Gaming 2022 ("CCRG 2022");

(m) WHEREAS, the relationship between Parties shall be governed by the selected articles as defined in Article 1.1. of the B2B Agreement of the general terms and conditions of the Accreditor (hereinafter: the "General Terms and Conditions") with reference to Annex 2.

NOW THEREFORE, the relationship between Parties shall be governed by the articles (hereinafter: the "Articles") as set out in the B2B Agreement.

Article 1: General Terms and Conditions, Annexes and Defined Terms

1.1. To the B2B Agreement shall apply the selected articles of the General Terms and Conditions of the Accreditor, attached as Annex 2, for which purpose the rights and obligations for operators as defined in the said articles, shall also apply to the Accreditee and for which purpose "Aggregator" shall read as: the Accreditor: article 1, articles 2.2., 2.3., 2.4., 2.5., 2.7., 2.9., 2.10., 2.11., 2.12., 2.13, 2.14, article 3.6., article 4, article 5.

1.2. Unless the context otherwise requires, the defined terms (hereinafter: "Defined Terms" or: "Terms") as referenced in article 1 of the General Terms and Conditions as included in Annex 2, shall have the respective meanings for the purposes of the B2B Agreement, as specified in the General Terms and Conditions, such meanings to be equally applicable to the singular and plural forms of the Defined Terms.

1.3. The General Terms and Conditions may be updated by the Accreditor and shall then replace the former version, provided that the Accreditee has been notified in writing or via email and the update has been made available on the website of the Accreditor. The Accreditor is under no obligation to resend the updated version in full, as it shall be made publicly available.

1.4. A list of the Domains, aliases ("Aliases") and Websites, used to offer the B2B Services, has been attached to the Agreement as Annex 1. The list shall specifically include any of the said information regarding arrangements for mobile devices.

1.5. An overview of special requirements of arrangements between parties is included in Annex 1.

1.6. The Annexes form an integral and essential part of the Agreement. The Agreement to which all of the Annexes have not been attached and furthermore have not been initialized by the Parties with the undersigning of the Agreement, shall remain null and void.

1.7. Any forms, templates and notifications used to register factual details between Parties on Policies, Incidents, Reporting, options, events shall be signed by the Parties and properly filed by the Accreditor, that shall keep a register of all said details that have been arranged by the Parties, deriving from the Agreement.

Article 2: Commencement and Termination

2.1. The B2B Agreement takes effect after approval in writing by the Parties and is entered into for a period of one (1) year after such given approval. With the exception of prior and timely notice of termination, its duration is extended with the same period each year.

2.2. Each Party may terminate the B2B Agreement at any time with a prior written notice that has to be received by the other Party, at the latest three (3) Calendar Months before the current period lapses.

2.3. If the B2B Agreement is terminated by the Accreditor due to a Material Breach, it may publicly notify Third Parties of such termination.

2.4. Any fees paid by the Accreditee shall be non-refundable.



Article 3: Liabilities and Indemnification

3.1. The Accreditee commits, any existing indemnifications notwithstanding, to hold harmless and fully indemnify the Accreditor against any costs, claims, damages, penalties and regulatory Infringements including however not limited to infringements of Intellectual Property Rights ("IPRs") of Third Parties. This includes any liabilities in connection with any agreements that already exist with Third parties prior to any agreement with the Accreditor.

3.2. Notwithstanding anything to the contrary as referenced in Article 3.1., the Accreditee shall also hold harmless and shall fully indemnify any legal entities, officers and agents as well as natural individuals that are acting, directly or indirectly, in an official capacity on behalf of the Accreditor.

3.3. With reference to this Article, the Accreditee shall provide full and immediate adequate compensation for any foreseeable cost, disbursement, legal fees, investigation fee, bailiff fees, court fees or other related fees, loss of income, damage or otherwise.

3.4. Notwithstanding anything to the contrary as referenced in the B2B Agreement, the Accreditor shall never be held liable by the Accreditee for any affairs regarding the rendering of any services by the Accreditee.

3.5. The Accreditor can never be held liable for any shortcomings that have already existed prior to the undersigning of the B2B Agreement.

3.6. Notwithstanding anything to the contrary as referenced in the Articles, liability of the Accreditor shall never exceed the amount of fifty thousand Euro and can potentially only exist in the event of gross negligence committed by the Accreditor.

3.7. Notwithstanding anything to the contrary as referenced in the Articles, the Accreditee has the obligation to direct a notification in writing of any shortcomings in the fulfilment of its duties of the Accreditor within a statutory time limit of one (1) year after such shortcomings have been or could be reasonably noted by the notifying Party. Failure to do so will forfeit any claims against the Accreditor.

3.8. The Accreditor shall, without accepting any additional liability, always be allowed to correct, amend, and upkeep any tasks he deems necessary that have been left unfulfilled or have not been timely attended to. In such an event, the Accreditor may contract any Third Party on behalf of the Accreditee to do so. The additional efforts of the Accreditor as well as contracted Third Parties shall always be billable to the Accreditee.

Article 4: Confidentiality and Non-Disclosure

4.1. Without the prior approval in writing of Parties, no Party shall disclose, neither direct or indirect, to any Third Party any confidential information such as however not limited to IPRs, statistics, projections, strategies, taxation, and finance to third parties.

4.2. The obligations referred to in this article shall remain in force, even after the termination of any relevant agreements.

4.3. In exception of the obligation as defined in Article 4.1., the Accreditor may without prior approval disclose information, if it is required to do so by legislation, by court order, by agreements it has committed to, by other agreements between Third Parties, and, or, in the event of any Material Breach.

Article 5: Jurisdiction and Choice of Forum

5.1. The Agreement is governed by and construed in accordance with the Laws of Curaçao.

5.2. In the event of any dispute, controversy or claim between Parties regarding any matter, including the B2B Agreement, the Parties expressly and without reservation agree, unless mutually decided otherwise on an exclusive referral to binding Arbitration with arbitral award in accordance with articles 1020 and 1021 on the Civil Code on Legal Procedures of Curaçao ("RV").

5.3. This article does not govern Accreditor's right to obtain indemnification from the Accreditee in any third-party claim proceeding in such legal proceeding before a court of law.

Article 6: Miscellaneous



6.1. Any delay or forbearance by the Accreditor in exercising any right, shall not constitute a waiver of such right.

6.2. Titles, explanations, introductions referenced in the B2B Agreement shall have no legal meaning and are for explanatory purpose only.

6.3. If one or more provisions of the Agreement or the selected articles of the General Terms and Conditions as meant in Article 1.1. are found to be wholly or partially, illegal, unreasonable, void, invalid or unenforceable, Parties shall then commit to replacing these provisions by provisions that are closest to the meaning of those provisions that are to be replaced and which in wordings and set-up deviate as little as possible from the invalid provisions. All other provisions shall remain in force.

6.4. The B2B Agreement shall replace any prior agreements between Parties regarding the arrangements of services, such as, however not limited to verification by Heartbeat Seal.

CHAPTER A: Technical Requirements (B2B)

Article A.1.: Monitoring, Testing and Reporting

A.1.1. The Accreditor shall on a frequent periodical basis, the frequency to be determined by the Accreditor, monitor, and test the B2B Services, as referenced in Annex 1, offered by the Accreditee to IP-Operators, for the purpose as referenced in Recital (i) and in which the mandatory and optional elements shall be clearly listed as well as the pricing and additional terms of service. The Accreditor shall establish whether the B2B services rendered by the Accreditee are in alignment with the Standards as well as the CCRG 2022.

A.1.2. For the purposes as referenced in Article A.2.1., the Accreditee shall provide all Non-Personal Data as referenced in recital (e) that the Accreditor deems necessary for the execution of its tasks, to be determined at the sole discretion of the Accreditor and within a reasonable time, such as however not limited to:

- (i) an overview of used Hardware and Software, including proof of licensing;
- (ii) key figures on disputes between the Accreditee and Third Parties, including however not limited to complaints against the Accreditee;
- (iii) actual overviews of:
 - (a) website verification seal (hereinafter: the "Heartbeat Seal") displays;
 - (b) operational Aliases;
 - (c) Disaster Recovery Procedures;
- (iv) results on testing methodologies as meant in Article A.1.1.;
- (v) any Incidents.

A.1.3. Notwithstanding anything to the contrary as referenced in other Articles of this Article, the Accreditee shall always remain solely responsible for the appropriate offering of B2B Services to IP-Operators.

A.1.4. The Accreditee is obliged to timely and in full pay any fees due. The Accreditee shall never be entitled to any special circumstances, allowing for delay or refund of the said payment.

A.1.5. The Accreditor shall be allowed to hire a Third Party to assist in the execution of its tasks pertaining to monitoring, testing and reporting, as referenced in Annex 1, provided that:

- (i) the said assistance is relevant for compliance purposes;
- (ii) a proper service agreement including a pledge of non-disclosure agreement is in place; and
- (iii) the Third Party is of a good standing.

A.1.6. The Accreditee is obliged to immediately however not later than one Business Day report to the Accreditor in any of the following events:

- (a) the Accreditee has been liquidated or adjudicated bankrupt or has been granted a moratorium of payments or has made any arrangement or composition with its or his creditors, or any of such event have become imminent;
- (b) any Change of Control with the Accreditee that has remained unreported;
- (c) any Key Individual is indicted or convicted of any criminal offense or has been indicted or convicted in the past, not exceeding a statutory limit of ten (10) years prior to the undersigning of the B2B Agreement;



(d) a Material Breach transpires that has remained unreported and, or unresolved;
(e) the Accreditee has not rendered the accredited B2B Services for ninety (90) consecutive Calendar Days.

Article A.2.: Website Display, Requirements and Prohibitions | *This article explains what is allowed, required and/or prohibited to display. No Websites are allowed without a properly formatted Heartbeat Seal of the Accreditor.*

A.2.1. Provided the Accreditee meets all qualifications as they derive from the B2B Agreement, the Accreditor shall provide the Accreditee with the Heartbeat seal as proof to Third Parties that the Accreditee complies with the Standards and the CCRG 2022.

A.2.2. The Accreditee is required to display the Heartbeat Seal on the Websites according to the instructions of the Accreditor. No images of the Heartbeat Seal may be copied and pasted on the Websites. The Heartbeat Seal needs to be always fully visual on the Websites. No methods whatsoever may be used to hide the Heartbeat Seal partially or even fully. Failure to properly display the Heartbeat Seal shall always constitute a Material Breach.

A.2.3. The Accreditee is required to always include separate and individual links in the Footer of its Websites to information on its policies.

A.2.4. Information in the Footer as referenced in Article A.2.3. is mandatory regarding the following categories: (1) Responsible Gaming; (2) AML.

A.2.5. Notwithstanding anything to the contrary as referenced in other Articles in this Article, the Footer needs to include the full name of the Accreditee, its statutory address and its Registration Number as listed in the Commercial Register with the Chamber of Commerce & Industry of the country where it is located, as well as the contact address and email address designated to communication with third parties.

A.2.6. Notwithstanding anything to the contrary as referenced in other Articles in this Article, it is not allowed to display any references, such as however not limited to names, logos, icons, projects, seals, programs, Software, payment solutions and projects of Third Parties without a valid agreement between Third Parties and the Accreditee that allows the Accreditee to legally display the said information.

A.2.7. The Accreditee is not allowed to offer any B2C Services.

A.2.8. Notwithstanding anything to the contrary as referenced in other Articles in this Article, the Accreditor may always instruct the Accreditee to amend and or to include any information displayed on the Websites.

Article A.3.: Rules and Regulations pertaining to the offering of B2B Services | *This article defines rules and regulations pertaining to the offering of B2B Services*

A.3.1. The Accreditee is not allowed to offer B2B Services to any person that is residing in a Territory if this has been prohibited by any agreement with Third Parties, such as, however not limited to Payment Processors and Game Providers. It is the sole responsibility of the Accreditee to be aware of any limitations deriving from the said prohibitions to its B2B Services.

A.3.2. The Accreditee shall always observe national as well as international rules and regulations pertaining to its B2B Services, for which the Accreditee is solely responsible.

A.3.3. The Accreditee is required to Report any notification of any Regulator stating that the Accreditee has not observed rules and regulations pertaining to its B2B Services. within one Business Day after the said notification has been received. Failure to do so or timely do so shall result in a Material Breach of the Agreement.

A.3.4. Notwithstanding anything to the contrary as referenced in other Articles in this Article, the use of Aliases is at any time subject to approval of the Accreditor.

A.3.5. The Accreditor shall arrange for any measures necessary, costs to be borne by the Accreditee, if the Accreditee is found to be in breach of compliance with any requirement, as meant in this Article.

Article A.4.: Infrastructure and Disaster Recovery | *The Accreditee is required to take care of its technical Infrastructure (if the type of service requires one) and is furthermore required to have sufficient redundancy measures in place.*



A.4.1. Parties agree that the Accreditee shall be solely responsible for any issues pertaining to its technical infrastructure, in connection with its B2B Services.

A.4.2. The Accreditee is obliged to provide the Accreditor with an actual overview of its technical Infrastructure and keep such overview always updated.

A.4.3. The overview as referenced in Article A.4.2. should reflect that the B2B Services meet the standards of Good Industry Practice, such as, however not limited to adequate backup as well as disaster recovery (hereinafter: "Disaster Recovery") procedures. The Accreditor may furthermore instruct the Accreditee to include specific information in the said overview.

A.4.4. The Accreditee is required to within one (1) Business Day notify the Accreditor if an event transpires that is not in line with Good Industry Practice as meant in Article A.4.3. and furthermore, has the potential to disrupt operational processes of IP-Operators, such as, however not limited to the misuse or unauthorized use of software, or any breach of regulations aimed at the protection of Personal Data.

A.4.5. The Accreditor has the option to, always, Audit the technical infrastructure of the Accreditee if it finds indications that the Accreditee is not in compliance with the requirements as referenced in Article A.4.2. Costs of the said Audit shall be borne by the Accreditee.

Article A.5.: Suspension and Compliance Notifications | Pending breaches of Compliance, the Accreditor has the option to in part or in full suspend the Accreditee for a limited period of time or indefinitely. The Accreditor may opt to combine such Suspension with a warning to relevant partners in the Gaming Industry.

A.5.1. The Accreditor may, free from any liabilities, Suspend any Heartbeat Seals in connection with the Accreditee or any other Heartbeat Seals of Websites in connection within the Concern that the Accreditee belongs to, such as however not limited to Subsidiaries, as early as ten (10) Business Days after the Accreditee has been notified by the Accreditor, that it:

(i) has failed to timely pay its Service Package Fees and is ten (10) Business Days or more overdue after having received notification of the Accreditor; and, or

(ii) has not properly and timely reacted to requests for Key Information, such as however not limited to technical or financial information as well as any Non-Personal Data that the Accreditor deems relevant.

A.5.2. In the event of a Suspension as meant in Article A.5.1. is executed, the Accreditor shall inform the Accreditee the moment that the Suspension has been executed as well as the moment that the Suspension has been lifted.

A.5.3. The Accreditor shall provide the Accreditee with a last notification that it has the intention to Suspend, at least two (2) Business Days prior to execution of the Suspension.

A.5.4. Notwithstanding anything to the contrary as referenced in other Articles in this Article, the Accreditor may Suspend at any time with immediate effect, without the requirement to notify as meant in Article A.5.3., or observance of any notice period, free from any liabilities, if:

(a) the Accreditee has been liquidated or adjudicated bankrupt or has been granted a moratorium of payments against its creditors;

(b) a Change of Control takes place that has not been notified to the Accreditor within two (2) Business Days;

(c) any Key Individual is indicted or convicted of any criminal offense or has been indicted or convicted in the past, not exceeding a statutory limit of ten (10) years prior to the undersigning of the Agreement, including failure to disclose such events at the time Parties entered into the Agreement;

(d) a Material Breach transpires that has remained unreported;

(e) the Accreditee is not represented by a board of directors, or management is unauthorized or unlicensed;

(f) manipulation of any kind of the Heartbeat Seal

(g) the Accreditee has committed any kind of fraud towards the Accreditor or any Third Party;

(h) the Accreditee has not rendered B2B Services for 90 (ninety) consecutive Calendar Days.

A.5.5. If it is established that the Accreditee or any of its Key Individuals have willingly, deliberately been involved in the manipulation as meant in Article A.5.4. (f), the Accreditor may, per individual event, impose a penalty to the Accreditee, immediately collectable and not subject to judicial moderation, of ten thousand (€ 10,000) euro, notwithstanding the right of the Accreditor to claim compensation for damages caused.



A.5.6. Within two (2) Business Days after the Suspension has commenced, the Accreditor shall have the obligation to send out a Compliance Notification to the Gaming Industry. Furthermore, the Accreditor may opt to add the Compliance Notification to a Public Record, combined with additional information regarding the Compliance Notification.

A.5.7. The Compliance Notification shall include the reason for Suspension, a qualification of the gravity of the reason to Suspend, information on any imposed penalties, as well as information of the Key Individuals of the Accredee and the Concern it belongs to. The information may include, however is not limited to, referrals to public information of the Key Individual, his connection to the Accredee and, or Concern, involvement of the Key Individual in the cause of the events that have led to the Suspension, as well as contact details.

A.5.8. Once the Accreditor has sent out the Compliance Notification, it is required to keep the Gaming Industry updated by sending out another Compliance Notification if the status of the Suspension has changed, explaining the reason for such change, adding such notification to the Public Record.

A.5.9. Any Suspension in accordance with this Article shall be deemed a Material Breach for the purpose of the B2B Agreement.

A.5.10. The Accredee that has not rendered B2B Services for ninety consecutive Calendar Days, shall be in Material Breach.

CHAPTER B: Policies relating to IP-Operator Care (B2B)

Article B.1.: Responsible Gaming, Code of Conduct | *The B2B Services should be in line with international Standards of Good Industry Practice. The Accredee as the one dealing with the IP-Operator directly, shall be responsible for the proper execution of the said policies.*

B.1.1. The Accredee commits to having adequate measures in place to comply with the Standards;

B.1.2. The Accredee commits to the CCRG 2022.

Article B.2.: Communicating with the IP-Operator | *Any communications with the IP-Operator should be handled by the Accredee in a professional manner. The Accreditor shall only intervene if it finds that the said communications have not been in line with set policies.*

B.2.1. Parties agree that the Accredee is solely responsible for the handling of communication with the IP-Operator, including however not limited to complaints filed against the Accredee by or on behalf of IP-Operators or other Third Parties.

B.2.2. Complaints as meant in Article B.2.1. should be addressed properly, timely and in accordance with the Standard of Good Industry Practice, at the latest fourteen Business Days after said Complaints have been filed.

B.2.3. The Accredee is obliged to have a procedure in place that allows for the proper escalation, reporting and registration in the handling of complaints as meant in article B.2.1., including however not limited to directions available to Third Parties on how to file a complaint. The said Procedure needs to be accessible by the Accredee via a link on the website. The Accredee is furthermore required to include the said Procedure in its Terms of Service.

Article B.3.: Terms of Service | *The Accredee is required to hold proper Terms of Service*

B.3.1. The Accredee is required to draft Terms of Service, that shall include the information as referenced in Article A.2.4.

B.3.2. The Accredee is required to properly reference to the Terms of Service in any agreement with another party under the notification that the Terms of Service shall apply to all the B2B services.

B.3.3. The Accredee shall notify the Accreditor within ten Business Days after any change in the Terms of Service has been made.

B.3.4. Manipulation of the Terms of Service of Accredee, including however not limited to including temporary changes in the event of disputes, shall constitute a Material Breach.

Article B.4.: Disputes between Accredee, IP-Operator and other Third Parties | *Disputes should be handled in a professional manner. The Accredee should expeditiously take care of any properly filed*



complaints. The complaining third party should bring any information forward as soon as possible, as this would be in the interest of all parties involved. The Accreditor shall intervene if it finds that the set-out policies are not being followed.

B.4.1. The Accreditee is obliged to include in its Terms of Service, the obligation of third parties to properly and timely notify, as a complaint, the Accreditee within thirty Calendar Days after the event pertaining to the complaint has transpired.

B.4.2. The Accreditee has the option to propose to any Third Party to resolve a complaint by means of Mediation, which process shall be non-binding and voluntary.

B.4.3. The Accreditee properly and timely notify the Accreditor if a complaint as referenced in Articles B.4.1. and B.4.2. has not been handled in line with the Standards of Good Industry Practice. This shall always include complaints by any Third Party that have not been resolved after fourteen Business Days.

B.4.4. Notwithstanding anything to the contrary as referenced in Articles B.4.1. and B.4.2., the Accreditee is obliged to include in its Terms of Service, an exclusive referral of any unresolved disputes to binding Arbitration, that shall as an exclusive forum resolve the matter by Arbitration Judgment.

B.4.5. The Accreditee shall be allowed to opt for any forum of Arbitration as meant in Article B.4.4., under the condition that meets the following cumulative qualifications:

- (a) the arbitral tribunal has been established by national law of the nation in which it resides;
- (b) the arbitral tribunal resides within any of the member states of the EU or the United Kingdom;
- (c) arbitral procedures have not been flagged by any regulatory body of the EU as partial and, or substandard;
- (d) the place of arbitration shall be within the EU or the United Kingdom;
- (e) arbitral proceedings shall be held in the English language; and
- (f) the Accreditor has approved the said mandatory reference.

B.4.6. The Accreditee is obligated to register its choice of mandatory reference with the Accreditor as soon as the B2B Agreement has entered into force.

B.4.7. Notwithstanding anything to the contrary as referenced in Articles B.4.1., B.4.2. and B.4.5., the Accreditee is obliged to include in its Terms of Service, the obligation of the other party to initiate the procedure of binding Arbitration as meant in Article B.4.5. within three hundred and sixty-five (365) days after the event pertaining to the complaint has transpired. It should also include that failure to do so shall result in any potential claims, rights or entitlements to compensation, damages, expenses becoming unenforceable against the Accreditee.

B.4.8. In the event any action, suit or proceeding is brought against the Accreditee or its affiliated company by a Third Party, with respect to which the Accreditee may have liability under the Agreement, the Accreditee shall make a Report to the Accreditor of such claim or liability within two (2) Business Days.

CHAPTER C: Rules and Regulations on AML (B2B)

Article C.1.: AML Procedures | The Accreditee needs to have a properly maintained AML Procedure in place. Such AML Procedure shall have minimum requirements.

C.1.1. The Accreditee shall have an adequate AML Procedure in place, as required by local and international oversight.

C.1.2. The Accreditee is required to register the AML Procedure as referenced in Article C.1.1. with the Accreditor and is furthermore to keep the AML Procedure up to date and in full compliance.

Article C.2.: The UBO and other Key Individuals | The Accreditee needs to always have a full overview available on Key Individuals. This includes UBO's.

C.2.1. Prior to any B2B Services provided, the Accreditee is obliged to identify as well as register every natural individual whose knowledge and experience are essential to an adequate performance of the Accreditee ("Key Individual"), including UBO's, with the Accreditor. It is required to keep this information updated, as per relevant Curaçao and international legislation.



C.2.2. The Accreditee pledges to actively establish that the registered UBO of the Accreditee, a Key Individual, is holding the Ownership for himself and not, as a Fiduciary, on behalf of other individuals or entities.

C.2.3. The Accreditee pledges to actively establish that no Key Individuals are misrepresenting their position relating to the Accreditee, such as however not limited to UBO's who act as advisors to the Accreditee, without disclosing that they are UBO, or individuals without any involvement in the Accreditee or substance, who misrepresent themselves as a Key Individual.

C.2.4. Key Individuals representing the Accreditee are at all times obliged to disclose their name in communication between Parties. Sole reference by Key Individuals to a general department is prohibited.

C.2.5. The Accreditee is obliged to register a minimum of one Key Individual with the Accreditor and has the obligation to register proof of sufficient and relevant education, as well as proof of good conduct of its Key Individuals and furthermore is obliged to always keep this information up to date.

C.2.6. Notwithstanding anything to the contrary as referenced in other Articles, all Key Individuals are always required to be familiar with all rules and regulations that touch on the accredited B2B Services rendered by the Accreditee and to stay informed on any changes and developments.

C.2.7. Notwithstanding anything to the contrary as referenced in this Article, the Accreditee vouches for the performances of Key Individuals as if these performances have been its own.

C.2.8. The Accreditor may, without any liability, opt to Report Key Individuals that are in breach of Articles C.2.2., C.2.3. to the appropriate authorities of the country of which they are resident.

Article C.3.: Requirements for Agreements with Third Parties | *The Accreditee shall abide by the policy pertaining to agreements as determined by the Accreditor.*

C.3.1. It is prohibited for the Accreditee to enter into any agreement that is not of Substance, such as however not limited to agreements in which B2C Services are retained from foreign entities that have not employed or outsourced any staff.

C.3.2. It is prohibited for the Accreditee to enter into any agreement that misrepresents the intention of such agreement by content or title, such as however not limited to cost sharing agreements, service agreements and intellectual property license agreements, solely aimed at redistribution of wealth and, or income by other means than via dividend distribution.

C.3.3. It is prohibited for the Accreditee to enter into any agreement that shall shift any of its responsibilities for the accredited B2B Services to another person with the exception of insurance companies that hold a license with a Regulator.

C.3.4. It is prohibited for the Accreditee to, without prior approval as meant in Article C.3.5. by the Accreditor, allow any Third Party to enter into an agreement on its behalf. The said prohibition includes any Subsidiaries or the Holding Company of the Accreditee.

C.3.5. As an exception to Article C.3.4., the Accreditee shall be allowed to allow another Third Party to enter as an Intermediary into an agreement on its behalf, if the Accreditee shall by agreement assume full responsibility for any liabilities deriving from the said agreement with the Intermediary.

C.3.6. The Accreditee is not allowed to enter into any agreement to offer B2C Services to Third Parties, such as, however not limited to directly providing content to a Third Party who is the End User of B2C Services, under responsibility of the Accreditee.

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IN WITNESS WHEREOF, the Agreement is signed and executed in counterparts by the authorized representatives of the Parties as of the Signing Date.

(1a) CYBERLUCK CURAÇAO N.V.,

Date: Apr 4, 2023

Statutory Director,

Mrs. Angelique Marie Elisabeth Snel-Guttenberg

(1b)

Date: Mar 16, 2023

Witness, Marketing Officer/
Head of Recruitment CEG Academy,

Nicole Hagemans (Mar 16, 2023 09:05 EDT)

Ms. Nicole Hagemans

(2a) Hub88 International B.V.,

Date: Mar 16, 2023

Statutory Director,

E-Magnus N.V.,

Andrea Engelhardt (Mar 16, 2023 08:26 EDT)

Ms. Andrea Maria Engelhardt

(2b)

Date: Mar 10, 2023

Primary Principal, Witness,

Tim Heath (Mar 10, 2023 15:32 GMT+2)

Mr. Timothy Heath

Enclosures

Annex (1) Accreditation Details

Annex (2) General Terms & Conditions



Annex 1 to the B2B Accreditation Agreement: Accreditation Details
AC-REFERENCE: B2B-N4MBUYT4

ACCREDITATION DETAILS¹

A.2	Accreditation	Yearly Recurring Subtotal	€ 9,310.00
Critical Service Type ²	A / Predominantly related to Technical Infrastructure		
Critical Service Number	2		
Service Description	Making available, provision, sale, rental of software and hardware related to games of chance through whatever form or structure.		
Brand(s)	hub88.tech		
Alias(es)	N/A		
Accreditation Tier	B2B-II		
Tier Requirement ³	Existing relevant certification by established non-regulator.		
Application Framework	KYC check, review of company ownership, control structure, check on scope, relevancy and completeness of certification.		
Quarterly Oversight	Update inquiries		
Application Reviews	24.00 hours x € 245.00		
Quarterly Oversight	14.00 hours x € 245.00		

Total	Invoice (Annually)	€ 9,310.00
	Billing Start Date	01-05-2021
	Billing Cycle	01-05-2021 – 30-04-2022
	Additional Retainers	€ 1,000

¹ Accreditee may hold multiple B2B accreditations however may not combine a B2C license.

² See the included schedules for a total overview and available accreditation categories. Changes to this schedule may be proposed at any time under conditions of additional review and approval of CEG.

³ Applicable tier is subject to compliance of Accreditee with tier requirements. Depending on changes in requirements and/or alignment with these requirements may lead to a mandatory tier up- or downgrade.



Schedule A | Brand, CSP & Type

Accreditor: Curaçao eGaming (CEG)
Contact Person: Nicole Hagemans
Title: Head of CEG Academy

Accreditee: Hub88 International B.V.
Primary Key Individual: Timothy Heath
Position: UBO
Statutory Seat: Curaçao

Accreditation Start Date: 01-05-2021

Included brands at the time of onboarding

Brand	Service Description
Hub88.tech	Making available, provision, sale, rental of software and hardware related to games of chance through whatever form or structure.

Ultimate VIP Package services & add-ons

Monthly Alias (AD) packages per Brand

1 pack	€ 25
10 - pack	€ 125
25 - pack	€ 200
50 - pack	€ 300

Additional add-ons

ADR Multi-lingual Package	€ 20	per complaint
B2B Certification for Critical Suppliers	€ 35	
"Heartbeat" Verification Seal Processing	€ 25	
Brand onboarding	€ 125	
Brand de-boarding	€ 250	
Generic certification	Price upon request	



Schedule B | Special Conditions & Additional Notes

Additional Terms with reference to Application Framework

No additional requirements.

Additional Terms with reference to Quarterly Oversight

No additional requirements.



Annex (2) **General Terms & Conditions**



TABLE OF CONTENTS

Article 1 - Definitions
Article 2 - Code of Conduct
Article 3 - Responsible Gaming and Self-Exclusion
Article 4 - Principles of Data Protection
Article 5 - Miscellaneous

Article 1 - Definitions

1.1. As used herein, the following terms shall have the following meanings ascribed to them:

"Account" shall mean a location on a network server used to store a computer username, password, and other information.

"Administration" shall mean a registration of day-to-day activities that are related to financial planning and record keeping within a company.

"ADR" shall mean Alternate Dispute Resolution.

"Affiliate" shall mean a Third Party that provides Affiliate Marketing Services on behalf of the Operator.

"Affiliate Marketing Services" shall mean services provided by a Third Party that is not employed by the Operator and of which its rewards payable are dependent on the volume of newly generated End Users on behalf of the Operator.

"Affiliated" shall mean connected with or controlled by the same individual or entity that holds twenty percent or more of any rights to the Operator.

"Aggregator" shall mean the holder of a license as meant in article 1 of the National Ordinance of Curaçao dated 8 June 1993, P.B. 1993, no. 63.

"Agreement" shall mean an IP agreement including its Annexes.

"AI" shall mean the Aggregator.

"Alias" shall mean an alternative name to a Domain that equally refers to the same data.

"Alternate Dispute Resolution" shall mean any procedure for settling disputes without litigation.

"AML" shall mean anti-money laundering, a term mainly used in the financial and legal industries to describe the legal controls that require financial institutions and other regulated entities to prevent, detect, and report money laundering activities.

"AML Compliance Register" shall mean a register that for anti-money laundering purposes holds continuously

updated key information on the Operator, its Key Individuals and its Ultimate Beneficial Owners.

"Audit" shall mean a systematic and independent examination of books, accounts, statutory records, documents and vouchers of an organization to ascertain how far the financial statements as well as non-financial disclosures present a true and fair view of the concern.

"B2B Agreement" shall mean an agreement between the Operator and any Third Party, pertaining to the offering of B2B Services.

"B2B Services" shall mean Business-to-Business Services.

"B2B Service License" shall mean a license that entitles the holder of such license to B2B Services as offered by the Aggregator.

"B2C Reporting Officer" shall mean an Officer that has been appointed to report on matters of B2C to the designated regulator.

"B2C Services" shall mean Business-to-Consumer Services.

"Board" shall mean the board of directors of the Operator.

"Bonus" shall mean an additional incentive of value for the End User as part of a welcome package or specific promotion of a game or service.

"Business Day" shall mean a day that banks in Curaçao shall in general be open for business.

"Business-to-Business Services" shall mean services rendered between businesses.

"Business-to-Consumer Services" shall mean services directly rendered to the End Users.

"Calendar Day" shall mean all days in a month, including weekends and holidays.

"Certification" shall mean the formal attestation or confirmation of certain characteristics of an object, person, or organization.

"CFD" shall mean Contracts for Difference.

"Change of Control" shall mean any change in entity ownership, occurring when any person or company, directly, indirectly, formally or informally obtains twenty percent or more of any rights to the Operator.

"Competent Authority" shall mean any person or organization that has the legally delegated or invested authority, capacity, or power to perform a designated function.

"Complaint" shall mean a notification in writing, directed to the Operator and filed by the End User, containing a statement that the Operator has acted against the End User in a manner that is not in accordance with the Standards of Good Industry Practice.



"Compliance" shall mean the establishment of conformity with relevant laws, policies, and regulations.

"Compliance Notification" shall mean a preformatted, urgent notification by the Aggregator to Third Parties regarding a change in the status of Compliance of the Operator.

"Content" shall mean the Website.

"Contract for Difference" shall mean a form of derivative trading that involves speculating on the rising or falling prices of fast-moving global financial markets (or instruments) such as shares, indices, commodities, currencies and treasuries.

"Concern" shall mean a group of companies, predominantly under equal control of the same Key Individuals.

"Corporate Governance" shall mean the system of rules, practices, and processes by which an entity is directed and controlled.

"Corporate Service Provider" shall mean the entity that renders Corporate Services under agreement with the Principal.

"Credits" shall mean the available balance the End User holds with the Operator that can be exchanged for cash or additional B2C Services.

"Crypto Currency" shall mean a digital asset that is designed to work as a medium of exchange that uses cryptography to secure financial transactions, control the creation of additional units, and verify the transfer of assets.

"Curaçao Gaming Control Board" shall mean the regulator for the Curaçao land-based casino industry, the licensing authority for all lotteries, charity bingo and charity bon ku ne and the supervisor for the Curaçao gaming industry for compliance with legislation and regulation regarding anti-money laundering and countering the financing of terrorism.

"Database" shall mean a structured set of data concerning players and affiliates.

"Data Protection Officer" shall mean the officer responsible for overseeing the Operator's data protection strategy and its implementation to ensure compliance with privacy regulations.

"Defect" shall mean any fault or problem that causes goods, objects or procedures not to work correctly.

"Disaster Recovery" shall mean an area of security planning that aims to protect the Operator from the effects of significant negative events, which should allow the Operator to maintain or quickly resume mission-critical functions following a disaster.

"Domain" shall mean a Network Domain.

"Dormancy Status" shall mean a status certified by the Aggregator, during which the Operator does not render B2C Services.

"DPO" shall mean Data Protection Officer.

"DPR" shall mean Data Protection Report.

"eIDAS" shall mean electronic IDentification, Authentication and trust Services, EU Regulation 910/2014 of 23 July 2014 on electronic identification.

"End User" shall mean a visitor of the Website that has agreed to the terms that apply for the use of the B2C Services offered by the Operator via its Website.

"Entitlement" shall mean a value to which an End User has a right.

"EU" shall mean the European Union.

"EUR" shall mean euro.

"Exclusion" shall mean a legal prohibition from participation in games of chance that has been instituted on a non-voluntary basis against a particular End User.

"Executive Director" shall mean a member of the board of directors of the Operator, tasked with the proper execution of B2C Services to End Users in accordance with the Standards of Good Industry Practice, over-all guaranteeing quality of services, such as, however not limited to rendering of the Operator's services to the marketplace by managing technical risks and opportunities, making key software designs, implementing key strategy decisions, tracking dependencies and managing change requests.

"Fee Schedule" shall mean an overview of fees and disbursements.

"Fiduciary" shall mean any person that holds business interests, such as however not limited to legal or financial or privacy interests on behalf of someone else.

"Fit and Proper" shall mean a legal individual or entity that has: (a) obtained a sufficient level of collective knowledge and experience to perform certain actions; and (b) has not acted in a manner considered to be disgraceful, reckless, heinous or dishonorable by practitioners of good repute and competency.

"FIU" shall mean the Financial Investigation Unit of Curaçao.

"Footer" shall mean a structural element of the Website that is used to identify the end of the respective page, typically containing links information on licensing, policies and contact information.

"Funds" shall mean a sum of money saved or made available for a particular purpose.

"Game" shall mean a form of play or sport, according to rules and decided by skill, strength, or luck.

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"Game of Chance" shall mean a Game on a specific Session Date, which outcome depends upon an element of chance and on which the influence of skill of the End User does not have a preponderant influence on the outcome, excluding wagering of money by one End User against another End User.

"Gaming Control Board" shall mean the Curaçao Gaming Control Board.

"Gaming Industry" shall mean a distinct group of enterprises that produce products and, or cater services necessary to offer B2C Services to End Users.

"Gaming Operation" shall mean the venture of the Operator.

"Game Provider" shall mean a Third Party that makes available Games to Operators as a B2B Service.

"Gaming Services" shall mean the offering of online games of chance to End Users.

"Gaming Software" shall mean the software that the Operator uses to offer Gaming Services to End Users on its Websites.

"Gaming System" shall mean a group of technologies that is used as a base upon which Gaming Software is hosted and maintained.

"GCB" shall mean the Curaçao Gaming Control Board.

"GDPR" shall mean General Data Protection Regulation, EU 2016/679.

"General Terms and Conditions" shall mean the terms and conditions that shall apply to all services rendered by the Aggregator.

"Geo-blocking" shall mean technology that restricts access to Internet content based upon the user's geographical location.

"Good Industry Practice" shall mean using standards, practices, methods and procedures and exercising that degree of skill and care, diligence, prudence and foresight, which would in each case reasonably and ordinarily be expected from a skilled and experienced person in the gaming industry under similar circumstances.

"Grant" shall mean the right as granted by the Governor of Curaçao to develop the B2C Services as meant in article 1, section 1 of the Ordinance P.B. 1993, 63.

"Grantee" shall mean the Operator.

"Grantor" shall mean the Aggregator.

"Holding Company" shall mean a company that holds a controlling ownership interest in its Subsidiaries or the assets that those Subsidiaries use.

"HTTP" shall mean Hypertext Transfer Protocol.

"Hypertext Transfer Protocol" shall mean an application protocol for distributed, collaborative, hypermedia information systems.

"Incident" shall mean an event of any kind that is not part of normal operations and has the potential to disrupt operational processes.

"Information Provider" shall mean the Operator.

"Infrastructure" shall mean the basic physical and organizational structures and facilities needed for the Operation.

"Infringement" shall mean the action of breaking the law, an agreement, and, or, rules or regulations.

"Intermediary" shall mean a Third Party that offers intermediation services between a Party and another Third Party or other Third Parties.

"IP" shall mean the Information Provider.

"IP Agreement" shall mean an agreement between the Aggregator and Information Provider, that arranges for the Operation of Online Games of Chance under the Ordinance.

"IP-Operator" shall mean the Operator.

"IPRs" shall mean the general term for the assignment of intellectual property rights through patents, copyrights and trademarks.

"Key Individuals" shall mean natural individuals whose knowledge and experience are essential to an adequate performance of the Operator.

"Key Information" shall mean any information that is essential for compliance with legislation, regulations and agreements with Third Parties.

"KYC" shall mean Know Your Customer.

"Law" shall mean a system of rules which has been recognized by a particular country or community.

"License" shall mean the Grant.

"License Holder" shall mean the Aggregator.

"Loss" shall mean any value lost by an End User by participating in the Gaming Services.

"Material Breach" shall mean a failure of performance under an agreement that is significant enough to sue for breach.

"Mediation" shall mean an informal process in which a neutral third party assists the opposing parties to reach a voluntary, negotiated resolution.

"MiFID II" shall mean Markets in Financial Instruments Directive II, 2014/65/EU.

"MLR" shall mean Money Laundering Report.

"MLRO" shall mean the Money Laundry Reporting Officer.

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"Money Laundry Reporting Officer" shall mean an officer responsible for ensuring that, when appropriate, the information or other matter leading to knowledge or suspicion, or reasonable grounds for knowledge or suspicion of money laundering is properly disclosed to the relevant authority.

"Network Domain" shall mean a named grouping of hosts and servers with managed login, access to resources, and permissions.

"NOIS" shall mean National Ordinance Identification when Rendering Services.

"Non-Executive Director" shall mean a member of the board of directors of the Operator, tasked with the administrative local Compliance requirements in Curaçao, such as however not limited to accounting and matters of taxation.

"Non-Personal Data" shall mean data not qualified as reference in article 4, GDPR.

"NORUT" shall mean National Ordinance Reporting Unusual Transactions.

"OECD" shall mean Organization for Economic Cooperation and Development.

"OECD Corporate Governance Committee" shall mean a committee instituted by the OECD and is composed of representatives from the OECD member countries, participants and associates.

"Online" shall mean a remote, as meant in the Ordinance, digital connection with any device using any device.

"Operation" shall mean the Gaming Operation.

"Operator" shall mean the company that renders B2C Services via its Websites and has the operational responsibility to End Users.

"Ordinance" shall mean the ordinance with reference to P.B. 1993, 63.

"Parties" shall mean the B2B Services Provider and the Operator collectively.

"Payment Processor" shall mean a company that is authorized in the processing of transactions between sellers and buyers.

"Payouts" shall mean any value paid to the End User.

"Payment Service Provider" shall mean a professional third party that provides payment services to the Operator.

"Permitted Users" shall mean End Users that are legally allowed to make use of the Gaming Services.

"Personal Data" shall mean the data as defined in article 4, GDPR.

"Platform" shall mean Infrastructure.

"Player" shall mean End User.

"Principal" shall mean the UBO.

"Procedure" shall mean a series of actions conducted in a certain order or manner.

"PRO" shall mean a Public Risk Qualification.

"Principal" shall mean a natural individual that has contracted the Corporate Service Provider to function as the Non-Executive board member of the Operator.

"Public Record" shall mean a record that shall be accessible to the general public.

"Public Risk Qualification" shall mean an estimation of risk that the B2C Services of the Operator may pose to the average End User.

"Q1" shall mean the yearly period of 1 January up to March 31.

"Q2" shall mean the yearly period of 1 April up to 31 June.

"Q3" shall mean the yearly period of 1 July up to 31 September.

"Q4" shall mean the yearly period of 1 October up to 31 December.

"Quarter" shall mean a one-fourth period of a Calendar Year.

"Regulator" shall mean a person or body that supervises a particular industry or business activity.

"Regulatory Infringement" shall mean a breach or infraction, as of a legislation or right.

"Report" shall mean a written account of an event that one has observed.

"Responsible Gaming" shall mean the set of social responsibility initiatives to ensure the integrity and fairness of Games and to promote awareness of harms associated with Gaming.

"RGR" shall mean Responsible Gaming Report

"RGRO" shall mean Responsible Gaming Reporting Officer.

"Seal" shall mean Validation Seal.

"Self-Exclusion" shall mean a legal prohibition from participation in games of chance that has been instituted on a voluntary basis against a particular End User.

"Service Package Fee" shall mean any fees borne by the Operator via services rendered by the B2B Services Provider.

"Session Data" shall mean data produced by a temporary and interactive information interchange between the End User and Operator.

"Session Date" shall mean the date on which the Session Data was produced.

"Software" shall mean the programs and other operating information used by a computer.



"Software Provider" shall mean a professional third party that provides the use of software to the Operator.

"Solvency" shall mean the possession of assets in excess of liabilities, creating the ability to pay one's debts.

"Standards" shall mean the functioning and carrying out of procedures that are in compliance with Good Industry Practice.

"Suspend" shall mean the act of Suspension.

"Suspension" shall mean a temporary or permanent hold on the right to receive or offer Services.

"Subsidiary" shall mean a company controlled by a Holding Company.

"Substance" shall mean the presence of actual activity as well as the effective role such activity plays within the broader context of the Operation.

"Taxation" shall mean the principle of compulsory contributions to state revenue, levied by governments on business profits.

"Technical Services" shall mean operational services rendered by third parties, that are essential to the offering of Gaming Services.

"Terms of Service" shall mean the terms as defined in any understanding, communicated in any form or manner, between the Operator and End User.

"Territories" shall mean the collection of countries and jurisdictions as defined in agreements between the Operator and Third Parties that provide B2B Services to the Operator.

"Third Party" shall mean a person that is not a party to the IP Agreement.

"Transaction" shall mean an immediate exchange of any goods of value.

"UBO" shall mean mean Ultimate Beneficial Owner.

"Ultimate Beneficial Owner" shall mean a person who exercises ultimate effective control over a legal person or arrangement.

"Uniform Resource Identifier" shall mean a string of characters that unambiguously identifies a particular resource.

"Uniform Resource Locator" shall mean a URI that specifies the shall mean of acting upon or obtaining the representation of a resource.

"Uniform Resource Name" shall mean a URI that identifies a resource by name in a particular namespace.

"Updates" shall mean changes and amendments.

"URI" shall mean Uniform Resource Identifier.

"URN" shall mean Uniform Resource Name.

"URL" shall mean Uniform Resource Locator.

"User Data" shall mean any database that contains information of End Users.

"Validation Seal" shall mean a certificate provided by the B2B Service Provider, which is required to ensure that the Operation performs in conformance with rules and regulations of the Aggregator.

"Website" shall mean a resource whose representation in the form of HTML and related code is obtainable via the Hypertext Transfer Protocol from a network host with a designated Domain.

"White Label" shall mean the offering of a Gaming Operation as a B2B Service, rendered by an Operator to a Third Party as if the Third Party is the Operator that is responsible for the Gaming Operation.

"Wind Up" shall mean the process of dissolving a business.

"Winnings" shall mean an entitlement that has been gained by the End User in participating in Games of Chance.

1.2. References to "Articles", "Annexes" and "Recitals", shall be, respectively, to the articles, annexes and recitals of the agreement that refers to the General Terms and Conditions, unless specifically stated otherwise.

1.3. The singular shall include the plural and vice versa and references to persons shall include both corporate and unincorporated associations of persons.

1.4. Whenever used: the words "include", "includes" and "including" shall be deemed to be followed by the phrase "but not limited to".

1.5. No provision of any agreement that refers to the General Terms and Conditions, shall be interpreted against a Party solely as a result of the fact that such Party was responsible for the drafting of such provision, it being acknowledged that all Parties have participated in the drafting and negotiation of such agreement.

Article 2 - Code of Conduct

2.1. The Operator is at all times obliged to have its statutory as well as its office address within the insular territory of Curaçao as meant in article 1 of the Ordinance. Furthermore, at least one of its board members should be a resident within the said territory.

2.2. The Operator shall abide by general standards of Corporate Governance as provided by the OECD Corporate Governance Committee. Such standards include, however, are not limited to independence of management, transparency, reporting and the establishment of proper social values in business practices.

2.3. Notwithstanding Subsection 2.2., the Operator shall abide by any specific standards of Corporate Governance



as provided by OECD Member States in which the majority of the Key Individuals of the Operation has its residency.

2.4. The Operator shall refrain from doing business with any Third Party such as however not limited to financial institutions, software providers, affiliates, countries, that are not deemed Fit and Proper. The Operator is required to research and log such research and, if desired, provide proof to the B2B Services Provider, whether a Third Party is indeed Fit and Proper.

2.5. The Operator shall refrain from enabling as well as directly offering B2C Services to minors.

2.6. The Operator shall refrain from holding multiple Grants.

2.7. The Operator shall not hold any controlling interests in Third Parties that offer B2C Services without prior written approval of the Aggregator.

2.8. The Operator shall in no shall mean attempt to circumvent ramifications of Suspension by the Aggregator, such as, however not limited to the application of a Grant with an alternate Grantor, including alternate licensing under foreign legislation, and, or, the sale of a Website, Domain or Alias.

2.9. The Operator confirms that it has not been suspended by any Third Party prior to any agreement that refers to the General Terms and Conditions, including suspensions under foreign legislation.

2.10. The Operator shall not sell Websites without proper and timely notification of the Aggregator.

2.11. The Operator confirms that any breach of the Code of Conduct as formulated in Article 2 authorizes the Aggregator to, as cause for Material Breach, with immediate effect terminate any agreements between the Operator without the right for the Operator to claim for any damages in connection with the said termination.

2.12. The Operator confirms the right of the Aggregator to send out notifications of Breach of the Code of Conduct to any Third Party it deems necessary.

2.13. The Aggregator may at any time, as it sees fit, introduce or amend any provisions regarding a Code of Conduct to Third Parties.

2.14. The Operator is required, the Ordinance notwithstanding, to at all times comply with all Curaçao local as well as international rules and regulations.

Article 3 - Responsible Gaming and Self-Exclusion

3.1. The Operator shall when rendering B2B Services within a reasonable perspective aim to assist in the prevention of compulsory behavior with End Users.

3.2. The Operator shall collaborate with partners in the Gaming Industry in its efforts to minimize gaming addiction.

3.3. The Operator is required to monitor and research its Websites for elements unnecessarily causing problematic behavior with End Users. In the event of any problems found, the Operator is required to make the necessary adjustments to negate any unnecessary risks for End Users.

3.4. The Operator is required to in its communications with End Users actively promote and advise on Responsible Gaming.

3.5. The Operator is obliged to maintain an online environment that provides the End User an informed choice.

3.6. The Operator is obliged to report to the Aggregator any breach of the principles of Responsible Gaming.

3.7. The Operator is required to have in place and maintain proper measures to help prevent player addiction and allow Self-Exclusion to players who access the Websites.

3.8. The Operator must ensure that it has on its Websites, a dedicated page with information about addiction prevention and any measures provided by the Operator to help End Users monitor and control their online behavior while using the Websites such as however not limited to explanation of the Right to Self-Exclusion has been structured on the Websites as well as links to reputable gambling addiction support institutes.

3.9. Upon request of the End User, as well as if health issues of the End User deem such action necessary, the Operator must ensure that the End User shall for a limited or unlimited amount of time not be able to make use of any services offered on any of the Websites of the Operator.

3.10. The Operator shall at any time be entitled to withhold services from the End User by shall mean of Suspension of the Account or otherwise, whenever it finds indications of irregular behavior by the End User such as, however not limited to compulsory behavior, chasing losses, erratic gambling patterns, and, or, abnormal long periods of sustained game play. If the Operator decides to exclude the End User, it shall notify the End User of its decision and shall communicate a time frame during which the said exclusion shall apply.

3.11. If measures for Self-Exclusion apply, the Operator or any of its Affiliates shall not approach the End User with any information aimed to generate interest by the receiver for products and services of the Operator.

3.12. The Operator is obliged to report in the RGR, the number of (1) End Users that have been excluded; (2) End Users that are being considered for exclusion, and (3) End Users that have applied for Self-Exclusion.



Article 4 - Principles of Data Protection

4.1. The Operator shall at all times comply with the privacy regulations that apply to its End Users, such as however not limited to the GDPR and shall for this purpose appoint a DPO.

Article 5 - Miscellaneous

5.1. None of the rights or obligations under any agreement and, or General Terms and Conditions can or may be assigned or transferred without the prior written consent of all parties to an agreement.

5.2. Agreements, Annexes and are for the benefit of the Parties only, not any third parties and may only be enforced by such Parties.

5.3. The Parties shall execute such other documents or agreements and provide such other services or acts as may be necessary or desirable for the implementation of the agreements.

5.4. Any communications required or permitted under any agreement shall be sufficient if given in writing and sent by courier, to the address of the Operator as noted in the Agreement, which shall qualify as a chosen domicile on which formal documents instigating legal proceedings may be served.

5.5. The headings in agreements and annexes and the General Terms and Conditions are inserted for convenience only and are not meant to and shall not affect any interpretation.

5.6. Any additions to agreement as well as to the General Terms and Conditions such as however not limited to any written changes in any article, shall not have any effect or relevance unless in writing explicitly agreed upon by all Parties.

5.7. Parties shall never be bound to apparent errors in the agreements such as however not limited to spelling and grammar.

5.8. Agreements may be executed in any number of counterparts, which, when combined, shall have the same effect as if the signatures on the counterparts were on a single copy of the agreement. 5.9. Parties agree to the signing and execution of agreements via electronic shall mean and shall for this purpose accept and not dispute such process if facilitated by properly established esign software that is compliant with eIDAS standards.

5.10. The Aggregator may at any time amend the General Terms and Conditions, that shall unconditionally apply to the Agreement after all Parties have been properly notified and no Party has objected via proper notification within one month after such a copy was sent to the Operator.

5.11. The General Terms and Conditions have been made public.

5.12. A copy of the General Terms and Conditions is deposited with the Curaçao Chamber of Commerce and Industry and, or the Courts of Curaçao

5.13. Reproducing the General Terms and Conditions, fully or in part constitutes an infringement of copyright owned by the Aggregator.

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