



Game License Agreement

1. Summary

1.1. Contracting parties

"Client"	Intelligent Innovations N.V., originated under the laws of Curacao. Registered office is at: Heelsumstraat 51, E-Commerce Park, Curaçao, P.O. Box 423 Company Registration Number 142065
"Hölle"	Hölle Games, originated under the laws of Germany. Registered office is at: Hölle Games GmbH c/o AMI Steuerberatungsgesellschaft GmbH Kurfürstendamm 193 B 10707 Berlin Registration Number: HRB 221148

1.2. Integration

Integration done by Client or Hölle:	☒ Client
	☐ Hölle
To clarify, if Client does the integration, it will integrate into Hölle API. If Hölle does the integration, then Hölle will integrate into the API or platform provided by Client	

1.3. Revenue-Share

Gaming-Revenue Revenue-Share Calculation based on:	☒ GGR
	☐ NGR



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Client initials

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Gaming Revenue generated		
From	To	Revenue Share
"Classic Series" Games		
€ 0	anything	6.00 %
"Premium Series" Games		
€ 0	anything	7.50 %

Bonus Cap	
☐ Yes	
☒ Not applicable as GGR is basis for agreement	

1.4. Fees

Minimum Guarantee Fee	
☐ Yes	
☐ Yes (but recouped with revenue-share)	
☒ No	

Setup Fee	
☐ Yes	
☐ Yes (but recouped with revenue-share)	
☒ No	



Client initials

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1.5. Negative revenue

See clause [Revenue-Share](#) in this agreement for detailed description.

Negative revenue at end of month:	☒ Overall negative Revenue to be zeroed by end of month
	☐ Negative Revenue by one game to be carried forward

1.6. Term and termination

Minimum-Term:	12 months
Notice Period:	1 month

1.7. Payment terms

☒ Standard payment	Invoice to be disputed within:	10 working days
	Undisputed invoice payable within:	10 working days after receipt of invoice
	Late-Payment Penalty	0.5 % interest per month

1.8. Games

Game-Name	Series	Status
Fruits	Classic Series	ready
Fruits 20	Classic Series	ready
Fruits XL	Classic Series	ready
Bells	Classic Series	ready
Bells 10	Classic Series	ready
Bells XL	Classic Series	ready
Ring the Wild Bell	Classic Series	ready



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Ring the Wild Bell XL	Classic Series	ready
Respin Fruits 40	Premium Series	In production
Holla die Waldfee	Premium Series	ready
Fruits - Bonus Spin	Classic Series	ready
Fruits 20 - Bonus Spin	Classic Series	ready
Fruits XL - Bonus Spin	Classic Series	ready
Bells - Bonus Spin	Classic Series	ready
Bells 10 - Bonus Spin	Classic Series	ready
Bells XL - Bonus Spin	Classic Series	ready
Ring the Wild Bell - Bonus Spin	Classic Series	ready
Ring the Wild Bell XL - Bonus Spin	Classic Series	ready

This is the game-list as per commencement date and may change over time.

1.9. Restricted Territories

Restricted Territories
USA and its territories
Afghanistan, Algeria, Australia, Aruba, Barbados, Burma, Bonaire, Botswana, Cuba, Democratic Republic of Congo, Eritrea, Ethiopia, France and its dependent countries, Ghana, Iran, Iraq, Israel, Jamaica, Jordan, Liberia, Libya, Mali, North Korea, Pakistan, Panama, Philippines, Rwanda, Saba, Singapore, Somalia, State of Palestine, Statia, St. Eustatius, St. Maarten, Sudan, South Sudan, Syria, The Netherlands, Tunisia, Uganda, Curacao, United Kingdom, Venezuela, Yemen, Zimbabwe.

Beyond these restricted territories, the Client must hold all appropriate permissions and licenses to operate in any Territory.

1.10. Client properties

Website-Address or App-Name (or otherwise)
vulkan.bet



Client initials

Hölle initials

1.11. Sub-License to Third Parties

Sub-License rights granted:	☐ Yes ☒ No
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1.12. Big-Win Verification-Threshold

This is defined as the minimum threshold of a Big-Win, or the sum of wins within a 48h period, of one player, where the Client is required to ask Hölle for verification of such payouts prior allowing a player to withdraw funds. Hölle is required to answer within 1 business day to such requests.

Bing-Win Verification-Threshold:	€ 10,000
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1.13. Contact-Details

Technical Contact Client:	yurii@vulkan.bet
Account Management Contact Client (e.g. updates on new games)	yurii@vulkan.bet
Invoice Contact Client	business@vulkan.bet

1.14. Offer and acceptance

The Client and Hölle agree to be bound by the terms of this agreement which shall comprise the "Summary" and the "Agreed Terms" sections of this document.

Client	Hölle
	
Signature	Signature
EMS Management Services N.V.	Robert Lenzhofer
Print Name	Print Name

mlh

Client initials



Signature

Robert Lenzhofer

Print Name _____

Hölle initials

Managing Director	Managing Director
Title	Title
	17th Feb. 2022, Berlin - Germany
Date and Place: February 14, 2022 Willemstad	Date and Place




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2. Agreed Terms

2.1. Definitions and interpretations

2.1.1. In this agreement the following words and expressions shall (unless the context otherwise requires) have the meaning as set out beside them:

- **“Agreement”** means this Game License Agreement.
- **“Affiliate”** means in relation to a company, any subsidiary or holding company of that company. Means, in terms of a person, any person controlled by or controlling any party hereto, as the case may be.
- **“Applicable Laws”** means all laws of any jurisdiction that are applicable to any of the Parties hereto or to any activity of any of the Parties hereto, as amended and in force from time to time, and the rules, regulations, orders, licenses or permits issued thereunder.
- **“Associated Person”** means any employee, director, shareholder, agent, subcontractor, distributor, franchisee, corporation, partnership, joint venture, trust, unincorporated association or organisation, employed by, acting for or otherwise associated with or affiliated to a party hereto, as the case may be.
- **“Bonus Cap”** means a cap or a limit of free or promotional play and bonus costs paid by Hölle in relation to the revenue-share paid to Hölle in a given month.
- **“Business Contact Data”** means information relating to personnel of either Hölle or Client which may be processed by either party in connection with the Agreement.
- **“Business day”** means a day which is not a Saturday, a Sunday or a bank or public holiday in Germany or Curacao.
- **“Client”** means the company identified as the contracting party with Hölle.
- **“Client Personal Data”** means any Personal Data Processed by Hölle or its Sub-Processors on behalf of Client pursuant to or in connection with the Agreement.
- **“Client properties”** means any website, app or any other distribution location the Client intends to use Hölle’s Games with.
- **“Commencement Date”** means the day on which both parties have signed this agreement and on which this agreement comes into effect and is legally binding.
- **“Data Protection Laws”** means EU Data Protection Laws and to any applicable extent, the data protection or privacy laws of any other country.
- **“Defect”** means errors, bugs, faulty codes, loopholes and back doors in the licensed Games that causes it to fail to operate or a Vulnerability in the licensed Gaming Software.
- **“End user”** means a person who participates in and utilises the games offered by Hölle.
- **“EU Data Protection Laws”** means EU Directive 95/46/EC, as reflected in domestic legislation of each Member State and as amended, replaced or superseded on occasion, including by the GDPR
- **“Games”** means the games made available by Hölle to the Client in accordance with this agreement.
- **“Gaming Authority”** means any governmental or regulatory authority having jurisdiction over this Agreement, over either of the Parties, or over any of their respective activities.
- **“GDPR”** means EU General Data Protection Regulation 2016/679
- **“GGR”** means “Gross Gaming Revenue” and is the revenue generated by the End User with the Client. Gross Gaming Revenue is all bets by End User minus (i) all wins by End User, and (ii) free or promotional play and bonuses up to the “Bonus Cap”.
- **“Hölle API”** means the self-service API (Application Programming Interface). This can be used by the Client to integrate Hölle’s games into the Client’s platform.
- **“Intellectual Property Rights”** means all patents, rights to inventions, trademarks, trade names, service marks, registered or unregistered designs, trade names, business names,



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domain names, copyright (including but not limited to rights in software) and related rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property irrespective of whether such intellectual property rights have been registered or not in any part of the world

- **“Minimum Guarantee Fee”** means the minimum guaranteed amount payable by Client to Hölle on a monthly basis. In case the revenue-share for any given month would be lower than the minimum guarantee as set out in the Summary of this agreement the Client will pay Hölle an amount equal to the agreed Minimum Guarantee.
- **“NGR”** means “Net Gaming Revenue” and is GGR minus monies paid in the form of betting duties or taxes (or reasonable provisions in respect thereof) or other statutory deductions or payments to licensing authorities connected with the games.
- **“Recouped”** means in relation to “Minimum Guarantee Fee” and “Setup Fee” that any fee paid by Client will be recouped by future revenue-share payments by Client. Meaning, any of the mentioned fees paid by Client acts as a de-facto prepayment on future revenue-share.
- **“Revenue Share”** means the monthly percentage of Gaming-Revenues set out in “Summary” of this Agreement. If several revenue-share brackets are listed in the Summary, the percentages shown shall mean ‘progressive’ percentages (meaning each percentage applies to each revenue-share bracket and not to the overall revenue)
- **“Services”** means the services and other activities to be supplied or carried out by Hölle for Client pursuant to the Agreement.
- **“Sub-License”** means a License allowing the Client to license the Games under this Agreement to a third party not affiliated with the Client.
- **“Sub-Processor”** means any entity appointed by or on behalf of Hölle to Process Personal Data on behalf of Company
- **“Term”** means the minimum time-period and any renewal term agreed between Client and Hölle and set out in “Summary” of this Agreement
- **“Third Party Sub-Licensee”** means a third party who has a contractual relationship with Client to sub-license the Games set out in this Agreement.
- **“Use”** means (i) integration of the Games and/or (ii) loading and playing the Games by the End Users. Depending on each specific content of each clause, the term “Use” may additionally include the following features: provision into load or load itself, performance of installation or installation itself, execution, processing, running, storage, transmission, sub-licensing, display, distribute to End Users, keep in working order and copy (strictly and only for the purposes of loading, installation, execution, running, storage, transmission, displaying and keeping in working order).
- **“Virus”** means any thing or device (including any software, code, file or programme) which may:
 - i. prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device;
 - ii. prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by rearranging, altering or erasing the programme or data in whole or part or otherwise); or
 - iii. adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.
- **“Vulnerability”** means a weakness in the computational logic (for example, code) found in software and hardware components that, when exploited, results in a negative impact to confidentiality, integrity, or availability, and the term Vulnerabilities shall be construed accordingly.

The data processing terms **“Supervisory Authority”**, **“Data Subject”**, **“Controller”**, **“Personal Data”**, **“Processor”**, **“Personal Data Breach”**, **“Processing”** shall have the same meaning as defined in the GDPR.



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- 2.1.2. In this Agreement (except where the context otherwise requires):
- words denoting the singular include the plural and vice versa;
 - words denoting any gender include all other genders;
 - any reference to "persons" includes a natural person, corporate bodies, companies, partnerships, unincorporated body, trusts and all other legal entities
 - any reference to a party is to a party to this Agreement.
- 2.1.3. "Summary" and "Agreed Terms" of this Agreement shall for all purposes form part of this Agreement
- 2.1.4. A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 2.1.5. In this Agreement, unless otherwise specified, any reference to writing includes email or skype, but excludes fax transmission, telegram and all other electronic means of written communication.

2.2. License

- 2.2.1. Hölle grants to the Client a non-exclusive, limited, non-transferable (save as expressly set out in this Agreement) worldwide licence, except for the Restricted Territories, and during the Term to
- Use the Games on the Client properties as contemplated under this Agreement and listed in Summary
 - advertise and promote the Games on the Client properties and to create and use advertising and marketing materials for the promotion of the Games. Such licenses shall include the right to use Hölle's trademarks and content and materials from the Games (including any characters, the title of the Games, music and artwork) which shall be pre-approved by Hölle in writing, for such marketing and advertising purposes
- 2.2.2. If sub-license has been granted in "Summary" of this Agreement, then the Client has the right to sub-license the Games based on the conditions set out in this Agreement. The Client must ask for written permission prior to licensing Games to any Third-Party Sub-Licensee. The Client shall procure that any such Third-Party Sub-Licensee acts strictly in accordance with the terms of this Agreement and complies with all of the Client's obligations applicable to it.

2.3. Ownership & Intellectual Property

- 2.3.1. The Client acknowledges that ownership of the copyrights, trademarks and any other intellectual property rights used or developed by Hölle or its suppliers or affiliates and licensed or otherwise made available to the Client shall at all times vest in Hölle's or its suppliers or affiliates ownership and the Client possesses no ownership or claim to ownership of any such rights or title. As such this shall include any Games, Software or any other material proprietary to Hölle and shall be deemed to include, by way of indication, but without limitation whatsoever, all methods and methodologies, portions of software code, systems architecture, generic documentation, text and design elements relating to or forming part of the Games and related material to the extent that they have been developed by Hölle or its suppliers.
- 2.3.2. The Client shall execute all such documents and do all such things as Hölle may reasonably request from time to time to ensure that all intellectual property rights in and to the Games and related materials shall vest at all times in Hölle.



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- 2.3.3. The Client shall ensure that its Third Party Sub-Licensees do not and shall not directly or indirectly during the term and thereafter represent that they own the intellectual property as defined in this Agreement or do anything that adversely affects Hölle's ownership of, or the validity and enforceability of the intellectual property rights.
- 2.3.4. In the event that Client becomes aware of that a third party or third parties are, or are about to, improperly use the intellectual property rights owned by or licensed by Hölle, it will as soon as reasonably practicable notify Hölle relating to such unlawful use and shall provide its reasonable cooperation to Hölle in relation to any legal action Hölle wishes to take in respect of the infringement or possible infringement of Hölle's intellectual property rights.
- 2.3.5. The Client shall cooperate in good faith with Hölle and may do such things as reasonable as practicable as Hölle may request for the purpose of securing and preserving the validity and enforceability of the intellectual property rights which subsists in the Games and related material for the benefit of Hölle.
- 2.3.6. Notwithstanding Clause 2.8.5, Hölle shall indemnify and hold harmless the Client fully against any and all demands, actions, liabilities, costs, expenses, damages and losses (including any interest penalties and reasonable legal and other professional fees and expenses) suffered or incurred by the Client or its affiliates arising out of or in connection with any claim of actual or alleged infringement of a third party's intellectual property rights or other rights arising out of or in connection with the Use, possession or receipt of the Games.

2.4. Confidentiality and Non-Solicitation

- 2.4.1. The Client and Hölle, the parties, agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information ("Confidential Information"). The Receiving Party shall also act to understand their responsibilities and comply with the information security management system as documented and practiced by the Disclosing Party.
- 2.4.2. For purposes of this Agreement, "Confidential Information" shall include all information or material that has relation to this Agreement or could have commercial value or other utility in the business in which the Disclosing Party is engaged. Confidential Information is confidential in nature and does not require status indication with the word "Confidential" or some similar warning. Regardless of the transfer method of Confidential Information, the Receiving Party shall treat such information as Confidential Information.
- 2.4.3. Exclusions from Confidential Information. Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or (d) is disclosed by Receiving Party with Disclosing Party's prior written approval.
- 2.4.4. Obligations of the Receiving Party. Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Receiving Party shall not, without the prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party shall return to the Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing or upon termination of this Agreement.



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Client initials

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- 2.4.5. Time Periods. The non-disclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.
- 2.4.6. Each of Hölle and Client agrees and undertakes that during its engagement with the other party and for a period of two (2) years thereafter, it shall not, directly or indirectly, including personally or in any business in which it may be an officer, director or shareholder, without the prior approval of the other party, solicit for employment any person who is employed by the other party (worldwide), or any person retained by the other party as a consultant, advisor or the like who is subject to an undertaking towards the other party to refrain from engagement in activities competing with the activities of the other party, or was retained as an employee or a consultant during the three months preceding termination of its engagement with the other party. The provisions of this Clause shall survive the termination of this Agreement for any reason whatsoever.

2.5. Warranties

- 2.5.1. Each, the Client and Hölle, warrants that:

- it has taken all necessary action to allow it to enter into the Agreement;
- it is a registered company as outlined in "Summary" of this agreement; and
- it has the required capacity to enter into the Agreement and to perform each and all obligations hereunder.

- 2.5.2. Hölle warrants that:

- (a) - it has all rights, licenses and consents relating to the Intellectual Property Rights in the Games and related material, necessary to grant the licence granted to the Client hereunder; and
- (b) - the Games and related material do not and will not at any time contain any materials that are illegal, obscene, defamatory or which infringe any Intellectual Property Rights in the territory belonging to any third party;
- (c) - it shall hold, maintain and at all times comply with the terms of its licence it holds and all laws and regulations applicable in the carrying out of its obligations under this Agreement;
- (d) it shall not engage in any conduct that would violate any approvals, licence and permits from any Gaming Authorities in the jurisdiction or territory where it operates its licensed activities;
- (e) - it shall take every reasonable step to ensure that the Games, Hölle API and their operation will be uninterrupted and free of errors, Vulnerabilities, Viruses and Defects. Hölle warrants that if program errors (Defects in the Games) occur Hölle will respond to notification of such errors/ Vulnerabilities/ Viruses/ Defects made by the Client and shall procure the correction of such errors on a timely basis;
- (f) it shall immediately notify the Client if it receives notice that it, or any of its Affiliates is the subject of any administrative action or other proceeding concerning violation of approvals, licenses and permits secured from any local, state and federal regulatory authority;



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Client initials

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- (g) - it shall do nothing, or allow nothing to be done to the detriment of the good name and reputation of the Client and its Affiliates;
- (h) - that it has not been denied an approval, license or permit from any regulatory authority in relation to the Games and related material;
- (i) - it will use its commercially reasonable endeavours to ensure the Games operate substantially in accordance with this Agreement.
- (j) Notwithstanding the warranties provided further to above, to the extent permitted under law, Hölle shall in no circumstances be liable to compensate the Client for any losses whatsoever that it may suffer as a result of: any act or omission of the Client which is either negligent and / or in breach of the Agreement.

2.5.3. The Client undertakes that it will:

- (a) - not engage in Using the Games and related material in any territory without first receiving all appropriate approvals, permits, documents and licenses from the applicable Gaming Authority in the relevant jurisdiction or territory, and ensure that it retains in place all consents and licenses that may be necessary to permit End Users to lawfully access and / or play the Games.
- (b) - put in place reasonable measures to prevent End Users from playing the Games for real money who are situated in such territories as it (acting reasonably) considers would be illegal for such End Users to play the Games for real money;
- (c) - not legally bind Hölle in any business arrangements or deals that are not expressly authorised by the Agreement;
- (d) - not modify in any manner the Games and related material;
- (e) - not engage in any conduct that would violate any approvals, licence and permits from the Gaming Authorities in the jurisdiction or territory where it operates its gaming activities;
- (f) - as soon as reasonably practicable notify Hölle if any approvals, licenses and permits are revoked by the Gaming Authority ; and
- (g) - complete all due diligence documentation requested by Hölle to comply with Anti-Money Laundering Legislation.

2.5.4.

Except as expressly stated in this Agreement, the Games and related material are provided and licensed 'as is' and there are no warranties, representations or conditions, expressed or implied, written or oral, arising by statute, operation of law, course of dealing, usage of trade, course of performance or service provided hereunder or in connection herewith by Hölle. Hölle does not warrant that the Games and related material will meet the Client's requirements.

2.5.5. Hölle may from time to time make changes to the Hölle API. Many of these changes are down-wards compatible, meaning if the Client has integrated against an older version of the Hölle API, the integration of the Client will continue to work without issues. However, sometimes Hölle will make changes to the Hölle API which demand changes on the integration for the Client.

2.5.6. The Client warrants that if the Client has integrated into Hölle's API, and Hölle demands changes to the integration of the Client, the Client has six (6) months' period to implement the changes specified by Hölle.



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2.6. Revenue-Share

- 2.6.1. Option "Overall negative Revenue to be zeroed by end of month": In the event that in any particular month during the Term the total Revenue Share of all games combined is a negative figure (ie wins paid out exceed the bets placed) then the Client acknowledges that it shall be solely responsible for any such shortfall and no negative revenue shall be carried forward to the following month(s). The next month starts again at zero.

2.7. Payment Terms

- 2.7.1. In consideration of the grant of a license in respect of the Games and related Material, the client shall pay Hölle the Revenue Share as set out in the Summary on a monthly basis. Therefore, the reporting Period for the purposes of this Agreement shall be 1 (one) month.
- 2.7.2. As the dates are specified and agreed up in Summary, the Client has to
- adhere to a specific timeline to "dispute an invoice" if there are reasonable doubts of the validity of the data and numbers document in the invoice. If that time period passes, an invoice is automatically deemed approved by client;
 - has to pay any open invoice within the "payable within" timeline agreed upon in the Summary;
 - and if such being the case and an invoice has not been paid on time, has to pay "Late-Payment Penalty" as agreed up in the Summary.
- 2.7.3. Any Revenue Share excludes VAT (to the extent the same is applicable).
- 2.7.4. All invoices Hölle issues will be EUR invoices. Hölle will be using Euro foreign exchange reference rates as defined by the European Central bank for any conversion from any currency into EUR as of the last day of the Reporting Period. Any currency conversion costs shall be borne by the Client.



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2.8. Limitation of Liability

- 2.8.1. This Clause sets out the entire financial liability of each party (including any liability from Associated Persons) to the other in respect of:
- any breach of the Agreement;
 - any use made by the client of the Games and related material or any part of it;
 - and any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Agreement.
- 2.8.2. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Agreement.
- 2.8.3. Nothing in these Conditions limits or excludes:
- the liability of either party for death or personal injury resulting from negligence; or
 - the liability of either party (the "first party") for any damage or liability incurred by the other as a result of fraud or fraudulent misrepresentation by the first party;
 - any liability arising under Clauses 2.3.6 hereof and 2.5.2(e); or
 - any liability for the Client to pay any Revenue Share properly due and payable pursuant to the agreement; or
 - any indemnification for loss that arose as a result of Defects in Games.
- 2.8.4. Subject to Clause 2.8.2 and Clause 2.8.3 neither party shall be liable for:
- loss of profits; or
 - loss of business; or
 - depletion of goodwill and/or similar losses; or
 - loss of anticipated savings; or
 - loss of goods; or
 - loss of contract; or
 - loss of use; or
 - loss of corruption of data or information; or
 - any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses suffered by either party that arises under or in connection with the agreement.
- 2.8.5. Further, also subject to Clause 2.8.2 and Clause 2.8.3, save for any liability arising under Clauses 2.3.6, 2.9.1, each party's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of the agreement shall be limited to (i) the Revenue Share actually paid to Hölle in the 6 (six) months preceding the event or events giving rise to the relevant claim(s) from or in respect of which the liability has arisen; or (ii) EUR 100,000.00 whichever is greater.
- 2.8.6. Malfunction and malpractice voids all wagers and play. Hölle accepts no liability in these circumstances. Hölle has the right to carry out a manual review to ensure such a situation has not occurred.

2.9. Indemnification

- 2.9.1. Indemnity. Subject to Clause 2.8.5 Hölle shall indemnify the Client for loss of funds directly attributable to Defects in the Games or Hölle API. In the above eventuality, Hölle must compensate:
- (i) Direct losses incurred by the Client due to the Defect in the Games and Hölle API;
 - (ii) indirect costs incurred for the payment fees for the gaming transactions (wins) of the aforementioned End Users.



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2.10. Term and Termination

- 2.10.1. The agreement shall take effect from the Commencement Date and shall remain in force and effect for the Minimum Term, as specified in Summary, and shall continue thereafter unless terminated in accordance with the agreement.
- 2.10.2. Either party may terminate the agreement at any time without cause by giving to the other one month written notice.
- 2.10.3. Without prejudice to any other rights or remedies which the parties may have, either party may terminate the agreement without liability to the other immediately on giving notice to the other if:
- the other party fails to pay any amount due under the Agreement by that party on the due date for payment and remains in default not less than 10 working days after being notified in writing to make such payment; or
 - the other party commits a material breach of any of the terms of the agreement and (if such a breach is remediable) fails to remedy that breach within 20 working days of that party being notified in writing of the breach; or
 - the other party repeatedly breaches any of the terms of the agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the agreement, subject always to prior notice from the non-breaching Party giving the breaching Party thirty (30) calendar days to cure such breach and the breaching Party fails to cure it within thirty (30) calendar days period following such notice; or
 - the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts has or any partner to whom any of the foregoing apply;
 - or the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party; or
 - a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party; or
 - an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party; or
 - a floating charge holder over the assets of that other party has become entitled to appoint or has appointed an administrative receiver; or
 - a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party; or
 - a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 10 working days; or
 - any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in above clauses (inclusive); or
 - the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business
- 2.10.4. On termination of the Agreement for any reason:



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Client initials

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Hölle initials

- the Client shall within 10 working days of termination pay to Hölle all of Hölle's outstanding unpaid invoices insofar as they relate to matters arising prior to termination as well as any applicable late-payment fees provided that the client shall continue to make payments of Revenue Share up to the effective date of termination of this agreement;
- the client shall, and shall procure that its sub-licensees shall, within 10 working days of any termination of the agreement, return all of the Documents, any confidential information in its possession or, upon Hölle's written request, destroy such information and provide Hölle with a written confirmation of such destruction;
- the client shall (and shall procure that its sub-licensees shall) remove all Games and related Material, and references thereto from the Client properties and cease all use of the Games and related Material;
- Hölle shall immediately cease using any Confidential Information or other information (including any End User Data) of the Client and shall, within 10 working days of termination, return all such information and all copies thereof in its possession or, upon the client's written request, destroy such information (including any electronic copies) and shall provide the client with a written confirmation of such destruction; and the accrued rights and liabilities of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.

2.10.5. On termination of the Agreement (notwithstanding the reason of such termination), the following Clauses shall survive and continue in full force and effect:

- Clause [Ownership & Intellectual Property](#);
- Clause [Confidentiality and Non-Solicitation](#);
- Clause [Limitation of Liability](#);
- Clause [Indemnification](#);
- Clause [Term and termination](#); and
- Clause [Governing Law and Jurisdiction](#).

2.11. Force Majeure

2.11.1. Neither party shall have any liability to the other under the agreement if it is prevented from, or delayed in performing, its obligations under the agreement or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the workforce of Hölle or any other party), failure of a utility service or transport network, act of God, pandemic, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.



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Client initials

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2.12. No partnership or agency relationship

- 2.12.1. Nothing in the Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

2.13. Severability

- 2.13.1. If any provision of the agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Agreement, and the validity and enforceability of the other provisions of the Agreement shall not be affected.
- 2.13.2. If a provision of the Agreement (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

2.14. Governing Law and Jurisdiction

- 2.14.1. The Agreement, and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the laws of England and Wales.
- 2.14.2. The parties irrevocably agree that any dispute arising out of or in connection with this Agreement or its subject matter, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be London, the UK. The language to be used in the arbitral proceedings shall be English.

2.15. Data Processing

- 2.15.1. These Contractual Clauses in this section set out the rights and obligations of the data controller and the data processor, when processing personal data on behalf of the data controller. They are designed to ensure the parties' compliance with Article 28(3) of Regulation 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).
- 2.15.2. In the context of the provision of Games, the data processor (Hölle) will process Client Personal Data on behalf of the data controller (Client) in accordance with these Clauses.
- 2.15.3. These Clauses shall not exempt the data processor from obligations to which the data processor is subject pursuant to the General Data Protection Regulation (the GDPR) or other legislation.
- 2.15.4. Confidentiality and company obligations
- Hölle has a duty of confidentiality and will only grant access to the Personal Data being processed on behalf of the Client to persons under the authority of Hölle who have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality



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Client initials

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Hölle initials

- Hölle will collect, Process and transfer all Client Personal Data in accordance with all Data Protection Laws.

2.15.5. Security Measures

- Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the data controller and data processor shall each implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.

2.15.6. In terms of Processing of Client Personal Data, Hölle shall:

- Process Client Personal Data as instructed and specified in Appendix A.

- Only process Client Personal Data as documented in the instructions within Appendix A, unless Processing is required by Applicable Laws to which Hölle is subject, in which case Hölle shall, to the extent permitted by Applicable Laws, inform Client of that legal requirement before the relevant Processing of that Personal Data;

- Comply with all applicable Data Protection Laws in the Processing of Client Personal Data; Hölle instructs the Client and also authorises the Client to instruct each Sub-Processor to Process Client Personal Data and Transfer Client Personal Data to any country or territory, - in each case as reasonably necessary for the provision of the Services in consistency with the Agreement

- Subsequent instructions can also be given by the data controller (which may be one or both parties, dependent on data collected) throughout the duration of the processing of Personal Data, but such instructions shall always be documented and kept in writing, including electronically, in connection with the Clauses.

2.15.7. Processing of data and Sub-Processors

- Client authorises Hölle to appoint Sub-Processors.

- Client retains the right to veto a Sub-Processor, even after initially agreeing.

- Hölle may continue to use those Processors and/or Sub-Processors already engaged by Hölle as at the date of this Agreement, subject to Hölle in each case - and as soon as practicable - meeting the obligations set out in these clauses.

- Hölle can at any time and without justification appoint a new Processor and/or Sub-Processor provided that Client is given thirty (30) working days' prior notice and the Client does not legitimately object to such changes within that time frame.

a. Legitimate objections should contain reasonable and documented grounds relating to a Processor and/or Sub-Processor's non-compliance with Data Protection Laws.

b. If, in Hölle's reasonable opinion, such objections are legitimate, Hölle shall either refrain from using such Processor and/or Sub-Processor in the context of the processing of Client Personal Data or shall notify Company of its intention to continue to use the Processor and/or Sub-Processor.

c. Where Hölle notifies Client of its intention to continue to use the Processor and/or Sub-Processor in these circumstances, Client may, by providing written notice to Hölle, terminate the Agreement immediately.

- With respect to each Processor and/or Sub Processor, Hölle shall:

a. Ensure that the arrangement between Hölle and the Processor and/or Sub-Processor is governed by a contract or terms which offer at least the same level of protection for Client Personal Data as those set out in this Agreement and meet the requirements of article 28(3) of the GDPR



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Client initials

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Hölle initials

- b. Upon Client's request, provide copies of Hölle's agreements/terms with Processors and/or Sub-Processors (which may be redacted to remove confidential commercial information not relevant to the requirements of this Agreement).
- Hölle shall ensure that each Processor and/or Sub-Processor performs the obligations which apply to Processing of Client Personal Data carried out by that Processor and/or Sub-Processor, as if it were party to this Agreement in place of Hölle.

2.15.8. The rights of data subjects

- Taking into account the nature of the processing, Hölle shall assist the Client by appropriate technical and organisational measures, where possible, in the fulfilment of the Client's obligations to respond to requests for exercising the data subject's rights laid down in Chapter III GDPR.
- Hölle shall:
 - a. Be promptly notified if Client receives a request from a Data Subject under any Data Protection Law in respect of Client Personal Data; and
 - b. Promptly notify Client if Hölle receives a request from a Data Subject under any Data Protection Law in respect of Client Personal Data; and
 - c. Not respond to that request except as required by Applicable Laws to which Hölle is subject, in which case Hölle shall to the extent permitted by Applicable Laws inform Client of that legal requirement before responding to the request.
 - d. Provide reasonable assistance to Client with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which reasonably could be deemed required by article 35 or 36 of the GDPR or equivalent provisions of any other Data Protection Law, in each case solely in relation to Processing of Client Personal Data by, and taking into account the nature of the Processing and information available to Hölle.

2.15.9. Cross border data transfers

- Hölle acknowledges that Applicable Laws may require that additional measures be taken to secure transfers of Client Personal Data outside the country or region they originate from. In such a case, Hölle shall assist Client in implementing these additional measures and, for instance, enter into separate agreements, where and as mandated under Applicable Laws.
- Without limiting the generality of the foregoing, Hölle shall refrain from transferring any Personal Data subject to the data protection laws of the European Union outside the European Union or a country deemed adequate by the European Commission, without relying on a transfer mechanism in accordance with the legislation of the European Union.

2.15.10. Audit and inspection requirements

- Hölle shall keep the information necessary to demonstrate compliance with its obligations under this Agreement, including records relating to the processing of Personal Client Data and upon reasonable notice and at Client's cost and expense, make available and grant to Client or its auditors or agents a right of access to, and to take copies of any relevant information or records kept by Hölle pursuant to this clause.
- Client information and audit rights only arise to the extent that the Agreement does not otherwise give them information and audit rights meeting the relevant requirements of Data Protection Law (including, where applicable, article 28(3)(h) of the GDPR).
- Client shall give Hölle reasonable notice of any audit or inspection to be conducted under this clause and shall make (and ensure that each of its mandated auditors makes) reasonable endeavours to avoid causing (or, if it cannot avoid, to minimise) any damage, injury or disruption to Hölle's premises, equipment, personnel and business while its personnel are on those premises in the course of such an audit or inspection. Hölle need not give access to its premises for the purposes of such an audit or inspection:
 - a) to any individual unless he or she produces reasonable evidence of identity and authority;
 - c) for the purposes of more than one audit or inspection in any calendar year or



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Client initials

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b) outside normal Business day hours at those premises, unless the audit or inspection needs to be conducted on an emergency basis and Client has given notice to Hölle that this is the case before attendance outside those hours begins.

- 2.15.11. Personal data breach scenario
- Both Hölle and the Client shall notify the other party without undue delay if either party or Sub-Processor of either party becomes aware of a Personal Data Breach affecting Client Personal Data, providing the appropriate party with sufficient information to allow them to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws.
 - Both parties agree to co-operate and take such reasonable commercial steps as are directed by either Hölle or the Client to assist in the investigation, mitigation and remediation of any such Personal Data Breach.
- 2.15.12. Deletion and the return of data
- Subject to clauses of this section, Hölle shall within thirty (30 working) days of the date of termination of any Services involving the Processing of Client Personal Data (the "Termination Date"), delete and procure the deletion of all copies of those Client Personal Data.
 - Subject to the Clause below, Client may in its absolute discretion by written notice to Hölle within ninety (90 working) days of the Cessation Date require Hölle to (a) return a complete copy of all Client Personal Data to Client by secure file transfer in such format as is reasonably notified by Client to Hölle; and (b) delete and procure the deletion of all other copies of Client Personal Data Processed by Hölle. Hölle shall comply with any such written request within thirty (30) working days of the request being received.
 - Hölle may retain Client Personal Data to the extent required by Applicable Laws but only;
 - a. to the extent and for such period as required by Applicable Laws
 - b. provided that Hölle shall ensure the confidentiality of all such Client Personal Data
 - c. Providing it is Processed as necessary for the purpose(s) specified in the Applicable Laws requiring its storage and for no other purpose.
 - For purposes of clarification, statistical data which has been anonymised and consequently no longer constitute Personal Data may be retained and used freely by Hölle perpetually.
- 2.15.13. Miscellaneous
- The provisions of this Agreement shall apply *mutatis mutandis* to Business Contact Data in relation to which Hölle is Controller.
 - Changes in Data Protection Laws, etc. Hölle may by at least 30 (thirty) calendar days' written notice to Client from time to time propose variations to this Agreement which Hölle reasonably considers to be necessary to address the requirements of any Data Protection Law.
 - Both Parties are liable for their respective compliance with their own obligations as set forth in this Agreement, Data Protection Laws and the consequences of the breaches thereof.
 - Client acknowledges and agrees that Hölle may use the Client Personal Data for the purposes listed in Appendix A.
 - Parties agree that the Client may assign its payment obligations to its subsidiaries without Hölle's prior approval.
 - Should any provision of this Agreement be invalid or unenforceable, then the remainder of this Agreement shall remain valid and in force. The invalid or unenforceable provision shall be either
 - a. amended as necessary to ensure its validity and enforceability, while preserving the parties' intentions as closely as possible or, if this is not possible
 - b. construed in a manner as if the invalid or unenforceable part had never been contained therein.
- 2.15.14. **Appendix A: Details of processing of Client Personal Data**
- This Appendix A includes certain details of the Processing of Client Personal Data as required by Article 28(3) GDPR.



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The nature and purpose of the Processing of Client Personal Data processed by Hölle on behalf of the Client are described below.

Game functionality	In order for Hölle to be able to fulfil its offer to supply games to the Player.
Fraud analysis	In order to prevent illegal activities and / or fulfilling license requirements
Responsible gaming monitoring	To support Players and Operators in understanding the Players' gaming behaviour and in order to develop games that are not dangerously addictive.
Product development	Hölle may use Client Personal Data in a anonymized form for the following purposes: In order to understand game behaviour and demographic which in turn can be used to improve the portfolio of games.
Regulatory reasons	Regulators in different jurisdictions may require that Hölle saves Personal Data for future proof or audits.
Troubleshooting	In order to solve problems with games.
Monitoring of criminal activities	In order to protect society from money laundering and terrorist financing Hölle is required to monitor Client Personal Data for possible criminal activities.

The categories of Data Subject to whom the Client Personal Data relates

- Players
- Business Contact Data

The types of Client Personal Data to be Processed

- Players
 - User identification number
 - Locale/language
 - Currency
 - Balance (real money)
 - Session Identifier
 - Transaction Identifier
 - Game identification number
- Business Contact Data
 - Job titles
 - Work email addresses
 - Work telephone numbers
 - Names

Other information that may be provided in correspondence.



Client initials

Hölle initials