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SOFTWARE LICENSING AND SERVICE AGREEMENT

THIS SOFTWARE LICENSING AND SERVICE AGREEMENT ("Agreement") is entered into on 21st June 2025 (the "**Effective Date**") by and between:

- (1) **N2 Digital Technologies Limited**, a company duly incorporated under the laws of the Isle of Man, registered under the company number 136293C, with registered office situated at The Engine House, Alexandra Road, Castletown, Isle of Man, IM9 1TG (hereinafter referred to as "**N2**"),
- (2) **WinLink B.V.**, a company organized and existing under the laws of Curaçao under registration number 154346, with its registered address located at Kaya Richard J. Beaujon Z/N Landhuis Joonchi 2, Curaçao, (hereinafter referred to as "**Licensee**").

(1) and (2) above are separately referred to as a "Party" and jointly as the "Parties".

WHEREAS

- (A) N2 operates a technical system to distribute online casino games and has the right to distribute the Games to operators of online casino services.
- (B) The Licensee is the owner of the Websites and is desirous of obtaining a License to the Games for supply of the Games via the N2 Platform to the End Users.
- (C) The Parties have agreed to enter into this Agreement for their mutual benefit for good and valuable consideration, all in accordance with the terms and conditions set out herein.

THEREFORE, THE PARTIES agree as follows:

1. DEFINITIONS

1.1. Unless expressly provided otherwise in this Agreement, the terms have the meaning in this Agreement as set forth:

"Agreement"	means this document including any and all Appendices or Amendments attached or referred to herein as well as any and all later amendments and additions agreed in writing.
"Amendment"	means an amendment in writing to this Agreement agreed to by both Parties forming an integral part of this Agreement.



"API"	means Application Program Interface, i.e. the communication protocol used for communication between N2 and Licensee.
"Applicable Law"	means all applicable laws, statutes, regulations and codes from time to time in force.
"Branded Games"	means the Games which have a theme or content incorporating or depicting a well-known third-Party brand under a license.
"Bonus Allowance Cap"	means the cost incurred by the Licensee with respect to bonuses granted to End Users on the Website and which may be deducted when calculating the Licence Fee. Any bonuses exceeding a maximum of ten percent (10%) of Gross Gaming Revenue shall be borne entirely by the Licensee and shall not be taken into consideration for the purpose of calculating the Net Gaming Revenue.
"Business Day"	means any day other than a Saturday, Sunday or a day on which banking institutions in the Isle of Man are authorized or obligated by law to close.
"Confidential Information"	means each agreement, all financial, commercial, technical, operational, organisational, legal, management and other information, data and know-how relating, respectively, to the disclosing party, including details of the disclosing party's products, assets, networks and data networks, stakeholders, customers, suppliers and employees which may be supplied orally or in writing or in any other form by the disclosing party.
"Control"	means the power of a person to secure that the affairs of the body corporate are conducted in accordance with the wishes of that person: By means of the holding of shares, or the possession of voting power, in or in relation to that or any other body corporate; or As a result of any powers conferred by the articles of associate of any other document regulating that or any other body corporate, And a change of Control occurs if a person who controls any body corporate ceases to do so or if another person acquires Control of it.
"Excluded Territories"	means any jurisdiction listed in Schedule D. For avoidance of doubt, it shall be N2's sole discretion to include/exclude any jurisdictions in Schedule D upon written notice to the Licensee.

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"End User"	means an individual who accesses the Games via the N2 Platform and/or the Websites.
"Fees"	means the License Fee and/or any further fees payable under this Agreement.
"Gambling Authority"	means any and all regulatory and licensing bodies, departments, commissions, authorities, boards, officials, tribunals and agencies with authority over or responsibility for the regulation of online gambling within any jurisdiction.
"Games"	means those online Standard Games, and any Branded Games and Premium Games, as made available by N2 via the N2 Platform to the Licensee pursuant to this Agreement.
"Gross Gaming Revenue"	means the value of the cash wagers placed on a Game by the Licensee's End Users less the total winnings as a result of those cash wagers.
"Intellectual Property Rights"	means all patents, source code, utility models, rights to inventions, copyright and related rights, Trademarks and service marks, trade names, business names and domain names, rights in trade dress or get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.
"License"	means the software license granted to the Licensee as set forth in Clause 2.1. below.
"License Fee"	means the consideration for the license and services provided by N2 to the Licensee under this Agreement which is payable by the Licensee and is calculated in accordance with the provisions of Clause 5 and Schedule B of this Agreement.
"N2 Platform"	means the combination software and/or hardware (which includes all current releases and Upgrades but excludes other third-Party software) made available to the Licensee by or on behalf of N2 through which N2 aggregates the Games in order to deploy them



to a Website through a single distribution channel and including administration and financial processing and monitoring platforms, application programming interfaces, and any instructions, training notes and information, oral or otherwise.

- "Net Gaming Revenue" means Gross Gaming Revenue less ten percent (10%) Bonus Allowance Cap.
- "Premium Games" means the Games which are part of the Third Party Supplier's offering and designated as Premium Games by N2 from time to time, and which are charged at a premium License Fee rate.
- "Standard Games" means those casino Games which are part of the Third Party Supplier's offering and which are not considered as Premium Games or Branded Games.
- "TP Supplier License Agreement" means the agreement between N2 and a Third Party Supplier, pursuant to which N2 makes the Games available to the Operator;
- "Third Party Supplier" means a third-Party developer and/or owner of online gaming products, in general game providers or game provider groups whose Games are available for licensing by N2 to the Licensee through the N2 Platform and listed in Schedule B and/or separately agreed from time to time in writing.
- "Trademarks" means N2's and/or its Third Party Supplier's trademarks whether registered or at common law, including but not limited to Game names, logos, slogans and images.
- "Upgrade" means any: (i) change or amendment to, or upgrade or new version of the Platform or the Games; and (ii) any new release of the Platform or the Games.
- "Websites" means the website owned, hosted, and operated by Licensee through which the Games shall be made available to the End Users and are set out in Schedule C; for avoidance of doubt websites can be amended from time to time subject to approval of N2.

2. GRANT OF LICENSE

- 2.1. N2 hereby grants to the Licensee for the duration of, and on the terms of this Agreement, a non-exclusive, world-wide (with the exception of Excluded Territories), non-sublicensable, non-transferrable, revocable license to (i) use the N2 Platform (ii) promote the Games and (iii) enable End Users to access and use each Game via the Websites, subject to the terms and conditions of this Agreement ("License").



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- 2.2. For the purpose of Clause 2.1, it is expressly agreed and understood that the Licensee shall make the Games available on the Websites listed in Schedule C. Each additional Website not listed in Schedule C as of the date of this Agreement shall be individually approved by N2. The Licensee agrees and accepts that N2 shall have the right to request any documentation relating to the Websites as N2 may determine necessary to approve or disapprove such Website.
- 2.3. N2 only grants to the Licensee the license as specified in Clause 2.1, and does not transfer any right, title or interest to any Games or to the N2 Platform to the Licensee, any End User or any other third Party.
- 2.4. During the term of this Agreement the Licensee will not approach/entice any Third Party Supplier to start using a direct or indirect integration of N2 Games outside of the N2 Platform. Any such measures shall be considered as a material breach of this Agreement and Licensee shall be obliged to pay an amount of the average License Fee paid hereunder during the 6 months (or the average License Fee paid hereunder during the number of months from the Effective Date if less than 6 months) prior to such incident. The Parties confirm that such payment is reasonable and proportionate to protect N2's legitimate interest in licensing the use of the N2 Platform.

3. Games and N2 Platform

- 3.1. N2 will be entitled at its discretion to cease to make available any Game/s on providing at least thirty (30) days' notice to the Licensee, except that N2 will not be obliged to give any notice, although it will nonetheless provide prior notice when it can do so, where it is required to cease making the Game available due to any (i) Third Party Supplier or TP Supplier Agreement, (ii) on the advice of its legal advisers (iii) due to any reasonable regulatory concerns. N2 will have no liability to the Licensee where exercising its rights under this Clause 3.1.
- 3.2. The Licensee shall require N2's prior written consent and sign-off prior to the Licensee launching any advertising or marketing campaigns which relate to any Games.
- 3.3. The Licensee acknowledges that there may be, from time to time, various Games in N2's suite of available Games which the Licensee shall only be entitled to use if the Licensee agrees to additional terms and conditions of use imposed by N2 relating specifically to such Games and/or to different fees to those already agreed. Such additional terms and conditions and/or fees will be made available to the Licensee in writing by means of an amendment to this Agreement.
- 3.4. The Licensee shall not permit any third Party (other than End Users for the sole purpose of playing the Games in accordance with the terms of this Agreement) to use or access the N2 Platform or use the Games without N2's prior written consent.



- 3.5. The Licensee will position, per brand/Website, a minimum of one (1) UGC Game in the 'All Games' section on the home page of the Websites, and a minimum of one (1) UGC Game within the first ten (10) game titles of the 'Slots' section or equivalent section on the home page of the Websites for a period of three (3) whole months from the launch date of UGC Games. The Licensee will, at its discretion, choose the UGC Games to be featured hereunder and may swap featured UGC Games with other UGC Games as long as commitments in this Clause 3.5 are fulfilled.

4. ADDITIONAL GAMES

- 4.1. Subject to the terms and condition of this Agreement, N2 will make available the Games of the Third Party Suppliers listed in Schedule B as of the date of this Agreement.
- 4.2. N2 may exercise the option to introduce further games from an existing or new Third Party Supplier to the N2 Platform at any time during the term of this Agreement provided that, should N2 wish to charge any fees in respect of such games other than as set out in this Agreement, any changes to the fees will be subject to the prior written agreement of the Parties.

5. PAYMENT

- 5.1. In consideration of the grant of rights by N2 under this Agreement, the Licensee agrees to pay the following to N2 in accordance with the remainder of this clause:
- (a) The License Fee.
- 5.2. N2 will issue a monthly invoice to the Licensee after the end of each month which will set out the License Fee due to N2. In case the Licensee is supplying bonuses outside of the N2 bonus tool, the Licensee shall send over a report within three (3) Business Days after the end of each month showing the bonuses awarded to the End Users ("**Bonus Report**"). The Bonus Allowance Cap shall not be deducted from the GGR if said Bonus Report is not received by N2 within the aforementioned timeline. The Licensee will be invoiced on the basis of data imported from N2's back office with currency conversion rates as applied by N2's back office systems from time to time. All payments will be due in EUR (or such other currency as agreed between the Parties). Should the Parties agree that the Fees are settled in cryptocurrency, the Licensee will cover the cost of any transaction fees related to such settlement including the fee imposed on N2 resulting due to the exchange of the fee to fiat.
- 5.3. The Licensee will make any payments required under this Agreement, to N2, within thirty (30) days of the date of a valid invoice for such sums, No amount will be considered paid to N2 until received in cleared funds in the bank account that is designated by N2 from time to time in writing.



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- 5.4. The Licensee will pay the License Fee free and clear of all set-off, counterclaim, deductions and withholdings whatsoever, unless the deduction or withholding is required by law. If any deduction or withholding is required by law to be made from any payment of the License Fee, the Licensee will be obliged to pay to N2 such sum as will, after the deduction of withholding has been made, leave N2 with the same amount as it would have been entitled to receive in the absence of any such requirement to make a deduction or withholding.
- 5.5. Without prejudice to any other right or remedy that it may have, if the Licensee fails to pay N2 any sums by the relevant due date, the Licensee will pay interest on the overdue amount at the rate of five per cent (5%) per annum above the Bank of England's base rate from time to time, but at 5% a year for any period when that base rate is below 0%.
- 5.6. In the event that any dispute arises as to any invoice, then such dispute will be resolved between the Parties in good faith. The undisputed amount shall be due in terms of this Agreement. In the event an amicable resolution cannot be reached between the Parties then the figures in N2's systems and records of Net Gaming Revenue/Gross Gaming Revenue will be deemed definitive.
- 5.7. Any invoice issued by N2 to the Licensee may only be disputed within ten (10) days of the issuance of such invoice. Thereafter, the invoice shall not be subject to any variation, modification, or dispute whatsoever.

6. COMPLIANCE

- 6.1. The Licensee will maintain all necessary licenses in relation to enabling End Users to access the Games in accordance with the terms of this Agreement. In addition, the Licensee will exercise its rights and perform its obligations under this Agreement in accordance with Applicable Law.
- 6.2. N2 will maintain all necessary licenses to enable it to supply the Licensee with the Games for deployment in accordance with the terms of this Agreement. In addition, N2 will exercise its rights and perform its obligations under this Agreement in accordance with Applicable Law.
- 6.3. The Licensee undertakes not to use the N2 Platform or the Games, or any part of the N2 Platform or the Games, to take or to facilitate the taking of any real money wager from any End User who, at the time of making the wager, is located in an Excluded Territory.
- 6.4. N2 may, upon written notice, to the Licensee, require the Licensee to cease taking wagers from End Users located in any territory, particularly in Excluded Territories (such as, without limitation, a country, state, or province) if N2 reasonably believes that taking such wagers is likely to be illegal, or the licensing of the N2 Platform or the Games for play by End Users in such areas is likely to be illegal.



- 6.5. N2 has the right to conduct KYC and due diligence inquiries and investigations on the Licensee. The Licensee has the obligation and responsibility to carry out KYC inquiries and due diligence on its End Users as per the terms of its gaming license.
- 6.6. The Licensee shall be responsible for maintaining strict controls to prevent and mitigate any effects of exploitative, fraudulent or any kind of bad faith use of the N2 Platform and the Games. The Licensee acknowledges and shall clearly set out in the form of binding and enforceable End User agreements that any error or malfunction in the N2 Platform and/or the Games voids all winnings.
- 6.7. The Parties will co-operate with one another to provide each other with information sufficient to enable either Party to work with any applicable Gambling Authority in an open and co-operative way and to inform them of any matters that they would reasonably need to be aware of in exercising its regulatory functions including, in particular, any matters that could have a material impact on a Party's business or on its ability to conduct its business in a manner compliant with and consistent with all Applicable Law.
- 6.8. Each Party will inform the other, immediately of any changes in ownership or Control and of any change in its organisation or method of doing business which might affect either Party's performance its duties in this Agreement.

7. WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS

- 7.1. Each Party warrants and represents that it has full power and authority to enter into this Agreement and to fulfil its obligations hereunder and that the performance of the terms of this Agreement will not breach any separate agreement by which such Party is bound.
- 7.2. N2 warrants, represents, and undertakes that:
 - 7.2.1. it has the right to license the N2 Platform and Games to the Licensee in accordance with this Agreement;
 - 7.2.2. the Games included in the N2 Platform are based on commonly used industry standards existing on the date of release of the respective game software or the date of the most recent update;
 - 7.2.3. it will use any measures technically reasonable to ensure that the N2 Platform does not contain any harmful components which have the potential to impair or prevent its operation.
- 7.3. The Licensee represents, warrants and undertakes, except as expressly permitted by this Agreement or authorised in writing by N2, that Licensee will not, nor permit others, directly or indirectly to:



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- 7.3.1 copy, modify, translate, convert or create derivative works from any Game or the N2 Platform, any part of them, or any adaptation, transcription, or merged portion of them except with the prior written consent of N2;
- 7.3.2 reverse engineer, disassemble, decompile or in any other manner decode any Game or the N2 Platform or any part of them, except to the extent that the foregoing acts are permitted by Applicable Law;
- 7.3.3 remove any copyright, proprietary or similar notices from any Game or N2 Platform or any part thereof (or any copies thereof); and/or
- 7.3.4 use any Game or the N2 Platform in a manner other than agreed by the parties under this Agreement.
- 7.3.5 in connection or association with any Games or the N2 Platform, make available content which is illegal, which discriminates on the grounds of race, religion, gender, sexuality or otherwise, or which depicts violence or sexual force, and not to do anything that will damage the good name and reputation of N2 and or a Third Party Supplier.
- 7.4 The Licensee acknowledges that the N2 Platform and Games are software based and will not run error free or without interruption. N2 takes all reasonable precautions against software errors and bugs, but it does not warrant that the N2 Platform will meet any special requirements of condition, quality, performance, merchantability, or fitness for purpose of the Licensee, or that the N2 Platform or any software provided to the Licensee by N2, will generate particular revenues or profits in use by the Licensee.

8. INTELLECTUAL PROPERTY

- 8.1 The Licensee acknowledges that all Intellectual Property Rights in relation to each of the Games and the N2 Platform belong and will belong to or be licensed to N2, and the Licensee will have no rights in or to any Game or the N2 Platform other than as provided in this Agreement. Without limiting the foregoing, all developments, additions, enhancements, improvements or derivatives of any of the Games or the N2 Platform will be deemed to constitute part of the Games or the N2 Platform and will be the sole and exclusive property of N2 and/or the Third Party Supplier, as applicable, subject to the licenses set out herein.
- 8.2 The Licensee will take all such steps as N2 may reasonably require to assist N2 in maintaining the validity and enforceability of the Intellectual Property Rights of N2 during the term of this Agreement.
- 8.3 The Licensee will use reasonable endeavours to prevent any infringement of the Intellectual Property Rights in the Games and the N2 Platform and will promptly give notice in writing to N2 in the event that it becomes aware of:
 - 8.3.1. any infringement or suspected infringement of any of the Games or the N2 Platform; or



- 8.3.2. any claim that the use of or access to any Game or the N2 Platform (and any component thereof) infringes the rights of any third Party.
- 8.3.3. In addition to any other remedies available to N2 at law or in equity, N2 will have the right to immediately suspend access to all or any of the Games and/or the N2 Platform if deemed reasonably necessary by N2 to prevent any harm to N2 or a Third Party Supplier's business.
- 8.4 N2 undertakes at its own expense to defend the Licensee or, at the N2's option, settle any claim or action brought against the Licensee alleging that the possession or use of any Game or the N2 Platform (or any part thereof) in accordance with the terms of this Agreement infringes the Intellectual Property Rights of a third Party (**Claim**) and will be responsible for any losses finally awarded against the Licensee by a court of relevant jurisdiction as a result of or in connection with any such Claim. For the avoidance of doubt, this clause will not apply where the Claim in question is attributable to:
 - 8.4.1 the possession or use of the Game or the N2 Platform (or any part thereof) by the Licensee, any End User or any third Party other than in accordance with the terms of this Agreement;
 - 8.4.2 use of the Game or the N2 Platform in combination with any hardware or software not supplied or specified N2 if the infringement would have been avoided by the use of the Game or the N2 Platform not so combined;
 - 8.4.3 modification of the Game or the N2 Platform by the Licensee, any End User or any third Party if the infringement would have been avoided by the use of the Game or the N2 Platform not so modified; or
 - 8.4.4 use of a non-current release of the Game or the N2 Platform.
- 8.5 If any third Party makes a Claim, or notifies an intention to make a Claim against the Licensee, N2's obligations under Clause 8.4 are conditional on the Licensee:
 - 8.5.1 as soon as reasonably practicable, but no later than two (2) Business Days from the day the Licensee becomes aware of such Claim or intention to make such Claim, giving written notice of the Claim to N2, specifying the nature of the Claim in reasonable detail;
 - 8.5.2 not making any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of N2 (such consent not to be unreasonably conditioned, withheld or delayed);
 - 8.5.3 giving N2 and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the Licensee, so as to enable N2 and its professional advisers to examine them and to take copies (at N2's expense) for the purpose of assessing the Claim; and



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- 8.5.4 taking such action as N2 may reasonably request to avoid, dispute, compromise or defend the Claim.
- 8.6 If any Claim is made the Licensee will take reasonable steps to mitigate the effects of such Claim.
- 8.7 If any Claim is made, or in N2's reasonable opinion is likely to be made, against the Licensee, N2 may at its sole option and expense:
 - 8.7.1 procure for the Licensee the right to continue to use the Game or the N2 Platform (or any part thereof) in accordance with the terms of this Agreement;
 - 8.7.2 modify the Game of the N2 Platform so that it ceases to be infringing;
 - 8.7.3 replace the Game with a non-infringing Game; or
 - 8.7.4 terminate this Agreement immediately by notice in writing to the Licensee
- 8.8 The above clauses constitute the Licensee's sole and exclusive remedy and N2's only liability in respect of Claims.

9 CONFIDENTIALITY AND CONFIDENTIAL INFORMATION

9.1 Each Party will, during the term of this Agreement and thereafter, keep confidential and not use for its own purposes (other than for the implementation of this Agreement) nor without the prior written consent of the other Party disclose to any third Party (except its professional advisers or as may be required by any law or any legal or regulatory authority) any information of a confidential nature (including trade secrets and information of commercial value) which may become known to such Party from the other Party and which relates to the other Party or any of its Group, unless that information is public knowledge or already known to such Party at the time of disclosure, or subsequently becomes public knowledge other than by breach of this Agreement, or subsequently comes lawfully into the possession of such Party from a third Party. Each Party will use its reasonable endeavours to prevent the unauthorised disclosure of any such information.

9.2 The Parties agree that no announcement will be made concerning the existence of, or matters covered by, this Agreement, unless required by law or a competent regulatory authority, until a mutually agreed joint announcement is prepared and released.

9.3 The restrictions in Clauses 9.1 and 9.2 will continue to apply without limit of time after the termination or expiry of this Agreement for any reason.

10 TERM AND TERMINATION



- 10.1 This Agreement shall commence on the Effective Date for a period of thirty-six (36) months ("**Initial Period**") and continue thereafter for additional periods of twelve (12) months each ("**Renewal Period**"), unless and until either Party provides the other Party with written notice of termination of at least one hundred and eighty (180) days. The Initial Period and, as applicable, each Renewal Period are referred to collectively as the Term.
- 10.2 N2 shall have the right to partially terminate the License granted to the Licensee in relation to particular Website and the Licensee shall disconnect such particular Website immediately upon receipt of the notification from N2 of its request to terminate the License for any particular Websites.
- 10.3 N2 shall have the right to immediately terminate this Agreement in case the Licensee is in breach of Clause 6.4.
- 10.4 Either Party shall, without prejudice to any other rights and remedies which it may have, be entitled to terminate this Agreement with immediate effect at any time if the other Party:
- 10.4.1 commits a material breach of this Agreement (including non-payment of Fees) and such breach is not remedied (if capable of remedy) within thirty (30) days of receipt of a notice, specifying the breach and requiring it to be remedied; or
- 10.4.2 persistently breaches this Agreement in a way that such persistent breaches amount to a material breach of this Agreement;
- 10.4.3 the Agreement jeopardises either Party's ability to maintain gaming licenses or is required to do so for any reason by any regulator or governing body or if there is a change in Applicable Law which would require either Party to reorganise its commercial and/or commercial structure; or
- 10.5 if the operations of the other Party have or threatens to have a negative effect on the business or on any of the brands of the terminating Party or any other company pertaining to the same group of companies as the terminating Party (or to a Third Party Supplier in case the terminating Party is N2).
- 10.6 N2 may, at its sole discretion immediately suspend access to the Games and/or the N2 Platform until further notice on notifying the Licensee in the event N2 is entitled to terminate this Agreement, the continued supply of the Games or N2 Platform presents an immediate threat of the violation of Applicable or in the case of non-payment of Fees due by the Licensee.

11 EFFECT OF TERMINATION

- 11.1 Upon termination of this Agreement for any reason:
- 11.1.1 Each Party must promptly, and in any event not later than thirty (30) days after termination, return to the other Party all property and Confidential Information belonging to the other and relating to this Agreement, in all forms, or to the extent such return is not reasonably



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practical, destroy or delete completely the foregoing and certify in writing to the other Party that it has been destroyed;

- 11.1.2 all rights granted to the Licensee under this Agreement will cease including, in particular, the License granted;
- 11.1.3 the Licensee will cease providing the Games and using the N2 Platform;
- 11.1.4 the Licensee will, and procure that End Users will, cease all activities authorised by this Agreement;
- 11.1.5 the Licensee will, within seven (7) days, pay to N2 any sums due to N2 under this Agreement.
- 11.1.6 any provision of this Agreement which expressly or by implication is intended to come into or continue in force on or after termination of this Agreement will remain in full force and effect (including, without limitation, Clauses 2.4, 5, 8.1, 9, 11, 12)
- 11.2 Termination or expiry of this Agreement will not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination or expiry.

12 LIABILITY

- 12.1. THE N2 PLATFORM AND ANY FURTHER SERVICES PROVIDED FOR THE USE OF THE LICENSEE UNDER THIS AGREEMENT SHALL BE PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY IMPLIED WARRANTY OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY IMPLIED, EXPRESS, OR STATUTORY WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF FUNCTIONALITY, COMPLETENESS OR ACCURACY, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, LACK OF VIRUSES OR FREEDOM FROM INFRINGEMENT. FURTHERMORE, THE LICENSEE ACKNOWLEDGES THAT THERE IS NO WARRANTY THAT THE SOFTWARE WILL BE COMPLETELY ERROR FREE AND RUN WITHOUT ERRORS
- 12.2. Neither Party shall under any circumstances have any liability for any losses which may be suffered by the other Party (or any person claiming under or through the Licensee) whether the same arise in contract, tort (including negligence), breach of statutory duty, or otherwise which fall within any of the following categories:
 - a) Loss of profits;
 - b) Loss of anticipated savings;
 - c) Loss of revenue;
 - d) Loss of business opportunity;

- e) Loss of use or corruption of software, data (save for liability which ensues as a result of a breach under the DPA in Schedule E hereto) or information;,
- f) Loss of goodwill and/or any reputational damage;
- g) Loss or corruption of data (save for liability which ensues as a result of a breach under the DPA in Schedule E hereto); or
- h) Any special, indirect or consequential loss (even if the Party was aware of the circumstances in which such special, indirect or consequential loss could arise).

12.3. If due to a defect, error or malfunction in N2 Platform or the Games the Licensee makes incorrect payments to the End Users, that would not be made, unless such a defect, error or malfunction occurred, such financial losses shall be covered by N2. Notwithstanding, N2's total aggregate liability and that of its directors, officers, employees, consultants, and group companies, under this clause 12.3 will in no circumstances whatsoever exceed the amount of two hundred and twenty-five thousand euros (€225,000).

12.4. Without prejudice to Clause 12.1. and 12.2. and 12.3 either Party's total aggregate liability under this Agreement and that of its directors, officers, employees, consultants, and group companies, howsoever it should arise, will in no circumstances whatsoever exceed the amount of one hundred thousand euros (€100,000).

12.4. Nothing in this Agreement limits or excludes the liability of either Party:

- 12.4.1. for death or personal injury caused by that Party's negligence;
- 12.4.2. fraud and/ or fraudulent misrepresentation;
- 12.4.3. gross negligence; or
- 12.4.4. wilful misconduct.

13 SERVICE LEVELS AND SUPPORT

13.1 N2 will use commercially reasonable endeavours to provide the Licensee with technical back-up and support in respect of the Games and the N2 Platform (**Maintenance Services**).

13.2 The Maintenance Services will include N2 and/or a third party procured by N2 supplying such updates or new releases to the Games and N2 Platform as such updates or new releases become generally commercially available. The Licensee will not be entitled to reject any such update or new release.

13.3 N2 will be entitled to suspend all or any Games or the N2 Platform at any time in order to perform Maintenance Services but will use commercially reasonable endeavours to



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provide notice of any such suspension except where it deems, in its reasonable opinion, that emergency or urgent maintenance is required.

- 13.4 As between N2 and the Licensee, the Licensee will be solely responsible for providing support to End Users and any other users accessing the Games directly or indirectly through the Licensee (including, but not limited to, the handling of all End User queries or complaints). Under no circumstances may the Licensee provide contact information for N2 to any End User or other third Party without N2's express prior written consent.
- 13.5 N2 will be entitled, upon notice to the Licensee, to gain access to the Licensee's, online systems as may be necessary for N2 to provide the Maintenance Services to the Licensee.
- 13.6 The Licensee will promptly provide N2 with all reasonable assistance, co-operation and any information in the Licensee's knowledge, possession or control that N2 reasonably requires to enable N2 to perform its obligations under this Agreement.

14 NOTICES

- 14.1 Any notice required or permitted to be given pursuant to this Agreement shall be sent or delivered to the other Party as follows:

To N2 at:

The Engine House, Alexandra Road, Castletown, Isle of Man, IM9 1TG

Email: sales@n2.games

legal@n2.games

To the Licensee at:

Kaya Richard J. Beaujon z/n, Curacao, Dutch Caribbean

Email: compliance@winity.com; limassol@oneworldweb.net

With a copy to: winlinkbv@g-force-corporate-services.com

14.2

All notices under or in connection with this Agreement shall be in writing in English language and shall be delivered personally or sent by mail, email or fax to the Party due to receive the notice or communication at its address set out under the Clause 14.1 or such other address as either Party may specify by notice in writing to the other.

14.3

Notices sent as above shall be deemed received upon the actual delivery to the recipient addressed to the Parties at their respective addresses as stated above or at such other addresses as may be specified from time to time by notice. Notice sent by e-mail shall be deemed received by 9am on the next Business Day, provided that no

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circumstances indicate otherwise.

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MISCELLANEOUS



- 15.1 Each Party hereby undertakes to comply with the Data Processing Agreement under Schedule E as well as any applicable Data Protection and privacy requirements and any applicable legislation in any jurisdiction insofar as the same relates to the provisions and obligations of this Agreement.
- 15.2 This Agreement embodies and sets forth the entire agreement and understanding of the Parties and supersedes all prior oral or written agreements, understandings, arrangements, discussions, correspondence and negotiations relating to the subject matter of this Agreement. Each Party acknowledges that in entering into this Agreement, it does not rely on any statement, representation or warranty (whether made innocently or negligently) other than as expressly set out in this Agreement. No addition to or modification of or waiver of, any provision of this Agreement, and no consensual cancellation of this Agreement, shall be binding upon the Parties unless made by a written instrument.
- 15.3 This Agreement may be executed in any number of identical counterparts with the same effect as if all Parties hereto all had signed the same document.
- 15.4 Licensee shall require prior written consent from N2 to issue press releases or make public statement in respect to the Agreement.
- 15.5 This Agreement is personal to the Licensee and the Licensee is not entitled to assign, transfer, mortgage, charge, create a trust over, subcontract or deal in any other manner with any of its rights, benefits and obligations under this Agreement (or purport to do so) unless N2 provides written consent, such consent not to be unreasonably withheld. N2 is entitled to assign, novate, transfer, mortgage, charge, create a trust over, subcontract or otherwise deal in all or any part of its rights, benefits or obligations under this Agreement to a member of N2's group, without the consent of the Licensee, but N2 must provide written notice of any such assignment, novation, transfer, mortgage, charge, trust or subcontract to the Licensee.
- 15.6 If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect.

16 FORCE MAJEURE



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- 16.1 Neither party is to be liable to the other for delay or failure to perform any obligation under this Agreement to the extent that the delay or failure results from events, circumstances or causes beyond its reasonable control (such event being **Force Majeure**), which will include without limitation strikes, lock-outs or other industrial disputes (whether involving the workforce of N2 or any other party), failure of a utility service or transport or telecommunications network, act of God, 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, but will exclude the inability to meet financial obligations.
- 16.2 In such circumstances the affected party will be entitled to a reasonable extension of the time for performing such obligations.
- 16.3 A Party becoming aware of any Force Majeure must promptly notify the other Party in writing of the relevant facts and any likely delay or other effect, and both Parties will use their reasonable endeavours to mitigate the effects of the Force Majeure.
- 16.4 If Force Majeure continues for twelve (12) successive weeks, either Party may terminate this Agreement by giving fourteen (14) days' prior written notice to the affected Party.

17 APPLICABLE LAW AND DISPUTE RESOLUTION

- 17.1 This Agreement and any Dispute arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) will be governed by and construed in accordance with Manx Law.
- 17.2 Each party irrevocably agrees that the courts of the Isle of Man will have non-exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates below, with full knowledge of its content and significance and intending to be legally bound by the terms hereof.

This Agreement has been signed in two counterparts.

<<SIGNATURES ON THE FOLLOWING PAGE>>



For and on behalf of

N2

Date: 7/1/2025

Signed by:

Christopher J Looney

4C0EC67A7DA3432

Name: Christopher John Looney

Position: Director

For and on behalf of

Licensee

Date: 25-06-2025

Gouldoud Hammound

Name: Gouldoud Hammound

Position: Director, f/obo Guardian*

Corporation Curacao B.V



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SCHEDULE A

Fees

1. License Fee and General Rules Applicable to the Games

The License Fee payable by the Licensee to N2 for the use of the Games from each Third Party Supplier set out in SCHEDULE B are based on the monthly Net Gaming Revenue generated from the use of the respective Games via the respective Websites.

General Rules Applicable to the Games

- The Gross Gaming Revenue ("GGR") or Net Gaming Revenue ("NGR") generated via the supply of the Games of a Third Party Supplier will be separate from the Gross Gaming Revenue/Net Gaming Revenue generated via the Games of another Third Party Supplier for the purposes of calculating the License Fee. For the avoidance of doubt, The GGR generated via the supply of the Games of a Third Party Supplier will not be set off against the Gross Gaming Revenue/Net Gaming Revenue generated via the supply of the Games of any other Third Party Supplier.
- The Gross Gaming Revenue/Net Gaming Revenue generated via the supply of the Games of a Third Party Supplier shall be charged at the rate indicated in Schedule B for the particular Third Party Supplier.
- If upon calculation of the Gross Gaming Revenue/Net Gaming Revenue generated via the supply of the Games of a Third Party Supplier, a loss is determined, the Licensee will be solely responsible for any such losses and the amount payable to N2 in respect of the supply of the Games of that particular Third Party Supplier only will be zero.
- If the GGR for any particular Third Party Supplier in a month is a negative amount, that negative amount may not be carried over to a subsequent month.
- There will be no deductions from the Gross Gaming Revenue/Net Gaming Revenue whatsoever for the purposes of calculation of the License Fee and any tax and gaming duty will be payable by the Licensee (as applicable).
- The Gross Gaming Revenue/Net Gaming Revenue generated via Branded Games of a particular Third Party Supplier will be treated separately from the Gross Gaming Revenue/Net Gaming Revenue generated via the other Games of the same Third Party Supplier.
- The Gross Gaming Revenue/Net Gaming Revenue generated via Premium Games of a particular Third Party Supplier will be treated separately from the Gross Gaming Revenue/Net Gaming Revenue generated via the Standard Games and Branded Games of the same Third Party Supplier.



SCHEDULE B
License Fees for Games

Third Party Supplier	Games	License Fee
UGC	UGC Standard Games	7.5% of NGR generated via the supply of the UGC Standard Games via the Websites
	UGC Premium Games are all the versions of the following Games: • 'Book of Ra' • 'Sizzling Hot' • 'Lucky Lady's Charm'	10% of NGR generated via the supply of the UGC Premium Games via the Websites



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SCHEDULE C
Websites

winity.com and its mirrors



SCHEDULE D
Excluded Territories

Australia
Austria
Canada
Estonia
Ireland
Switzerland
United States of America

A handwritten signature in black ink, appearing to be a stylized 'S' or 'B' with a flourish.

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SCHEDULE E
Data Processing Agreement

- (1) **N2 DIGITAL TECHNOLOGIES LIMITED** (registered in the Isle of Man) with company number 136293C whose registered office is at The Engine House, Alexandra Road, Castletown, Isle of Man, IM9 1TG (**Supplier**); and
- (2) **WinLink B.V.**, a company organized and existing under the laws of Curaçao under registration number 154346, with its registered address located at Kaya Richard J. Beaujon Z/N Landhuis Joonchi 2, Curaçao, (hereinafter referred to as (**Operator**)).

Preliminary

- (A) The Operator and the Supplier have entered into a software licensing and service agreement(s) and/or other relevant agreement(s) (**Principal Agreements**), involving the provision of certain online gaming related services by the Supplier (**Services**).
- (B) Pursuant to Data Protection Legislation, the parties have agreed to enter into this Data Processing Agreement (**DPA**) which will govern the processing of the Operator Personal Data by the Supplier on the Operator's behalf, in the context of the Services provided under the Principal Agreements.

Definitions and interpretation

Definitions

In this DPA, including the Preliminary, the following words have the following meanings:

Affiliate	any undertaking (other than the relevant party itself) which is on or after the date of this DPA from time to time a subsidiary undertaking (as defined by Section 1162 of the Companies Act 2006) of the Supplier, a parent undertaking (as defined by Section 1162 of the Companies Act 2006) of the Supplier, or a subsidiary undertaking of a parent undertaking of the Supplier.
Applicable Law	1. any law, statute, regulation, or subordinate legislation in force from time to time to which a party is subject and/or in any jurisdiction in which the goods or services are provided under the Principal Agreements;



2. the common law and laws of equity as applicable to the parties from time to time;
3. any binding court order, judgment or decree;
4. any applicable industry code, policy or standard; or
5. any applicable direction, policy, rule or order that is binding on a party and that is made or given by any regulatory body having jurisdiction over a party or any of that party's assets, resources or business.

Business Day

a day other than a Saturday, Sunday or public holiday in England, when banks in London are open to the public to conduct business.

Data Protection Legislation

To the extent that:

UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data, including the UK Data Protection Legislation; or

EU GDPR applies, the law of the European Union or any member state of the European Union to which the Operator or Supplier is subject, which relates to the protection of personal data, including the EU Data Protection Legislation.

Data Protection Particulars

in respect of the Operator Personal Data, the:

1. subject matter and duration of the processing;
 - nature and purpose of the processing;
 - type of personal data being processed; and
 - categories of data subjects,
- as set out in 0.

Data Subject Requests

any requests by data subjects to exercise their rights set out in Chapter III of the UK GDPR.



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DPA	this data processing agreement.
End User	an individual who accesses the online casino games via the N2 Platform through an Operator's platform and/or the website of the Operator.
EU Data Protection Legislation	all applicable data protection and privacy legislation in force from time to time in the EU including without limitation the EU GDPR; Directive 2002/58/EC (ePrivacy Directive) as implemented into applicable laws and as may be amended by the proposed Regulation on Privacy and Electronic Communications; and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications), and references to data controller , data processor , data subject , international organisation , personal data , process , processes , processed , processing , pseudonymisation , personal data breach and supervisory authority in this DPA have the meanings set out in, and will be interpreted in accordance with (insofar as they are defined) EU GDPR or any other applicable data protection and privacy legislation in force in the EU.
EU GDPR	the General Data Protection Regulation ((EU) 2016/679).
N2 Platform	the online platform licensed to the Operator by or on behalf of the Supplier, through which the online casino games are made available to the End Users.
Notice Period	as defined in this DPA.
Operator Personal Data	all personal data processed or to be processed by the Supplier (or on behalf of the Supplier, including but not limited to by any Supplier Delegates) in connection with the Principal Agreements,



	including but not limited to the personal data described in the Data Protection Particulars.
Principal Agreements	as defined in the Preliminary.
Restricted Territory	any territory in which it is contrary to any Applicable Law for End Users to play and/or have access to online casino games.
Services	as defined in the Preliminary.
Sub-Supplier	any person or entity engaged by the Supplier or any further subcontractor to process the Operator Personal Data on behalf of the Supplier.
Supplier Delegates	all persons that process the Operator Personal Data for or on behalf of the Supplier from time to time, including but not limited to any Affiliates, agents, directors, employees, workers, contractors, subcontractors or Sub-Suppliers of the Supplier.
UK Data Protection Legislation	all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the UK GDPR; the Data Protection Act 2018; the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications), and references to data controller, data processor, data subject, international organisation, personal data, process, processes, processed, processing, pseudonymisation, personal data breach and supervisory authority in this DPA have the meanings set out in, and will be interpreted in accordance with (insofar as they are defined): 1. the Data Protection Act 2018; and the UK GDPR.



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UK GDPR

the retained EU law version of the General Data Protection Regulation ((EU) 2016/679), as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of Section 3 of the European Union (Withdrawal) Act 2018) and as amended by Schedule 1 to the Data Protection Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (SI 2019/419).

Interpretation

Schedule and paragraph headings are used for ease of reference only will not affect the interpretation of this DPA.

References to clauses and schedules are to the clauses and schedules of this DPA. References to paragraphs are to paragraphs of the relevant schedule. A reference to **writing** or **written** includes email. The schedules form part of this DPA and have effect as if set out in full in the body of this DPA. Any reference to this DPA includes the schedules.

A **person** includes a natural person corporate or unincorporated body (whether or not having separate legal personality).

Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression will be construed as illustrative and will not limit the sense of the words, description, definition, phrase or term preceding those terms.

A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

Any reference to the singular includes a reference to the plural and vice versa and any reference to the masculine includes a reference to the feminine and vice versa.

Application and subject matter

The parties agree that, for the purpose of Data Protection Legislation and in respect of all Operator Personal Data processed on behalf of the Operator in connection with the Principal Agreements, the Operator will be the data controller and the Supplier will be the data processor.

The parties agree that the provisions contained in this DPA will apply in respect of all processing of personal data carried out by the Supplier in connection with the Principal Agreements. To the extent that the Principal Agreements contain provisions relating to data protection, the processing of personal data and/or security of personal data, the parties agree that such provisions are deleted and replaced with those set out in this DPA.



The parties acknowledge and agree that 0 contains an accurate description of the Data Protection Particulars.

Operator obligations

The Operator will not transfer any personal data to the Supplier that is not strictly necessary for the performance of this DPA or the Principal Agreements.

The Operator warrants that on the date of this DPA, all Operator Personal Data provided to the Supplier has been collected and processed by the Operator in accordance with all Data Protection Legislation and the Operator has ensured that there is and there will continue to be a lawful basis for the Supplier to process the Operator Personal Data.

Supplier obligations

In respect of any Operator Personal Data, the Supplier will:

Act on instructions of the Operator

process the Operator Personal Data only on documented instructions from the Operator, including with regard to transfers of the Operator Personal Data to a third country or an international organisation, unless required to do so by any Applicable Laws; in such a case, the Supplier will inform the Operator of that legal requirement before processing (unless that law prohibits such information on important grounds of public interest);

immediately inform the Operator if, in the Supplier's opinion, an instruction provided by the Operator infringes Data Protection Legislation;

immediately inform the Operator if local laws prevent the Supplier from fulfilling its obligations under this DPA or have a substantial adverse effect on the Supplier's performance of this DPA, except if such disclosure is prohibited by Applicable Law (such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation);

Confidentiality

ensure that all Supplier Delegates have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

Guarantees in relation to security

implement all technical and organisational measures required pursuant to the UK GDPR (and, in particular, Article 32 of the UK GDPR) in relation to security of the Operator Personal Data, and the Supplier guarantees that it will implement the following measures, at a minimum:

the pseudonymisation and encryption of the Operator Personal Data, where appropriate;



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the ability to ensure the ongoing security, confidentiality, integrity, availability and resilience of the Supplier's processing systems and services;

the ability to restore the availability of the Operator Personal Data in a timely manner in the event of a physical or technical incident; and

the implementation of a process for regularly testing, assessing and evaluating the effectiveness of the Supplier's technical and organisational measures for ensuring the security of the processing.

Assistance to the Operator

notify the Operator promptly if the Supplier receives a Data Subject Request directly from a data subject, and provide details in relation to such Data Subject Request, and the Operator authorises the Supplier to advise the data subject to submit such Data Subject Request to the Operator;

taking into account the nature of the processing, at the cost of the Operator, assist the Operator by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Operator's obligation to respond to Data Subject Requests;

assist the Operator, at the Operator's cost, in ensuring compliance with its obligations pursuant to Articles 32 - 36 of the UK GDPR, taking into account the nature of processing and the information available to the Supplier, including but not limited to notifying the Operator without undue delay upon becoming aware of a personal data breach in respect of the Operator Personal Data, and providing information and assistance to the Operator as reasonably required for the Operator to comply with its obligations to notify such personal data breach to the relevant supervisory authority and data subject;

Deletion of Operator Personal Data

at the choice of the Operator, upon termination or expiry of the Principal Agreements or upon a request by the Operator, at the Operator's cost, delete all existing copies of the Operator Personal Data and/or return all of the Operator Personal Data to the Operator within 130 days and any Operator Personal Data stored on backups will be deleted within 220 days (unless Applicable Law requires storage of such Operator Personal Data);

Transfers of the Operator Personal Data

if transferring any of the Operator Personal Data to a third country or an international organisation, do so only if such transfer is lawful under Data Protection Legislation;

Audit rights

At the Operator's cost, make available to the Operator all information necessary to demonstrate compliance with the obligations laid down in this DPA and allow for and contribute to audits, including inspections, conducted by the Operator or another auditor mandated by the Operator, provided that:



the Operator enters into an applicable non-disclosure agreement with the Supplier in respect of the information provided in contribution to any audit;

the Supplier may object in writing to an auditor mandated by the Operator if the auditor is, in the Supplier's reasonable opinion, not suitably qualified or independent, a competitor of the Supplier, or otherwise manifestly unsuitable. In the event of such an objection, the Operator will appoint another auditor or conduct the audit itself;

The Operator will give the Supplier reasonable notice of any audit or inspection to be conducted under this section, and in any event such advance notice will be at least 60 days;

the Operator and Supplier have mutually agreed on the time, scope, and duration of the audit in advance; the Operator will ensure (and procure that each of its mandated auditors ensure) the minimisation of disruption to the Supplier's business in the course of such an audit or inspection; and

the Supplier will not be obliged to contribute or allow for an inspection or audit more than once in any calendar year, except for any additional audits or inspections which the Operator is required or requested to carry out by Data Protection Legislation or a supervisory authority; and

to the extent the Supplier has such authority from its Sub-Suppliers, provide a copy of a full report or summary report or confirmations of the Supplier's audit or a third party's audit of the Sub-Suppliers, provided that the Operator enters into an applicable non-disclosure agreement with the Supplier.

Engaging Sub-Suppliers

The Operator gives a general authorisation to the Supplier to appoint Sub-Suppliers to carry out processing of the Operator Personal Data in the context of the Services, and acknowledges and agrees to the engagement by the Supplier of the Sub-Suppliers set out at 0. The Supplier will inform the Operator in writing of any intended changes concerning the addition or replacement of Sub-Suppliers (to those set out in 0) at least 14 days prior to the Sub-Supplier processing the Operator Personal Data (**Notice Period**), thereby giving the Operator the opportunity to object to such changes within the Notice Period. If the Operator does not object to the appointment of a new Sub-Supplier within the Notice Period, the Supplier will deem the Operator to have authorised the appointment.

In respect of the appointment of any Sub-Supplier:

the Supplier will only engage a Sub-Supplier if a written agreement is in place that is binding on the Sub-Supplier and contains the same obligations as are imposed on the Supplier under this DPA, including but not limited to obligations to comply with the requirements of Data Protection Legislation applicable to data processors and sufficient guarantees to implement appropriate technical and organisational measures in relation to security requirements of the UK GDPR;

involving the transfer of the Operator Personal Data to a Sub-Supplier located in a third country or an international organisation, the Supplier will only do so provided that such transfer is lawful under Data Protection Legislation;

the Supplier will remain liable to the Operator for the performance of any Sub-Supplier's obligations; and



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the Supplier will provide a list of Sub-Suppliers to the Operator upon request.

Miscellaneous

Termination

The parties agree that this DPA will be terminated upon the termination of all the Principal Agreements.

Notices

Any notice required to be given under this DPA will be in writing and will be delivered by hand or sent by prepaid first class post or recorded delivery post or by email to the other party at its address set out in this DPA, or such other address as may have been notified in writing by that party to the other from time to time. A notice is deemed to be given or served:

if delivered by hand, at the time it is left at the address;

if sent by prepaid post (whether ordinary first class, airmail, special delivery or recorded delivery), on the second Business Day after posting; and

if transmitted by email, at the time of despatch during business hours (for the purpose of this section, business hours means between 9.00 a.m. and 5.30 p.m. on a Business Day) or, if not within business hours, at the next period of business hours, but subject to the sender proving that the notice was sent to the email address of the recipient, using the highest importance level option for delivery and making the subject header of the email "Important legal notice".

This section does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

Severance

If any provision (or part of a provision) of this DPA is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain in force.

Waivers

A waiver of any right under this DPA is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given. No failure or delay by a party to exercise any right or remedy provided under this DPA or by law will constitute a waiver of that or any other right or remedy, nor will it prevent or restrict the further exercise of that or any other right or remedy.

Variation



Any variation to this DPA must be in writing and signed by both parties.

Third party rights

Nothing in this DPA confers or will be deemed to confer on any person who is not a party to this DPA a right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the terms of this DPA.

No partnership

Nothing in this DPA will be construed as constituting a partnership or joint venture between the parties.

Counterparts

This DPA may be executed in any number of counterparts, each of which when executed will constitute a duplicate original, but all the counterparts will together constitute the one agreement. .

Governing law and jurisdiction

This DPA and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation will be governed by and construed in accordance with Manx law.

Each party irrevocably agrees that the courts of the Isle of Man will have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this DPA or its subject matter or formation.

Execution as a deed

This DPA has been executed as a deed but is not delivered until it has been dated.

Executed by

N2 DIGITAL TECHNOLOGIES LIMITED

acting by a director

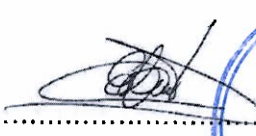
Signed by:
Signature Christopher J Looney
4C0FC67A7DA3432...
Print name Christopher J Looney

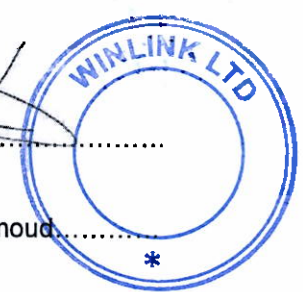
Executed by

Gouloud Hammoud, f/obo Guardian

Corporation B.V

acting as director

Signature 
Print name: Gouloud Hammoud



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Data Protection Particulars

The subject matter and duration of the processing	Subject matter: personal data processed in connection with the license of online casino games by the Supplier to the Operator. Duration: from the commencement of the Principal Agreements, up until the earlier of: - the Operator requesting the Supplier to delete the Operator Personal Data and the Supplier deleting the Operator Personal Data accordingly; and - termination of this DPA or the Principal Agreements, for whatever reason.
The nature and purpose of the processing	The processing of personal data by the Supplier on behalf of the Operator, for the purpose of performing the Services pursuant to the Principal Agreements, including: - supplying online casino games through the Platform for use by End Users; - reporting of revenue per jurisdiction; - providing customer support and similar operational assistance; - creating statistical data to analyse the performance of the online casino games; and - checking the jurisdiction of End Users to ensure that they are not located in any Restricted Territory.
The type of personal data being processed	In respect of the categories of data subjects described below: - End User's account / player ID; - IP addresses and respective geolocation data; and - End User's gaming and transaction activity.
The categories of data subjects	End Users who access online casino games (provided by the Supplier) through the N2 Platform.



Authorised list of Sub-Suppliers

Sub-Supplier
AWS
Datadog
Google Workspace
Slack
Atlassian

