

LIVE AND NON-LIVE CASINO GAMES AS A SERVICE AGREEMENT

by and between

EG OVERSEAS SERVICES B.V.

AND

WINLINK B.V.

25th June 2025

THIS LIVE AND NON-LIVE CASINO GAMES AS A SERVICE AGREEMENT (the "**Agreement**") is valid as of the date first above written.

PARTIES

1. **EG OVERSEAS SERVICES B.V.**, a limited liability company existing under the laws of Curaçao, bearing company registration number 135218 and having its registered offices at Abraham Mendez Chumaceiro Blvd. 03, Willemstad, Curaçao ("**Evolution**"); and
2. **WINLINK B.V.** a limited liability company existing under the laws of Curaçao, bearing company registration number 154346 and having its registered offices at Kaya Richard J. Beaujon z/n, Landhuis Joonchi 11, Curaçao (the "**Operator**")

Evolution and the Operator are referred together as the "**Parties**" and individually as a "**Party**".

WHEREAS

- (A) Evolution is a provider of online gaming solutions for the remote gaming industry, providing and operating a gaming platform into which the Games are integrated.
- (B) The Operator is a duly licensed provider of Online Gaming Services.

1 BACKGROUND AND PURPOSE OF THE AGREEMENT

- 1.1 The Parties hereby enter into this Agreement for the delivery and implementation of certain Live Games and Non-Live Games via Evolution's gaming software, platform and hardware that enables the Operator to use and access the Games as part of the Operator's overall game offering over the internet (the "**Solution**" as defined hereunder).
- 1.2 The purpose of this Agreement is to set forth the terms and conditions under which Evolution provides the Operator with the Solution and related Services.

2 DEFINITIONS

- 2.1 For the purposes of this Agreement, the following terms shall have the meanings defined below.

"Affiliate"	means any legal entity that (a) directly or indirectly owns or controls the Party, (b) is under the same direct or indirect ownership or control as the Party, or (c) is directly or indirectly owned or controlled by the Party, for so long as such ownership or control lasts. Ownership or control shall exist through direct or indirect ownership of fifty percent (50%) or more of the nominal value of the issued equity share capital or of fifty percent (50%) or more of the shares entitling the holders to vote for the election of the members of the board of directors or persons performing similar functions.
"Agreement"	means this Live and Non-Live Casino Games as a Service Agreement together with its Exhibits and any and all amendments, appendices, Purchase Orders and other documents thereto, which may be agreed upon from time to time.
"AML Documentation"	means due diligence and KYC documentation provided by the respective Parties.
"AML Legislation"	means all anti-money laundering, anti-terrorist financing, government sanction and KYC laws in effect in any jurisdiction in which a Party carries on business or owns assets, including any guidelines or orders thereunder.



"Applicable Law"	means any domestic or foreign statute, law, common law, ordinance, binding policy, binding guidance, rule, administrative interpretation, regulation, order, writ, injunction, directive, judgement, decree, permit or other requirement that applies to any of the Parties, including those set forth by the Regulatory Authority.
"Back Office Tools"	means that suite of support tools for the Solution and for the Games provided by Evolution, through which the Operator may provide customer services and access reports and account administration.
"Bets"	means the total amount of wagers made by Players on the Games.
"Betting"	means making or accepting a bet on: (a) the outcome of a race, competition, sporting event or other event or process; (b) the likelihood of anything occurring or not occurring; or (c) whether anything is or is not true.
"Bonus Tools API"	means the proprietary in-house tools and software developed by Evolution and provided to the Operator in the Back Office Tools enabling <i>inter alia</i> the Operator to reward Players instantly with automatically triggered campaigns including free games, free spins and targeted push messages sent directly to single or multiple Players in-game and that provides the Operator with game data to produce leaderboards, big wins, achievement points, etc.
"Branded Agreements"	means the various agreements entered into between Evolution and/or its Affiliates and the Intellectual Property Owners for use of the Licensed Property.
"Branded Games"	means those Game(s) developed by Evolution using any third-party property or assets which, as at the Effective Date, are listed in sections 3 and 4 of Exhibit 2, as may be subject to additional terms and conditions as agreed between the Parties: (a) as at the Effective Date which are set out in Exhibit 4; or (b) at any time thereafter, in virtue of a Purchase Order to this Agreement, and, which, upon signing of the relevant Purchase Order, shall be deemed to be Games forming part of the Solution.
"Business Days"	means any day other than a Saturday, Sunday, or legal holiday.
"Channels"	means iOS and Android (desktop and mobile).
"Claim"	means a written request by a Party for indemnification under section 10 of the Agreement.
"Commencement Date"	means the date when the first Game will be made available at the Gaming Site for real-money play by Players (i.e., commercial go-live date).
"Competitor"	means, in the case of the Operator, any other service provider or operator of Online Gaming Services anywhere in the world and, in the case of Evolution, any other service provider of games for remote based online gaming on a B2B basis anywhere in the world.
"Confidential Information"	Info- means all commercial, financial, marketing, technical or other information of a secret or confidential nature (including trade secrets, Intellectual Property Rights, Operator Data, know-how and customer information) relating to a Party and disclosed (regardless of whether the said material or information is disclosed in writing, verbally or by any other means) by such Party to the other Party whether before, on, or after the Effective Date.

“Dedicated Tables”	means those Live Game tables (a) which are branded to the specifications of the Operator, and (b) which are for the exclusive use of the Players, and (c) which may be supplied with native speaking croupiers/live dealers of the language(s) agreed between the Parties.
“Derivative Works”	means (a) for copyrightable or copyrighted material: a work that is based upon one or more pre-existing works, such as a revision, modification, translation, abridgment, condensation, expansion, collection, compilation or any other form in which such a pre-existing work may be recast, transformed or adapted, and that, if prepared without authorization by the owner of the pre-existing work, would constitute copyright infringement, (b) for patentable or patented material: any adaptation, addition, improvement, or combination based on a pre-existing work, and (c) for material subject to trade secret or protection or confidentiality obligations: any new material, information, or data relating to and derived from such existing trade secret material or Confidential Information, including new material which may be protected by copyright, patent, trade secret or other proprietary rights.
“Disabling Devices”	means undisclosed software viruses, time bombs, logic bombs, trojan horses, trap doors, back doors, or other computer instructions, intentional devices or techniques that are designed to threaten, infect, assault, vandalize, defraud, disrupt, damage, disable, maliciously encumber, hack into, incapacitate, infiltrate or slow or shut down a computer system or any component of such computer system, including any such device affecting system security or compromising or disclosing Player data in an unauthorized manner.
“Disclosing Party”	means the Party disclosing Confidential Information to the Receiving Party, including to any Affiliate of the Receiving Party.
“Effective Date”	means the date first above written.
“Error”	means an error or a defect that affects the proper functioning of the Solution, but excluding errors, defects or malfunctions that are attributable to a fault of the Operator.
“Euro”, “€” or “EUR”	means the lawful currency of the member states of the European Union that have adopted the single currency in accordance with the Treaty establishing the European Communities, as amended by the Treaty on European Union.
“Excluded Jurisdiction(s)”	means those jurisdictions listed in Annex A of Exhibit 4. The list of Excluded Jurisdiction(s) may be amended from time to time by Evolution in line with the requirements of the Intellectual Property Owners upon 30 (thirty) days' written notice (email permitted) to the Operator or less where such shorter notice period is required due to changes in Applicable Law and/or restrictions imposed by the Intellectual Property Owners.
“External Event”	means any of the following that has a material adverse effect upon the performance by Evolution of its obligations: (a) failure by the Operator to comply with the System Operation Requirements; or (b) any material failure of or defect in (i) the Gaming Site(s) including its interfaces with the Solution or (ii) any of the Operator's hardware, software and/or other systems used in connection with the Solution; or (c) any act of any Regulatory Authority; or (d) any act or omission of the Operator or of its Player(s).
“FIAT Currency”	means currency issued by the relevant body in a country or by a government that is designated as legal tender in its country of issuance through, amongst other things, government decree, regulation or law.
“Force Majeure Event”	means an event, whether or not foreseen, that (a) is beyond the reasonable control of one Party and is not due to the fault or negligence of such Party, and



(b) could not have been avoided by such Party's exercise of due diligence, that prevents that Party from complying with any of its obligations under this Agreement, including, but not limited to, an act of God (such as fire, explosion, earthquake, drought, tidal wave and floods), war, hostilities, invasion, revolution, civil war, acts or threats of terrorism, change of legislation, breakdown or failure of computer systems or the internet, hacking or attacks on computer systems or data, loss of or interruption of power supplies or communications facilities, strike or lock-out, epidemics and pandemics.

"Game Certifications"	means those certifications issued by third-party testing agencies/labs that carry out in-depth testing on online games including (but not limited to) testing on RTP rate and random number generation.
"Game Group(s)"	means each category of Games which as at the Effective Date consist of (a) Live Games; and (b) Non-Live Games, as these may be further sub-categorised by brand.
"Game Shows"	mean those Live Games that are not normally seen on the floor of a traditional casino and may consist of adaptations of television shows that are offered for real-money gaming such as Golden Wealth Baccarat, Lightning Baccarat, Lightning Dice, Super Sic Bo, Lightning Roulette, Cash or Crash, Mega Ball, Side Bet City, Football Studio, Dream Catcher and Crazy Time.
"Games"	means all the games for remote based online gaming provided to the Operator through the Solution under the Agreement inclusive of the Live Games and the Non-Live Games.
"Gaming"	means any game of chance (which may also involve an element of skill) which: (a) is bingo, poker, backgammon or a lottery, including any variations thereof; or (b) is of a type that is played in casinos or is a derivative of such a game (including, without limitation, roulette, baccarat, blackjack, craps, keno, virtual slot machine, hi-lo and dice); or (c) is a Game Show and in all cases may be made available on a free or pay basis.
"Gaming Site(s)"	means the following URLs www.winity.com and all future online sites offering Online Gaming Services operated by the Operator as amended from time to time.
"Generic Tables"	means all those tables used for Live Games that are not Dedicated Tables.
"Good Industry Practice"	means that degree of professionalism, skill, diligence, prudence and foresight which would be expected from a skilled and experienced recognized service provider of similar stature as the Parties hereto under similar circumstances.
"Gross Gaming Revenue / GGR"	for each month, GGR shall be calculated as follows: + Aggregate of all Bets/stakes - Wins (excluding progressive jackpot wins) - Progressive jackpot contributions (to the extent applicable) = Gross Gaming Revenue / GGR.
"ICT"	means information and communication technology.
"Intellectual Property Owners"	means the third-party entities who own the Intellectual Property Rights used by Evolution and/or its Affiliates in the creation of the Branded Games.
"Intellectual Property Rights"	means patents, inventions, trademarks, service marks, trade names, logos, domain names, business names, rights in designs (including registered designs and design rights), copyright (including rights in computer software and moral



rights), database rights, rights in know-how, trade secrets and all other intellectual property rights, in each case whether registered or unregistered and including applications for grant of any of the foregoing and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world now or in the future together with all (a) rights to the grant of and applications for the same, (b) corresponding applications, re-issues, extensions, divisions and continuations of the aforesaid, and (c) all similar and analogous rights in any country or jurisdiction.

"Jackpot Games"		means those Games in relation to which Players can win a jackpot.
"Jackpot Service"		means the provision of Network Jackpots which is subject to the additional terms and provisions set out in Exhibit 7.
"Key Account Manager"		means an employee of Evolution designated as such by Evolution who is responsible for the oversight and overall management of this Agreement on behalf of Evolution and who shall also act as a central point of contact between the Operator and Evolution.
"KYC"		means 'know-your-customer'.
"Licensed Property"		means any and all Intellectual Property Rights licensed by Evolution or by its Affiliate(s) from the Intellectual Property Owners appearing in the Branded Games.
"Live Broadcast"		means the "real time" or close to "real time" streamed broadcast of the Live Games from Evolution's live dealer studios via the Solution.
"Live Games"		means those Games and Game Shows from time to time set up by Evolution in its live dealer studios that may use either a Generic Table, a Dedicated Table or any other physical table that are offered to the Operator via a Live Broadcast.
"Material Change"	Adverse	means a material change in Applicable Law and/or an intervention by a Regulatory Authority taking place or being proposed that adversely affects a Party's ability to fulfil its obligations under the Agreement.
"Net Contribution"		means the Progressive Jackpot Contribution less the Progressive Jackpot Win.
"Net Gaming Revenue / NGR"		for each month, NGR shall be calculated as follows: GGR - to the extent applicable, those deductions set out in the sections titled "NGR Definition for Live Games" and "NGR Definition for Non-Live Games" of sections 3 and 4, respectively, of Exhibit 2 = Net Gaming Revenue / NGR.
"New Gaming Site(s)"		means Gaming Site(s) added after the Effective Date.
"New Market(s)"		means those jurisdictions or markets added after the Effective Date whether or not they fall within the definition of Territory.
"New Regulated Market(s)"		means those Regulated Market(s) added after the Effective Date.
"Non-Live Games"		means all those Games that are not offered to the Operator via a Live Broadcast.
"Online Gaming Services"		means Betting and/or Gaming services provided via the internet or via mobile devices.



"Operator Data"	means all data and/or information developed, received or acquired by Evolution under this Agreement and which originates from the Operator and its operations, Players, employees, assets and programs in whatever form such data and/or information may exist, including, but not limited to, all data related to play of the Games by Players.
"Operator Materials"	means all materials, including, but not limited to, Operator Data that the Operator provides to Evolution under this Agreement.
"Performing Rights or Related Fees"	means any fees, charges, costs or royalties (including synchronisation fees and equitable remuneration) charged by or payable to any collecting organization or any other third party, in respect of the exploitation (whether by way of public performance, synchronisation, exercise of the making available right or otherwise) of any musical works (and/or the associated literary works), sound recordings or rights in performance in any way related to the Games and/or to the Operator Materials.
"Persistent Failure"	means when there are more than (a) 12 (twelve) Response Time Violations within a month; and/or (b) 3 (three) Uptime Violations per month for 3 (three) consecutive months.
"Player"	means a player who accesses any of the Games through the Gaming Site(s) and, where applicable, the New Gaming Site(s).
"Prohibited Content"	means advertising or content that: (a) promotes pornographic material or is lewd, profane, obscene, unlawful; (b) is defamatory, libellous, discriminatory or constitutes "hate speech"; (c) infringes the rights (including the Intellectual Property Rights) of third parties; and/or (d) incites or encourages racism.
"Purchase Order"	means the Operator's purchase orders for the Solution and Services made under this Agreement on the basis of the template in Exhibit 5, which may define in more detail the terms and conditions pursuant to which the Services are provided. For the sake of clarity, the Parties may enter into a Purchase Order for the purpose of defining the commercial and special terms, if any, applicable to Branded Games from time to time.
"Receiving Party"	means the Party receiving Confidential Information from the Disclosing Party, including from any Affiliate of the Disclosing Party.
"Regulated Market(s)"	means all market(s)/territories in relation to which: (a) the Parties possess the Requisite Permits; and (b) a Regulatory Authority exerts a level of oversight and control and levies a Gaming Tax on its licensees.
"Regulatory Authority"	means any governmental, semi-governmental, administrative, fiscal, judicial, or quasi-judicial body, department, commission, authority, tribunal or agency having authority over the services provided pursuant to this Agreement.
"Requisite Permits"	means all licenses, permits, authorizations and approvals that are required by Applicable Law for the legitimate provision of the Solution or for the operation of the Gaming Site or to, otherwise, carry out the business activities contemplated under this Agreement, as applicable.
"Response Time Violation"	means a failure by Evolution to achieve the target response times set out in section 4 of the Service Level Agreement (SLA) (Exhibit 1).
"Responsible Gambling"	means all policies and strategies from time to time put in place (including by Regulatory Authorities) to help Players to gamble in a manner that is not detrimental to their health and to stay within limits that they can reasonably afford.
"RTP"	means return to player.

"Services"	means the provision and operation of the Solution by Evolution under this Agreement. The Services may be further extended and/or modified in Purchase Order(s).
"Service Credits"	means a deduction from the Service Fees payable by Evolution in the form of a credit note in response to Evolution's failure to meet the Uptime of the Solution set out in section 2 of Exhibit 1 (SLA) which is calculated as a percentage of the Service Fees and which varies depending on the severity of the Uptime violation, as further set out in section 11 of Exhibit 1 (SLA).
"Service Fees"	means the fees payable by the Operator to Evolution set out in Exhibit 2 and/or in any applicable Purchase Order(s).
"Service Items"	means the individual aspects of the Services which Evolution offers separately, whether to its customers in general, or to the Operator specifically from time to time.
"Service Level Agreement / SLA"	means the service levels for the Solution specified in the service level agreement attached as Exhibit 1 to this Agreement.
"Solution"	means Evolution's in-house hardware and software architecture by means of which the Operator (and/or its Affiliates) may access: (a) the Games, to offer them to Players, (b) the Jackpot Service, (c) the Back Office Tools, and (d) any other services that Evolution may, at its sole discretion, offer from time to time.
"Solution Documentation"	means documentation created, maintained and updated as necessary by Evolution in written and/or electronic form, which includes any and all information necessary for a skilled professional proficient in ICT to integrate to or use the Solution.
"System Operation Requirements"	means the ICT architecture and functionality specifications and the applicable performance standards required to be implemented and maintained by the Operator in order to receive the Solution, as notified by Evolution to the Operator and as updated or amended from time to time by Evolution in writing (email permitted).
"Term"	has the meaning set out in section 16.2.
"Territory"	means the world but excluding: (a) in relation to the Branded Games, the Excluded Jurisdiction(s) as applicable; and (b) in relation to all Games, (i) those Regulated Market(s) in relation to which the Parties do not possess the Requisite Permit(s) and (ii) those jurisdictions from time to time subject to international sanctions under the EU and UN sanctions lists and (iii) where it is, otherwise, illegal to offer Online Gaming Services.
"Territory Specific Agreement/ TSA"	means those agreements entered into between the Parties or their Affiliates in accordance with section 3.2.3, using the template provided at Exhibit 6.
"Uptime Violation"	means a failure by Evolution to achieve the Uptime level set out in section 2 of the SLA (Exhibit 1).
"Virtual Currency"	means any electronic trading currency that is not FIAT Currency which shall include cryptocurrencies and any other value storage tokens that are not considered to be the legal tender.
"Wins"	means the total amount of winnings during a month resulting from Bets.

3 PROVISION OF THE SOLUTION

3.1 General obligations of Evolution

3.1.1 Evolution shall provide the Services to the Operator in accordance with this Agreement. The scope of the Services may be expanded, changed or modified by any Purchase Order(s) concluded by the Parties in relation to possible future Games and other additional work to be provided by Evolution.

3.1.2 Game Certifications. To the extent applicable, Games included in the Solution will possess the Game Certifications required in the Territory by Applicable Law.

3.1.3 RTP. Evolution shall determine the payout tables and the RTP of the Games in accordance with Applicable Law.

3.2 Right to use (and access to) the Solution

3.2.1 Evolution grants for the Term of this Agreement and any relevant Purchase Orders a non-exclusive right for the Operator and its Affiliates to use the Solution together with all related documentation, information, and media for the purposes of providing Games to its Players at the Gaming Sites within the Territory. Unless expressly agreed otherwise in writing, the Operator may make available such of the Games as it decides from time to time subject to the terms of this Agreement.

3.2.2 Addition of New Gaming Site(s). In the event that the Operator wishes to offer the Solution on New Gaming Site(s), the Operator shall notify Evolution accordingly in writing (email permitted) and provide Evolution with documentary evidence to show that the New Gaming Site(s) are owned or, otherwise, operated by the Operator or by an Affiliate. The Operator shall not offer the Solution on the New Gaming Site(s) before receiving Evolution's written consent (email permitted) which shall not be unreasonably withheld, delayed, denied or conditioned. The definition of Gaming Site(s) will automatically include the New Gaming Site(s) upon authorization by Evolution.

3.2.3 Addition of New Market(s), Regulated Market(s), entering into of TSAs. The Parties shall enter into a TSA: (a) whenever the Operator's offering of the Games in any New Market or in any other market falling within the definition of Territory is via an Affiliate; (b) in respect of any New Regulated Market(s); and/or (c) whenever new commercial terms apply to the provision of the Solution in a New Market(s) and/or New Regulated Market(s). In all other cases, the extension of the Operator's offering of the Games to a New Market shall be requested by the Operator and authorized by Evolution in writing (email permitted), which authorization shall not be unreasonably withheld, delayed, denied or conditioned. The definition of Territory will automatically include the New Market(s) or Regulated Market(s), as the case may be, upon the execution of a TSA or authorization by Evolution, as the case may be.

3.2.4 Addition of new Games to the Solution. The addition of new Game(s) to the Game library shall not be regarded as a new Service and a separate Purchase Order shall not be concluded unless new commercial terms and/or additional terms imposed by the Intellectual Property Owner(s) apply to such new Game(s).

3.2.5 Dedicated Tables. If a Dedicated Table requested by the Operator and agreed to in writing between the Parties ceases to be offered to Players before the end of the Dedicated Table Term (defined in Exhibit 2), or if the Agreement is terminated for reasons imputable to the Operator before the expiry of the Dedicated Table Term, the Operator shall pay the Dedicated Tables Opex Fee (defined in Exhibit 2) for each such Dedicated Table multiplied by the number of months remaining to the completion of the Dedicated Table Term. The Parties acknowledge and agree that such payments are in no sense a penalty but are intended as a bona-fide estimate of the direct damages suffered by Evolution in the circumstances. After the Dedicated Table Term, a Dedicated Table can be withdrawn by either Party at any time by providing the other Party with no less than 6 (six) months written notice (email permitted), such notice not to

expire (and such termination not to take effect) earlier than last day of the Dedicated Table Term.

- 3.2.6 Native Tables. Native Table(s) (defined in Exhibit 2) can be withdrawn by either Party at any time by providing the other Party with no less than 3 (three) months written notice (email permitted).
- 3.2.7 Jackpots. Evolution shall be solely responsible for determining the amount of all jackpot contributions, levels and fall-outs in relation to Network Jackpots. These results shall be conclusively determined by the RNG system on the basis of data generated by the Non-Live Games. The Operator is solely responsible for determining the amount of all jackpot contributions, levels and fall-outs for local jackpots.
- 3.2.8 IT-Security. Each Party is responsible for having adequate IT-security systems in place for all its systems in order to fulfil any requirements on data protection, personal integrity protection and anti-money laundering requirements that might be relevant, as well as to protect the systems from third party attacks etc..
- 3.3 **Provision of the Services**
- 3.3.1 The Services will be performed by Evolution. These Services include the following:
- (a) connection of the Operator's ICT infrastructure/platform to the internet and hosting/operation of the Solution;
 - (b) provision of standard 24/7/365 2nd line technical service desk support to the Operator for the Games and the Solution;
 - (c) technical integration support, including guidance during set-up and assistance with reviewing the Solution. The Operator is responsible for its own costs and expenses in connection herewith; and
 - (d) provision of reasonable remote systems operations training to the Operator's relevant staff.
- 3.3.2 Ordinary system maintenance and updates shall be in accordance with section 3.6 below and subject to the SLA (Exhibit 1).
- 3.3.3 Notwithstanding the terms and conditions in the SLA, Evolution may without any liability issue an emergency takedown notice in writing (email permitted) to the Operator for a specific Game or set of Games at any time upon becoming aware of any Error in the operation of the Solution. Upon receipt of an emergency takedown notice, the Operator shall promptly remove such Game(s) from the Gaming Site(s). Should the Operator become aware of any Error in the operation of the Solution, it shall without delay (a) remove the affected Game(s) from the Gaming Site(s) and (b) provide Evolution with a written notification thereof.
- 3.4 **Integration and launch**
- 3.4.1 The Parties acknowledge that the integration between the Operator's ICT infrastructure, including e.g., front-end systems, back-end systems, solutions and interfaces, and the Solution will require efforts from both Parties. The Parties shall provide knowhow and resources as required to make the integration process as smooth and quick as possible. Evolution will provide relevant technical information and the Solution Documentation to facilitate and enable the integration.
- 3.4.2 The Parties shall carry out the integration and launch of the Games in accordance with the initial project and launch plan agreed between the Parties, which may be amended from time to time to comply with the agreed roadmap.
- 3.4.3 Each Party shall appoint a proficient project manager to the delivery project that will be the primary contact point for project execution.

3.4.4 Evolution shall fully and openly co-operate with any third party that the Operator may from time to time appoint to participate in the implementation of the Solution.

3.5 **Solution Documentation**

3.5.1 Evolution shall provide the Operator with the Solution Documentation at no additional cost.

3.5.2 Evolution shall retain title to, as well as Intellectual Property Rights and other rights, in the Solution Documentation. During the Term, the Operator shall have a worldwide, non-exclusive, fully paid and gratuitous right to use and to disclose the Solution Documentation to third parties for the purposes of this Agreement e.g., to integrate and use the Solution.

3.6 **Updates**

3.6.1 Evolution may update the Solution with maintenance releases (i.e., updates, revisions or other modifications) from time to time during the Term provided that the updates do not result in a material reduction of the functionality, performance, availability or security of the Solution. To the extent applicable, the Operator shall accept and implement such updates without delay. Evolution will provide sufficient advance notice to the Operator if it is reasonably foreseeable to Evolution that any such maintenance release could require the Operator to make modifications to its own interfacing systems, data structures, processes or Requisite Permits.

3.6.2 Evolution shall test each maintenance release in accordance with Good Industry Practice and Evolution's standard test procedures prior to its installation.

3.7 **Operator Data**

3.7.1 Evolution and its Affiliates shall not use the Operator Data for any purpose other than as expressly agreed in the Agreement, and shall not assert liens or other rights over, or sell, disclose, use, assign or, otherwise, dispose of or exploit commercially or otherwise, or provide the Operator Data to third parties Data without the Operator's prior written approval. The Operator Data is subject to the following restrictions: The Operator Data may not be used other than improving game functionality and game profitability, end user engagement or fulfillment of legal obligations and shall not be used for Evolution's and its Affiliates' general business operations, third-party clients, or aggregated analytics unrelated to the services provided under this Agreement.

3.7.2 The Operator may retrieve Operator Data from the Solution at any time upon written notice to Evolution.

3.7.3 Evolution shall not take any action to intentionally erase any Operator Data stored in the Solution. As at the Effective Date, the retention period for Players' gaming data is a maximum 12 (twelve) months from each gaming event. The foregoing retention period continues to apply after the termination of the Agreement. Thereafter, or upon a written request of the Operator, Evolution shall return, or if the Operator so elects, destroy (and in the case of such destruction, certify, on reasonable notice, that such destruction has taken place) such Operator Data. Evolution acknowledges that a Regulatory Authority may require the Operator to retain certain Operator Data for longer time periods. To assist the Operator in fulfilling such obligations, the Parties will discuss in good faith the retention of certain defined Operator Data beyond the above-mentioned standard retention period.

4 **GENERAL OBLIGATIONS OF THE OPERATOR**

4.1 **Use of the Solution**

4.1.1 The Operator shall not under any circumstances: (a) disassemble, reverse engineer or decompile the Solution, whether in part or in full; (b) access the Solution or use the Solution Documentation in order to build a similar or competitive product; (c) develop, produce, make, distribute, license, exploit any Derivative Work of the Solution; (d) modify, remove or obscure any proprietary notices placed on the Solution and/or on any of the Games; (e) copy the Solution by any means for any purpose whatsoever except if and to the extent that may be required for

compliance with Applicable Law and, in such cases, subject to Evolution's prior written consent that shall not be unreasonably withheld, conditioned or delayed and subject to the Operator providing evidence to Evolution of such requirements; (f) attempt to derive the source code from, or any other Confidential Information relating to, the Solution except as permitted by Evolution in writing in its absolute discretion; (g) use the Solution for any purpose other than for offering the Games to Players over the internet from the Gaming Site(s) for real-money wagering; (h) include in the Gaming Site(s) any material that could adversely affect Evolution's name, image or reputation such as by including Prohibited Content; (i) place, permit or allow any advertising of the Solution and/or of the Games in contravention of any Applicable Law such as by advertising the Solution and/or the Games on websites or other digital properties which encourage or facilitate crime, or which encourage or facilitate the unlawful use of Intellectual Property Rights (such as by so-called file-sharing sites or otherwise); and (j) allow any third parties that are not expressly authorised in writing by Evolution or, otherwise, expressly permitted by this Agreement, to access or to use the Solution.

4.2 **Testing and acceptance of the Solution**

4.2.1 The Operator is responsible for performing the integration and functional testing prior to the Commencement Date for the purpose of ensuring the proper functioning of the Games on the Gaming Site(s) and, in the event of any update of the Operator's production game environment, for undertaking the testing required to ensure that the Games are after such update functioning properly on the Gaming Site(s). In case a Game that has already been launched is updated, Evolution will test the functionality of the updated Game and the Operator will, where required, undertake the testing required for ensuring that the updated Game is functioning properly on the Gaming Site(s). It is stated for clarity that all testing defined in this section 4.2.1 shall be performed on all applicable Channels, operating systems and browsers.

4.2.2 The Operator shall immediately notify Evolution in writing of any Errors it has detected in the Services.

4.2.3 Evolution shall, in line with Good Industry Practice, correct any Errors discovered during acceptance testing. Evolution shall correct the Error or have the Error corrected at its own expense and according to its possibilities. If this is not reasonably possible, Evolution shall work around the Error at its own expense. If the Error is so significant that, due to the Error, the purpose of the Agreement remains essentially unfulfilled, either Party may terminate the Agreement.

4.2.4 The Solution shall be deemed accepted when the Operator takes the Solution into commercial use.

4.3 **Prices and payment terms**

4.3.1 The Operator shall pay the Service Fees applicable to the Solution and the Services set out in Exhibit 2 and in any applicable Purchase Order(s). Service Fees may be invoiced by Evolution or by the relevant Evolution Affiliate. If the Service Fees for any additional content that Evolution makes available in the future through the Solution differ from the Service Fees set out in Exhibit 2, such Service Fees shall be agreed on a case-by-case basis in a separate Purchase Order by and between the Parties. Otherwise, the relevant existing Service Fees shall apply to any new Games added by Evolution if the Operator chooses to offer such new Games to Players.

4.3.2 All Service Fees based on Revenue Share (as defined in Exhibit 2) shall: (a) without prejudice to section 16.11 and unless expressly agreed otherwise in Exhibit 2 be fixed during the Term of the Agreement, or in the Term of the applicable Purchase Order(s), as the case may be; (b) be payable on a monthly basis unless expressly stated otherwise in this Agreement or in a Purchase Order; (c) be calculated on NGR/GGR generated by the Operator aggregated across all markets falling within the definition of Territory unless expressly agreed otherwise; (d) be calculated by Evolution on the basis of data derived from Evolution's back office/Bonus Tools API. In the absence of manifest error or fraud, such data shall be conclusive and final; (e) have a cut-off time for the purposes of determining daily or monthly activity based on the back office time zone which is UTC on the Effective Date; (f) be based on calculations of revenues by markets undertaken using Player IP information available from the back office; (g) in the case

of multiple integrations and/or sub-integration(s), be summed and the calculations of Service Fees and other prices will be based on the summation unless otherwise agreed in writing; (h) exclude test data only if test activity was undertaken using the appropriate test account; (i) be calculated and levied separately in respect of each Game Group; (j) allow for offsetting of negative GGR/NGR against positive GGR/NGR between Games falling within the same Game Group with the express exception of Premium Games in respect of which the Revenue Share will be levied on a game-per-game basis and no offsetting of negative GGR/NGR shall be allowed between the said games. Accordingly, whenever a Premium Game generates negative GGR/NGR in a month, the Revenue Share in respect of such Premium Game in such month shall be zero; and (k) whenever offsetting of negative GGR/NGR is allowed, not allow any carry over of any balance of negative GGR/NGR left over following the setting off into the following and into subsequent months under any circumstances whatsoever. Section (d) above shall apply as applicable to all deductions set out in the sections titled "NGR Definition for Live Games" and "NGR Definition for Non-Live Games" of sections 3 and 4, respectively, of Exhibit 2.

- 4.3.3 Evolution may adjust the Service Fees and prices (other than Revenue Share-based components) once every 12 (twelve) months during the Term to correspond with an increase in the cost of the provision of the Services, the Solution and/or a Service Item (a "**Price change**"), e.g. increases caused by inflation. For the sake of clarity, the first possible Price change can be made after 12 (twelve) months from the Effective Date. The Price change is only possible to the extent the relevant components of the Service Fees or prices have not been agreed to be fixed in Exhibit 2 or in the relevant Purchase Order and only if the following conditions are met:

- (a) the reason for the Price change has arisen after the Effective Date; and
- (b) the reason for the Price change is not attributable to Evolution's activities (apart from changes based on general salary development).

Evolution shall notify the Operator in writing of any contemplated Price change including a reasonably detailed explanation of the general cost development on which the Price change is based in accordance with subsections a) and b) above at least 2 (two) months prior to the moment when the Price change would enter into force. If no unanimous decision can be reached on the Price change, either Party shall have the right to terminate the relevant Purchase Order and/or the specific part of Services affected by the Price change upon at least 1 (one) months' prior written notice to the other Party.

- 4.3.4 As invoices are generally sent out in arrears on or around the middle of the month following the month being invoiced, Service Fees are payable within 15 (fifteen) days of the date of an undisputed invoice (the "**Due Date**"). A request by the Operator to adjust any disputed invoice shall be made by no later than 30 (thirty) days after the last day of the month covered by the invoice. In default, and in the absence of manifest error or fraud, the Operator shall not be entitled to any adjustments to the relevant invoice. If a requested adjustment is acceptable, Evolution will provide the Operator with a credit note.

- 4.3.5 Jackpot Service. To the extent applicable, Evolution will include a payment request for the Net Contribution owed on a monthly basis in the billing process. The request will cover the Net Contribution for the prior calendar month and payment shall be made within the credit terms set out in section 4.3.4. If the Progressive Jackpot Win(s) are higher than the Progressive Jackpot Contributions for the month, surplus will be allocated to the Operator's account balance with Evolution. If the balance resulting from this surplus is higher than the total amounts owed to Evolution, the Operator may request in writing (email permitted) a refund of the excess surplus which will be processed within 15 (fifteen) Business Days of such request.

- 4.3.6 Evolution shall not charge for travel time or travel expenses unless agreed between the Parties in advance in writing.

- 4.3.6 Unless specifically otherwise agreed in this Agreement or in any Purchase Order, if any part of the Solution is terminated before the expiry of a period for which the Operator has paid the Service Fees, the Operator is entitled to a pro rata refund of the Service Fees paid for in advance.

- 4.3.7 The Service Fees and prices payable to Evolution shall be paid in Euro to the bank account indicated by Evolution in the relevant invoices or, otherwise, in writing (email permitted). The Parties shall each bear their transfer fees and other bank fees.
- 4.3.8 The Service Fees and prices stated in this Agreement are exclusive of Value Added Tax (VAT), sales taxes and other duties, fees, excises or tariffs and withholding taxes, where applicable. Such VAT, sales taxes and possible other charges, duties, fees, excises or tariffs or withholding taxes shall be paid by the Operator at the rate prevailing at the time of payment. For the avoidance of doubt, Evolution shall be responsible for any taxes imposed on Evolution by the tax authority in the jurisdiction where Evolution is domiciled. Both Parties shall use all reasonable efforts to assist the other Party in acquiring any tax authority or similar official statement in its domicile that the other Party needs and has requested and that relates to this Agreement, including, but not limited to, a certificate of tax residency. Evolution warrants that it is a tax resident in Malta and entitled to the benefits granted in the applicable double tax treaty.
- 4.3.9 If the Operator fails to pay any Service Fees and prices by the Due Date, Evolution may: (a) charge interest on the overdue amount at the rate of 4% (four per cent) per annum above the base rate at the time of the European Central Bank from the Due Date up to the date of actual payment, provided that the interest rate shall not exceed the maximum allowed by Applicable Law; (b) after a grace period of 14 (fourteen) days from the Due Date, suspend the provision of the Solution to the Operator until Evolution has received the full amount of arrears and interest in cleared funds; and/or (c) terminate this Agreement immediately by written notice (email permitted) to the Operator if payment has not been received by Evolution within 45 (forty five) days of the relevant Due Date, in all cases without any liability to the Operator. The Operator shall reimburse Evolution for all costs and/or charges incurred in collecting amounts due under this Agreement and all reasonable attorney's fees and legal expenses (including, without limitation, those incurred in a successful defense or settlement of any counterclaim brought by Operator).
- 4.4 **Other obligations of the Operator**
- 4.4.1 The Operator shall: (a) comply with any codes of conduct, policies or other notices provided by Evolution in writing (email permitted) from time to time; (b) whenever it elects to accept funds through Virtual Currency methods, ensure that it shall adopt additional processes to adequately and robustly determine the source of funds of Players and the true identity of such individuals; (c) ensure that the Operator Materials do not infringe the Intellectual Property Rights of any third party; (d) to the extent that the Operator's offering of Games includes the Branded Games, ensure its strict compliance with the terms and conditions of Exhibit 4; and (e) immediately notify Evolution if the Operator becomes aware of a security breach or any unauthorized access related to the Solution.
- 4.4.2 System Operation Requirements. The Operator undertakes and agrees to implement and maintain at all times the System Operation Requirements.
- 4.4.3 Launch of Games. The Operator will only present the Games on its Gaming Site(s) and/or make them available to Players after the integration and acceptance testing have been completed and the Game(s) have been enabled for launch.
- 4.4.4 Visibility of Games. Without prejudice to any marketing commitments set out in Exhibit 2, the Games shall be clearly visible and easily accessible to Players within the Gaming Site(s).
- 4.4.5 Age verification. The Operator shall, in line with Good Industry Practice, ensure that on all Gaming Site(s), measures are put in place to establish Player age, address and place of residence. Upon request (email permitted), the Operator shall provide Evolution with evidence to support compliance.
- 4.4.6 Geo-blocking. The Operator shall have in place such technical and administrative measures (such as geo-blocking/geo-filters and IP addressing) in line with Good Industry Practice to ensure that: (a) the Games are only being accessed by Players located in the Territory; and (b) the Branded Games are not being accessed by Players located in the Excluded Jurisdiction(s).

Upon request (email permitted), the Operator shall provide Evolution with evidence to support compliance.

- 4.4.7 Copies of Games. The Operator shall not to offer to Players from the Gaming Site(s) across all Channels any games that infringe Evolution's Intellectual Property Rights. Evolution may advise the Operator of such games from time to time in writing (email permitted).
- 4.4.8 1st line Customer Support. The Operator is responsible for providing its Players with 1st line customer support.
- 4.4.9 Fraud Control. The Operator shall, in line with Good Industry Practice, be responsible for maintaining strict fraud control to ensure that chargebacks, cheating and other fraudulent or dishonest practices/behaviour by Players is minimized. The Operator shall apply appropriate safeguards in its own internal risk systems and include clear contractual terms and conditions in its standard end user license agreements (EULA) that enable the Operator to cancel Wins and return Bets to Players whenever the Operator and/or Evolution, acting reasonably, have good reason to suspect that (a) a Game (or Games) has been subject to (i) game malfunction; and/or (ii) fraudulent manipulation or tampering by Player(s); and/or (b) a Player has cheated, improperly influenced or, otherwise, created an unfair advantage in the outcome of a Game.
- 4.4.10 Game rules. The Operator shall ensure that (a) it shall not obscure any rules applicable to the Games, including, in respect of Jackpot Games, how the Jackpot Bets contribute to the Progressive Jackpot Prize and/or the Lower Wins Prizes (as applicable); (b) clear information describing the prizes potentially offered by the Games and the means by which they are calculated or determined shall be made available to Players before they commit to gamble on the Games; (c) its ICT systems shall be reasonably capable of recovering from failures that may cause interruptions to the provision of the Games, including, in the case of Jackpot Games, preserving the value of the Progressive Jackpot Prize and/or the Lower Wins Prizes (as applicable); (d) Players' displays containing information relating to jackpot values are refreshed reasonably frequently, including where the Progressive Jackpot Prize is won and reset; and (e) Players are notified of the procedures available to them in the event of any dispute relating to a Game.
- 4.4.11 Test Account. The Operator shall provide Evolution with a test account to enable Evolution to access the Gaming Site(s) to test the Games as a normal Player.
- 4.4.12 Bonus Tools API. The Operator shall integrate its ICT infrastructure with the Bonus Tools API within such time-frames established in the initial project and launch plan agreed between the Parties. The Operator shall only be entitled to claim Bonuses deductions done via the Bonus Tools API.
- 4.4.13 Daily Operations. Except for Evolution's performance of the Services identified in section 3.3.1 relating to operation of the Solution, the Operator is responsible for all day-to-day operational activities in relation to the Games, including but not limited to, marketing, customer support and care, fraud screening and payment management.
- 4.5 **Divestment of Operator's business**
- 4.5.1 If the Operator, any of its Affiliates or a business unit is divested to a third party which is not a Competitor, the right to use and access the Solution shall remain in effect with comparable financial terms after such divestment, provided, however, that the entity acquiring the Operator, an Affiliate or a business unit (as the case may be): (a) undertakes in writing to comply with the terms of this Agreement; and (b) provides Evolution with AML Documentation in an extent decided in Evolution's sole discretion acting reasonably. The approval by Evolution of the received AML Documentation shall act as a precondition for the provision and receipt of the Solution (as the case may be) under the terms of this Agreement. The Operator shall provide Evolution with at least 30 (thirty) days written notice (email permitted) of any such corporate restructuring.

5 REPRESENTATIONS AND WARRANTIES

5.1 Mutual representations and warranties

5.1.1 Each Party hereby represents and warrants to the other Party that: (a) such Party has the necessary power, authority and approval, corporate or otherwise, to enter into, execute and perform its obligations under this Agreement; (b) this Agreement, when executed and delivered by such Party, will constitute valid and legally binding obligations of such Party, enforceable in accordance with its respective terms; (c) the execution of this Agreement, and the fulfilment of the terms hereof, will not, according to the Parties' knowledge on the Effective Date, result in any breach of any judgement, decree or order of any court or governmental body, any Applicable Law (including, without limitation, any applicable anti-trust or competition regulations), or the articles of association of such Party or any contract binding on such Party; (d) it shall comply with Applicable Law, including, but not limited to, the EU General Data Protection Regulation (EU 2016/679); (e) it has title to and/or the authority to grant the rights or other licences to the other Party as set forth in this Agreement, including such rights or licences to use any Intellectual Property Rights which may be required by the other Party to exercise its rights and perform its obligations under this Agreement; (f) it shall have and maintain in place throughout the Term its own policies and procedures to ensure compliance with all Applicable Law relating to AML Legislation, anti-bribery and anti-corruption; (g) it holds and shall maintain all Requisite Permits throughout the Term; (h) to the best of its knowledge and belief, no litigation or administration action is in process or being threatened which involves a Party and which is reasonably likely to affect in a material manner the ability of such Party to perform its obligations under this Agreement; (i) it shall comply with the restrictive measures (i.e., sanctions) issued by the EU and by the UN and it is not directly or indirectly due to its ownership or control subject to the EU and/or UN sanctions. It will promptly inform the other Party in case it would be established during the Term that it is directly or indirectly due to its ownership or control subject to the relevant sanctions; (j) it shall upon the receipt of a written request (email permitted) provide the other Party with the AML Documentation in an extent decided in the requesting Party's sole discretion acting reasonably. The approval by the requesting Party of the received AML Documentation shall act as a precondition for the provision and receipt of the Solution (as the case may be) under the terms of this Agreement; (k) any information provided by a Party to the other Party in order to be approved by a Regulatory Authority for the purpose of obtaining any Requisite Permits or other authorisations, or, generally, for compliance and/or regulatory reasons, is and shall remain true, accurate and complete in all material respects, and either Party shall cooperate fully with the other Party in providing such information; (l) there will be no Performing Rights or Related Fees payable by Evolution in respect of the use or exploitation of any Operator Materials and/or payable by the Operator in respect of the use or exploitation of the Solution and/or of the Games, as the case may be; (m) in the case of Evolution, the Solution, and, in the case of the Operator, the Gaming Site(s) and the Operator Materials, do not contain anything that may reasonably be deemed to be Prohibited Content; (n) it will not knowingly say or do anything or omit to do anything that may bring the reputation of the other Party into disrepute or knowingly harm the goodwill in such Party's Intellectual Property; and (o) it is able to pay its debts when they fall due.

5.2 Evolution's Representations and Warranties

5.2.1 Evolution represents and warrants that: (a) during the Term, the Solution will operate in substantial conformity with the Solution Documentation. In the event that it does not, and upon receiving prompt written notice (email permitted) thereof from the Operator, Evolution shall use commercially reasonable endeavors to modify the Solution to make it perform substantially in accordance with the Solution Documentation; (b) it shall perform the Services and work under this Agreement in accordance with Good Industry Practice; (c) at the time that the Solution is made available to the Operator, it will be free from Disabling Devices and Evolution will use anti-virus and anti-malware software to screen the Solution to ensure that it is not subject to any Disabling Devices. If any such Disabling Device or other similar or harmful component is contained despite Evolution's efforts, Evolution shall correct this in the Solution, and/or correct such fault in any Game(s) or remove such Game(s) from the Solution (as the case may be); (d) to the extent that the Solution includes any third-party software, including software licensed under licenses known as "free", "libre" or "open source", Evolution fully complies with all terms of such

third-party licenses; (e) the Solution will not contain, nor be a Derivative Work of, any software licensed under any license requiring disclosure of the source code of any work containing, derived from, interfacing with and/or linked to such software or limiting the right to charge for such work; (f) it will take at no cost to the Operator all appropriate and necessary steps in accordance with the provisions of this Agreement to correct any material defect(s) in the Solution; and (g) all Intellectual Property Rights subsisting in any musical, associated literary works or sound recordings contained in the Games and/or rights in performance are owned by (or any necessary rights granted to) Evolution.

5.3 Operator's Representations and Warranties

5.3.1 The Operator represents and warrants that: (a) it has full power, capacity, authority and right to operate the Gaming Site(s); (b) it shall at all times comply with the requirements of AML Legislation. In particular, the Operator shall (i) perform regular and adequate KYC checks on Players as may be required by AML Legislation and Applicable Law; (ii) maintain all required AML Documentation on its own payment processing providers and any additional third parties involved in the collection and forwarding of funds to and from Players as AML Legislation may require, and (iii) all deposits from Players shall be processed through licensed financial institutions; (c) it has not received written notice that the Operator Materials (or any part or component thereof) infringe or violate any third-party's Intellectual Property Rights and the Operator has no actual knowledge of any such claim, pending or threatened. The Operator shall inform Evolution immediately should it become aware of any such claim; and (d) it shall comply with any and all Responsible Gambling requirements from time to time applicable to the Operator.

5.4 Disclaimer of Representations and Warranties

5.4.1 Except for the express warranties and representations set forth in sections 5.1 and 5.2 above, Evolution makes no representations and grants no warranties, express or implied, either in fact or by operation of law, by statute or otherwise, and Evolution specifically disclaims any other warranties, whether written or oral, or express or implied, including any warranty of quality, merchantability or fitness for a particular use or purpose.

5.4.2 Evolution does not guarantee that the Solution and/or the Services will be error-free, virus-free or uninterrupted, or that Evolution will correct all these errors.

5.4.3 Evolution shall bear no liability towards the Operator if Evolution's failure to provide the Solution and/or the Services (or part thereof) is attributable to an External Event. If any such failure by Evolution to provide the Solution and/or the Services (or part thereof) is attributable to acts and/or omissions of both Parties, then the liability of each Party shall be proportional to their own failure, as determined by arbitrators or by a court of competent jurisdiction.

6 SERVICE LEVELS

6.1 The Solution shall be provided to the Operator in accordance with the service levels agreed in Exhibit 1 (SLA).

6.2 If the SLA is not met, the Operator shall have the following rights: (a) to receive Service Credits in accordance with the SLA; and (b) in case of Persistent Failure, the right to terminate this Agreement or the applicable Purchase Order in whole or in part, exercisable within 10 (ten) Business Days of a written notification to Evolution setting out in reasonable detail its claim of a Persistent Failure. Whenever the Operator has several integrations/sub-integrations and Downtime affects some (but not all) of such integrations/sub-integrations, Service Credits will be calculated as a percentage of the Service Fees attributable to the integrations/sub-integrations affected by Downtime.

6.3 Without prejudice to any particular responsibilities in the SLA, Evolution shall at all times be responsible for the overall quality, usability and availability of the Solution. Evolution will provide relevant parts of the Solution without expressly defined service levels in accordance with Good Industry Practice.

- 6.4 In view of the fact that Games classified as 'Dual Play' are dependent on third-party vendors/suppliers (e.g. provision of internet, provision of live dealers, game integrity and control, etc.), such Games are exempt from the SLA.

7 SUBCONTRACTORS

- 7.1 Evolution may subcontract its obligations under this Agreement. Evolution remains responsible for the actions, inactions, and performance of all obligations performed by Evolution's subcontractors to the same extent as if Evolution performed those obligations itself.

8 REQUIREMENTS OF THE REGULATORY AUTHORITY

- 8.1 Each Party acknowledges that the other Party's performance of its obligations under this Agreement is subject to Regulatory Authority oversight under Applicable Law. Consequently, in the event of a Material Adverse Change, the Parties will discuss the impact of such change and/or intervention in good faith to see if the effect can be mitigated and each Party will take all reasonable action necessary to mitigate the effect of dealing with the change or intervention. If the Parties are unable to agree upon the impact of the change and the action necessary to mitigate the effect of the change within 30 (thirty) Business Days of such change or intervention taking place or being proposed, either Party shall be entitled to terminate this Agreement without liability.

- 8.2 In the event that either Party becomes the subject of or is notified that it will become the subject of, a regulatory or court investigation connected with the Requisite Permits which could result in regulatory or court proceedings, it shall promptly notify the other Party in writing.

9 INTELLECTUAL PROPERTY RIGHTS

- 9.1 Unless expressly agreed in writing, no Intellectual Property Rights of a Party already existing prior to the Effective Date or arising without any relation to the Solution are transferred to the other Party hereunder.

- 9.2 Derivative Works created or invented by the Operator based on the Solution and/or the Services and/or the Games or any Intellectual Property Rights embodied or incorporated in such Derivative Works or any part thereof, shall be exclusively owned by Evolution. If the Operator becomes the owner, through assignment or otherwise, of any such Derivative Works, then, at Evolution's request and expense, all rights therein shall promptly be assigned by the Operator to Evolution without compensation. Upon demand and at Evolution's expense, the Operator shall provide Evolution with any and all documents or other reasonable assistance deemed necessary or advisable by counsel in order for Evolution to secure, maintain and/or protect such rights.

- 9.3 Evolution and/or its Affiliates retains right, title, interest and all Intellectual Property Rights to and in the Solution, the Services and Game(s). Any and all Intellectual Property Rights in and to the Licensed Property shall vest solely and exclusively in the Intellectual Property Owners. For the avoidance of any doubt, the Solution shall be considered Confidential Information of Evolution and the use thereof by the Operator shall be subject to the confidentiality obligations set out in section 13 of this Agreement.

- 9.4 The Operator and/or its Affiliates retain right, title, interest and all Intellectual Property Rights in and to the Operator Materials. The Operator grants to Evolution a royalty-free, non-exclusive, non-transferable limited right to use the Operator Materials solely for the purposes of this Agreement. For the avoidance of any doubt, Evolution shall not be permitted to disclose or use the Operator Materials for the benefit of any entities other than the Operator and its Affiliates.

- 9.5 The rights granted to Evolution under section 9.4 shall take effect on the date when the relevant Operator Materials are first provided to or used by Evolution. The right shall continue until the earlier of the date the Operator Materials cease to be used in the performance of the obligations of Evolution or this Agreement is terminated for whatsoever reason. Upon cessation of the right granted to Evolution hereunder, Evolution shall return or destroy (as elected by the Operator)

all Operator Materials and certify in writing that such material has been returned or has been destroyed as instructed by the Operator. For the avoidance of any doubt, the Operator Materials shall be considered Confidential Information of the Operator and the use thereof by Evolution shall be subject to the confidentiality obligations set out in section 13 of this Agreement.

9.6 Each Party shall promptly notify the other if it becomes aware of any actual, threatened or suspected infringement of any Intellectual Property Rights related to the Agreement.

10 INDEMNIFICATION

10.1 By Evolution

10.1.1 Evolution warrants that the use of the Solution by the Operator in accordance with this Agreement does not infringe any Intellectual Property Rights or trade secrets of any third party. The Branded Games are, also for the purpose of indemnification, included within the scope of the Solution.

10.1.2 The Operator acknowledges that claims concerning Intellectual Property Rights to Branded Games shall be primarily defended by the third-party licensors as the right owners.

10.1.3 The Operator undertakes to offer reasonable assistance to Evolution or, in cooperation with Evolution, to any applicable third-party licensor, at Evolution's expense in relation to the processing of any third-party Intellectual Property claims concerning the use of the Solution by the Operator but shall not defend any such claims independently.

10.1.4 Evolution shall, at its own expense, defend, indemnify and hold the Operator and its Affiliates harmless against any and all claims and actions alleging that the use of the Solution and/or the Game(s), in accordance with the terms of this Agreement, infringes any Intellectual Property Rights of a third party.

10.1.5 In the event that it is established that the use of the Solution under this Agreement infringes any Intellectual Property Rights of a third party, Evolution shall at its own expense (or require a respective third-party licensor to) either (a) obtain the right of continued use of the Solution in accordance with the provisions of this Agreement for the Operator; or (b) modify the Solution in order to eliminate the infringement, provided, always that after such modification, the Solution shall meet all the requirements set forth in this Agreement and shall meet all Applicable Law requirements. If Evolution is unable to accomplish (a) or (b) within 20 (twenty) Business Days of receiving the claim, Evolution shall have the right to cease use of the infringing item upon notice in writing to the Operator or, alternatively, the Operator shall have the right to direct Evolution in writing to cease use of the infringing item, such direction Evolution agrees to follow. If Evolution cannot stop use of the infringing item without materially impacting the Solution and/or the Services, each Party shall have the right (but not the obligation) to terminate this Agreement within 5 (five) Business Days by written notice.

10.2 By the Operator

10.2.1 The Operator shall, at its own expense, defend, indemnify and hold Evolution and its Affiliates harmless against any and all claims and actions resulting from any breach by the Operator and/or by its Affiliates of sections 4.1.1, 4.4.1, 4.4.5, 4.4.6, 5.3.1(c) and (d) and/or Exhibit 4 of this Agreement.

10.3 **General**

10.3.1 A Party making a Claim shall: (a) promptly notify the indemnifying Party in writing of any such Claim; (b) give the indemnifying Party full information and assistance in connection with a Claim; (c) give the indemnifying Party the sole right to control the defense of or to settle such Claim (excluding any regulatory action against the indemnified Party); (d) not make any admissions without the indemnifying Party's prior written consent; and (e) not prejudice the indemnifying Party's defense or prejudice the indemnifying Party's endeavors to settle a Claim provided that

the indemnifying Party shall consult in good faith with the indemnified Party prior to taking court action, settling or admitting a Claim.

- 10.3.2 Evolution will have no liability for, and no obligation to defend or indemnify the Operator against, any Claim to the extent it is based on: (a) the combination, operation or use of the Solution with other materials not licensed or authorised by Evolution where the alleged infringement relates to such combination, operation or use; (b) use of the Solution other than in accordance with the terms of this Agreement including (but not limited to) the Operator's use of the Solution outside the Territory and/or in breach of Exhibit 4; (c) any amendments or modifications to the Solution not made or authorised in writing by Evolution, to the extent the alleged infringement relates to such amendment or modification; (d) the Operator's use of the Solution and/or of a Game after Evolution's notice to the Operator that it must cease use of the Solution and/or the Game or after the issuance of a takedown notice under section 3.3.3; and/or (e) any act or omission of the Operator in breach of this Agreement.

11 AUDITING

- 11.1 The Parties acknowledge that each of their business activities is subject to official supervision and regulation by the relevant Regulatory Authority(ies).
- 11.2 Each Party agrees to permit the other Party or, at its option, a reputable third-party independent auditor, from time to time, and with 20 (twenty) Business Days' notice to access, assess and audit any and all information, documentation and other materials that are relevant under the scope of this Agreement for the purpose of verifying compliance with the terms of the Agreement. The audit costs of any audits pursuant to this section 11.2 shall be borne by the Party requesting the audit.
- 11.3 Evolution agrees to permit the Regulatory Authority, in accordance with Applicable Law, to audit from time to time, any such materials referred to in section 11.2 for the purpose of verifying Evolution's compliance with the Agreement. The audit costs of any such audits shall likewise be borne by the Operator.
- 11.4 Any third-party auditor will be expected to execute a confidentiality agreement substantially similar to the confidentiality obligations set out in this Agreement prior to the commencement of the audit.
- 11.5 Such audits shall not occur more frequently than once annually unless a Party shows reasonable cause that more frequent audits are required.
- 11.6 If any audit identifies any matters that are not in compliance with the terms of the Agreement, the Party in default shall, at its own cost and without undue delay, bring its performance in compliance with this Agreement by means mutually agreed by the Parties in writing.
- 11.7 In the event that an audit discloses an overcharge or an undercharge in any Evolution invoice, Evolution shall either (as the case may be) promptly give an appropriate correcting credit note equivalent to the amount of the error or overcharge or else issue an invoice equivalent to the amount of the undercharge which shall be paid by the Operator in accordance with section 4.3.
- 11.8 If the overcharge/undercharge (as the case may be) exceeds the audit cost, the Party carrying out the audit shall be entitled to recover the audit cost from the other Party.

12 GOVERNANCE

- 12.1 The Parties shall appoint person(s) responsible for the performance of this Agreement and all matters arising hereunder. Evolution will inter alia appoint a Key Account Manager. The Parties will have review meetings at such times as shall be agreed between the Parties from time to time, which will then be the forum for discussing matters such as commercial performance, operational issues and the like.

13 CONFIDENTIALITY

- 13.1 During the term of this Agreement and for 3 (three) years thereafter, unless Applicable Law requires otherwise, a Receiving Party shall keep in confidence all Confidential Information received from the Disclosing Party.
- 13.2 The Receiving Party shall have the right to:
- (a) use the Confidential Information only for the purposes of this Agreement;
 - (b) copy the Confidential Information only to the extent necessary for the purposes of this Agreement; and
 - (c) disclose the Confidential Information only to those of its employees or advisors who need to know the said material and information and for the purposes of this Agreement.
- 13.3 The Receiving Party may pass Confidential Information within its Affiliates, and to its permitted subcontractors, but only to the extent that such Affiliate or subcontractor has a need to know for the purposes of this Agreement and the Receiving Party hereby warrants that these Affiliates and subcontractors will abide by the terms of this section 13. For the purposes of this Agreement, each Party also agrees, both as the Disclosing Party and as the Receiving Party hereunder, that disclosure by or to an Affiliate of a Party shall be deemed to be a disclosure by or to such Party, as applicable.
- 13.4 The confidentiality obligation under this section 13 shall, however, not be applied to any material or information, which:
- (a) is generally available or otherwise public through no fault of the Receiving Party or its Affiliates;
 - (b) the Receiving Party or its Affiliate has received from a third party without any obligation of confidentiality;
 - (c) was in the possession of the Receiving Party or its Affiliate prior to receipt of the same from the Disclosing Party without any obligation of confidentiality related thereto;
 - (d) the Receiving Party or its Affiliate has developed independently without using material or information received from the Disclosing Party; or
 - (e) the Receiving Party or its Affiliate have an obligation to disclose pursuant to a law, decree, or other order issued by the Regulatory Authority or by a court of competent jurisdiction.
- 13.5 The Receiving Party shall cease using any Confidential Information received from the Disclosing Party promptly upon termination or expiration of this Agreement or when the Receiving Party no longer needs the said material or information for the purposes of this Agreement and, unless the Parties separately agree on the destruction of the said material, return the said material (including all copies thereof) in its possession to the Disclosing Party. The Receiving Party shall, however, be entitled to retain copies as required by Applicable Law.
- 13.6 In the event that the Receiving Party becomes legally compelled to disclose Confidential Information of the Disclosing Party due to any request from the Regulatory Authority or other governmental authority, in any judicial proceeding, or based on Applicable Law, the Receiving Party shall limit such disclosure as far as possible only to such information which is specifically requested and shall use all reasonable efforts to give the Disclosing Party at least 10 (ten) days prior written notice (or such shorter period if a response or answer is due within fewer than 10 (ten) days of its intention to comply so that Disclosing Party may seek a protective order or other appropriate remedy to obtain confidential treatment of such Confidential Information. Notwithstanding the above, each Party may disclose to the Regulatory Authority in accordance with the Applicable Law any and all Confidential Information requested by the Regulatory Authority.

14 PERSONAL DATA

- 14.1 The Parties shall adhere to terms attached hereto as Exhibit 3 in relation to the processing of personal data. The Parties shall adhere to the applicable data protection regulation in force from time to time and amend Exhibit 3 accordingly.

15 LIMITATION OF LIABILITY

- 15.1 In no event shall a Party or its Affiliates be liable for indirect, incidental, special, punitive, or consequential damages or for any loss of opportunities, loss of revenues, loss of income (including actual or anticipated profits), loss of business or contracts, loss of goodwill or reputation, loss of anticipated savings, damage to or corruption of data or wasted expenditure, whether or not such Party was aware of the circumstances in which such loss could arise.
- 15.2 In no event shall either Party or its Affiliates be liable to pay compensation for direct damages whether based upon breach of agreement, negligence or other tort, product liability, warranties, or any other theory, during each calendar year exceeding €150,000 (one hundred fifty thousand Euro).
- 15.3 The limitations set out in this section 15 shall not apply in respect of any breach by the Operator of sections 4.1.1, 4.4.1, 4.4.5, 4.4.6 and 5.3.1 and/or of Exhibit 4 of this Agreement.

16 TERM AND TERMINATION; SUSPENSION OF SOLUTION

- 16.1 This Agreement becomes effective as from the Effective Date.
- 16.2 The Agreement shall remain in force for a period of 5 (five) years from the Commencement Date unless terminated by either Party in accordance with the provisions set out herein (the "Initial Period"). The Agreement shall automatically renew for up to 2 (two) one-year periods after the expiration of the Initial Period (each a "Renewal Period"), unless either Party provides written notice to the other Party of its decision not to renew the Agreement at least 3 (three) months prior to the end of the Initial or Renewal Period, as the case may be. The Initial Period and any Renewal Period(s) are collectively referred to as the "Term". The Agreement shall automatically terminate after 8 (eight) years from the Effective Date without separate notice.
- 16.3 Without prejudice to the fact that Dedicated Tables cannot be terminated during the Dedicated Table Term unless otherwise expressly agreed in the relevant Purchase Order, either Party shall have the right to terminate a separate Purchase Order or a Service Item for convenience at no additional cost, at any time with 6 (six) months' prior written notice to the other Party. In the event certain Service Items are terminated without terminating the entire Purchase Order concerned, the respective Service Fees shall be reduced correspondingly.
- 16.4 Either Party shall have the right to terminate this Agreement and/or any relevant Purchase Order for cause, in whole or in part, upon written notice to the other Party with immediate effect in the event of any of the following: (a) the other Party is declared bankrupt, is put into liquidation, or otherwise becomes insolvent; (b) the other Party commits a material breach of any of the terms and conditions of this Agreement and, if the breach is capable of being remedied, does not remedy such breach within 30 (thirty) days of written notice in which notice the possibility of termination has been explicitly mentioned and the steps required to be carried out in order to rectify the breach are, to the extent possible, set out with reasonable clarity; or (c) a Party is acquired by a Competitor of the other Party if, following such acquisition or merger, the Competitor controls the Party acquired. For the sake of clarity, a breach of warranty in section 5.1(i) shall always be deemed to be a material breach of this Agreement for which the 30 (thirty) day-period for remedy shall not apply and thus the non-infringing Party shall have the right to terminate this Agreement and/or any relevant Purchase Orders with immediate effect.
- 16.5 If it becomes evident that the fulfilment of this Agreement will be delayed for more than 3 (three) months due to a Force Majeure Event, each Party shall have the right to terminate this Agreement with immediate effect by notifying the other Party thereof in writing and without either Party having the right to claim damages for such immediate termination.

- 16.6 Upon termination of this Agreement, the Operator and, where applicable, any of its Affiliates' right to use the Solution shall immediately cease and:
- (a) the Operator will promptly shut down the operation of the Solution on the Gaming Site(s);
 - (b) all outstanding sums payable to Evolution shall immediately become due and payable; and
 - (c) Evolution shall delete or return the relevant Operator Material to the Operator.
- 16.7 In the event that this Agreement is only partially terminated in relation to particular Gaming Site(s) or part of the Solution, the above provisions (a) - (c) shall only apply in relation to the relevant Gaming Site(s) and the relevant part of the Solution.
- 16.8 Suspension of Solution. Evolution may (without liability) suspend access to the Solution with immediate effect by delivering written notice (email permitted) thereof to the Operator if the Operator fails to honour any undertaking set out in the Agreement and/or in a Purchase Order but only after Evolution notifies the Operator in writing (email permitted) of such failure and such failure continues for 5 (five) days thereafter.
- 16.9 Suspension of Solution for compliance/regulatory reasons. Evolution may, acting reasonably, without liability, suspend (in general or with respect to certain markets/areas or Players), replace or change all or any part of the Solution in order to avoid, minimise or end any actual or perceived infringement of Applicable Law or of any regulations or guidance which is notified to it or issued by any appropriate Regulatory Authority. In such circumstances, Evolution shall use commercially reasonable efforts to notify the Operator of any such contemplated suspension, replacement or change as soon as practicable after having received notice thereof or, if prior notice to the Operator is not practicable, then as soon after implementation thereof as is practicable.
- 16.10 Removal of Game(s) from the Solution. Without prejudice to section 9 of Exhibit 4, Evolution may, acting reasonably, without liability, remove any Game(s) from the Solution upon 30 (thirty) days prior written notice (email permitted) to the Operator.
- 16.11 Economic Hardship. In addition to the other rights and remedies set forth herein, if at any time during the Term Evolution experiences any event (including, but not limited to, changes in market conditions, changes in taxes and/or material increases in the costs of the underlying services necessary for the provision of the Solution) that causes the continued provision of the Solution to the Operator to be uneconomical or, otherwise, creates an economic hardship for Evolution, then Evolution may, at its sole option and upon written notice to the Operator, notify the Operator in writing thereof together with a written reasoning of the general cost development on which the economic hardship is based whereupon the Parties shall immediately enter into good faith discussions to increase the Service Fees (including, for greater clarity, any Revenue Share-based components) to cover such event. If no unanimous decision can be reached on the new Service Fees within 30 (thirty) days of the written notice, Evolution shall have the right to terminate the Agreement upon 30 (thirty) days prior written notice to the Operator. This section 16.11 shall be applied and construed separately from the force majeure provisions in section 18.8.
- 16.12 Gaming Compliance. As businesses involved in the gaming industry, each Party recognizes that the other conducts business in a highly regulated industry and must operate under privileged licenses issued by gaming regulatory authorities both domestic and international. Each Party recognizes the other maintains respective compliance programs that have been established to protect and preserve their names, reputations, integrity, and goodwill and monitor compliance with the requirements established by Regulatory Authorities in various jurisdictions around the world. This Agreement and the association of the Parties are contingent on the continued reasonable approval of each respective Party's compliance committee exercised in good faith consistent with its respective compliance program. Each Party shall cooperate with the other Party and its respective compliance officer as reasonably requested and provide the respective compliance officer with such information as it may reasonably request on appropriate notice. If, during the term, (a) a Party is notified by any Regulatory Authority, other government

agency or its compliance committee, that conducting business with the other Party may jeopardize any license or ability of the other Party to be licensed, and/or (b) fails to comply with Applicable Law, and/or (c) fails to cooperate with the other Party as requested, then the requesting Party shall have the right to immediately terminate this Agreement upon written notice (email permitted), provided it has first sent written notice to the non-compliant Party and the non-compliant Party failed to cure (if susceptible of cure) within 30 (thirty) days thereof.

17 GOVERNING LAW AND DISPUTE RESOLUTION

17.1 This Agreement and any disputes arising out of or in connection with this Agreement shall be construed and governed exclusively in accordance with the laws of Malta without regard to its principles and rules on conflict of laws or the United Nations Convention on Contracts for the International Sale of Goods (CISG).

17.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be exclusively and finally settled by arbitration in accordance with Part V (International Arbitration) of the Malta Arbitration Act (MAC) and the arbitration rules of the MAC as at present in force. It is agreed that: (a) the appointing authority/administrator of the arbitration shall be the MAC; (b) the number of arbitrators shall be 3 (three); (c) the place of arbitration shall be Malta; (d) the language(s) to be used in the proceedings shall be English; (e) the applicable substantive law shall be Maltese law; and (f) the arbitrators shall decide *ex aequo et bono* (according to equity and conscience).

17.3 Either Party, before or during any legal proceedings, may apply to a court having jurisdiction for a preliminary injunction where such relief is necessary to protect its interests pending completion of the legal proceedings. A request for such provisional remedy or interim or conservatory measure by a Party to a court shall not be deemed a waiver of the agreement to arbitrate under this section 17.

17.4 Sections 17.2 and 17.3 shall not in any way limit: (a) Evolution's freedom to enforce its rights under this Agreement wherever in respect of any unpaid Service Fees and/or unpaid invoices issued under this Agreement; or (b) each Party's freedom to enforce its rights under this Agreement in respect of any dispute relating to its Intellectual Property Rights, in any jurisdiction.

18 MISCELLANEOUS

18.1 Entire agreement

18.1.1 The Agreement constitutes the entire understanding and agreement between the Parties with respect to the subject-matter covered and supersedes all prior negotiations, understandings, and agreements, whether written or oral, relating to the subject-matter covered.

18.2 Amendments, no waiver

18.2.1 Any amendment to this Agreement shall be in writing and shall have no effect before being signed by duly authorized representatives of both Parties. No failure or delay by either Party in exercising any right, power or remedy under this Agreement, except as specifically provided herein, shall be deemed as a waiver of any such right, power, or remedy, now or in future.

18.3 Assignment

18.3.1 This Agreement or the rights or obligations under this Agreement shall not be assignable by either Party without the prior written consent from the other Party which consent may not be unreasonably withheld, delayed or conditioned.

18.3.2 Notwithstanding the foregoing, either Party may assign this Agreement, in whole or in part, without the consent of the other Party (a) in connection with the sale of all or substantial part of its assets to a third party which is not a Competitor; (b) to the surviving entity in any merger or consolidation; or (c) to a parent or subsidiary company, provided that in all cases the assignee agrees in writing to assume all obligations of the assignor under the agreement to be assigned.

Any attempted assignment in violation of the foregoing shall be void and of no effect. Subject to the above, this Agreement shall be binding upon and inure to the benefit of the successors and assignees of the Parties hereto.

18.4 Severability

18.4.1 If any part of this Agreement is determined to be invalid or unenforceable, such determination shall not invalidate any other provision of this Agreement. The Parties shall attempt, through negotiations in good faith, to replace any such invalid or unenforceable part of the Agreement with a comparable provision that is enforceable and valid. The failure of the Parties to reach an agreement on such a replacement provision shall not affect the validity of the remaining provisions of this Agreement.

18.5 Notices

18.5.1 Any notice, consent, or other communication ("**Notice**") under this Agreement shall be in writing, in English, and sent by courier delivery or by email with a proof of receipt to the receiving Party at the address stated below, or to such other address as may be designated by the Party by notice addressed to the other Party:

Operator

Theodoros Theodorou, Director, Winlink Ltd

Address: 9 Spyrou Kyprianou Avenue
Protopapas Building, 2nd Floor,
Limassol, 3076 Cyprus

Email: theodorou@oneworldweb.net

Email: limassol@oneworldweb.net

Email: winlinkbv@g-force-corporate-services.com

With a copy to:

Legal Department

Email: compliance@winity.com

Evolution

Gionata La Torre, Chief Executive Officer – Europe
Level 1, Spinola Park, Mikiel Ang. Borg Street, St.
Julians SPK1000, Malta

gionata@evolution.com

With a copy to:

Evolution, Chief Legal Officer

Email: simonsson@evolution.com; and

Legal Department

Email: legal@evolution.com

Any Notice sent by e-mail is deemed received on the day of transmission, provided that a confirmation of receipt is obtained. A courier delivered Notice is deemed received at the time of delivery, provided that a counter signature has been received.

18.6 Independent contractors

18.6.1 The Parties' relationship shall be solely that of independent contracting parties and nothing contained in this Agreement shall be construed to create an agency, business partnership, joint venture, or representative office between the Parties. In case consultancy services are provided by Evolution, the Parties are not in an employment relationship with each other and, thus, have no employer statutory obligations with regard to each other's personnel.

18.7 Press releases

18.7.1 A Party may, without the prior consent of the other Party, issue press release(s) or make public statement(s) with respect to this Agreement as may be required by Applicable Law or by any listing regulations and/or agreements regulating its publicly-traded securities, provided that the Party intending to make such release shall use its commercially reasonable efforts consistent with such Applicable Law to consult with the other Party with respect to the timing and content of the press release or public statement.

18.8 Force Majeure

18.8.1 Neither Party shall be liable for any delay or failure to perform any material obligation under this Agreement if the failure is due to a Force Majeure Event. A Force Majeure Event suffered by a

subcontractor of a Party shall also discharge such a Party from liability if subcontracting from another source cannot be made without unreasonable costs or a significant loss of time.

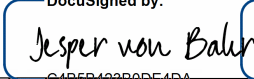
18.8.2 A Party shall notify the other Party in writing without delay of a Force Majeure Event. The Party shall correspondingly notify the other Party of the termination of a Force Majeure Event.

19 **SIGNATURES**

This Agreement may be executed by manual or electronic signatures and in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

EG OVERSEAS SERVICES B.V.

WINLINK B.V.

DocuSigned by:

C4B5B423B0DE4DA...
Name: Jesper von Bahr, Gionata La Torre
Title: Director, CEO – Europe
Date: 7/1/2025

DocuSigned by:

8AA0F39929E24FC...
Name: Gouloud Hammoud
Title: obo/ Guardian Corporation Curacao B.V.
Corporate Director
Date: 27.06.2025

Exhibit 1 – SLA**1. Definitions**

“Critical Defect”	means a Defect that: (a) prevents the running of either the Solution as a whole, or of a majority of the individual Games; or (b) prevents 50% or more of Players from (i) placing wagers on any one or more Game(s) or (ii) from joining any Game or continuing to play any Game; or (c) where the RTP percentage on any Game is materially disproportionate to that established in accordance with section 3.1.3.
“Defect(s)”	means a Critical Defect, a Major Defect or a Minor Defect, as the case may be.
“Defect Report”	means a written (including, for these purposes, an email) notification sent by the Operator to Evolution in accordance with sections 5, 6 and 7 of this SLA reporting a Defect.
“Downtime”	means when the Solution is (a) affected by an unresolved Critical Defect; or (b) entirely unavailable for use. Downtime is calculated from the receipt of the relevant Defect Report and ends when the Defect is resolved, and the Solution is available. Downtime does not include (a) downtime caused by Emergency and/or Scheduled Maintenance up to the permitted hours, (b) downtime caused by External Events; (c) downtime which occurs in the first 2 (two) months of the Commencement Date since fine tuning and optimization activities will be performed; (d) downtime caused by work, changes or alterations made by the Operator; (e) downtime caused by downtime or non-responsiveness in the Operator's ICT infrastructure needed to fulfil any Services; (f) downtime caused as a result of a request by the Operator to postpone troubleshooting; (g) downtime caused or exacerbated by the Operator's failure to fulfil its obligations under this SLA; (h) downtime caused by increased wallet server response time; (i) downtime caused by failure in any service or product provided by a third party regardless of whether the third party has been approved by Evolution or not; (j) downtime caused by circumstances outside of Evolution's control or by vendor-specific events such as network attacks, 'distributed denial of service' (DDOS) attacks and/or interruption of service; (k) downtime caused when the actual combined Player load on the system is higher than the max number of active Players supported for the current release and the Operator configuration of the Solution multiplied by generated load/Player, as given by the traffic model; and/or (l) downtime caused when 1 (one) or more Players have generated an abnormally high load on the Solution corresponding to 5 (five) times or more the traffic model directly preceding or during the Downtime.
“Emergency Maintenance”	means any maintenance of the Solution up to a permitted maximum of 5 (five) hours per month which results in Downtime and for which Evolution provides the Operator with fewer than 24 (twenty-four) hours' prior notice, including no prior notice.
“FLS”	means first-line support.
“Major Defect”	means a Defect that materially adversely affects the Solution (but not amounting to a Critical Defect), including by way of illustrative example: (a) the Solution is not functioning as per the agreed specification criteria for functionality and performance and is materially adversely affecting a majority of Players (e.g. a system slow down); or (b) limited access to the Solution or any parts thereof; or (c) the ability of Players to place wagers on Games is materially adversely affected.
“Minor Defect”	means and occurs whenever the Solution is not operating according to the reasonable satisfaction of the Operator, but the Defect is neither a Critical Defect nor a Major Defect.
“Scheduled Maintenance”	means any maintenance which causes Downtime up to a permitted amount of 10 (ten) hours per month for which Evolution has provided the Operator with 24 (twenty-four) or more hours' prior notice.
“SLS”	means second-line support.
“TTS”	means the online trouble ticket system used by Evolution to manage Defects and incidents with the Solution.
“Uptime”	means when the Solution is unaffected by Downtime.

2. Uptime

Uptime of the Solution shall be not less than ninety-nine point twenty-five percent (99.25%) in each month during the Term.

3. Calculation of Uptime/Downtime

Downtime is calculated at the end of each month in accordance with the following formula:

$$\text{Downtime \%} = \frac{\text{total Downtime less Emergency Maintenance (up to the permitted hours per month) less Scheduled Maintenance (up to the permitted hours per month)}}{\text{divided by the total number of minutes in the relevant month}} \times 100$$

Example: if in the Month of June (30 days), Scheduled Maintenance is 4 hours; Emergency Maintenance is 6 hours (i.e. 60 minutes in excess) and External Events cause the unavailability of the Solution for 2 hours, then Downtime = $60/43,200 \times 100 = 0.14\%$ and Uptime = 99.86%.

4. Target response times

The following target response times apply to Defects and include initial response time, interval between status reports during an incident and time frame for delivering incident reports.

Table 1: response times

Defect category	Response time from receipt of Defect Report	Resolution and reporting interval	Incident report provided within
Critical Defect	<30 minutes	Resolution or a workaround will be attempted by Evolution on a best efforts basis within 4 (four) hours of receipt of the Defect Report with a full resolution as soon as reasonably possible. Evolution shall provide updates every 30 (thirty) minutes.	2 Business Days
Major Defect	<60 minutes	Resolution or a workaround will be attempted by Evolution on a best efforts basis within 8 (eight) hours of receipt of the Defect Report with a full resolution as soon as reasonably possible. Evolution shall provide updates every 60 (sixty) minutes	2 Business Days
Minor Defect	<12 hours	Resolution of Minor Defects will be attempted within 72 (seventy-two) hours of receipt of the Defect Report	N/A

5. Communication process after a Defect is identified

Once a Defect is detected, the communication process will be as follows: (a) the Operator's FLS will attempt to remedy the problem; (b) if FLS is unable to do so within an appropriate timeframe, FLS will ascertain whether the problem lies with the Operator, Evolution and/or with a third party and escalate as appropriate. If FLS determines that the problem lies with Evolution, FLS will submit a Defect Report in the Evolution TTS to be escalated to SLS.

6. Actions to be carried out by Operator prior to submitting a Defect Report

Before submitting a Defect Report to Evolution, FLS shall carry out the following checks and tests and provide the following information: (a) whether the Defect may be re-created by the Operator with visibility for Evolution, or by Evolution; (b) consult the Solution Documentation and confirm that the correct procedures have been followed; (c) ascertain how many Players are affected; (d) consider whether there is a work-around; (e) assign a category to the Defect along with data in support of that category allocation; and (f) verify that the Operator has the System Operation Requirements functioning correctly and run (and supply to Evolution) a test report demonstrating such compliance.

7. Procedure to be followed by the Operator in order to submit Defect Reports

All Defect Reports must be submitted via TTS or, whenever the TTS is unavailable, via email to service@evolution.com or <http://helpdesk.evolution.com> whereupon a Defect Report number will be generated which may then be tracked automatically.

The second level of escalation is to the Key Account Manager (or to such person that Evolution has given the Operator notice of) and should be only used as a last resort for important issues raised by the Operator which have not been resolved by the support levels detailed above.

Evolution support referred to in this SLA will be available 24x7x365 days per year.

Table 2: Operator Issue Escalation Process

Step	Support level	Email	Normal Hours of operation	Role
1	All support related issues	Raised Defect Report in the TTS via http://helpdesk.evolution.com or sent email via servicedesk@evolution.com	24/7	FLS staff
2	Escalation level	supportmanager@evolution.com	8 am – 6 pm (CET) Monday to Friday	Key Account Manager
3	Escalation level 2	sbradley@evolution.com	24x7/365	Head of Service Management +3712208 8606

8. Defect not attributable to Evolution

In the event that, after submission of a Defect Report by FLS, Evolution determines, after reasonable inquiry, that the Defect is not attributable to Evolution, it will notify the Operator accordingly and such decision shall be final. Thereafter, the Operator will pass the details of the Defect on to the relevant responsible person/entity of the Operator. The Defect Report will be updated to show Evolution's classification of the Defect. Once the Operator has been notified that the Defect is not attributable to Evolution, it shall be the responsibility of the Operator to keep Evolution updated on the status of the Defect resolution process.

9. SLS

SLS will be manned by skilled support staff of Evolution. Notwithstanding the category assigned to the Defect as determined by the Operator pursuant to section 6(e) above, SLS will set the category of the Defect (Critical Defect, Major Defect or Minor Defect) acting reasonably and in good faith and any such decision by SLS will be final. The method of communication between FLS and SLS will be the TTS system or, if that is unavailable, by e-mail and by telephone as a last resort. SLS will work to resolve the Defect in accordance with the target times set out in table 1 above. When the Defect is resolved, SLS will supply the solution to FLS via the TTS or e-mail. FLS will implement the solution if the Defect is within the Operator's control. If the Defect is with Evolution equipment and/or databases, then Evolution will apply the solution to its own equipment and/or databases. The Defect Report will then be closed by SLS and the Defect deemed to be resolved.

10. Communication process when a Defect is identified by Evolution:

The process for notifying Defects identified by Evolution and for communicating Defects to the Operator is as follows: (a) Evolution will send out a notification via TTS or via e-mail to the contact details of the Operator; (b) notification and updates will be provided as set out in table 1 above; (c) an incident report will be sent out also as set out in table 1 above describing in reasonable detail the nature of the Defect, how the Defect was resolved and any measures taken or recommended to prevent the Defect recurring; and (d) communication should continue between the Operator and Evolution until the Defect is resolved, regardless of the SLA targets. Notifications will include the following details: (a) Defect ID; (b) status; (c) date; (d) problem area and impact; (e) technical reason for the Defect; and (f) category of Defect (Critical Defect, Major Defect or Minor Defect).

11. Service Credits

If the Uptime of the Solution in a calendar month is less than as stated in section 2 above, Evolution will issue a Service Credit in accordance with the following table 3:

Table 3: Service Credits

Availability	Service Credit Percentage
> 99.0% but < 99.25%	5%
> 98.00% up to and including 98.99%	10%
> 95.00% up to and including 97.99%	15%
< 94.99%	20%



Exhibit 2: Service Fees

1. Definitions	
"Additional Fee"	means a fee payable by the Operator in addition to the Revenue Share in respect of all Premium Games (Live) calculated on GGR generated from the said Premium Games which, as at the Effective Date, are within the 1% (one percent) – 5% (five percent) range.
"Bet Count"	means the number of Bets which may include Side Bets placed on certain Games as further set out in this Exhibit 2.
"Blackjack Growth Tables"	mean low stakes classic blackjack Generic Tables, each table provided as part of this package being referred to individually as a "Blackjack Growth Table" .
"Bonuses"	mean those bonuses granted by the Operator to Players on any of the Games via the Bonus Tools API.
"Capping"	means, (a) in respect of Gaming Tax, the progressive or fixed tax effectively payable by the Operator on Bets in accordance with Applicable Law as at the Effective Date or, should the Gaming Tax be amended from time to time, such other tax that the Parties may from time to time agree in writing and, (b) in respect of Bonuses, 5% (five percent) of NGR in respect of the Live Games and 20% (twenty percent) of NGR in respect of the Non-Live Games excluding Core Games branded First Person, with 10% (ten percent) to be granted via Bonus Tools API whereas the remaining 10% (ten percent) are to be granted outside of the Bonus Tools API.
"Core Games"	mean all those Games that may be classified by Evolution as a Core Game from time to time.
"Dedicated Table Capex Fee"	means a one-time set-up fee to be agreed on a case-by-case basis payable (unless otherwise agreed in writing) by the Operator in relation to each and every Dedicated Table commissioned by the Operator via a Purchase Order by no later than the Commencement Date of such table.
"Dedicated Table Opex Fee"	means a fee payable on a monthly basis by the Operator for access to a Dedicated Table that covers <i>inter alia</i> certain operational costs which is agreed on a case-by-case basis.
"Dedicated Table Term"	means a minimum of 1 (one) year commencing from the Commencement Date of the relative Dedicated Table.
"Gaming Tax"	means those taxes levied or, otherwise, collected by a Regulatory Authority on Bets placed by Players on the Games in those Regulated Market(s) falling within the definition of Territory expressly excluding, for the avoidance of doubt, VAT, sales taxes or any other similar consumption tax.
"High Stake Tables"	means Live Games consisting of Blackjack Generic Tables having a minimum Bet which is currently €50 (fifty Euro) or such other amount as determined by Evolution.
"Integration Fee"	means those one-time fees charged by Evolution to connect the Operator's ICT infrastructure with the Solution.
"Minimum Fee"	means a minimum amount of the Revenue Share payable by the Operator on a monthly basis such that Evolution shall invoice the Operator the Minimum Fee in the event that the Revenue Share is lower than the Minimum Fee.
"Native Tables"	means Generic Tables that are presented by native English-speaking live dealers. This category of Generic Tables also includes any foreign language Generic Tables located in markets that only allow streaming when having a physical presence in the market (e.g. Romania and Spain), including auto-roulettes in these markets, which require Evolution to build a local studio in that country.
"Payout Protection"	means that, in consideration of the Operator paying Evolution an additional fee calculated as a percentage of the monthly Bet(s) placed by Players on certain Non-Live Game(s) that have a higher maximum single spin exposure (player payout) and higher than usual minimum bets, the Operator shall bear responsibility for single win pay-outs up to and not exceeding an agreed limit whereas Evolution shall cover any single win payout(s) exceeding the said agreed limit.

“Premium Games”	means the (a) Branded Games; and (b) all those Games that have licensed and/or innovative game mechanics, which shall be identified by Evolution as such and which, as at the Effective Date, are set out in sections 3 and 4 of this Exhibit 2.		
“Revenue Share”	means those fees payable by the Operator pursuant to the terms of this Agreement and/or a Purchase Order in consideration for access to the Solution calculated as a percentage of GGR/NGR as further set out in this Exhibit 2.		
“Side Bet(s)”	mean any subsidiary wager placed outside the main betting area on game types and tables on both Live Games and Non-Live Games. Certain Side Bets which, as at the Effective Date, are set out in section 2 of this Exhibit 2 (“Premium Side Bets”) are subject to an additional fee.		
“Table Games”	means those Non-Live Core Games supplied under the NetEnt and/or Red Tiger brands that are based on traditional casino games such as blackjack, baccarat and roulette which shall be identified by Evolution as such and which, as at the Effective Date, are set out in section 4 of this Exhibit 2.		
“White Label(s)”	means an additional version of the Solution that may require a separate back office and, consequently, a separate integration with the Solution.		
“White Label Fees”	means the one-time fee charged by Evolution to enable additional White Label(s).		
2. Service Fees applicable to all Games			
Integration Fee	The Integration Fee is being waived in exchange for the Marketing Commitments. Should the Operator fail to abide by the Marketing Commitments as set out in clause 3 and 4 below, an Integration Fee amounting to fifteen thousand Euro (€15,000) shall become applicable.		
White Label(s) Fee	Whenever a White Label requires a separate integration, the Operator agrees to pay a one-time fixed fee of €15,000 (fifteen thousand Euro) prior to commencement of integration work by Evolution. Whenever a White Label commissioned by the Operator can be done via a sub-integration to the existing integration, which is to be determined by Evolution acting reasonably and in good faith, the Operator agrees to pay a one-time fixed fee of €5,000 (five thousand Euro).		
Jackpot Fee	As per Exhibit 7.		
Premium Side Bet(s) Fee	Premium Side Bet(s) are subject to an additional fee of 3% (three percent) of the monthly GGR generated by the Premium Side Bet in question.		
List of Premium Side Bet(s) as at the Effective Date	21+3 Hot 3	Perfect Pairs 5 + 1	Any Pair
Minimum Monthly License Fee applicable to the Live Games and to the Non-Live Games	There shall be a minimum fee of four thousand Euro (€4,000) per month (the “Minimum Fee”). Evolution will grant the Operator a discount in respect of the Minimum Fee of a hundred percent (100%) for the first (1 st) and second (2 nd) month from the Commencement Date. For the third (3 rd) month from the Commencement Date and onwards, no discount on the Minimum Fee will be granted.		
3. Service Fees applicable to Live Games			

Revenue Share for Live Games	The Operator agrees to pay the following Revenue Share on a monthly basis in consideration for access to all Live Games inclusive of the Core Games (Live):		
	NGR	Revenue Share	
	€0 upwards	12% (twelve percent)	
Additional Fee payable on Premium Games	In consideration for access to the Premium Games (Live), the Operator agrees to pay the Additional Fee on a monthly basis.		
Additional fees applicable to High Stake Tables	€0.40 (forty cents) per Bet Count including Side Bets.		
Additional fees applicable to Blackjack Growth Tables	€0.12 (twelve cents) per Bet Count excluding Side Bets. €0.15 (fifteen cents) per Bet Count excluding Side Bets in relation to all non-English Blackjack Growth Tables.		
Native Table Fees	Commercial terms are to be agreed in writing on a case-by-case basis pursuant to a Purchase Order.		
Dedicated Tables Fee	Unless otherwise agreed in the relevant Purchase Order, Dedicated Tables: (a) shall be available on the Gaming Site(s) throughout the Dedicated Table Term; and (b) are subject to the payment by the Operator of the Dedicated Table Capex Fee and the Dedicated Table Opex Fee.		
Marketing Commitments	The Operator shall at all times, and for the duration of the Term, position three (3) Live Games (such games to be advised by Evolution from time to time, email permitted) within the top three (3) tiles/positions under the 'Live Casino' tab on the landing page on all Gaming Sites across all Channels.		
NGR Definition for Live Games	For each month, GGR - Bonus Deductions (subject to the capping) = Net Gaming Revenue / NGR		
List of Premium Games (Live) as at the Effective Date	Gonzo's Treasure Hunt™ (Additional Fee: +3%GGR)	Money Wheel (Dream Catcher) (Additional Fee: +3%GGR)	Crazy Time (Additional Fee: +3%GGR)
	Power Blackjack (Additional Fee: +3%GGR)	Lightning Dice (Additional Fee: +3%GGR)	Lightning Baccarat (Additional Fee: +3%GGR)
	Infinite Blackjack (Additional Fee: +3%GGR)	Texas Dual Hold'em (Additional Fee: +3%GGR)	Mega Ball (Additional Fee: +3%GGR)
	Crazy Coin Flip (Additional Fee: +3%GGR)	Lightning Blackjack (Additional Fee: +3%GGR)	Lightning Roulette (Additional Fee: +3%GGR)
	Texas Hold'em Bonus Poker (Branded Game) (Additional Fee: +3%GGR)	Deal or No Deal™ (Branded Game) (Additional Fee: +3%GGR)	All Games classified as Dual Play (Branded Game) (Additional Fee: +3%GGR)
	Ultimate Texas Hold'Em® (Branded Game) (Additional Fee: +3%GGR)	Three Card Poker®, with 6 card bonus (Branded Game) (Additional Fee: +3%GGR)	Free Bet Blackjack® (Branded Game) (Additional Fee: +3%GGR)

	Caribbean Stud Poker (Branded Game) (Additional Fee: +3%GGR)	Monopoly Live (Branded Game) (Additional Fee: +5%GGR)	Monopoly Big Baller (Branded Game) (Additional Fee: +5%GGR)
	Casino Hold'Em (Branded Game) (Additional Fee: +1%GGR)	2 Hand Casino Hold'Em (Branded Game) (Additional Fee: +1%GGR)	Double Ball Roulette (Branded Game) (Additional Fee: +3%GGR)
	Speed Roulette (Additional Fee: +1%GGR)	Funky Time (Additional Fee: +3%GGR)	Extra Chilli Epic Spins sm (Additional Fee: +3%GGR)
	Casino Hold'em (Additional Fee: +3%GGR)	Unlimited Blackjack Game (Additional Fee: +3%GGR)	Baccarat Knock Out Game (Additional Fee: +3%GGR)
	Andar Bahar (Additional Fee: +1%GGR)	Teen Patti (Additional Fee: +1%GGR)	One-day Teen Patti (Additional Fee: +1%GGR)
	Bet-on-Teen Patti (Additional Fee: +1%GGR)	Lucky 7 (Additional Fee: +1%GGR)	32 Cards (Additional Fee: +1%GGR)
	Namaste Roulette (Additional Fee: +1%GGR)	Ultimate Sic Bo (Additional Fee: +1%GGR)	Ultimate Andar Bahar (Additional Fee: +1%GGR)
	Ultimate Roulette (Additional Fee: +1%GGR)	Ezugi OTT TM Games (Additional Fee: +1%GGR)	Xxxtreme Lightning Roulette (Additional Fee: +3%GGR)
	No Commission Baccarat (Additional Fee: +1%GGR)	Baccarat Dragon Bonus (Additional Fee: +1%GGR)	Fiesta Baccarat (Additional Fee: +1%GGR)
	Unlimited Fiesta Blackjack (Additional Fee: +1%GGR)	Fiesta Roulette (Additional Fee: +1%GGR)	Ruleta del Sol (Additional Fee: +1%GGR)
	Dragon Tiger (Additional Fee: +1%GGR)	Sic Bo (Additional Fee: +1%GGR)	Auto Roulette (Additional Fee: +1%GGR)
	Prestige Auto Roulette	Speed Auto Roulette (Additional Fee: +1%GGR)	Blackjack Gold (Additional Fee: +1%GGR)
	Blackjack Platinum (Additional Fee: +1%GGR)	Diamond VIP Blackjack (Additional Fee: +1%GGR)	Roulette Gold (Additional Fee: +1%GGR)

	Baccarat Super 6 (Additional Fee: +1%GGR)	Blackjack (Additional Fee: +1%GGR)	Mambo Unlimited Blackjack (Addi- tional Fee: +1%GGR)
	Rumba Blackjack (Additional Fee: +1%GGR)	Royal Poker (Additional Fee: +1%GGR)	Baccarat (Additional Fee: +1%GGR)
	Baccarat Pro (Additional Fee: +1%GGR)	Golden Bacca- rat (Additional Fee: +1%GGR)	
4. Service Fees applicable to Non-Live Games			
Revenue Share for Core Games branded 'NetEnt', 'Red Tiger', 'BTG' and 'NLC'.	a) Nine percent (9%) of all NGR generated by the Operator from the Non-Live Games from €0 and up to €600,000; b) Eight percent (8%) of all NGR generated by the Operator from the Non-Live Games from €600,001 and up to €1,000,000; and c) Six percent (6%) of all NGR generated by the Operator from the Non-Live Games from €1,000,001 and above.		
Revenue Share for Core Games branded First Person	8% (eight percent) of all NGR generated by the Operator from the Core Games branded First Person.		
Revenue Share for Core Games branded First Person: Deal or No Deal™	11% (eleven percent) of all NGR generated by the Operator from the Core Games branded First Person: Deal or No Deal™.		
Revenue Share for Table Games branded 'NetEnt'	a) Nine percent (9%) of all NGR generated by the Operator from the Non-Live Games from €0 and up to €600,000; b) Eight percent (8%) of all NGR generated by the Operator from the Non-Live Games from €600,001 and up to €1,000,000; and c) Six percent (6%) of all NGR generated by the Operator from the Non-Live Games from €1,000,001 and above.		
Revenue Share for Table Games branded 'Red Tiger'	Six percent (6%) of all NGR generated by the Operator from the Table Games branded 'Red Tiger'.		
Revenue Share for Branded Games and Premium Games branded 'Net- Ent', 'RedTiger' and 'BTG'.	Twelve percent (12%) of all NGR generated by the Operator from the Branded Games and from the Premium Games branded 'BTG', 'NetEnt' and 'Red Tiger' for the relevant Month.		
Payout Protection	Certain Non-Live Games may be offered to the Operator with Payout Protection subject to additional conditions and/or fees which will be agreed separately in writing.		
Marketing Commitments	At least one (1) NetEnt Game, one (1) Red Tiger Game, and one (1) BTG Game (such Games to be advised by Evolution from time to time, email permitted) shall be positioned in the first row under the 'Casino' tab/section on the landing page of all Gaming Sites across all Channels, with two (2) Games to be visible from a mobile device without scrolling, and two (2) Games to be visible with one scroll.		
NGR Definition for Non-Live Games	For each month, GGR - Bonuses subject to the Capping (excluding those Core Games branded First Person) = Net Gaming Revenue / NGR		
List of Premium Games (Non-Live) as at the Effective Date	Starburst	NFT Megaways™	Gonzo's Quest™ Megaways™

	Gonzo's Quest	Dynamite Riches Megaways™	Piggy Riches™ Megaways™
	Doggy Riches Megaways™	Jingle Ways Megaways™	Twin Spin Megaways™
	Bonanza	Extra Chili	Golden Catch
	Creature from the Black Lagoon (Branded Game)	Invisible Man (Branded Game)	Dracula (Branded Game)
	Vikings (Branded Game)	Guns & Roses (Branded Game)	Jimi Hendrix (Branded Game)
	Motorhead (Branded Game)	Jumanji (Branded Game)	Narcos (Branded Game)
	Conan (Branded Game)	Ozzy Osbourne (Branded Game)	Scudamore Super (Branded Game)
	Gordon Ramsay Hell's Kitchen (Branded Game)	Knight Rider (Branded Game)	Street Fighter (Branded Game)
	Joe Exotic (Branded Game)	Narcos Mexico (Branded Game)	Trillionaire by Fashion TV (Branded Game)
	Big Cat Rescue Megaways™ (Branded Game)	Rasputin Megaways™ (Branded Game)	Outlaw (Branded Game)
	Danger High Voltage (Branded Game)	Flodder (Branded Game)	Millionaire (Branded Game)
	Knight Rider (Branded Game)	Deal or No Deal™ (First Person) (Branded Game)	Gold Megaways™ (Branded Game)
	Reel King Mega (Branded Game)	Wild Flower (Branded Game)	Wheel of Fortune (Branded Game)
	Lil Devil (Branded Game)	Millionaire Megapays (Branded Game)	Millionaire Mystery Box (Branded Game)
	Millionaire Rush (Branded Game)	The Final Countdown (Branded Game)	Survivor (Branded Game)
	Holy Diver (Branded Game)		
	List of Table Games (Non-Live) as at the Effective Date	Roulette	Baccarat
			Blackjack

	Classic Blackjack	Punto Banco Baccarat	European Roulette
--	-------------------	-------------------------	-------------------



Exhibit 3: Data Processing Agreement**1. PARTIES:**

The Parties set out on the first page of the Agreement and, to the extent applicable, their Affiliates, are parties to this data processing agreement (this "DPA").

2. DEFINITIONS

"Data Protection Legislation"	means all laws, regulations, legislative and regulatory requirements and codes of practice applicable to the Processing of Personal Data including (without limitation) the GDPR and all local laws and regulations which apply to the Parties, in each case as amended, repealed, consolidated or replaced from time to time.
"GDPR"	means Regulation (EU) 2016/679 of the European Parliament and of the Council dated 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.
"Operator"	means and includes, as applicable, any relevant Affiliate of the Operator that uses the Evolution Services, each being a Controller in accordance with Data Protection Legislation.
"Operator Personal Data"	means Personal Data provided or made available to Evolution or to an Evolution Affiliate or collected or created for Operator in connection with the Agreement.
"Personal data breach"	a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed.
"Standard Contractual Clauses"	means the standard contractual clauses for the transfer of personal data to third countries adopted by the Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to the GDPR.
"Sub-Processor"	means an entity that processes Personal Data on behalf of the Controller, the main ones being set out in Annex A

The terms "Controller", "Processor", "Data Subject", "Personal Data" and "Processing" (and their cognate terms) shall have the meaning given to them in Article 4 of the GDPR.

3. PROCESSING

- 3.1 **Data Processor.** In relation to the provision of the Services, Evolution is a data processor (or sub-processor) acting on the Operator's behalf. As data processor (or sub-processor), Evolution will only act upon the Operator's written lawful instructions. Operator Personal Data will be used in accordance with and for the purposes set out in the documented instructions and only where necessary to provide the Services to the Operator. If Evolution is ever unsure as to the parameters of the instructions issued by the Operator it will, as soon as reasonably practicable, revert to the Operator for the purpose of seeking clarification or for further instructions.
- 3.2 The scope, purpose and duration of Processing of Personal Data (including the type of Personal Data and categories of data subject) covered by the Agreement is set out in Annex A to this DPA.
- 3.3 With regards to every Processing carried out by Evolution through the Services, it is acknowledged by the Operator that Evolution has no access to the Operator's Personal Data (except if support services are provided, where such access may be necessary) and thus all of Evolution's data processing obligations need to be construed in the light of this fact. The Operator will be solely liable for the legality of the Processing and, subject to the cooperation of Evolution as specified in this DPA, for safeguarding the rights of Data Subjects. The Operator will promptly notify Evolution about any faults or irregularities that it discovers in any Processing by Evolution.

3.4 Compliance with Data Protection Legislation. Evolution shall:

3.4.1 comply with and Process all Operator Personal Data in accordance with applicable Data Protection Legislation; and

3.4.2 without undue delay notify the Operator about any circumstance(s) which prevent it from complying with the Data Protection Legislation or any actual or potential changes to the Data Protection Legislation which affect Evolution's ability to comply with its obligations under the Agreement. Whenever Evolution is subject to any changes or circumstances under this section, the Operator will have the right to suspend the Processing until such time as the Processing is adjusted and the non-compliance is remedied. To the extent such adjustment is not possible, the Operator shall have the right to terminate the relevant part of the Processing by Evolution. The Operator acknowledges that any such termination may impact (even materially) the provision by Evolution of the Services and, in the event of any such suspension of Processing, Evolution may be constrained to interrupt, discontinue or even suspend the Services without Evolution incurring any liability to the Operator.

3.5 **Co-operation.** Evolution shall provide reasonable co-operation to and assist the Operator with any privacy impact assessments and consultations with (or notifications to) relevant regulators that the Operator is required to conduct pursuant to Data Protection Legislation and/or to Applicable Law.

3.6 **Evolution personnel.** Evolution restricts its personnel from processing Operator Personal Data without authorisation by Evolution. Evolution imposes appropriate contractual obligations upon its personnel including relevant obligations regarding confidentiality, data protection and data security.

3.7 **Data subject rights.** Evolution shall without undue delay forward to the Operator and otherwise co-operate with and assist the Operator at no charge with any requests from Data Subject(s) of any Operator Personal Data pursuant to Data Protection Legislation (including the ability to correct, delete, block or port Operator Personal Data and rights of access and disclosure as set out in section 3 of this DPA).

3.8 **Deletion or return of Operator Personal Data.** Evolution shall, at the Operator's written request, delete (unless required by Applicable Law) or return all copies of Operator Personal Data and cease Processing such Operator Personal Data after the business purposes for which the Operator Personal Data was Processed have been fulfilled, or earlier upon the Operator's written request.

3.9 **Records.** Evolution shall maintain a record of all categories of processing activities carried out on behalf of the Operator which shall be made available to the Operator upon written request.

4. DISCLOSURE

4.1 Evolution will not disclose Operator Personal Data outside of Evolution except: (a) as the Operator directs (including as permitted under the Agreement); or (b) as required by Applicable Law.

4.2 In the event that Evolution receives any request for disclosure of (or information in relation to) Operator Personal Data by a Regulatory Authority: (a) Evolution will, to the extent allowed by Applicable Law, including the terms of the third party request itself, at no additional charge: (a) attempt to redirect the Regulatory Authority to request that data or information directly from the Operator; (b) promptly notify the Operator of receipt of the request; and (c) use commercially reasonable efforts to comply with the Operator's reasonable and lawful requests regarding its efforts to oppose the request. If compelled to disclose Operator Personal Data to a Regulatory Authority, Evolution will promptly notify the Operator and provide a copy of the demand, unless legally prohibited from doing so; (b) if Evolution receives a third party request which is subject to an order not to disclose such request to the Operator, Evolution will challenge (at the Operator's cost) such order in a court of competent jurisdiction and seek court permission to allow the Operator to intervene in the proceedings; and (c) as part of this effort, Evolution may provide the Operator basic contact information to the requesting agency.

4.3 In the event that Evolution receives any request for disclosure of (or information in relation to) Operator Personal Data in a circumstance not covered by section 4.2: (a) Evolution shall promptly forward such request to the Operator; and (b) at no charge, co-operate and assist the Operator with such request

where so directed by the Operator (including in relation to requests from Data Subject(s) pursuant to Data Protection Legislation).

5. SECURITY

- 5.1 Evolution has implemented and will maintain throughout the Term appropriate technical and organisational measures, internal controls and information security routines intended to protect Operator Personal Data against accidental, unauthorized or unlawful access, disclosure, alteration, loss, or destruction.
- 5.2 Evolution on behalf of the Operator processes Operator Personal Data in pseudonymized format. Evolution does not receive Operator Personal Data in a format that allows Evolution or any other third party to directly identify a natural person.

6 NOTIFICATION AND INCIDENTS

- 6.1 If Evolution becomes aware of or reasonably suspects that any Security Incident has occurred, Evolution will without undue delay: (a) notify the Operator of the Security Incident; (b) investigate (including by interviewing service personnel) the Security Incident and provide the Operator with reasonably detailed information about the Security Incident including making available a suitably senior, appropriately qualified individual to discuss any concerns or questions the Operator may have; (c) take reasonable steps to mitigate the effects and to minimise any damage resulting from the Security Incident and assist the Operator in mitigating any potential damage from a Security Incident to the extent that such mitigation is within Evolution's control; (d) take such reasonable steps to prevent a recurrence of such Security Incident; and (e) fully cooperate with the Operator to develop and execute a response plan to address the Security Incident. Evolution shall at the Operator's written request provide reasonable co-operation to the Operator when informing the Regulatory Authority and/or the Data Subject(s) involved as directed by the Operator.

7. SUB-PROCESSORS

- 7.1 The Operator authorizes Evolution to use those Affiliates and Sub-Processors set out in Annex A to this DPA. Evolution may authorise the addition or replacement of its Sub-Processors, and Evolution may proceed with such addition or replacement if the Operator is provided with an opportunity to object to such changes within 15 (fifteen) days after Evolution provides the Operator with details regarding such changes. If the Operator objects to any Sub-Processor, Evolution may terminate the DPA immediately upon notice to the Operator without liability. Evolution will enter into a written contract with all Sub-Processors containing terms no less protective than those included in this DPA. Where the Sub-Processor fails to fulfil its obligations under such written agreement, Evolution remains liable (subject to the provisions of section 15 of the main body of the Agreement) to the Operator for the Sub-Processor's performance of its agreement obligations.

8. TRANSFER OF DATA

- 8.1 Evolution is an entity located within the European Union (EU). To the extent that the Controller transfers Personal Data to a third country i.e. a transfer under Chapter V of the GDPR, or exports data from the United Kingdom ("UK") or Switzerland outside of the European Economic Area (EEA), UK or Switzerland, unless the Controller may rely on an adequacy decision pursuant to Article 45 (3) or an appropriate safeguard pursuant to Article 46 GDPR, the Controller and the Processor shall be deemed to have entered the SCCs and the appropriate Model Clauses in respect of such transfer as outlined in Annex B.
- 8.2 To the extent that the Processor transfers personal data to a third country i.e. a transfer under Chapter V of the GDPR, or exports personal data from the UK or Switzerland outside of the EEA, UK or Switzerland, unless the data exporter may rely on a valid transfer mechanism under Chapter V GDPR,

the data exporter and the data importer must enter into the appropriate SCCs and the appropriate Model Clauses in respect of such transfer as outlined in Annex B.

9. AUDIT

- 9.1 Subject to reasonable written advance notice of not less than 2 (two) weeks (unless there are reasonable grounds for such notice to be less than 2 (two) weeks), Evolution shall permit an independent, properly qualified, third party auditor (subject to reasonable and appropriate confidentiality undertakings) at the Operator's sole charge and cost to conduct during normal working hours periodic security scans and audits of Evolution's systems (not more frequently than once per calendar year unless the Operator shows to Evolution sufficient reasons for more frequent audits) and processes in relation to Operator Personal Data. Evolution shall without undue delay resolve, at its own expense, any security issues discovered by the Operator and duly reported to Evolution in writing.
- 9.2 The Operator shall have the right following any such audit to request additional safeguards, establish back-up security for Operator Personal Data and keep back-up Operator Personal Data and Operator Personal Data files in Evolution's (or its Sub-Processor(s)) possession. The Parties shall agree on the additional safeguards to be implemented, if any.

Annex A: description of processing; list of approved Sub-Processors as at the Effective Date

Subject Matter, Nature and Purpose of Processing	The context and purpose for the Processing of Operator Personal Data is the provision of the Services which enables the Operator to offer the Games to Players.		
Duration	For the duration of the Term.		
Personal Data	Gameplay Details	Table_id; game_id; game date and time; win/loss amount.	
	Gaming Session De- tails	Player_id; screen_name*; first_name*; last_name*; Player currency; Player language; Chat message text. *Players can write/type anything there. Evolution does not perform authentication of Players. Au- thentication is done by the Operator.	
	Transaction Details	IP address; country	
	Other – Specify	Device information: browser channel device, os, orientation	
Data Subjects	Players.		
Specific Restrictions	N/A		
Processor's Contact de- tails	Evolution's Data Protection Team: dataprivacy@evolution.com		
Permitted Sub-Processor(s) and Transfers			
Name (Set out here the name and registered address of Evolution entity or subcontractor)	Services (Set out here the permitted ser- vices that they will undertake in relation to Opera- tor Personal Data)	Location/Transfers (Set out here the loca- tion in which the entity will Process the Oper- ator Personal Data, in- dicating where and from whom this has	Mechanism (Set out here the agreed mechanism for ensuring any transfer is compliant with Data Protection Legislation pursuant to this Exhibit

		been transferred from where relevant)	3)
Altinity, Inc.	Managed database solution for customer facing Backoffice and Data API	Germany	Data processing agreement in place
Amazon Web Services, Inc.	Virtual resources for self-managed databases for bet /transaction storage and processing (Cassandra, Kafka, Clickhouse). (Hybrid solution)	Germany	Data processing agreement in place
BMIT Technologies p.l.c	Cloud hosting provider	Malta	Data processing agreement in place
DataStax, Inc.	Managed database for bet /transaction storage and processing	Germany	Data processing agreement in place
Elasticsearch BV	Managed database solution for internal Backoffice	Germany	Data processing agreement in place
Evolution Affiliates	Services within the Evolution group of companies necessary to ensure Services such as management services, GIR services, customer services, live video streaming services, legal services, IT services, security services and others	Malta, Latvia, Sweden, Belgium, UK, Romania, Georgia, Canada, Bulgaria, Poland, Isle of man and Gibraltar	Data processing agreement in place
Equinix (Germany) GmbH	Main Data warehouse location. Long term data storage	Germany	Data processing agreement in place
Google Ireland Limited	Google cloud services	Belgium, Finland	Data processing agreement in place
Interxion Deutschland GmbH	Virtual resources for self-managed databases for bet /transaction storage and processing (Cassandra, Kafka, Clickhouse). (Hybrid solution)	Germany	Data processing agreement in place
LogsHero Ltd (Logz.io)	Log services in AWS.	UK	Data processing agreement in place
Microsoft Ireland Operations Limited (Microsoft Azure)	Microsoft cloud services	Ireland	Data processing agreement in place
VAS Latvijas Valsts radio un televīzijas centrs	Disaster Recovery site, data backups	Latvia	Data processing agreement in place

--	--	--	--



Annex B: Modular Clauses for the SCCs for transfers of Personal Data out of the EEA and additional safeguards for exporting outside of the UK or Switzerland

1. To the extent that Personal Data is transferred from the EEA, the SCCs will apply subject to the following Modular Clauses:
 - 1.1. to the extent that the Controller acts as a data exporter and the Data Processor acts as a data importer:
 - (a) Module Two of the SCCs shall apply and Modules One, Three and Four shall be omitted, and
 - a. Module Two Clause 9(a) Option 1, Clause 11(a) Option and Clause 17 Option 1 are omitted, the time period in Clause 9(a) Option 2 is 30 (thirty) days, and the applicable annexes are completed respectively with the information set out in the DPA and the Agreement;
 - b. the "competent Supervisory Authority" is the Supervisory Authority in Malta;
 - c. the SCCs are governed by the laws of Malta;
 - d. any dispute arising from the SCCs will be resolved by the courts of Malta; and if there is any conflict between the terms of the DPA and the SCCs, the SCCs will prevail.
 - 1.2. to the extent that the Processor acts as a data exporter and its sub-Processor acts as a data importer:
 - (a) Module Three of the SCCs shall apply and Modules One, Two and Four shall be omitted, and
 - a. Module Three Clause 9(a) Option 1, Clause 11(a) Option and Clause 17 Option 1 are omitted, the time period in Clause 9(a) Option 2 is 30 (thirty) days, and the applicable annexes are completed respectively with the information set out in the DPA and the Agreement;
 - b. the "competent Supervisory Authority" is the Supervisory Authority in Malta;
 - c. the SCCs are governed by the laws of Malta;
 - d. any dispute arising from the SCCs will be resolved by the courts of Malta; and if there is any conflict between the terms of the DPA and the SCCs, the SCCs will prevail.
2. In relation to transfers of Personal Data from the UK, the SCCs as implemented under section 1 above will apply subject to the following modifications, and any inconsistency with the SCCs shall be superseded by the following modifications:
 - a. The SCCs are amended as specified by Part 2 of the international data transfer addendum to the European Commission's SCCs issued under section 119A of the UK Data Protection Act 2018, as may be amended or superseded from time to time ("UK Addendum");
 - b. tables 1 to 3 in Part 1 of the UK Addendum are completed respectively with the information set out in the DPA and the Agreement (as applicable); and
 - c. table 4 in Part 1 of the UK Addendum is completed by selecting "neither party".
3. In relation to any transfers of Personal Data from Switzerland, the SCCs as implemented under section 1 above will apply subject to the following modifications, and any inconsistency with the SCCs shall be superseded by the following modifications:
 - a. references to "Regulation (EU) 2016/679" shall be interpreted as references to the Swiss Federal Act on Data Protection ("FADP");
 - b. references to specific Articles of "Regulation (EU) 2016/679" shall be replaced with the equivalent article or section of the FADP;
 - c. references to "EU", "Union", "a Member State" and "Member State law" shall be replaced with references to "Switzerland" or "Swiss law", as applicable;
 - d. the term "member state" shall not be interpreted in such a way as to exclude Data Subjects in Switzerland from the possibility of accessing their rights;
 - e. Clause 13(a) and Part C of Annex I are not used and the "competent Supervisory Authority" is the Swiss Federal Data Protection Information Commissioner;
 - f. the Clauses are governed by the law of Switzerland; and
 - g. any dispute arising from the clauses will be resolved by the courts of Switzerland.

Exhibit 4: Additional terms and conditions applicable to the Branded Games

1. INTELLECTUAL PROPERTY

- 1.1 The Operator expressly disclaims any rights in and to the Licensed Property. The Operator shall not use and shall not authorize or permit the use of the Licensed Property in any manner, at any time or at any place not specifically authorised in this Agreement. The Operator acknowledges and agrees that its use of the Licensed Property or of any Derivative Works derived therefrom shall not create in Operator's favour any right, title or interest in and to the Licensed Property.
- 1.2 Any and all goodwill resulting from the Operator's use of the Licensed Property will inure solely to the relevant Intellectual Property Owner. Evolution may, at any time, at its expense, request a confirmatory assignment of that goodwill and the Operator shall execute and return such assignment within 5 (five) Business Days of such request.

2. ADVERTISING

- 2.1 Branding, advertising and promotions of the Branded Games may only be based on marketing materials provided by Evolution or pre-approved in writing (email permitted) by Evolution. The Operator shall submit any proposed use of the Licensed Property for approval prior to using it. Evolution will approve or object to the proposed use within 7 (seven) Business Days. In the event that Evolution does not respond within 10 (ten) Business Days, the proposed use shall be deemed rejected. All approvals of the use of the Licensed Property must be in writing. Once a particular use is approved, all subsequent use in the manner submitted for approval shall also be deemed approved unless subsequently rejected by Evolution. The Operator may not change or alter any marketing materials provided by Evolution without Evolution's prior written consent. The marketing guidelines for each and every Branded Game(s) will be provided to the Operator online as will be indicated at a later stage after the Effective Date upon request (email permitted). Other than as specified herein, neither the Operator nor any other party shall have the right to incorporate or embed the Licensed Property into any other product or service.
- 2.2 The Operator acknowledges that failure to comply with the obligations set out in section 2.1 above may cause irreparable harm to Evolution and/or to the Intellectual Property Owner(s).

3. DUE DILIGENCE

Evolution may, subject to confidentiality obligations equivalent to those set out in the Agreement, provide an Intellectual Property Owner with any AML Documentation and other information (including this Agreement) relating to the Operator's use of the Licensed Property.

4. REPRESENTATIONS AND WARRANTIES

- 4.1 In addition to the warranties made in the Agreement, the Operator agrees, warrants, represents and undertakes that:
 - 4.1.1 it will not obscure, alter, diminish or change the position of any copyright or proprietary notice(s) included in the Branded Games¹;
 - 4.1.2 it shall not advertise the Branded Games in any manner or on any website (including the Gaming Site(s)) or other advertising channel that would reasonably be considered to be offensive, blasphemous, obscene, defamatory or unlawful;
 - 4.1.3 it shall not, nor shall it authorize others to, solicit, advertise, distribute, offer, use or otherwise exploit the Branded Games to Players located in the Excluded Jurisdiction(s);
 - 4.1.4 it's use of Intellectual Property associated with the Branded Games will at all times be accompanied by the appropriate trade mark notice or service-mark symbol and copyright notice (either "TM", "®" or "SM") as provided by Evolution to the Operator and, in order to avoid confusion to the public, a legend specifying that such marks are trademarks or service marks of the applicable Intellectual Property Owner in sufficient proximity to the Branded Games;
 - 4.1.5 it will not use any marks associated with the Branded Games in any manner reasonably likely to prejudice their legal protection or validity;

¹ In particular, in relation to the Branded Game 'Rasputin', the Operator shall not modify, remove or obscure any proprietary notices including the following credits: "Rasputin", written by Frank Farian, Fred Jay and George Reyam © Far Musikverlag GmbH & Co. Kg Licensed by Sony Music Publishing (Australia) Pty Limited".

- 4.1.6 it will not (a) make any translations, adaptations, variations or modifications of the Branded Games; (b) merge all or part of the Branded Games into any other computer software or documentation; (c) create Derivative Works based upon all or part of the Branded Games; and/or (d) disassemble, decompile, reverse engineer or decode the Branded Games in any manner and for any reason;
- 4.1.7 it shall not do, or fail to do, any act or publish any statement or authorise the same which may reasonably bring the Intellectual Property Owner(s) and/or the Licensed Property into disrepute or which is in any way disparaging of or derogatory to the same;
- 4.1.8 it shall use the Licensed Property in accordance with Good Industry Practice; and
- 4.1.9 it shall not state or imply that any Intellectual Property Owner, or any actor performing in or person related to the Licensed Property, endorses the Operator, its products and/or the Operator's business activity, Gaming Site(s) or all or any of the Branded Games.

5. UNIVERSAL MONSTERS GAME(S)

- 5.1 With reference to the Branded Game(s) supplied under the Universal Monsters brand (the "**Universal Monsters Game(s)**"), the Operator further agrees that:
 - 5.1.1 it shall take reasonable steps to protect the copyright, trademark and similar rights in the Universal Monsters Game(s) in the Territory including (without limitation) if necessary, by joining Evolution and/or the relevant Intellectual Property Owner to pursue infringers of those rights at Evolution's or the relevant Intellectual Property Owner's expense;
 - 5.1.2 it shall without undue delay notify Evolution in writing of any actual, alleged or suspected harm which may come to the Operator's attention. Should legal action against any third party in connection with such harm be deemed necessary by Evolution and/or by the relevant Intellectual Property Owner, then Evolution shall have the right: (a) to demand that the Operator undertake such legal proceedings at Evolution's or the relevant Intellectual Property Owner's expense; and/or b) in its sole discretion and at its expense, to commence such actions or to join any actions previously commenced by any other person or entity. With respect to all claims and suits for harm in which the Operator or Evolution and/or the relevant Intellectual Property Owner is a party, each shall have the right to employ counsel of its own choice and Evolution, the relevant Intellectual Property Owner or its designee shall have the right to control the litigation and any settlement thereof, it being understood that in no event shall any such settlement include an admission of guilt on the part of the Operator. If Evolution and/or the relevant Intellectual Property Owner elects to control such proceedings, it shall be entitled to receive and retain all amounts awarded as damages, profits or otherwise in connection with such suit. If, however, the Operator controls the litigation, all recoveries shall be applied first to reimburse all costs and expenses incurred in such action, including, without limitation, reasonable attorney's fees, and the balance shall be divided equally between Evolution and the Operator;
 - 5.1.3 it shall notify Evolution immediately whenever any claim or investigation is commenced by, or the Operator receives any inquiry from, any law enforcement officials, regulators or other government agencies regarding the legality of the Universal Monsters Game(s) in any jurisdiction(s) of the Territory and subsequently copy Evolution on all correspondence or other documentation regarding such inquiry;
 - 5.1.4 whenever the Operator becomes aware that it has received monies from Players located in any of the Excluded Jurisdiction(s) it shall forthwith return such monies. Under no circumstances shall the GGR include monies received from such Players; and
 - 5.1.5 in the event that the protections afforded by the Operator under section 4.4.6 of the main body of the Agreement are not deemed adequate in the reasonable view of Evolution and the Operator is unable to cure such inadequacies to Evolution's reasonable satisfaction, Evolution shall be entitled to terminate the provision, in whole or in part of the Universal Monsters Games pursuant to the Agreement.

6. TIGER KING BRANDED GAMES

- 6.1 The Operator shall not at any time apply for registration of any copyright, trademark or other designation or file any document with any government agency or take any action which would affect the ownership of the copyright, trademark and Tiger King name and logo. The Operator's obligations herein shall in no event be diminished or deferred in the event that the Operator shall be sued by a third party for copyright or trademark infringement or any other matter arising out of this Exhibit 4 or the Agreement.

Furthermore, the Operator agrees that it shall not assert the pendency of such claim as an offset against or to avoid any of its obligations under the terms of this Exhibit 4 or of the Agreement.

7. DEAL OR NO DEAL™

7.1 With reference to the Branded Game(s) supplied under the Deal or no Deal™ brand, the Operator further agrees that:

7.1.1 it will not under any circumstances whatsoever make any use of the name, likeness, photograph or other image of Noel Edmonds (or of any other presenter of any localised programme based on and/or incorporating the Licensed Property). The Operator acknowledges that no rights are hereby granted to it in the name, likeness, photograph or other image of Noel Edmonds (or any other presenter of any localised programme based on and/or incorporating the Licensed Property) and permission to include the same in connection with the Operator's use of Deal or No Deal™ and/or marketing or promotion thereof shall be subject to separate negotiation and agreement;

7.1.2 any warranty and/or indemnity by Evolution related to any Intellectual Property Right associated with Deal or No Deal™ is limited to (exploitation in) the territories where such Intellectual Property Right is registered by the relevant Intellectual Property Owner;

7.1.3 whenever the Operator becomes aware that it has received monies from Player(s) situated in any Excluded Jurisdiction(s) it shall forthwith return such monies. Under no circumstances shall the GGR from Deal or No Deal™ include monies received from Player(s) situated in the Excluded Jurisdiction(s);

7.1.4 it shall cease to provide, offer, market and exploit Deal or No Deal™ immediately (or by such other longer period as may be set out in the notice if Evolution is so requested by the Intellectual Property Owner) upon receipt of written notice from Evolution and, upon receipt by the Operator of such notice, the rights granted to exploit Deal or No Deal™ shall terminate immediately;

7.1.5 the Operator will allow an independent, properly qualified, third party auditor nominated by Evolution to audit the Operator's financial documentation and other information to ascertain the Operator's compliance with the provisions of section 7 of this Exhibit 4. Such audit is to be carried out during normal business hours and upon at least 5 (five) Business Days' prior written notice and not more than once in every 12 (twelve) months unless there is a substantiated reason for more frequent audits;

7.1.6 it shall not be entitled to exploit or operate, market or promote Deal or No Deal™ (i) on any portable wireless device (whether now known or subsequently developed) including (without limitation) handheld computers/video game systems or digital electronic equipment including (but not limited to) personal digital assistants, mobile phones or pagers, which are capable of wireless sending and/or receiving voice and/or audio and/or data and/or video communication, and of storage of information or data and (ii) using WAP portals of mobile phone operators or any other non-internet based data delivery system or non-direct means of accessing the internet. For the avoidance of doubt, nothing in this paragraph shall restrict or prevent Players from accessing Deal or No Deal™ via the Gaming Sites or via the Operator's applications (including native applications) for smartphones, using an internet enabled mobile, smartphone or tablet; and

7.1.7 the Operator's right to offer Deal or No Deal™ to Players is conditional upon the Intellectual Property Owner's approval of the Operator to offer Deal or No Deal™ (such approval being in the Intellectual Property Owner's sole and absolute discretion).

8. REVSHARE/ADDITIONAL FEES

In the event that the Intellectual Property Owners increase their royalties, Evolution shall have the right to amend the Revenue Share (as defined in Exhibit 2) /Additional Fees (as the case may be) applicable to the Branded Games affected by such increases.

9. END OF LIFE

9.1 The Operator acknowledges that each of the Branded Games is subject to the terms and provisions set out in the respective Branded Agreements. Accordingly, the right in respect of each Branded Game will continue until such time as Evolution notifies the Operator in writing (email permitted) that the respective Branded Game will be end of life due to the expiration of the underlying Branded Agreement.

- 9.2 Evolution may discontinue temporarily or indefinitely the provision of one or more Branded Games immediately upon written notice to Operator in the event of a breach by Operator of any of its representations and warranties set out herein including (without limitation) offering the Branded Games in any Excluded Jurisdiction(s).
- 9.3 In the event that one or more of the Intellectual Property Owners requests in writing that Evolution ceases the supply of one or more of the Branded Game(s) to the Operator then the right in relation to the applicable Branded Game shall cease immediately on the provision of written notice from Evolution to the Operator (email permitted).

Annex A: Excluded Jurisdiction(s)

The Operator must not offer the following Branded Games in the following territories:

Vikings	Azerbaijan; Cambodia; Canada; China; France; India; Indonesia; Laos; Malaysia; Myanmar; Papua New Guinea; Qatar; Russia; South Korea; Thailand; Turkey; Ukraine; United States of America (excluding the States of New Jersey and Pennsylvania).
Narcos	Indonesia; South Korea.
Street Fighter	Anguilla; Antigua & Barbuda; Argentina; Aruba; Barbados; Bahamas; Belize; Bermuda; Bolivia; Bonaire; Brazil; British Virgin Islands; Canada; Cayman Islands; China; Chile; Clipperton Island; Columbia; Costa Rica; Cuba; Curacao; Dominica; Dominican Republic; El Salvador; Greenland; Grenada; Guadeloupe; Guatemala; Guyana; Haiti; Honduras; Jamaica; Japan; Martinique; Mexico; Montserrat; Navassa Island; Paraguay; Peru; Puerto Rico; Saba; Saint Barthelemy; Saint Kitts and Nevis; Saint Lucia; Saint Martin; Saint Pierre and Miquelon; Saint Vincent and the Grenadines; Sint Eustatius; Sint Maarten; South Korea; Suriname; Turks and Caicos Islands; United States of America; Uruguay; US Virgin Islands; Venezuela.
Trillionaire	Cuba; Jordan; Turkey; Saudi Arabia.
Three Card Poker®, Ultimate Texas Hold'Em® and Free Bet Blackjack®	The Republic of Ireland; Northern Ireland; Wales; Scotland; England; The Channel Islands; Isle of Man.
Monopoly Live	Poland; Austria; Spain; Switzerland; Germany (excluding Schleswig-Holstein).
Deal or No Deal™	Belgium; France; Hong Kong; Iran; North Korea; USA; Singapore; Sudan; Syria; Turkey.
Knight Rider	greater China (China, Hong Kong, Macau and Taiwan); the United States, its military bases, territories, and possessions; any and all countries or territories where United States companies are prohibited by Applicable Law, export controls and/or sanctions to conduct business, including, but not limited to, Cuba, Iran, North Korea, Crimea and Syria. To the extent that the Intellectual Property Owner notifies Evolution of such countries or territories these shall, in turn, be notified to the Operator in writing (email permitted) effective immediately; any and all jurisdictions where the distribution, promotion, advertising, marketing, sale, license or play of the Branded Game is expressly prohibited by law or similar governing order; any and all jurisdictions where Applicable Law or regulations prohibit the Intellectual Property Owner from selling to or trading with a particular country or territory or otherwise prohibit the Operator from exploiting the Branded Game or the Intellectual Property Owner from licensing the Branded Game in such country or territory.
Narcos Mexico	Indonesia and South Korea; those markets in respect of which the Operator requires a Requisite Permit or similar authorisation to provide remote gaming to residents and the Operator does not hold, or continue to hold, such Requisite Permit or authorisation; those markets that are notified in writing to the Operator from time to time with reasonable notice, as being excluded from the scope of the rights granted to the Operator and where and to which the provision, marketing, operation or licensing (as the case may be) of the Branded Game may not be undertaken.

Millionaire/Who wants to be a Millionaire?	North America (including, but not limited to) the United States, its territories and possessions including Puerto Rico and Saipan, Bermuda, Canada, Mexico and the Disney cruise ships and any country within which the exploitation of the Branded Game is prohibited by Applicable Law.
Gold Megaways™	Everywhere EXCEPT the following markets where Gold Megaways™ may be offered: Europe and Canada.
Final Countdown	Everywhere EXCEPT the following markets where final countdown may be offered: Europe and Canada.
Universal Monsters Games	Everywhere EXCEPT the following markets where Universal Monsters Games may be offered: Albania; Andorra; Armenia; Austria; Azerbaijan; Belarus; Belgium; Bosnia And Herzegovina; Brazil; Bulgaria; Croatia; Cyprus; Czech Republic; Denmark; Estonia; Finland; France; Georgia; Germany; Greece; Hungary; Iceland; Ireland; Israel; Italy; Japan; Latvia; Liechtenstein; Lithuania; Luxembourg; Macedonia; Malta; Moldova; Monaco; Montenegro; Netherlands; Norway; Peru; Poland; Portugal; Romania; Russia; San Marino; Serbia; Slovakia; Slovenia; South Korea; Spain; Sweden; Switzerland; Turkey; Ukraine; United Kingdom.



Exhibit 5: Purchase Order

Order #: _____
Dated: [insert date]

Further to the Agreement, the Operator requests (and Evolution agrees) to use the Services to obtain the following Game(s)/Service Item(s) and, in consideration thereof, the Parties agree as follows:

Operator name	[add full legal entity name]
Agreement date	[insert date]
Game name(s)/type/Service Item(s)	[add]
Commercial Terms	[delete if not applicable]
Marketing Commitment(s)	In relation to the Game(s)/Service Item(s), the Operator undertakes and agrees as follows: [add marketing commitments]
Penalty in case the Marketing Commitment(s) are not honoured for any reason whatsoever	[add penalty]
Any other terms and conditions	[please add]

Signatures:

For any on behalf of the Operator:	_____ Name: Title:
For any on behalf of Evolution:	_____ Name: Title:



Exhibit 6: Agreed format of TSA

TSA	
PARTIES (together the "Parties" and each a "Party")	
Evolution:	[Insert EML/relevant Evolution Affiliate] ("Evolution")
Operator:	[Insert Operator/ relevant Operator Affiliate] ("Operator")
GENERAL	
Defined Terms:	Unless otherwise defined in this TSA, the capitalised terms in this TSA shall have the meanings ascribed to them in the Agreement.
Commencement Date:	Date of execution of this TSA by both Parties.
License Term:	As long as the Requisite Permits and the Agreement are in effect.
New Market/Regulated Market/market to be entered into via an Affiliate:	[x] (the "Market")
Requisite Permits:	Evolution: [x] Operator: [x]
Gaming Site(s):	[x]
Tables and Games:	As per the Agreement.
Agreement:	- The Parties acknowledge that: - they have entered into a Live and Non-Live Casino Games as a Service Agreement for the Territory dated [x], as this may have been amended, novated and supplemented from time to time and including all its Exhibits, addenda, variations and supplementary and ancillary agreements thereto ("Agreement"); - The Operator wishes to offer the Games to its Players (and Evolution wishes to provide them to the Operator) in the Market in accordance with the terms of this TSA; and - The Parties agree that the Operator may offer the Games to its Players in the Market subject to: (i) the terms of the Agreement; and (ii) any Market- specific terms and conditions as set out in this TSA. - Consequently, the Games shall be supplied to [●] and supplied internally by [●] to the Operator to enable the Operator to offer the Games to Players in the Market. - Unless otherwise stated in this TSA, the terms and provisions of the Agreement are incorporated <i>mutatis mutandis</i> into this TSA and shall form the agreement between the Parties for the provision of the Games by the Operator in the Market, subject to any superseding terms of this TSA.

	3. The definition of Territory in the Agreement shall be amended to include the Market. 4. This TSA: (a) will not displace, amend or, otherwise, affect the Agreement, and any other TSAs entered into or to be entered into (whether such agreements are within the contemplation of the Parties or otherwise) between the Parties relating to any territories, other than the Market; (b) in relation to matters that concern the Market only, exists independently of any other agreements entered into or to be entered into by the Parties or by their respective Affiliates, including the Agreement; and (c) applies exclusively to the Market and not to any other territories whatsoever. 5. If there is any conflict between the Agreement and this TSA, the terms set out in this TSA shall prevail.
Termination	1. Any breach, termination or expiration of this TSA takes effect in relation only to the Market and is, without prejudice, to the continuation of the Parties' (or their respective Affiliates') other agreements in relation to other territories, including the Agreement. 2. Termination of the TSA shall not impact the continuation of the Agreement. 3. This TSA may be terminated for any reason set out in the Agreement.
Governing Law	As set out in the Agreement.
Specific provisions / additional terms relating to this TSA	☒

☒

By: Gionata La Torre; Julia Simonsson

Title: CEO; CLO

Date:

☒

By: Gouloud Hammoud
 f/obo Guardian Corporation Curaçao B.V.
 Title: Corporate Director

Date: 27.06.2025

For acknowledgement



Exhibit 7: Jackpot Service on Games

Evolution shall provide the Jackpot Service on certain Games as part of the Solution on the terms of the Agreement as supplemented by this Exhibit 7.

1. Definitions

"Evolution Jackpot Operators"	means those Evolution customers (including the Operator) who offer any Jackpot Game to their players.
"Formal Notification"	means a confirmation by Evolution that a Player has won the jackpot including the ID of the winning Player and the exact amount won.
"Initial Seed Value"	means the one-off amount paid by Evolution into the Progressive Jackpot Pool of each Jackpot Game.
"Jackpot Bet"	means each bet placed by a Player on a Jackpot Game.
"Jackpot Fee"	means the fee of 0.3% (zero point three percent) of Total Jackpot Bets payable by the Operator to Evolution on a monthly basis in consideration for Evolution administering each Jackpot Game.
"Lower Wins Prizes"	means the fixed amount prizes, the amount of which will be notified in writing (email permitted) by Evolution to the Evolution Jackpot Operators from time to time, offered on the Jackpot Games.
"Network Jackpot"	means a jackpot which is shared between multiple Evolution Jackpot Operators.
"Progressive Jackpot Contribution"	means the contribution payable by the Operator in respect of each Jackpot Game pursuant to section 3.1 of this Exhibit 7.
"Progressive Jackpot Payment"	means collectively, the Progressive Jackpot Contribution, the Jackpot Fee, and the Re-seed Contribution.
"Progressive Jackpot Pool"	means the potential Progressive Jackpot Prize that could be won at that point in time which is comprised of: (a) the Initial Seed Value or the Re-seed Contribution (if applicable); plus (b) the cumulative Progressive Jackpot Contributions made by all other Evolution Jackpot Operators for such Jackpot Game since the Initial Seed Value/Re-seed Contribution was made; less (c) the value of all Progressive Jackpot Wins paid.
"Progressive Jackpot Prize"	means the progressive "jackpot" cash prize offered on the Jackpot Games.
"Progressive Jackpot Win"	means the winning of the Progressive Jackpot Prize by a player.
"Re-seed Contribution"	means the contribution payable by the Operator pursuant to section 3.1 of this Exhibit 7, in respect of each Jackpot Game.
"Re-Seed Pool"	means the pool of funds that will accrue for each Jackpot Game that shall be used to 'top up' the Progressive Jackpot Pool for such Jackpot Games following a Progressive Jackpot Win and which shall be comprised of cumulative Re-seed Contributions made by Evolution Jackpot Operators to date that have not been utilised already to reseed that Jackpot Game.
"Total Jackpot Bets"	means the total wagers placed by Players on Jackpot Games in the relevant month.

2. Network Jackpot Service

- 2.1 Subject to the terms of the Agreement and of this Exhibit 7, the Operator shall have the right to use the Jackpot Service and to offer the same to Players in such jurisdictions as may be approved by Evolution in writing from time to time. Nothing in this Exhibit 7 imposes any obligation on the Operator to offer the Jackpot Games, the Progressive Jackpot Prize or the Lower Wins Prizes on such Jackpot Games to Players.
- 2.2 The Jackpot Service shall only be provided in respect of Network Jackpots. If the Operator requests that the Jackpot Service is made available on any of its Dedicated Tables, the provision of such Jackpot Service shall be subject to the prior approval by Evolution and a Purchase Order which may include separate fees payable to Evolution.

3. Financials

- 3.1 In consideration of the provision of the Jackpot Service, the Operator will, in addition to the Revenue Share, pay Evolution the Progressive Jackpot Payment. Evolution shall invoice the Operator for the Progressive Jackpot Payment in accordance with section 4.3.4 of the Agreement.
- 3.2 Evolution shall add each Progressive Jackpot Contribution to the Progressive Jackpot Pool and each Re-seed Contribution to the Re-Seed Pool.
- 3.3 Evolution will, as a one-time payment only, provide the Initial Seed Value to the relevant Progressive Jackpot Pool. The Parties acknowledge that Evolution will only pay the Initial Seed Value once in relation to all Evolution Jackpot Operators and each Progressive Jackpot Pool and that, as at the Effective Date, Evolution may have already made such payment in respect of certain (or all) Jackpot Games, in which case no further payment shall be payable by Evolution.
- 3.4 The Progressive Jackpot Prize amount shown to the players (inclusive of the Players) in the relevant Jackpot Game will be the amount corresponding to the total funds accumulated in the Progressive Jackpot Pool at the applicable date.
- 3.5 After a Progressive Jackpot Win:
 - 3.5.1 the Operator shall ensure that the Progressive Jackpot Prize is remitted to the relevant Player as a single one-time payment (i.e. the payment may not be spread over time);
 - 3.5.2 with respect of certain Jackpot Games an automated pop up may notify the winning Player that he/she has won the jackpot. The Parties agree that the automated pop up shall not constitute a communication with the Player for which the Operator shall be solely responsible in terms of section 3.6 below. Whenever such pop up appears, Evolution will as soon as reasonably possible send the Formal Notification to the Operator. Evolution will then transfer the funds so verified according to the Formal Notification to the Operator as stated herein. Should a Player from an Excluded Jurisdiction win a jackpot, Evolution shall not transfer the funds to the Operator and such win will be null and void. In the event that a Player from an Excluded Jurisdiction receives the funds, the amounts so paid shall constitute a debt owed by the Operator to Evolution without prejudice to such other remedies and actions that may be available to Evolution at law and/or according to the Agreement. Evolution shall at all times be solely responsible to transfer only those amounts verified under this section and communicated in the Formal Notification; and
 - 3.5.3 where the relevant Progressive Jackpot Prize is won by a player (i.e. not a Player), Evolution will pay the Progressive Jackpot Prize to the relevant Evolution Jackpot Operator for onward remittance by such Evolution Jackpot Operator to the relevant player.
- 3.6 Evolution shall through the Back-Office Tools inform the Operator whenever a Player wins a Lower Wins Prize. Thereafter, it shall be the responsibility of the Operator to inform the relevant Player of the win and of paying the Lower Wins Prizes out of the total Jackpot Bets collected by the Operator from the Players.
- 3.7 Evolution will establish, in its sole discretion but acting in good faith and in accordance with this Exhibit 7, all rules and terms and conditions applicable from time to time in respect of the Jackpot Games:
 - 3.7.1 if a Progressive Jackpot Win or a winning of a Lower Wins Prize has occurred; and
 - 3.7.2 the amount of the Progressive Jackpot Prize or Lower Wins Prize, provided that the Progressive Jackpot Prize for a Jackpot Game shall at all times be equal to the amount of funds in the relevant Jackpot Prize Pool in accordance with section 3.4 of this Exhibit 7.

4. Other conditions

- 4.1 All Progressive Jackpot Contributions and payments made under the terms of this Exhibit 7 are non-refundable except where it can be proved that any Progressive Jackpot Contributions or payments have been incorrectly calculated, where, in such cases, any over-payments shall be returned.



- 4.2 Evolution may modify the Jackpot Fee by giving the Operator a minimum of 30 (thirty) days' prior written notice (email permitted). In the event that the Operator disagrees with the modified Jackpot Fee, the Operator will have the right to terminate the relevant Jackpot Games within 30 (thirty) days of having received notice of the increase, on 30 (thirty) days' written notice, in which case the increased Jackpot Fee shall not apply during the notice period, provided however that all other terms and conditions of the Agreement and of this Exhibit 7 shall continue to apply during the said notice period.
5. **Regulatory; Termination**
- 5.1 The Operator acknowledges and agrees that, subject to Evolution paying the correct Progressive Jackpot Prize to the Operator in accordance with section 3.5.1 of this Exhibit 7, the Operator is solely responsible for ensuring the remittance of all Progressive Jackpot Wins to Players.
- 5.2 The Progressive Jackpot Pools monies will be held in a separate account by Evolution in accordance with the "basic" requirement for the protection of players' funds stipulated by the Gambling Commission of Great Britain. Notwithstanding the foregoing, neither this Exhibit 7 nor the existence of such arrangement creates or declares any trust over such monies and Evolution will not be liable to any player (including the Players) for any amount owed by the Operator to a Player following a Progressive Jackpot Win and/or a winning of a Lower Wins Prize.
- 5.3 If any Evolution Jackpot Operator ceases to receive the Jackpot Service for any reason, such Evolution Jackpot Operator will not be entitled to any monies in the Progressive Jackpot Pool and all Progressive Jackpot Payments paid by that operator will accrue to the Progressive Jackpot Pool for the benefit of the players of Evolution Jackpot Operators that continue to receive the Jackpot Service. The Operator and Evolution acknowledge and agree that, if the Operator ceases to receive the Jackpot Service, Applicable Law may require that Players continue to be offered the chance to win the Progressive Jackpot Prize and/or Lower Wins Prizes to which they contributed prior to such cessation, and the Parties will co-operate with one another to comply with any Applicable Law in this regard.
- 5.4 Either Party may suspend or terminate the provision of one or more Jackpot Games as part of the Jackpot Service where Evolution no longer has the Requisite Permits to distribute such Jackpot Game(s).
- 5.5 Whenever a Jackpot Game is discontinued, the Progressive Jackpot Pool at the time will be dealt with by Evolution (with the reasonable assistance from the Operator where applicable or where reasonably necessary to enable Evolution to comply with its obligations herein) in accordance with Applicable Law or, where no Applicable Law provides for how the Progressive Jackpot Pool should be dealt with where a Jackpot is discontinued, in accordance with Evolution's standard policies in relation to the decommissioning of jackpot pools as notified to the Operator from time to time.

