

SOFTWARE LICENSE AGREEMENT

(Supply of Casino Games)

THIS SOFTWARE LICENSE AGREEMENT ("AGREEMENT") is entered into on the 5th February 2026

BETWEEN:

Spin Tech Solution B.V., a body corporate with company number **150166**
and address at Franscjh Bloemweç 4, Willemstad, Curaçao.

(Hereinafter referred to as "**Supplier**")

AND

Winlink B.V., a body corporate with company number 154346 and address at
Kaya Richard Beaujon z/n, Landhuis Joonchi II, Curacao.

(Hereinafter referred to as "**Customer**")

Hereinafter individually shall be referred to as the Party and collectively as the Parties.

WHEREAS:

- A. Supplier is a developer of online gaming products and also provides and operates a Platform into which Supplier's own games, as well as games from certain third-party game studios, are integrated (the "Games")
- B. The Customer operates online casino gaming websites.
- C. The Customer wishes to use the Supplier's Games and the relevant Gaming Software, and the Supplier has agreed to provide the Gaming Software and the Games to the Customer in accordance with the terms and conditions depicted below.

THEREFORE, THIS AGREEMENT WITNESSES that, in consideration of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 The following terms will have the following definitions:

"**Bonus Deduction**" shall have the meaning ascribed thereto in section 3.3.

"**API**" means application programming interface.

"**Customer Group**" means Customer and its corporate affiliates, parent companies, subsidiaries, agents, gaming agents, service providers, and all entities with whom Customer establishes an online gaming partnership or other relationship of any nature related to the use of the Online Games as a sub-licensee, partner, affiliate or webmaster.

"Customer License" means the license to offer games of chance with number OGL/2024/886/0978 granted by the Curacao Gaming Authority.

"Due Diligence" means the review and investigation of documents as required by applicable laws.

"End User(s)" means an individual whom a member of the Customer Group permits to access and utilize the Gaming Software.

"Gaming Software" means the object code versions of the computer software described in Appendix A and agreed to between the Parties in writing from time to time.

"Gaming Server" means the server, or servers as may be permitted herein, upon which the Gaming Software and all necessary third-party software is installed, and which is linked to the Website.

"Gross Gaming Revenue" means the aggregate gross income which is received by the Customer Group or any affiliate, partner, webmaster, agent or associate of the foregoing in connection with the activities of the Online Games, which shall be calculated as the total monies wagered on all games less all End User winnings on the use of the Gaming Software or operation of the Online Games and before any operating, administrative or other expenses or commissions. For the purpose of calculating Gross Gaming Revenue, the game play data collected and stored in the Gaming Software shall be used to conclusively determine all wagers and winnings, unless otherwise agreed to in writing by Supplier. (hereinafter referred to as **"GGR"**)

"License Fees" means the monthly payments to be made by Customer to Supplier as described in section 3.

"License" means the license to the use of the Gaming Software, Online Games and the related documentation as described in Section 4 hereof.

"Lobby" means the main area in a gambling website from where the End Users can navigate their way around the different games.

"Market Addendum(s)" means an addendum to this Agreement signed by both Parties for the purpose described in Clause 4.7.

"Online Games" means all Games licensed to the Customer in accordance with the terms of this Agreement as well as the Gaming Software as installed and operated on the Gaming Server.

"Online Gaming System" means a computer system designed to control, monitor, communicate with a terminal, and record play transactions and accounting data.

"Platform" means the gaming platform into which the Games are integrated as provided by the Supplier.

"Regulatory Authority" means Curacao Gaming Authority

"Territory" means Kazakstan, Armenia, Moldova

"€" or "**Euro**" means Euro, the common basic monetary unit of most countries of the European Union.

"**Website(s)**" means the list of websites depicted in Appendix F, permitted to offer the Online Games of the Supplier.

1.2 Terminology

Terms of computer or software terminology which are not otherwise defined herein will have the meanings normally attributed thereto in the computer or software industry unless the context of the use of such terminology suggests otherwise.

1.3 Appendices

The following Appendices are attached to and form part of this Agreement:

Appendix A	-	Gaming Software
Appendix B	-	Restricted Jurisdictions
Appendix C	-	Service Level Agreement
Appendix D	-	Data Processing Agreement
Appendix F	-	Websites

2. ONLINE GAMES

- 2.1 **Online Games Design and Construction:** Supplier will provide, to the reasonable standards specified by Customer and agreed to by Supplier in accordance with this Agreement, the Online Games and the Supplier shall load the Gaming Software onto the Gaming Server and perform set up and testing of the Gaming Software.
- 2.2 **Setup and Access:** Supplier will arrange for the initial setup and all maintenance, repairs and upgrades to the Gaming Software under this Agreement.
- 2.3 **Gaming Server:** Supplier will provide the Gaming Server and all related hardware necessary for the operation of the Online Games and will be responsible for the configuration, custody and maintenance of the Gaming Server.
- 2.4 **Management:** Customer shall be responsible for the management of the business elements of the Online Games and the Website.
- 2.5 **Marketing:** Customer agrees to market the Online Games to their entire database of End Users within the first full month after Go-Live.

3. FEES

- 3.1 **Set Up Fee:** Customer shall pay €0 upon the signing of this Agreement.
- 3.2 **License Fees:** License fees shall be paid in Euro and throughout the Term of this Agreement, Customer shall pay Supplier monthly License Fees calculated on the monthly

GGR received or receivable by Customer. Payment of License Fees shall commence on the date the Online Games are first made available to the End Users for real money wagering (the "Go Live Date").

Standard Games

For the avoidance of doubt Supplier Standard Games include; **Supplier Select Games**, **Mount Olympus Gaming**, and **Fine Edge Gaming** (individually referred to as "Game Studio" and collectively referred to as "Game Studios"). If there are any additional Game Studios, a written notification shall be sent to the Customer.

Each Game Studio shall be billed independently of each other. For the sake of clarity, if Supplier Select games generate ten thousand Euro of GGR, and Fine Edge Gaming games generate negative ten thousand Euro, Supplier Select games would be invoiced for their respective revenue share of the ten thousand Euro, while Fine Edge Gaming would not be invoiced due to negative. The billing amount for each game studio will be separated on the invoice for clarity.

The License Fees shall amount to the below percentages of the monthly Gross Gaming Revenue:

The rates are collapsing

€0 - €250,000 - 7% less Bonus Deduction

€250,001 - €500,000 - 6,75% less Bonus Deduction

€500,001 and above - 6,5% less Bonus Deduction

Branded/Premium Games

For the avoidance of doubt Supplier Branded/Premium Games include; **Supplier Premium** (individually referred to as a "Game Studio"). If there is an additional Game Studio, a written notification shall be sent to the Customer.

Each Game Studio shall be billed independently of each other. The billing amount for each game studio will be separated on the invoice for clarity:

The License Fees shall amount to the below percentages of the monthly Gross Gaming Revenue:

The rates are collapsing

€0 - €250,000 - 9% less Bonus Deduction

€250,001 - €500,000 - 8.75% less Bonus Deduction

€500,001 and above - 8.5% less Bonus Deduction

- 3.3 **Bonus Deduction:** Only bonuses using the Gaming System or Bonus API may be deducted. The maximum Bonus Deduction that is allowed is 10% of GGR, i.e. if the Bonus costs are 30% of GGR, only 10% will be deducted.
- 3.4 **Monthly Minimum Fee:** Throughout the term of this Agreement, Customer shall pay

Supplier a monthly minimum fee of €0, or the agreed License Fees, based on whichever is higher.

- 3.5 **Negative Carry-over:** There shall be no negative carry-over from one month to the next. If the GGR for a month is negative, this value shall be seen as zero, for the calculation of the License Fees. The following month GGR shall be calculated starting from zero.

4. GRANT OF LICENSE

- 4.1 **License:** Subject to the terms and conditions hereof Supplier hereby grants to Customer and Customer accepts from Supplier a, non-exclusive, non-transferable License to use the Gaming Software only in connection with the operation of the Online Games as contemplated herein. Customer Group is also granted the worldwide, non-exclusive, non-transferable license to use the Gaming Software as set out in this Agreement and subject to the delimitation of the Territory as established in this Agreement.
- 4.2 **Payment:** The Customer shall pay License Fees to Supplier under subsection 3.2 on a monthly basis commencing at the end of the first month after the Gaming Software is installed and tested by the Supplier. License Fees shall be calculated monthly and paid within twenty (20) days of the end of each month. Payments shall be made in Euro. Late payments will incur a penalty of eight per cent (8%) per annum. In the event that the Customer does not Go-Live within six (6) months of date of execution of this Agreement for any reason not due to default of Supplier, the Supplier reserves the right to decommission the Customer's integration to the Gaming Software.
- 4.2.1 **Invoice Disputes:** The Customer shall have seven (7) calendar days from the date of receipt of an invoice to notify the Supplier in writing of any dispute regarding the invoice, specifying in reasonable detail the nature of the dispute and the amount in question. If no such notice is received within this period, the invoice shall be deemed accepted in full. Any undisputed portion of the invoice shall remain payable by the due date. The Parties agree to work together in good faith to resolve any disputed amounts promptly. Failure to dispute an invoice in accordance with this clause shall constitute a waiver of the Customer's right to contest the invoice at a later date.
- 4.3 **Taxes:** The Customer shall be responsible for paying all use, sales or value added taxes, duties or governmental charges, whether presently in force or which come into force in the future, related to the use of the Gaming Software by Licensee.
- 4.4 **Restrictions:** Customer will not, and will not authorize any employee or agent or any related, affiliated, subsidiary or third party to:
- (1) use the Gaming Software and/or the Online Games or any part thereof for any other purpose other than as set out in this Agreement or
 - (2) offer the Gaming Software and/or the Online Games or allow the Gaming Software and/or the Online Games to be offered in jurisdictions where it is prohibited to do so, or accept wagers from End Users residing in the jurisdictions listed in Appendix B.
- 4.5 **Upgrades:** With the specific exclusion of additional bespoke Games (these being Online Games specifically requested by the Customer) and Premium Games, Supplier will procure for Customer all of its upgrades and enhancements to the Gaming Software, at no

additional cost to Customer.

- 4.6 Business Relationship:** Supplier's services hereunder relate to the initial design, development and installation of the Gaming Software and to the continued maintenance and upgrades of the same. Supplier shall have no ownership rights, participation interest, control, direction or management in respect of Customer or any of its business activities or any of its customer details, game play or transactional data. The Customer shall have no ownership rights in respect of the Gaming Software, the Games and any Intellectual Property related thereto and to the Supplier.
- 4.7 New Markets:** Any entry into new markets not covered by this Agreement for the distribution of Games shall require written approval by both Parties by means of a Market Addendum/s, to be attached to this Agreement, as may be required. The Market Addendum shall be a precondition for entry into new markets.

5. REPRESENTATIONS AND WARRANTIES

5.1 Supplier Representations and Warranties: Supplier warrants and represents to the Customer as follows:

- (1) Capacity: It has the necessary capacity to enter into this Agreement and to perform its obligations hereunder;
- (2) Program Error: Supplier warrants that the Gaming Software, as delivered, shall not contain any viruses, worms, time bombs, Trojan horses, or other malicious code intended to damage or disrupt systems. Supplier warrants that if program errors (defects in the Gaming Software) occur the Supplier will respond to notification of same by Customer and will use its best efforts to procure the correction of such errors on a timely basis, in accordance with the Service Level Agreement depicted in Appendix D.
- (3) Compliance with Law: The Supplier warrants that the Gaming Software has been developed in accordance with applicable laws and does not, to the best of its knowledge, violate any laws or regulations in the jurisdictions in which it is intended to be used.
- (4) Non-infringement: The Supplier represents and warrants that it has all necessary rights, licenses, and intellectual property rights in the Gaming Software and that the use of the Software by the Customer will not infringe any third-party intellectual property rights.
- (5) Security and Fairness: The Supplier warrants that the Gaming Software is free from any known vulnerabilities or design features that could enable unfair advantage, exploitation, or manipulation by users or third parties.

5.2 Customer Representations and Warranties: Customer warrants and represents to Supplier as follows;

- (1) Capacity: Customer has the necessary capacity to enter into this Agreement and

to perform its obligations hereunder;

- (2) The Customer shall take all reasonable efforts in order to ensure that the Online Games are provided to End Users in compliance with the applicable laws and that commercially reasonable endeavours are made to ensure a bona fide environment for the End Users.
- (3) The Customer has full power, capacity, authority and right to operate the Customer Websites and it shall not operate and use the Online Gaming Software unless it has the power, capacity, authority and right.
- (4) The Customer shall operate in accordance with the relevant laws and obtain authorization(s) from relevant authorities if applicable.
- (5) The Customer is in compliance with all the applicable rules, laws, standards and regulations applicable to the supply of the Online Games to the End Users via the Online Gaming System in the Territory.
- (6) The Customer shall provide the Supplier with all required documents for the Supplier to conduct the required Due Diligence on the Customer.
- (7) The Customer shall use the Online Gaming Software only in accordance with this Agreement and will operate in compliance with the restrictions set out in subsection 4.4, whilst ensuring that the Games shall be marketed in a suitable manner ensuring that each game shall at all times be well positioned within the Lobby.
- (8) The Customer will pursue the operation of the Online Games during the term of this Agreement in a lawful manner and to reasonable commercial standards.
- (9) The Customer ensures that it has strict controls in place to minimize fraudulent or dishonest practices or behaviors by End Users. The Customer is responsible for applying appropriate safeguards, maintaining fraud control to ensure that cheating, dishonest practices and other fraudulent behaviours is minimized.

The Customer shall have safeguards in place to monitor unusual patterns of gameplay, withhold payments and withdrawals of winnings and to void relevant transactions to ensure that:

- (A) winnings can be cancelled and stakes returned to End Users (in the event of a game malfunction)
- (B) winnings can be held and stakes retained by the Customer in the event that there is suspicion that a Game has been subject to tampering or fraudulent manipulation or an End User has cheated or created an unfair advantage.
- (C) When a User wins a significant amount (such as 100,000 EUR/ currency equivalent or more within twenty-four hours) the Customer shall refrain from paying the amount until it confirms the win's validity with the Supplier.

The Supplier shall not be held liable if the Customer fails to abide by this section and the Customer incurs any type of loss.

- (10) Where the Customer accepts the use of crypto currency via a crypto wallet and the

End User who is making use of this currency is involved in any fraudulent or dishonest practices in terms of this section, any liability or loss shall be borne solely by the Customer and the Supplier shall not be held liable and the Customer shall not be entitled to compensation.

- (11) The Customer acknowledges that the provisions of the services provided by the Supplier is dependent upon the Customer, implementing and maintaining through the term of the Agreement the applicable system operation requirements and accepting and implementing all software updates as required without delay. If the Customer does not do the latter mentioned implementations it may affect the services provided by the Supplier and the Supplier shall have no liability for defects, faults, unavailability, deficiencies or any other effect affecting the service due to the Customer's fault in implementing and maintaining the above.
- (12) The Customer shall ensure that its player-facing terms and conditions include a provision clearly stating that all bets are subject to review and may be voided or cancelled in the event of manifest error, technical malfunction, or pricing issue. This provision must explicitly reserve the right to cancel or adjust any bet that is the result of an obvious error, and to limit liability for such errors accordingly.

Failure by the Customer to include such a provision shall constitute a material breach of this Agreement and, in such case, the Supplier shall bear no responsibility for reimbursing the Customer for any refunds, payouts, or liabilities incurred as a result of bets placed or settled in error.

6. DUE DILIGENCE

- 6.1 This Agreement and its validity is subject to the approval of the Due Diligence which is performed by either party before the commencement of this Agreement or during the term of this Agreement.
- 6.2 Either Party may terminate this Agreement:
 - a) If the Due Diligence is unsatisfactory and the findings cannot be rectified and the continuance of the agreement would cause risk for the Party conducting the Due Diligence and/or
 - b) the Party is not able to successfully complete the Due Diligence and the continuance of the Agreement would cause risk for the Party conducting the Due Diligence.

7. INTELLECTUAL PROPERTY

- 7.1 Each Party grants to the other Party a right to use the first Party's trademarks as necessary for the other Party to perform its obligations under this Agreement.
- 7.2 All legal and beneficiary interest in any intellectual property rights belonging to either Party, such as, but not limited to, hardware, firmware, software, game mathematics, materials, interfaces, documents, notes, frameworks, specifications, drawings, goods and devices shall remain the property of the originator.
- 7.3 The Supplier shall, at its own expense, defend or at its option settle, indemnify and hold the Customer harmless from any direct losses, damages, liabilities, costs and expenses suffered or incurred by the Customer arising from any finding of a court of competent jurisdiction that the

Supplier Games infringes any patent, copyright (including software) or trademark of any third party, provided that the Customer provides the Supplier with (i) prompt written notice of such claim, (ii) control over the defence and settlement of such claim and (iii) proper and full information and assistance to settle and/or defend any such claim at the Supplier's expense. The foregoing shall not apply if the infringement is a result of any changes or modifications performed by the Customer or on behalf of the Customer, the Customer Group and/or the Sublicensee.

- 7.4 Without prejudice to clause 7.3 above, the Customer shall, at its own expense indemnify and hold the Supplier or the third-party Game Studio owning the Intellectual Property Rights to the Online Games and/or the Gaming Software in question harmless from any direct losses, damages, liabilities, costs and expenses suffered or incurred by the Supplier or the respective third-party game studio.
- 7.5 The Supplier may issue a takedown notice to the Customer for a specific Online Game or set of Online Games at any time upon receiving a third-party intellectual property claim or as a result of a third-party license termination or expiration. Upon receipt of a takedown notice, the Customer shall remove such Online Game(s) from the Websites within forty-eight (48) hours. If the Customer Sub Licenses the Gaming Software the Customer shall ensure that the takedown notice is actioned by the Sublicensee(s) of the Customer.
- 7.6 When the Supplier trademarks are used, the Customer shall abide by the trademark laws and standards.

8 LIABILITY AND INDEMNIFICATION

- 8.1 **Limitation of Liability:** IN NO EVENT WILL EITHER PARTY OR ANY ASSOCIATE, AFFILIATE, PARENT OR SUBSIDIARY CORPORATION OF EITHER PARTY, BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES, OR FOR ANY LOSS OR DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE OF THE GAMING SOFTWARE, OR FROM ANY LOSS OF DATA, LOST PROFITS, ANTICIPATED SAVINGS, BUSINESS OPPORTUNITY OR GOODWILL, IN EACH CASE ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAMING SOFTWARE OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.
- 8.2 **Aggregate Liability:** Without limiting the general exclusion of liability as provided in subsection 8.1, the liability of each Party and any of its associates, affiliates, parent or subsidiary corporations to the other, whether for negligence, breach of contract, misrepresentation or otherwise in respect of a single occurrence or a series of occurrences will in no circumstances exceed the greater of (a) two hundred fifty thousand euro (€250,000) or (b) the total fees paid under this Agreement in the twelve (12) months preceding the claim.
- 8.3 **CUSTOMER Indemnification:** Customer agrees to indemnify and save the Supplier and its associates, affiliates, parent or subsidiary corporations harmless from and against any and all claims, demands, costs and liabilities (including all reasonable legal and attorney fees and expenses) of any kind whatsoever, arising directly or indirectly out of claims brought by the End Users of or visitors to the Online Games or any third party, and/or brought under any law, including without limitation any government department or agency as a result of Customer's use of or its permitted access to or use of the Gaming Software, or Customer's operation and management of the Online Games
- 8.4

- 8.4 **Exclusions:** Nothing in this Agreement shall exclude or restrict either Party's liability where such limitation of liability is not allowed by law.

9 TERM AND TERMINATION

- 9.1 **Term:** The initial term of this Agreement is one (1) year from the date of this Agreement (the "Initial Term").
- 9.2 Upon expiry of the Initial Term, this Agreement will automatically renew for an additional one (1) year terms (each separate renewal referred to as an "Extended Term" as provided herein, unless at least ninety (90) days prior to the end of the Initial Term or any Extended Term, either Party supplies written notice to the other Party that this Agreement shall not be renewed.
- 9.3 **Termination For Cause:** Either Party may terminate this Agreement effective immediately upon written notice for cause, which shall include any material breach of this Agreement, which includes but is not limited to a breach of the Restrictions laid out in Section 4.4, Section 5, Section 7, Section 9.5, Appendix B, Appendix C, Appendix E, provided that if the breach is capable of being remedied, termination may only occur if the breaching Party fails to cure the breach within thirty (30) days or any other time period as may be agreed between the Parties, of receiving written notice thereof.
- 9.4 Upon termination of this Agreement, the Customer and, where applicable, any entity part of its Customer Group and any of its sub-licensee(s)' right to use the Gaming System and Gaming Software shall immediately cease and:
- the Customer shall pay the Supplier any outstanding balance due at the time of termination within 15 calendar days.
 - the Customer will promptly shut down the operation of the Gaming System and Gaming Software on the Websites.
 - the Customer shall return or delete all related materials which were provided by the Supplier.
- 9.5 **Non-Payment:** Notwithstanding anything contained herein, non-payment by Customer of any License Fees provided for herein, at the times specified herein, which non-payment continues for fourteen (14) days after notification from Supplier, shall entitle the Supplier to immediately terminate this Agreement and in such event Supplier shall be entitled to take any and all such actions it may deem necessary to prevent the continued use of the Gaming Software and the Online Games.

10 CONFIDENTIALITY

Each Party (the "Receiving Party") agrees that it will at all times during the term and for a period of three (3) years thereafter keep secret and confidential all of the other Party's (the "Disclosing Party") Confidential Information.

- 10.1 For the purposes of this Agreement "**Confidential Information**" includes:
- all information in whatever medium relating to the trade secrets, operations, processes, plans, intentions, product information, know-how, designs, market opportunities, transactions, affairs and/or business of a Party and/or its customers, clients, suppliers or any member of its Group, holding companies and/or subsidiaries;
 - all information relating to the Gaming Software including its related Documentation;
 - the terms or subject matter of this Agreement; and

- d. the negotiations relating to this Agreement.

10.2 Each Party shall both during this Agreement and thereafter:

- a. keep all Confidential Information disclosed to it by the other Party strictly confidential;
- b. not disclose any such disclosed Confidential Information to a third party, other than to its directors, employees, advisors and officers (collectively the "**Representatives**") on a need to know basis for the performance of that Party's obligations under this Agreement, and only then provided that the relevant Party shall ensure that each such Representative shall keep such Confidential Information confidential and shall not use any of it for any purpose or disclose it to any person, firm or company other than those for which or to whom that Party may lawfully use or disclose it under this Agreement; and
- c. use Confidential Information disclosed to it only in connection with the proper performance of this Agreement.

Section 10.2 above shall not apply to any Confidential Information to the extent that it:

- a. comes within the public domain other than through breach of Section 10.2 above; or
- b. is required or requested to be divulged by any competent authority including any Regulatory Authority to which either Party is subject, wherever situated; or
- c. is known to the Receiving Party before the disclosure to it, as can be proven by written evidence; or
- d. is disclosed with the other Party's prior written approval to the disclosure; or
- e. is disclosed pursuant to applicable law, the order or requirement of a court, administrative agency, or other governmental body; provided, however, that the receiving Party will (unless otherwise prohibited under applicable law) provide Disclosing Party reasonable prior written notice of the required disclosure in order for the Disclosing Party to seek a protective order or take other appropriate action. If, in the absence of a protective order, the receiving Party or its Representatives are, in the opinion of counsel, compelled as a matter of law to disclose the Confidential Information, the Receiving Party may disclose to the party compelling disclosure only the part of the Confidential Information as is required by applicable law to be disclosed and shall use its best efforts to obtain confidential treatment thereof.

10.3

Upon the termination of the Agreement, or at a Party's request, the other Party shall deliver the Confidential Information including all files, documents, computer programs and other media received (and all copies and reproductions of any of the foregoing) to the extent that the same contain Confidential Information and shall, so far as reasonably practicable, permanently erase any Confidential Information from any computer, word processor or other device containing, comprising or including Confidential Information. Upon the request of a Party, the other Party shall certify in writing that it, and each of its Representatives to whom Confidential Information has been provided, has complied with foregoing provisions.

11 DATA PROTECTION

The Parties shall execute and comply with their respective obligations as set out in the Data Processing Agreement annexed in Appendix E.

12 GENERAL

- 12.1 **Notice:** Any notice, request, demand, consent or other communication provided or permitted hereunder will be in writing and given by email to the party whose email address for the receipt of such document is as follows:

If to **Supplier:**
Email: legal@spintechsolutions.net

If to **Customer:**
Email: compliance@winity.com and limassol@oneworldweb.net
and with copy to winlinkbv@g-force-corporate-services.com

INVOICES: invoice@winity.com

or to such other email address as a party may direct. Any notice so given will be deemed to have been received on the date it was transmitted. Notice under this Agreement shall be in English.

- 12.2 **Governing Law:** This Agreement shall be governed in all respects by the laws of Curacao and any dispute thereunder will be subject to the exclusive jurisdiction of the Courts of Curacao. The Parties irrevocably submit to the sole jurisdiction of Curacao.

- 12.3 **Force Majeure:** Except in relation to the obligation of Customer to make License Fee payments under this Agreement, a Party will not be held responsible, nor will it be considered in breach of this Agreement, for its failure to fulfill any terms or provisions hereof if such failure was a result of civil disorder, war, governmental decrees or laws, acts of enemies or terrorists, strikes, floods, acts of God, failure of telecommunications facilities, Internet service providers or by any other cause not within the control of that Party and which could not have been prevented by that Party exercising reasonable diligence.

- 12.4 **Relationship of Parties:** The parties to this Agreement are independent contractors and neither Party is the agent, joint venture, partner or employee of the other.

- 12.5 **Assignment:** Neither Party may, wholly or partially, transfer, assign, pledge or sub-license its rights or obligations under this Agreement to any third party without the prior written consent of the other Party.

- 12.6 **Severability:** If any provision of this Agreement or part thereof shall to any extent be or become invalid or unenforceable, the Parties shall agree upon any necessary and reasonable adjustment of the Agreement in order to secure the vital interests of the Parties and the main objectives prevailing at the time of execution of the Agreement.

- 12.7 **Amendment:** Any Amendments to this Agreement shall be done by means of an

Addendum signed by both Parties to this Agreement.

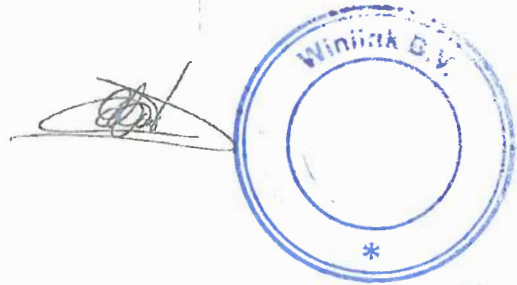
EXECUTED by the parties hereto as of the day and year first above written

Spin Tech Solution B.V)
by its authorized signatory who is duly authorized)
to bind the entity:)

Name: Glenn Rellum)
Position: Director)
Date: April 10, 2026)
o.b.o. Downtown E-Commerce Company B.V.

Winlink B.V)
by its authorized signatory who is duly authorized)
to bind the entity:)

Guardian Corporation Curacao B.V obo Gouloud)
Hammoud)
Director)
Date: 18 March 2026)



**APPENDIX A
SUPPLIER GAMING SYSTEM AND ONLINE GAMES**

The Supplier shall provide:

- a) A complete suite of casino and soft games in the current release version of the Gaming Software that are generally made available to all Customers, including any third-party customized work and Premium games.
- b) For third party and/or premium branded games, the License Fees for such games shall be determined and agreed by the Parties on a case-by-case basis but will generally be offered at an enhanced rate.
- c) Complete gaming system administration tool that is generally made available to all Customers, this includes any third-party customized work in the current release version of the Gaming Software.

APPENDIX B RESTRICTED TERRITORIES

The Customer warrants that it shall use the Gaming Software and provide its online gaming operations only in those jurisdictions in which online gaming is permitted and that it is in compliance with the laws and regulations of such jurisdictions and any restrictions set out in this Agreement (unless the Parties have an appropriate gaming license for jurisdictions).

Irrespective of subsection 12.7 of the Agreement, the Parties agree that Appendix B can be amended unilaterally by the Supplier by means of a written notice.

Jurisdictions where Spin Tech Solution B.V's ("Spin Tech") licensed customers ("Licensed Customers") must not allow participation:

Update effective as of November 11th, 2025

Afghanistan
Algeria
Angola
Belarus
Bolivia
Bosnia-Herzegovina
British Virgin Islands
Bulgaria
Burkina Faso
Cameroon
Central African Republic
China
Congo (the Democratic Republic)
Cote d'Ivoire
Cuba
Guinea-Bissau
Haiti
Iran (Islamic Republic of)
Iraq
Kenya
Lao People's Democratic Republic
Lebanon
Libya
Mali
Monaco
Montenegro
Mozambique
Myanmar
Namibia
Nepal
Nicaragua
Niger
Nigeria
North Korea
Russian Federation
Serbia

Somalia
South Africa
South Sudan
Sudan
Syria
Tanzania
Trinidad & Tobago
Turkey
Ukraine
Vanuatu
Venezuela
Vietnam
Yemen

The following Jurisdictions are not allowed without the express Agreement between the Parties, subject to new terms allowing the Licensed Customer to offer the games in the specific jurisdiction, and provision of the specified licenses for each Jurisdiction.

Belgium
Denmark
Canada
Czech Republic
Estonia
Germany
Greece
Italy
Latvia
Lithuania
Netherlands
Peru
Republic of Serbia
Romania
Spain
Sweden
United States of America (Dependent on which State Licenses in hand)
United Kingdom

Any other licensed jurisdiction.



APPENDIX C SERVICE LEVEL AGREEMENT

1. General

- 1.1 This Service Level Agreement ("SLA") governs the service levels and performance of the Gaming System, which consists of the Platform whereupon individuals participate in Supplier's activities by utilizing the different games software, the administrative back office system that is made available to the Customer, the Internet connection to the server(s) and any related hardware.
- 1.2 The services under this SLA are provided by Supplier. Supplier assumes full responsibility (subject to the limitations of liability in Section 8 of the main body of the Agreement) in relation to the Customer for the services provided by Supplier.
- 1.3 If/when the Parties agree that the Games will be offered in the United Kingdom, Supplier shall also as an additional service under this SLA conduct RTP Monitoring required by the United Kingdom Gambling Commission ("UKGC") for all the Online Games made available to the Customer under this Agreement. Such monitoring shall be regular automated monitoring of the actual and theoretical game RTP averages in accordance with the obligations imposed by the UKGC under the "Testing Strategy for Compliance with Remote Gambling and Software Technical Standards, June 2017" (as amended from time to time). Such monitoring shall, inter alia, seek to identify both scenarios where a game appears to be awarding winnings above the anticipated average and below the anticipated average. Supplier will promptly notify the Customer in writing of any abnormal findings in the RTP monitoring and take all reasonable steps necessary to remedy any fault identified. Supplier shall keep all appropriate records of changes to the Online Games as a result of the RTP monitoring and report any changes to the Customer in writing.
- 1.4 Words and expressions which are defined in the main body of the Agreement shall have the same meaning in this SLA unless explicitly defined differently herein.
- 1.5 If any part of this SLA does not correspond to or agree with the main body of the Agreement, the main body of the Agreement shall have precedence.

2. Performance Levels

2.1 Accessibility objective

Supplier's intention is that the Gaming System will be available 24 hours a day every day of the year with only limited, scheduled and notified interruptions.

2.2 Scheduled interruptions

In order to provide services, updates and maintenance, Supplier will schedule interruptions in the accessibility of the Gaming System (including the software, the internet connection and the back-office system). These interruptions of the Gaming System will be kept within the following time frame:

- Not more than 12 planned interruptions per year.
- Maximum 3-hour downtime for each interruption.
- Total downtime limited to 12 hours per year.

The planned interruptions shall as far as possible be scheduled between the hours of 01:00 and 08:00 CET. Interruptions during the peak hours of the Gaming System activities shall be avoided but cannot be excluded.

The Customer shall be notified at least 48 hours before a scheduled interruption. The notification shall contain date and time for the interruption, planned downtime and the reason for the interruption. Supplier will notify the Customer's appointed contact person by e-mail. Supplier shall undertake to ensure that any third-party supplier whose content is provided to the Customer by Supplier via a supplier platform to Supplier platform integration, shall comply with the terms of this section 2.2 when it comes to the accessibility of the supplier platform.

2.3 Accessibility

With the exception of the scheduled interruptions described above, Supplier guarantees an uptime and accessibility per calendar quarter amounting as follows:

- The Gaming Software: 99.0%
- The Back-Office System: 99.0%

The above levels shall not include any disturbances or interruptions resulting from emergency or general maintenance that lasts five (5) minutes or less.

Supplier shall undertake to ensure that any third-party supplier whose content is provided to the Customer by Supplier via a supplier platform to Supplier platform integration, shall provide an uptime and accessibility per calendar quarter amounting as follows:

Supplier Platform and Games: 99.0%

2.4 Limitations

This SLA does not cover and Supplier cannot be held liable in any way for any disturbances or interruptions in the Gaming System availability that are in any manner related to or caused by third parties other than Supplier.

2.5 Measuring report

The uptime and accessibility of the Gaming System is measured by Supplier on a monthly basis. A quarterly report specifying the downtime of the Gaming System will be delivered to the Customer upon request.

3. **Problem Management**

3.1 Unplanned incidents

In the event of unplanned incidents, the trouble search shall begin as soon as possible. Incidents shall be reported to the Supplier Support Centre according to the instructions set forth below.

The escalation process of Supplier guarantees that the Support Centre will commence work on the elimination of the incident within the following timeframe from receipt of the initial report:

- Monday - Friday between 08:00 and 17:00 CET within 15 minutes.
- For Supplier Premium Games, a maximum of 90 minutes may be required in order to coordinate any issues that is caused by a third-party supplier.

3.2 Communication and reporting routines

When the Customer discovers any indications on incidents that affect the accessibility of the Gaming System, the Support Centre shall be contacted according to the following instructions:

- All days 24/7: By contacting the Support via the following URL
<https://clientops.atlassian.net/servicedesk/customer/portal/6>

If the Customer reports an incident covered by this SLA by any other means, the Customer is required to use the following URL <https://clientops.atlassian.net/servicedesk/customer/portal/6>

When the problem which caused the incident has been rectified, the Customer will be notified hereof immediately. A written incident report will be delivered to the Customer contact person no later than 48 hours after the rectification.

APPENDIX D DATA PROCESSING AGREEMENT ("DPA")

1 DEFINITIONS AND INTERPRETATION

- 1.1 For the purposes of this DPA, the following terms and expressions, including grammatical variations, shall have the meaning set forth below.

Capitalized terms not defined in this DPA shall have the meaning given to them in the applicable data protection laws, unless expressly stated otherwise.

"Data Protection Laws" shall mean the Data EU Protection Laws and any other applicable law (to extent applicable, data protection of privacy laws of any other country) with respect to any Personal Data in respect of which the Parties are subject to.

"Effective Date" shall mean the date as of the last signature affixed hereto.

"Personal Data" shall mean the personal data of the End Users as outlined in detail in section 14.

"Controller" shall mean Winlink B.V. which determines the purposes and means of the processing of personal data.

"GDPR" shall mean Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), as amended from time to time.

"Processor" shall mean Spin Tech Solution B.V. which processes the Personal Data on behalf of the Controller (this being the Operator) or any other company belonging to the same corporate group of the Customer.

"Processor Group Company" shall mean any entity that owns or controls, is owned or controlled by, or is under control or ownership of the Processor.

"Sub Processor" shall mean any person appointed by or on behalf of the Processor to process the Personal Data on behalf of the Controller (this being the Operator) or any other company belonging to the same corporate group with the Customer.

The terms, "Commission", "Data Subject", "Member State", "Personal Data", "Personal Data Breach", "Processing" and "Supervisory Authority", "Transfer" shall have the same meaning as outlined in the GDPR or any other data protection law.

2 PROCESSING OF PERSONAL DATA

The Processor and each Processor Group Company shall comply with all Data Protection Laws in the processing of the Personal Data.

- 2.1 The Processor (and if applicable the Processor Group Company), shall process the Personal Data exclusively for the purpose of carrying out its obligations under the Main Agreement and in accordance and with this DPA, and in accordance with the written instructions given by the Controller, unless otherwise required by any applicable Data Protection Laws to which the Processor is subject.

- 2.2 In the event that the processing of the Personal Data is required by any applicable Data Protection Laws to which the Processor is subject, the Processor shall notify the Controller before carrying out any processing of that Personal Data. Further, in the event that the Processor receives instructions relating to the Processing of the Personal Data that it deems beyond or contrary to (i) this DPA, or (ii) the any applicable data protection laws to which the Processor is subject, the Processor shall without delay notify the Controller and await further instructions before complying with such instructions.
- 2.3 The Controller instructs the Processor and each Processor Group Company and authorizes the Processor and each Processor Group Company to instruct each Sub Processor to (i) Process the Personal Data and (ii) transfer the Personal Data to any country of territory in accordance with the applicable data protection laws, in each case as reasonably necessary for the provision of the services in consistency with this DPA and the Software License Agreement.

3 SUBPROCESSING OF PERSONAL DATA

- 3.1 The Controller authorises the Processor to appoint Sub Processors in accordance with this Section.
- 3.2 The Processor may continue to use those Sub Processors already engaged by the Processor as at the date of this DPA. By entering into force this DPA the Processor shall supply the Customer with a list of such already engaged Sub Processors.
- 3.3 The Processor can at any point, appoint a new Sub Processor provided that the Controller is given written notice, and the Controller does not legitimately object to such appointment within that timeframe. If, in the Processor's opinion such objections are legitimate, the Processor shall refrain from using such Sub Processor in the context of processing the Personal Data. In the event that the Processor does not agree with the Controller, and the Processor wishes to use the Sub Processor in question, the Controller can choose to terminate the Agreement
- 3.4 With respect to each Sub Processor, the Processor shall:
- (a) carry out adequate due diligence to ensure that the Sub Processor is capable of providing the same level of protection for the Personal Data as required by this DPA and meet the requirements of the applicable Data Protection Laws;
 - (b) ensure that the arrangement between the Processor or any of the Processor Group Company and/or the Sub Processor is governed by a written contract including terms which offer at least the same level of protection for the Personal Data as those set out in this DPA.
- 3.5 The Processor and each Processor Group Company shall ensure that each Sub Processor performs the obligations which apply to processing of the Personal Data, as they apply to processing of the Personal Data carried out by that Sub Processor, as if it were party to this DPA.

4 PERSONNEL

The Processor shall take reasonable steps to ensure the reliability of any employee, agent or contractor of any Sub Processor who may have access to the Personal Data, ensuring in each

case that access is strictly limited to those individuals who need to know or access the relevant Personal Data, as strictly necessary for the purposes of the Software License Agreement, and to comply with the applicable Data Protection Laws in the context of that individual's duties to the Processor and Sub Processors, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

5 SECURITY

Considering the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the Processor and each Processor Group Company, shall in relation to the Personal Data implement technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Section 32(1) of the GDPR.

6 DATA SUBJECT RIGHTS AND SUPERVISORY AUTHORITY

6.1 Taking into account the nature of the processing, the Processor and each Processor Group Company, shall assist the Controller by implementing appropriate technical and organisational measures, insofar as this is reasonably possible, for the fulfilment of the Controller's obligations to respond to requests from Data Subjects who wish to exercise their rights under the Data Protection Laws.

6.2 The Processor shall:

- (a) promptly notify the Controller if the Processor or any Sub Processor receives a request from a Data Subject or supervisory authority under any Applicable Data Protection Laws in respect of the Personal Data; and
- (b) ensure that the Processor and/or any or its Sub Processor does not respond to that request except as required by Data Protection Laws to which the Processor or Sub Processor is subject, in which case the Processor shall to the extent permitted by the applicable Data Protection Laws inform the Controller of that legal requirement before the Processor or Sub Processor responds to the request.
- (c) Without undue delay, and in any case within the period of time required by the applicable Data Protection Laws, assist the Controller as needed to cooperate with and respond to requests from Data Subjects, customers, supervisory authorities or others to provide information (including details of the services provided by Processor) related to Processor's processing of Personal Data.

7 PERSONAL DATA BREACH

7.1 ~~The Processor shall notify the Controller immediately and without any delay upon the Processor or any Sub Processor becoming aware of a Personal Data Breach affecting the Personal Data, providing the Controller with sufficient information to allow the Controller to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws.~~

7.2 The Processor shall co-operate with the Controller and take all such reasonable commercial steps as are directed by the Controller to assist in the investigation, mitigation and remediation of each such Personal Data Breach, including disclosure with the relevant supervisory authorities.

8 DATA PROTECTION IMPACT ASSESSMENT AND PRIOR CONSULTATION

The Processor and each Processor Group Company shall provide reasonable assistance to the Controller with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which the Controller considers to be required by Section 35 or 36 of the GDPR or equivalent provisions of any other Data Protection Laws, in each case solely in relation to processing of the Personal Data by the Processor or its Sub Processor.

9 TERM AND TERMINATION

- 9.1 This DPA shall enter into force concurrently with the Software License Agreement and shall thereafter remain in force as long as the Software License Agreement remains in force. It shall expire automatically without notice when the Software License Agreement expires regardless of the reason of termination or expiration (the "Expiry Date").

10 DELETION OR RETURN OF OPERATOR PERSONAL DATA

- 10.1 Subject to Sections 10.2 and 10.3, the Processor and each Processor Group Company, shall promptly and in any event within 60 (sixty) days of the Expiry Date, delete the Personal Data (including any copies thereof) and procure when required, the deletion of all copies of the Personal Data to the Customer in compliance with Article 32 of the GDPR.
- 10.2 Subject to Section 10.3, the Controller may in its absolute discretion by written notice to the Processor within 60 (sixty) days of the Expiry Date require the Processor and each Processor Group Company to
- (a) return a complete copy of all the Personal Data to the Controller by secure file transfer in such format as is reasonably notified by the Controller to the Processor; and
 - (b) delete and procure the deletion of all other copies of the Personal Data processed by the Processor or any of its Sub Processor. The Processor shall comply with any such written request within 30 (thirty) days of the Expiry Date.
- 10.3 Notwithstanding Sections 10.2 and 10.3, the Processor and Sub Processor may retain the Personal Data to the extent required by Data Protection Laws and only to the extent and for such period as required by the Data Protection Laws and always provided that the Processor and its Sub Processor shall ensure the confidentiality of all Controller Personal Data and shall ensure that such Personal Data is only processed as necessary for the purpose(s) specified in the Applicable Data Protection Laws or any licensing and/or regulatory requirements in relation to the Services requiring its storage or further processing after the Expiry Date.
- 10.4 For the purposes of clarification, only statistical data, which has been anonymized and no longer constitute the Personal Data may be retained and used freely by the Processor perpetually.
- 10.5 The Processor shall upon request provide written certification to the Controller that it has fully complied with this Section 10.

11 AUDIT RIGHTS

- 11.1 The Processor and each Processor Group Company shall keep, or cause to be kept the necessary information to demonstrate its compliance with its obligations under this DPA

including but not limited to full and accurate records relating to the Processing of Personal Data.

- 11.2 Upon reasonable request from the Controller, the Processor and each Processor Group Company shall make available to the Controller and its auditors or agents all relevant information or records kept by the Processor and each Processor Group Company pursuant to this Section 11.
- 11.3 Information and audit rights of the Controller only arise under Section 11.1 to the extent that the Software License Agreement does not otherwise give them information and audit rights meeting the relevant requirements of Data Protection Laws.

12 DATA TRANSFERS

- 12.1 The Processor acknowledges that Data Protection Laws may require additional measures to be taken to secure transfers of the Personal Data outside the country or region they originate from. In such a case, the Processor shall assist the Controller in implementing these additional measures and, for instance, enter into separate agreements, where and as mandated under Data Protection Laws. Without limiting the generality of foregoing, the Processor and each Processor Group Company, and Sub Processor shall refrain from transferring any Personal Data subject to the subject to Data Protection Laws outside the European Union or a country deemed adequate by the European Commission, without relying on a transfer mechanism in accordance with the Data Protection Laws. In this regard, to the extent the Processor's Sub-processor processes Personal Data outside the EEA or an adequate jurisdiction, such transfer shall be based on one of the appropriate safeguards specified in Article 46 of the GDPR.

13 CHANGES IN DATA PROTECTION LAWS AND MISCELLANEOUS

- 13.1 The Controller may by 30 (thirty) calendar days' prior written notice to the Processor propose variations to this DPA which the Controller reasonably considers to be necessary to address the requirements of any Data Protection Laws.
- 13.2 If the Controller gives notice as per the Notice Section, the Processor shall not unreasonably withhold or delay agreement to any consequential variations to this DPA proposed by the Controller.
- 13.3 If the Controller gives a notice as per the Notice Section, the Parties shall promptly discuss the proposed variations and negotiate in good faith with a view to agreeing and implementing those variations.
- 13.4 If this DPA does not specifically address a particular data security or privacy standard or obligation, the Processor will use appropriate, generally accepted practices to protect the confidentiality, security, privacy, integrity, availability, and accuracy of the Personal Data.
- 13.5 If the Processor is unable to provide the level of protection as required herein or to abide to its obligations under this DPA or Data Protection Laws, the Processor shall immediately notify the Controller and cease processing.
- 13.6 Any non-compliance with the requirements herein shall be deemed a material breach of the Agreement and the Controller shall have the right to terminate the Agreement immediately without penalty.

14. DETAILS OF PROCESSING OF OPERATOR PERSONAL DATA

This Section and the table below contain certain details of the processing activities of the Personal Data as required under Data Protection Laws.

Details of Processing of Personal Data

Description of types of Personal Data that might be Processed	Player details (Player ID, IP Address, Country, Jurisdiction, country ID) Transaction data (wins and loss) Game history (Last Game ID, Last Session ID, Last Round ID, Game History for the last round)
Description of categories of Data Subjects whose data might be Processed	End Users (i.e Players)
Purpose of the data Processing	Fulfilling obligations under the Agreement and for compliance with applicable laws, statutes, ordinances and regulations of those jurisdictions that apply to the activities of the Agreement
Duration of the processing	For the duration of the Software License Agreement

List with current sub-processors of Spin Tech approved by the Controller:

Name, identification of the sub-processor	Country where the sub-processor is located
Amazon Web Services (AWS)	Ireland

EXECUTED by the parties hereto as of the day and year first above written

Spin Tech Solution B.V)
by its authorized signatory who is duly authorized)
to bind the entity:)

Name: Glenn Rellum)
Position: Director)
Date: March 10, 2026)

Representing Downtown E-Commerce Company B.V.

Winlink B.V)
by its authorized signatory who is duly authorized)
to bind the entity:)

Guardian Corporation Curacao B.V obo Gouloud)
Hammoud)
Director)
Date: 18 March 2026)



APPENDIX F – WEBSITES

winity.com



