

Version 07-05-2025

LIVE CASINO GAMES AS A SERVICE AGREEMENT

by and between

EZUGI IOM LIMITED

AND

WINLINK B.V.

May 7th, 2025

THIS LIVE CASINO GAMES AS A SERVICE AGREEMENT (the “**Agreement**”) is valid as of the date first above written.

PARTIES

- (1) **EZUGI IOM LIMITED**, a limited liability company existing under the laws of the Isle of Man, bearing company registration number 021806V, and having its registered offices at Second Floor, 18-20 North Quay, Douglas, Isle of Man, IM1 4LE (“**Ezugi**”); 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 2, Curaçao (the “**Operator**”)

Ezugi and the Operator are referred together as the “**Parties**” and individually as a “**Party**”.

WHEREAS

- (A) Ezugi 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 via Ezugi'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 Ezugi 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 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 Ezugi, 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.
“Branded Games”	means those Game(s) developed by Ezugi using any third-party property or assets as may be subject to additional terms and conditions as agreed between the Parties 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 Ezugi, any other service provider of games for remote based online gaming on a B2B basis anywhere in the world.
“Confidential Information”	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.
"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.
"EFT"		means electronic fund transfer.
"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.
"External Event"		means any of the following that has a material adverse effect upon the performance by Ezugi 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 Event"	Majeure	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 Groups"		means each category of Games which as at the Effective Date consist of (a) Core Games; (b) Premium Games and (c) Branded 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.
"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.
"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 winity.com and its mirrors 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 = 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 Ezugi 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.
“Key Account Manager”	means an employee of Ezugi designated as such by Ezugi who is responsible for the oversight and overall management of this Agreement on behalf of Ezugi and who shall also act as a central point of contact between the Operator and Ezugi.
“KYC”	means ‘know-your-customer’.
“Licensed Property”	means any and all Intellectual Property Rights licensed by Ezugi 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 Ezugi’s live dealer studios via the Solution.
“Live Games”	means those Games and Game Shows from time to time set up by Ezugi in its live dealer studios 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.
“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.
“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 Ezugi 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 Ezugi 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.
“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.
“Prohibited Jurisdictions”	means those jurisdictions where the Operator must not allow participation in the Games under any circumstances and for any reasons whatsoever which, as at the Effective Date, consist of: Afghanistan; Albania; Algeria; Australia; Bahamas; Burma (Myanmar); China; Cuba; Cyprus; Ecuador; Guyana; Hong Kong; Iran; Iraq; Israel; Kuwait; Latvia; Nicaragua; North Korea; Pakistan; Panama; Philippines; Singapore; Sudan; Syria; Taiwan; Trinidad and Tobago; the United States of America and Yemen.
“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 4, 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 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.
"Responsible Gaming"		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 Ezugi under this Agreement. The Services may be further extended and/or modified in Purchase Order(s).
"Service Fees"		means the fees payable by the Operator to Ezugi set out in Exhibit 2 and/or in any applicable Purchase Order(s).
"Service Items"		means the individual aspects of the Services which Ezugi 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 Ezugi'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 Back Office Tools, and (c) any other services that Ezugi may, at its sole discretion, offer from time to time.
"Solution Documentation"		means documentation created, maintained and updated as necessary by Ezugi 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 Ezugi to the Operator and as updated or amended from time to time by Ezugi in writing (email permitted).
"Term"		has the meaning set out in section 16.2.
"Territory"		Means Russia, Belarus, Kazakhstan, Moldova, Armenia and Turkey, but excluding: (a) the Prohibited Jurisdictions; and (b) those Regulated Market(s) in relation to which the Parties do not possess the Requisite Permit(s) and (c) those jurisdictions from time to time subject to international sanctions under the EU and UN sanctions lists and (d) 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 5.
"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 Ezugi

- 3.1.1 Ezugi 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 Ezugi.
- 3.1.2 Game Certifications. To the extent applicable depending on the local requirements of the Territory, Games included in the Solution may possess the Game Certifications required in the Territory by Applicable Law.
- 3.1.3 RTP. Ezugi shall determine the payout tables and the RTP of the Games in accordance with Applicable Law.
- 3.1.4 Wager limits. Ezugi shall set the wager limit on all Games and Generic Tables with the sole express exception of Dedicated Tables in relation to which the Operator shall have sole discretion to set the limits.
- 3.1.5 Tippling. The Operator agrees and understands that Players may decide to allocate or, otherwise, offer Tips (as defined in Exhibit 2) to live dealers. For this purpose, in all those markets in which Ezugi enables Tips to be offered to live dealers, the Operator shall allow Players to offer such Tips through the accounts held by Players with the Operator. Ezugi shall include any such Tips Payments (as defined in Exhibit 2) in any invoices it issues pursuant to Section 4.3.4. Tips given by Players to live dealers/croupiers within the game play will not be regarded as part of the GGR generated by the Operator and will be retained by Ezugi to be granted to the respective live dealers. Tips functionality may be disabled upon the Operator's written request (email permitted).

3.2 Right to use (and access to) the Solution

- 3.2.1 Ezugi 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 Ezugi accordingly in writing (email permitted) and provide Ezugi 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 Ezugi'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 Ezugi.
- 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 Ezugi 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 Ezugi, 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 Ezugi 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 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 Ezugi. These Services include the following:
- (a) connection of the Operator's 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, Ezugi 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 Ezugi 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. Ezugi 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 Ezugi 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 Ezugi shall provide the Operator with the Solution Documentation at no additional cost.

3.5.2 Ezugi 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 Ezugi 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. Ezugi will provide sufficient advance notice to the Operator if it is reasonably foreseeable to Ezugi 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 Ezugi shall test each maintenance release in accordance with Good Industry Practice and Ezugi's standard test procedures prior to its installation.

3.7 Operator Data

3.7.1 Ezugi 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, dispose, exploit commercially or otherwise, or provide the Operator Data to third parties (except for Affiliates) 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 or end user engagement and shall not be used for Ezugi's and affiliates' general business operations, third-party clients, or aggregated analytics unrelated to the services provided under this Agreement.

3.7.2 Ezugi 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, Ezugi 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. Ezugi 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 Ezugi's prior written consent that shall not be unreasonably withheld, conditioned or delayed and subject to the Operator providing evidence to Ezugi of such requirements; (f) attempt to derive the source code from, or any other Confidential Information relating to, the Solution except as permitted by Ezugi 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 Ezugi'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 Ezugi 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, Ezugi 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 Ezugi in writing of any Errors it has detected in the Services.
- 4.2.3 Ezugi shall, in line with Good Industry Practice, correct any Errors discovered during acceptance testing. Ezugi shall correct the Error or have the Error corrected at its own expense and according to its possibilities. If this is not reasonably possible, Ezugi 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 Ezugi or by the relevant Ezugi Affiliate. If the Service Fees for any additional content that Ezugi 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 Ezugi 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 GGR/NGR generated by the Operator aggregated across all markets falling within the definition of Territory unless expressly agreed otherwise; (d) be calculated by Ezugi on the basis of data derived from Ezugi's back office. In the absence of manifest error or fraud, such data shall be conclusive and final; (e) be calculated and levied separately in respect



of each Game Group; (f) there shall be no setting off of any negative Revenue Share between Game Groups; (g) 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; (h) 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; (i) any currency conversion will be carried out by Ezugi and will be taken from the official rates at <https://www.xe.com/>; (j) 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; (k) be based on calculations of revenues by markets undertaken using Player IP information available from the back office; (l) 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; and (m) exclude test data only if test activity was undertaken using the appropriate test account.

- 4.3.3 Ezugi 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 Ezugi's activities (apart from changes based on general salary development).

Ezugi 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, Ezugi will provide the Operator with a credit note.
- 4.3.5 Ezugi 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 Ezugi shall be paid in Euro to the bank account indicated by Ezugi in the relevant invoices or, otherwise, in writing (email permitted) by EFT. The Parties shall each bear their transfer fees and other bank fees. The Parties may agree in writing to alternative payment methods but, in such cases, unless otherwise expressly agreed in writing, the Operator shall incur an additional fee of 1% (one percent) of invoice value.



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, Ezugi shall be responsible for any taxes imposed on Ezugi by the tax authority in the jurisdiction where Ezugi 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.

4.3.9 If the Operator fails to pay any Service Fees and prices by the Due Date, Ezugi may: (a) charge interest on the overdue amount at the rate of 2% (two 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 Ezugi 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 Ezugi within 45 (forty five) days of the relevant Due Date, in all cases without any liability to the Operator. The Operator shall reimburse Ezugi 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).

4.3.10 Ezugi reserves the right to charge the Operator the maximum Additional Fee in respect of any Game(s) that the Operator activates/uses after the Effective Date and in respect of which no Purchase Order or, otherwise, no agreement (email permitted) has been reached between the Parties until such time when a Purchase Order or agreement (email permitted) is signed or, otherwise, reached, as the case may be.

4.4 Other obligations of the Operator

4.4.1 The Operator shall: (a) comply with any reasonable codes of conduct, policies or other notices provided by Ezugi 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 any terms and conditions imposed by the Intellectual Property Owners; and (e) immediately notify Ezugi 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 Ezugi 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 Games are not being accessed by Players located in the Prohibited Jurisdiction(s). Upon request (email permitted), the Operator shall provide Ezugi 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 Ezugi's Intellectual Property Rights. Ezugi 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 Ezugi, 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) a clear explanation of the rules applicable to the Games is made available to Players before they commit to gamble on the Games; (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; (d) Players' displays containing information relating to jackpot values are refreshed reasonably frequently; 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 Ezugi with a test account to enable Ezugi to access the Gaming Site(s) to test the Games as a normal Player.
- 4.4.12 Daily Operations. Except for Ezugi'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 Ezugi with AML Documentation in an extent decided in Ezugi's sole discretion acting reasonably. The approval by Ezugi 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 Ezugi 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 Ezugi 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 Ezugi, 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 Ezugi's Representations and Warranties

- 5.2.1 Ezugi 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, Ezugi 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) to the extent that the Solution includes any third-party software, including software licensed under licenses known as "free", "libre" or "open source", Ezugi fully complies with all terms of such third-party licenses; (d) 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; (e) 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 (f) 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) Ezugi.

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 Ezugi 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, Ezugi makes no representations and grants no warranties, express or implied, either in fact or by operation of law, by statute or otherwise, and Ezugi 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 Ezugi does not guarantee that the Solution and/or the Services will be error-free, virus-free or uninterrupted, or that Ezugi will correct all these errors.
- 5.4.3 Ezugi shall bear no liability towards the Operator if Ezugi's failure to provide the Solution and/or the Services (or part thereof) is attributable to an External Event. If any such failure by Ezugi 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.
- 5.4.4 Except for the express warranties and representations set forth in Sections 5.1 and 5.3 above, the Operator makes no representations and grants no warranties, express or implied, either in fact or by operation of law, by statute or otherwise, and the Operator 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.

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 Without prejudice to any particular responsibilities in the SLA, Ezugi shall at all times be responsible for the overall quality, usability and availability of the Solution. Ezugi will provide relevant parts of the Solution without expressly defined service levels in accordance with Good Industry Practice.
- 6.3 In view of the fact that Games classified as 'Ezugi OTT™' 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 Ezugi may subcontract its obligations under this Agreement. Ezugi remains responsible for the actions, inactions, and performance of all obligations performed by Ezugi's subcontractors to the same extent as if Ezugi 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 Ezugi. If the Operator becomes the owner, through assignment or otherwise, of any such Derivative Works, then, at Ezugi's request and expense, all rights therein shall promptly be assigned by the Operator to Ezugi without compensation. Upon demand and at Ezugi's expense, the Operator shall provide Ezugi with any and all documents or other reasonable assistance deemed necessary or advisable by counsel in order for Ezugi to secure, maintain and/or protect such rights.
- 9.3 Ezugi 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 Ezugi 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 Ezugi 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, Ezugi 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 Ezugi under section 9.4 shall take effect on the date when the relevant Operator Materials are first provided to or used by Ezugi. The right shall continue until the earlier of the date the Operator Materials cease to be used in the performance of the obligations of Ezugi or this Agreement is terminated for whatsoever reason. Upon cessation of the right granted to Ezugi hereunder, Ezugi 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 Ezugi 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 Ezugi
- 10.1.1 Ezugi 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.
- 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 Ezugi or, in cooperation with Ezugi, to any applicable third-party licensor, at Ezugi'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 Ezugi 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, Ezugi 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 Ezugi is unable to accomplish (a) or (b) within 20 (twenty) Business Days of receiving the claim, Ezugi 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 Ezugi in writing to cease use of the infringing item, such direction Ezugi agrees to follow. If Ezugi 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 Ezugi 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, and/or 5.3.1(c) and (d).
- 10.2.2 In the event that it is established that the use of the Operator Materials under this Agreement infringes any Intellectual Property Rights of a third party, the Operator shall at its own expense either: (a) obtain the right of continued use of the Operator Materials in accordance with the provisions of this Agreement for Ezugi; or (b) modify the Operator Materials in order to eliminate the infringement, provided, always that after such modification, the Operator Materials shall meet all the requirements set forth in this Agreement and shall meet all Applicable Law requirements. If the Operator is unable to accomplish (a) or (b) within 20 (twenty) Business Days of receiving the claim, the Operator shall have the right to cease use of the infringing item upon notice in writing to Ezugi or, alternatively, Ezugi shall have the right to direct the Operator in writing to cease use of the infringing item, such direction the Operator agrees to follow. If the Operator 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.
- 10.3 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 Ezugi 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 Ezugi 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; (c) any amendments or modifications to the Solution not made or authorised in writing by Ezugi, 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 Ezugi'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.

- 10.3.3 The Operator will have no liability for, and no obligation to defend or indemnify Ezugi against, any Claim to the extent it is based on: (a) The combination, operation, or use of the Operator Materials with other materials not provided or authorized by the Operator, where the alleged infringement relates to such combination, operation, or use; (b) Use of the Operator Materials other than in accordance with the terms of this Agreement, including (but not limited to) Ezugi's use of the Operator Materials outside the agreed jurisdiction(s); (c) Any amendments or modifications to the Operator Materials not made or authorized in writing by the Operator, to the extent the alleged infringement relates to such amendment or modification; (d) Ezugi's use of the Operator Materials after the Operator's notice to Ezugi that it must cease use of the Operator Materials or after the issuance of a takedown notice due to a third-party claim; and/or (e) Any act or omission of Ezugi 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 Ezugi 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 Ezugi's compliance with the Agreement. The audit costs of any such audits shall likewise be equally split between the Parties.
- 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 Ezugi invoice, Ezugi 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. Ezugi 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.

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) without prejudice to the provisions below, 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. Provided that the breach in question consists of the Operator entering a market without the Requisite Permits, the cure period shall not exceed 24 (Twenty-four) hours and, in the event that the Operator is for any reason unable to rectify the breach to Ezugi's entire satisfaction within the 24-hour period, Ezugi shall have the right to terminate the Agreement with immediate effect upon written notification (including via email) to the Operator; 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 Ezugi shall immediately become due and payable; and
 - (c) Ezugi 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. Ezugi 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 honor any undertaking set out in the Agreement and/or in a Purchase Order but only after Ezugi 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. Ezugi 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, Ezugi 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. Ezugi 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 Ezugi 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 Ezugi, then Ezugi 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, Ezugi 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. A Party being requested



information from the other pursuant to this section shall, subject to the exercise of its reasonable discretion, 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) Ezugi'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

Winlink B.V

Address: Kaya Richard J. Beaujon z/n,
Landhuis Joonchi 2, Curaçao (

Email: limassol@oneworldweb.net

With a copy to:

Legal Department

Email: compliance@winity.com;

limassol@oneworldweb.net

and copy to winlinkbv@g-force-corporate-services.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.

Ezugi

Kfir Kugler, Chief Executive Officer

Address: Level 1, Spinola Park, Mikiel Ang.
Borg Street, St. Julians SPK1000, Malta

Email: kkugler@evolution.com

With a copy to:

Julia Simonsson, Chief Legal Officer

Email: jsimonsson@evolution.com; and

Legal Department

Email: legal@evolution.com

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 Ezugi, 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.

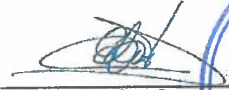
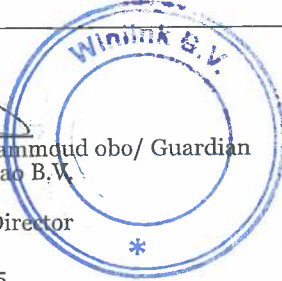
EZUGI IOM LIMITED	WINLINK B.V.
DocuSigned by: Jesper von Bahr C4B6B423B0DE4DA... Name: Jesper von Bahr Title: Director Signed by: Steven Welsh C3A2A2E3F967464... Name: Steven Welsh Title: Director	 Name: Gouloud Hammoud obo/ Guardian Corporation Curacao B.V. Title: Corporate Director Date: May 15, 2025 

Exhibit 1 – SLA

1. General

Ezugi shall use commercially reasonable endeavours to keep the Services available 24 (twenty four) hours a day, 7 (seven) days a week, subject to downtime for maintenance purposes, system outages and Force Majeure Events. No assurances are being given by Ezugi that access to the Services shall be available at all times and shall be uninterrupted. Without prejudice to the generality of the foregoing, Ezugi shall not bear any responsibility for any unavailability of the Services caused by internet interruptions or connection problems that are not caused by any action or omission of Ezugi.

2. L1 Support

L1 Support shall be operational 24 hours / 7 days a week / 365 days a year. The minimum availability of Level 1 Support shall be 98% (ninety eight percent) calculated on a 6 (six) month basis. In addition to the exclusions in case of Force Majeure Events, the Operator acknowledges and agrees that Ezugi shall not bear any responsibility for failure to comply with the aforementioned, if such failure is caused by communications breakdown such as internet connection failure, CDN Failure, general power outage or failure of any systems not under Ezugi's control.

2.1 To Players

Pursuant to receipt of a request from a Player, Ezugi shall reply to the Player within 5 (five) minutes from the time when such request from the Player has come via Live Chat.

In the event that a Player notifies Ezugi of an Error in the Solution or in a Game or in any services pertaining hereto, Ezugi shall (a) examine the issue and (b) upon confirming the existence of the Error shall attempt to resolve the Error or find a workaround in accordance with the response times set out in section 3 below.

Ezugi shall retain detailed transaction records of chat logs which shall be archived to be accessible and auditable by the Operator.

Ezugi's L1 Support representative shall attempt to resolve the issue or find a workaround in accordance with the game inconvenience/error handling policies agreed between the Parties within 20 (twenty) minutes from the moment the request is received and acknowledged by Ezugi's support manager.

If the request cannot be resolved by Ezugi's L1 Support within 20 (twenty) minutes, the issue shall be escalated to L2 Support. From this point onwards, all communications to the Player shall be the responsibility of the Operator and Ezugi's L1 Support shall inform: (a) the Player that the issue was escalated to L2 Support and that all the future communications regarding the issue will be managed by the Operator via the standard communication sources the Operator provides to Players; and (b) the Operator via email, within a maximum of 2 (two) hours from the moment the issue is reported by the Player, about the Error details and the estimated resolution time.

2.2 To the Operator

Pursuant to receipt of a request from the Operator, Ezugi shall reply to the Operator within 15 (fifteen) minutes from the time when such request from the Operator has come via IM (Skype) chat.

Ezugi shall, likewise, retain detailed transaction records of chat logs which will be archived to be accessible and auditable by the Operator.

Ezugi's L1 Support representative shall attempt to resolve the issue or find a workaround within 20 minutes from the moment the request is received.

If the request cannot be resolved as outlined above, the issue shall be escalated to the L2 Support. Ezugi will inform the Operator about the estimated resolution period. All further communication regarding the issue will be processed via email.

3. Service Level for Level 2 and Level 3 support:



Level 2 and Level 3 Support is accessible by email, issue tracking management from Monday to Friday from 9.00 am to 5.00 pm CET (central European time).

The maximum time limits for rectifying Errors or faults or for providing the detailed investigation for Player requests that cannot be executed within the 20 minutes timeframe shall be in accordance with the table below:

Error Description	Max Initial response /Rectify Time (commencing from receipt of Operator's request)
Player support case investigation	Up to (chat confirmed) 48 hours
Blocker Fault	Up to 8/48 hours
Critical Fault	Up to 24/48 hours
Normal Fault	Up to 3 Business Days/1 week
Low Fault	Up to 3 weeks / 6 weeks

4. Error Classification

Errors shall be classified according to the table below:

Error	Scope of Effected Functionality
Player support case investigation	Particular issue/game inconvenience affecting payout or ability to play of a particular Player
Blocker Fault	50% and over of the Players cannot play for real money
Critical Fault	25-49% of total Players cannot play for real money, or severe security risk is identified
Normal Fault	10-24% of total Players cannot play for real money
Low Fault	Up to 9% of total Players cannot play for real money

5. Exclusions from SLA

The scope of the SLA shall exclude: (a) any Services or any part thereof that have been altered, damaged and/or modified without Ezugi's express prior written authorisation; and/or (b) functionality failure of any related third party platforms, modules, features, systems, products, hardware and software; and/or (c) any new, additional, modified and/or upgraded operating system and/or auxiliary software used by the Operator which is not in accordance with that agreed between the Parties pursuant to section 3.4.2 of the main body of the Agreement.

6. Support contact information:

Ezugi will make available the following support contact lines:

For Players

Game Chatroom – private chat to Ezugi

For the Operator

Email: cservice@ezugi.com

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 calculated on GGR generated from the said Premium Games.
"Additional Server Fee"	means those fees charged by Ezugi to integrate with additional servers of the Operator over and above the 1 (one) server integration included in the Integration Fee.
"Advance Revenue Share Fee"	means an advance of the Revenue Share payable by the Operator on or around the Effective Date which shall be recouped against the Revenue Share payable by the Operator within the first 6 (six) months from the Commencement Date. The Advance Revenue Share Fee shall be lost if the Operator terminates the Agreement.
"Branding Fee"	means those fees charged by Ezugi to provide branding inside the Games such as, by way of illustrative example, branded chips. For greater clarity, lobby and Games preloaders with Operator branding (e.g. logo) are provided free of charge.
"Core Games"	mean all those Games that may be classified by Ezugi 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.
"Integration Fee"	means those one-time fees charged by Ezugi to connect 1 (one) of the Operator's servers with the Solution.
"Minimum Fee"	means a minimum amount of the Revenue Share payable by the Operator on a monthly basis such that Ezugi 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 Ezugi to build a local studio in that country.
"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 Ezugi as such and which, as at the Effective Date, are set out in section 2 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 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. 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.
"Skin Fee"	means those fees charged by Ezugi to add additional Operator brands over and above the 1 (one) brand included in the Integration Fee.
"Tips"	means money gratuities that the Players decide to allocate or otherwise offer to live dealers for their services which are paid by the Players to the Operator.
"Tips Payment"	means a payment on a monthly basis from the Operator to Ezugi of an amount corresponding to the total Tips received by the Operator for such previous month.

2. Service Fees applicable to Live Games				
Integration Fee	Waived.			
Advance Revenue Share Fee	Waived.			
Skin Fee	€100 (one hundred Euro) per brand.			
Branding Fee	€500 (five hundred Euro) per request.			
Additional Server Fee	€1,000 (one thousand Euro) per server over and above the first server which is included in the Integration Fee.			
Revenue Share for Live Games (Core Games)	9% (nine percent) of GGR			
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.			
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.			
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.			
Tipping	Ezugi shall charge, and the Operator agrees to pay, the Tips Payment on a monthly basis.			
Minimum Fee applicable to Live Games	Waived.			
Particular terms	Ez Bingo and Claw Roulette will be treated as Premium Games for the purposes of section 4.3.2(g), but will not be subject to an additional fee.			
List of Premium Games as at the Effective Date	Casino (Additional Fee: +3%GGR)	Hold'em Fee:	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 (Additional Fee: +1%GGR)	Patti Fee:	Lucky 7 (Additional Fee: +1%GGR)	32 Cards (Additional Fee: +1%GGR)
	Namaste (Additional Fee: +1%GGR)	Roulette Fee:	Ultimate Sic Bo (Additional Fee: +1%GGR)	Ultimate Andar Bahar (Additional Fee: +1%GGR)
	Ultimate (Additional Fee: +1%GGR)	Roulette Fee:	Matka (Additional Fee: +1%GGR)	Ultimate Flip (Additional Fee: +1%GGR)
	Revolution (Additional Fee: +1%GGR)	Roulette Fee:	Magic Claw (Additional Fee: +1%GGR)	Fortune Pusher (Additional Fee: +1%GGR)
	Ezugi OTT™ Games (Additional Fee: +1%GGR)			
List of Premium Side Bet(s) as at the Effective Date	21+3 Blackjack		Perfect Pairs Blackjack	Perfect Pairs Baccarat
	Perfect 11 Bonus		Lucky Ladies	Ten 20 Bonus
	Casino Razz			

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 Services, each being a Controller in accordance with Data Protection Legislation.
“Operator Personal Data”	means Personal Data provided or made available to Ezugi or to an Ezugi Affiliate or collected or created for Operator in connection with the Agreement.
“Security Incident”	means unauthorised acquisition, access, use or disclosure of Operator Personal Data.
“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, Ezugi is a data processor (or sub-processor) acting on the Operator’s behalf. As data processor (or sub-processor), Ezugi 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 Ezugi 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 Ezugi through the Services, it is acknowledged by the Operator that Ezugi 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 Ezugi’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 Ezugi as specified in this DPA, for safeguarding the rights of Data Subjects. The Operator will promptly notify Ezugi about any faults or irregularities that it discovers in any Processing by Ezugi.
- 3.4 **Compliance with Data Protection Legislation.** Ezugi 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 Ezugi’s ability to comply with its obligations under the Agreement.



Whenever Ezugi 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 Ezugi. The Operator acknowledges that any such termination may impact (even materially) the provision by Ezugi of the Services and, in the event of any such suspension of Processing, Ezugi may be constrained to interrupt, discontinue or even suspend the Services without Ezugi incurring any liability to the Operator.

- 3.5 **Co-operation.** Ezugi 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 **Ezugi personnel.** Ezugi restricts its personnel from processing Operator Personal Data without authorisation by Ezugi. Ezugi imposes appropriate contractual obligations upon its personnel including relevant obligations regarding confidentiality, data protection and data security.
- 3.7 **Data subject rights.** Ezugi 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.** Ezugi 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.** Ezugi 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.
- 3.10 **Consents.** To the extent that the Services provided to the Operator may result in Ezugi receiving Player Personal Data (likeliness and name might be included), the Operator shall ensure that all such Players are informed of the fact that their Personal Data will be disclosed to Ezugi and that they consent to the Processing of their Personal Data by Ezugi. The Operator shall not let Players who have not consented or withdrawn their consent to the Processing of their Personal Data by Ezugi play the Games.

4. **DISCLOSURE**

- 4.1 Ezugi will not disclose Operator Personal Data outside of Ezugi 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 Ezugi receives any request for disclosure of (or information in relation to) Operator Personal Data by a Regulatory Authority: (a) Ezugi 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, Ezugi will promptly notify the Operator and provide a copy of the demand, unless legally prohibited from doing so; (b) if Ezugi receives a third party request which is subject to an order not to disclose such request to the Operator, Ezugi 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, Ezugi may provide the Operator basic contact information to the requesting agency.
- 4.3 In the event that Ezugi receives any request for disclosure of (or information in relation to) Operator Personal Data in a circumstance not covered by section 4.2: (a) Ezugi 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 Ezugi 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 Ezugi on behalf of the Operator processes Operator Personal Data in pseudonymized format. Except for the provision of those Live Games involving video and audio monitoring and recording of the data subjects, Ezugi does not receive Operator Personal Data in a format that allows Ezugi or any other third party to directly identify a natural person.

6. NOTIFICATION AND INCIDENTS

- 6.1 If Ezugi becomes aware of or reasonably suspects that any Security Incident has occurred, Ezugi 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 Ezugi'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. Ezugi 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 Ezugi to use those Affiliates and Sub-Processors set out in Annex A to this DPA. Ezugi may authorise the addition or replacement of its Sub-Processors, and Ezugi 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 Ezugi provides the Operator with details regarding such changes. If the Operator objects to any Sub-Processor, Ezugi may terminate the DPA immediately upon notice to the Operator without liability. Ezugi 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, Ezugi 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 Ezugi is an entity located within the European Union (EU). To the extent that Personal Data may be transferred to, stored and/or processed in any country in which Ezugi, its Affiliates or its Sub-processors maintain facilities outside of the EU, the European Economic Area or Switzerland that has not received a binding adequacy decision in accordance with applicable Data Protection Legislation (hereinafter a "Third Country"), Ezugi may only conduct such transfer under the following conditions: (a) pursuant to the Standard Contractual Clauses which may be applicable from time to time and which, as at the Effective Date, are available at https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc_en; or (b) any other data transfer mechanism permitted under applicable Data Protection Legislation.

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), Ezugi 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 Ezugi's systems (not more frequently than once per calendar year unless the Operator shows to Ezugi sufficient reasons for more frequent audits) and processes in relation to Operator Personal Data. Ezugi shall without undue delay resolve, at its own expense, any security issues discovered by the Operator and duly reported to Ezugi 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 Ezugi'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. The video and audio recordings of the Live Game involving video and audio monitoring and recording of the data subjects will be stored for a period of 30 (thirty) days.		
Personal Data	Gameplay Details	Table_id; game_id; game date and time; win/loss amount.	
	Gaming Session Details	Player_id; screen_name*; first_name*; last_name*; Player currency; Player language; Chat message text. *Players can write/type anything there. Ezugi does not perform authentication of Players. Authentication is done by the Operator.	
	Transaction Details	IP address; country	
	Other – Specify	Device information: browser channel device, os, orientation, image and voice (and the related Personal Data, resulting from the video/audio recordings) in cases where certain Live Games require Players to join the games with their camera and audio functions on	
Data Subjects	Players.		
Specific Restrictions	N/A		
Processor's Contact details	Ezugi's Data Protection Team: dataprivacy@evolution.com		
Permitted Sub-Processor(s) and Transfers			
Name (Set out here the name and registered address of Ezugi Affiliate or subcontractor)	Services (Set out here the permitted services that they will undertake in relation to Operator Personal Data)	Location/Transfers (Set out here the location in which the entity will Process the Operator Personal Data, indicating where and from whom this has been transferred from where relevant)	Mechanism (Set out here the agreed mechanism for ensuring any transfer is compliant with Data Protection Legislation pursuant to this Exhibit 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	Germany	Data processing agreement in

	bet /transaction storage and processing		place
Elasticsearch BV	Managed database solution for internal Backoffice	Germany	Data processing agreement in place
Ezugi Affiliates	Services within the Ezugi 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, Ukraine, 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

Exhibit 4: Purchase Order

Order #: _____
Dated: [insert date]

Further to the Agreement, the Operator requests (and Ezugi 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 Ezugi:	Name: _____ Title: _____



Exhibit 5: Agreed format of TSA

TSA	
PARTIES (together the “Parties” and each a “Party”)	
Ezugi:	[Insert EML/relevant Ezugi Affiliate] (“Ezugi”)
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:	Ezugi: [x] Operator: [x]
Gaming Site(s):	[x]
Tables and Games:	As per the Agreement.
Agreement:	1. The Parties acknowledge that: (a) they have entered into a 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”); (b) The Operator wishes to offer the Games to its Players (and Ezugi wishes to provide them to the Operator) in the Market in accordance with the terms of this TSA; and (c) 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. 2. 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	[x]

Signed for acknowledgement

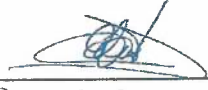
EZUGI IOM LIMITED

By: Jesper von Bahr & Steven Welsh

Title: Director/ Director

Date:

WINLINK B.V.

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

Date: 15 May 2025

