



YGGDRASIL

GAMING PLATFORM LICENCE AND SERVICE OPERATIONS AGREEMENT

WINLINK B.V.

GAMING PLATFORM LICENCE AND SERVICE OPERATIONS AGREEMENT

BETWEEN

YGGDRASIL GAMING ISLE OF MAN LIMITED, a company duly incorporated under the laws of the Isle of Man having Company Registration Number 133115C, and its registered office at Third Floor, 34 Hope Street, Douglas, IM1 1AP, Isle of Man (hereinafter “**Licensor**”)

AND

WINLINK B.V. a company duly incorporated under the laws of Curaçao, having Company Registration Number 154346 and its registered office at Kaya Richard J. Beaujon z/n, Landhuis Joonchi 2, Curacao (hereinafter “**Licensee**”);

Both are hereinafter also referred to individually as a “**Party**” or collectively as the “**Parties**”.

ANNEXES:

Annex 1 – Service Level Agreement
Annex 2 – Restricted Territories
Annex 3 – Data Processing Agreement

WHEREAS:

- i Licensor is part of the Yggdrasil Group of multinational companies, which is operative worldwide within the online gaming solution market;
- ii Yggdrasil Group’s product offerings include a bespoke Gaming Platform serving as key vehicle for offering a large variety of online Games and online gaming features to commercial customers within the Territory;
- iii Licensor is in possession an OGRA license issued by the Isle of Man Gambling Supervision Commission by which it is licensed to supply software in a business-to-business capacity;
- iv Licensee has applied at Curacao Gaming Control Board for a B2C remote gambling license, with the application no. OGL/2024/886/0978, under the laws of Curaçao, to offer casino-type games via electronic means to end-users located in the Territory by virtue of said licence, and operates the online Gaming Sites (as hereinafter defined);
- v Licensee wishes to use and commercialize the Gaming Platform and the Games in accordance with the purpose of the Enterprise (herein defined) and the Licensor is willing to provide the Licensee with a license for such purposes, in accordance with the terms and conditions set out in this Agreement.

NOW THEREFORE THE PARTIES HAVE TODAY AGREED AS FOLLOWS:

1. DEFINITIONS



The terms in this Agreement having initial capital letters shall have the meaning stated below. (Headings shall not be interpreted as having any legal or other meaning apart from giving guidance about the content of each paragraph/section.)

- 1.1. **Agreement** means this Agreement including any Annexes, Schedules and Amendments attached hereto with the consent of both Parties;
- 1.2. **Anti-Money Laundering Legislation** means Directive (EU) 2015/849 ("AML4") as amended by Directive (EU) 2018/843 ("AML5") and Directive (EU) 2018/1673 ("AML6"), and any local laws or regulations amending, superseding or made under it;
- 1.3. **API** means application program interface;
- 1.4. **Applicable Data Protection Legislation** means EU Regulation 2016/679 ("GDPR"), and any applicable national laws derived from or complementing it, including the Malta Data Protection Act (as may be amended or superseded from time to time);
- 1.5. **Bespoke Release** means a new, enhanced, improved, or updated version of the Gaming Platform that may add new games, change the utility, efficiency, or operating performance of the Gaming Platform and that is not included in the Licensor's Road Map;
- 1.6. **Bets** means wagers made by Players on the Games on the Gaming Sites;
- 1.7. **Bonus(es)** means incentives provided to Players on Gaming Sites to promote the Games, including, but not limited, to free Bets, free rolls, free spins, free chips, bonus money on deposit, bonus money on registration, bonus-based loyalty programs or similar offered to Players from time to time.
- 1.8. **Collaborative Projects** means games created by or for the Licensor upon request by the Licensee;
- 1.9. **Competent Authority** means the any governmental, judicial, regulatory, administrative authorities, agencies, commissions, boards, bodies and officials (including any court or other regulatory body, agency or authority) which has jurisdiction over or in connection with the subject matter applicable to this Agreement and the Parties' respective functions and activities hereunder;
- 1.10. **Confidential Information** means all information of whatever nature relating to the Party disclosing it or to any of its customers, suppliers or providers and shall include:
 - (a) all information relating to the Gaming Platform and/or the Games including the processes, concepts and ideas behind the Gaming Platform;
 - (b) all information relating to the administrative, financial or operational arrangements of a disclosing Party which is of a secret or proprietary nature or is otherwise expressly stated by that Party to be confidential;
 - (c) all technical and non-technical information, data, drawings, experience, trade secrets and know-how relating to the business affairs, products, services,

- customers and strategies of a disclosing Party, which is directly or indirectly disclosed to a receiving Party before or after coming into force of this Agreement, whether in writing, orally or electronically, including, without limitation, information or data relating to a disclosing Party's products, systems, ideas, software, design methodology, evaluation methodology and criteria, manufacturing processes and related equipment, suppliers, customers, business plans, strategies and financial situation and any notes, memoranda, summaries, analyses, compilations or any other writings relating thereto; and
- (d) all analyses, compilations, studies and other documents prepared by or on behalf of a disclosing Party and of its employees or advisors.

Information in respect of which a receiving Party can prove any of the following shall not be deemed to be "Confidential Information" for the purposes of this Agreement:

- (a) it was in the public domain prior to the date of coming into force of this Agreement or entered public domain after that date through no wrongful act or default of a receiving Party;
- (b) it is already known to or in the possession of a receiving Party free of any obligation to keep it confidential at the time of disclosure;
- (c) it is disclosed by a receiving Party in accordance with the terms of a disclosing Party's prior written approval;
- (d) it was received by a receiving Party expressly without obligation of confidence from a third party who did not acquire it under an obligation of confidence from a disclosing Party;
- (e) it was developed by a receiving Party completely independently of the information disclosed by the Disclosing Party; and
- (f) it is information which a receiving Party is obliged to produce pursuant to an order of a court or of a competent jurisdiction or administrative tribunal.

1.11 Derivative work 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;

1.12 Documentation means the documentation, technical specifications, and user manuals relating to the use of the Gaming Platform as provided to the customer during the integration stage;

1.13 Effective Date means the date of signature of this Agreement. If the Agreement has been signed at two different dates, the later shall be considered to be the Effective Date;

- 1.14 **Enterprise** means the provision of online Games through the Gaming Sites by the Licensee to Players in the Territory;
- 1.15 **First Line Support** means support provided to the Licensee's Players by telephone, e-mail or instant chat, regarding technical and functional matters relating to Player's use of the Games;
- 1.16 **Force Majeure or Force Majeure Event** shall mean any cause beyond the reasonable control of the affected Party, including any fire, explosion, flood, storm, earthquake, elements of nature or acts of God, acts of war, acts or attempted acts of terrorism, riots, insurrection, civil disorders, or disturbances, rebellions or revolutions, strikes, lockouts, or labour difficulties (other than by staff of the affected Party), malicious acts of third parties (including theft or property damage), interruption of telecommunications service, electrical service, or breakdown of public infrastructure to the extent it affects a Party;
- 1.17 **Game(s)** means all such games owned, or to which the rights have been duly acquired, by the Licensor as provided on the Gaming Platform from time to time during the term;
- 1.18 **Gaming Platform** means the overall software and infrastructure package licensed by Licensor to the Licensee under this Agreement together with all Games, Documentation, updates and upgrades as well as any Road Map Release;
- 1.19 **Game Win** means the sum of all "Bets" made less "Wins" less "Jackpot Changes" in a Month as computed in the Licensor's back office system;
- 1.20 **Gaming Sites** means winity.com and any websites as operated by the Licensee and/or White Label Partners under the Licensee's Curaçao eGaming licence, and for whom the Licensee had received express prior written authorisation and approval by Licensor;
- 1.21 **Globally Pooled Progressive Jackpot Games** means Progressive Jackpot Games where the jackpot is shared between multiple customers of the Licensor;
- 1.22 **Good Industry Practice** means the exercise of that degree of skill, diligence, prudence and foresight which, as at the relevant time, would reasonably and ordinarily be expected from a skilled and experienced supplier of gaming software (as regards the Licensor) or gaming operator (as regards the Licensee) seeking in good faith to comply with its contractual obligations;
- 1.23 **GSC** means The Isle of Man Gambling Supervision Commission;
- 1.24 **Intellectual Property and Intellectual Property Rights** means all intellectual property rights including, but not limited to, patents, designs, trademarks, service marks, certification marks, trade names, copyrights, rights in computer software, source code, object code, design rights related and/ or neighboring rights, rights in get up or trade dress, rights to goodwill or to sue for passing off or unfair competition, database rights, moral rights know-how and inventions, trade secrets, software, text, data, logos, creative, copy, artwork, likeness, images, sounds, documents, information, knowledge and materials (including any updates, modifications enhancements, translations or other changes), rights

to use and protect confidential information, domain names, URLs, whether or not registered or capable of registration, unregistered or pending, related to the Gaming Platform and whether subsisting in any specific country or countries or any other part of the world and together with any renewals, continuations or extensions thereof;

- 1.25 **Jackpot Changes** means Jackpot Contributions on Jackpot Games during a Month less jackpot pay-outs but excluding seed. Jackpot seeds are to be carried by Licensee unless otherwise agreed for specific games, e.g., Globally Pooled Progressive Jackpot Games;
- 1.26 **Jackpot Contribution(s)** means the value with which a progressive jackpot increases following one or an aggregate number of Bets on a single progressive Jackpot Game;
- 1.27 **Jackpot Games** means progressive Jackpot Games, globally pooled or local, designated as Jackpot Games or such replacement or other games as designated by Licensor from time to time;
- 1.28 **Launch** means the first day that the first of the Games is available to Players of the Licensee and is available for Bet if only to a limited geographic market and/or player segment;
- 1.29 **Licensor's Network Campaigns** means Licensor's promotional campaigns based on Licensor's in-game promotional tool BOOST™ as offered from time to time by the Licensor at its sole discretion to any of its customers, including the Licensee;
- 1.30 **Local Progressive Jackpot Games** means Progressive Jackpot Games where the jackpot is only available to the Licensee's Players;
- 1.31 **Month** shall always mean a calendar month, even though gaming may not have taken place on all days during such Month;
- 1.32 **Monthly Royalty Fee** means the percentage of Net Gaming Revenue paid per Month to the Licensor by the Licensee as detailed in Clause 5.3, in consideration for the use of the Gaming Platform;
- 1.33 **Net Gaming Revenue** means, in respect of a Month, "Game Win" less "Bonuses" (in accordance with Clause 5.3.2);
- 1.34 **Player(s)** means a customer or end user of the Licensee that utilizes the Games on the Gaming Platform;
- 1.35 **Progressive Jackpot** means a collective jackpot (less the respective Progressive Winnings) which accumulates Progressive Jackpot Contributions through Bets played in each Progressive Jackpot Game by Players;
- 1.36 **Progressive Jackpot Contributions** means the percentage of rate of contribution required for each of the Progressive Jackpot Games to establish maintain or grow the Progressive Jackpots on the Gaming Sites;

- 1.37 Progressive Jackpot Game(s)** means those Games which are connected to, and contribute a percentage of Bets to the Progressive Jackpot and which Licensee has elected to offer to Players;
- 1.38 Random Number Generator** shall mean the software-based device for creating randomized results for the Games;
- 1.39 Restricted Territories** means all such territories where the Licensee is prohibited from exercising the rights granted under this Agreement in accordance with applicable laws, in particular the territories listed in Annex 2 and such other territories as are notified by Licensor to Licensee in writing from time to time;
- 1.40 Road Map Release(s)** means a new, enhanced, improved, or updated version of the Gaming Platform that may add new games, change the utility, efficiency, or operating performance of the Gaming Platform and that is included in the Licensor's road map (as made known to the Licensee from time to time);
- 1.41 Seed Amount** means the amount required to restart a particular Progressive Jackpot Game following the Progressive Jackpot being won in respect of that Progressive Jackpot Game;
- 1.42 SSL** means the Secure Socket Layer protocol for secure communications;
- 1.43 Software Error** means an error or a defect that affects the proper functioning of the Gaming Platform, but excluding errors, defects or malfunctioning that are not solely and directly attributable to a fault of Licensor;
- 1.44 Support Services** means the support and maintenance services provided to the Licensee by the Licensor in respect of the Gaming Platform and more particularly described in Clause 3.7 and Annex 1;
- 1.45 Term** means the period for which this Agreement shall remain valid as detailed in Clause 11.1;
- 1.46 Territory** means worldwide excluding the Restricted Territories;
- 1.47 White Label Partner** means an entity which is an owner of a Gaming Site to which the Licensee provides a gaming platform with one or more of Licensor's Games as part of the Licensee's business and under its Curaçao eGaming licence, which entity is subject to written approval by Licensor prior to Launch;
- 1.48 Wins** means the amount won by Players from Games on the Gaming Platform; and
- 1.49 Yggdrasil Group** means all companies directly or indirectly controlled by Yggdrasil Gaming Sweden AB (company registration no. 559107-9735).

2 LICENSE

2.1 Rights Granted

2.1.1 Licensor hereby grants to the Licensee a non-exclusive, non-licensable, non-assignable and non-transferable license for the use and commercialization of the Gaming Platform solely for the purpose of the Enterprise within the Territory and in accordance with the provisions set out herein; Provided that the Licensee shall: (a) have and remain in possession of the relevant licence and/or authorization and/or permit to offer, distribute, install and maintain casino-type remote gaming software and products for the purpose of the Enterprise during the Term of this Agreement; and (b) be solely responsible towards the Licensor for the compliance by the Licensee and Gaming Sites with the provisions of this Agreement.

2.1.2 For the avoidance of doubt, licensing, sub-licensing or otherwise making the Gaming Platform and the Games available to a White Label Partner shall be conditional upon such written consent by the Licensor in terms of Clause 4.9. While Licensor may grant such consent, it is under no obligation to do so.

2.2 Restriction of License

2.2.1 Licensee shall not copy, modify, sublicense, distribute, transfer, reverse engineer or reverse compile the Gaming Platform or part thereof (or any Intellectual Property or Intellectual Property Rights of the Licensor), nor shall Licensee prepare Derivative Works incorporating the Gaming Platform or part thereof. Neither Licensee nor its personnel may use the Gaming Platform or the Documentation or part thereof (in each case) to design substantially similar or identical software.

2.2.2 Licensor grants no other rights than those expressly specified as granted to the Licensee in this Agreement. In particular, no rights of ownership or any other rights than the right to use the Gaming Platform (or any Intellectual Property or Intellectual Property Rights of the Licensor) to carry out the Enterprise as specified in this Agreement are hereby granted.

2.2.3 For the avoidance of doubt, all such restrictions of the license and obligations falling upon the Licensee hereto, shall apply *mutatis mutandis* to all such White Label Partners approved by the Licensor.

2.2.4 Nothing in this Agreement shall prohibit the Licensor from using, developing, marketing, licensing, or otherwise disposing of the Gaming Platform or of concepts embodied therein, in any manner, anywhere in the world; nor shall anything herein be construed to grant to Licensee any rights in or to any other present or future software whether or not similar to the Gaming Platform.

2.3 Updates, Upgrades and New Games

2.3.1 The Licensee is entitled to receive, and the Licensor will make available to the Licensee, Road Map Releases of the Gaming Platform as they become available from time to time. Upon being made available to the Licensee Road Map Releases shall be automatically become part of the Gaming Platform. Unless stated otherwise, any Road Map Releases are subject to the same terms and conditions as those applicable for the Gaming Platform set out in this Agreement.

- 2.3.2 The Licensors may at its sole discretion provide Road Map Releases included but not limited to new games on a frequent basis and will generally offer them to the Licensee under the terms of this Agreement. Certain games may however be subject to special commercial conditions and/or fees. Licensee is free to choose whether or not to offer such new games. Any new games shall, upon being made available to the Licensee and included in an annex to this Agreement, become part of the Gaming Platform.
- 2.3.3 The Licensors ability to provide agreed Support Services levels is depending on Licensees acceptance of Road Map Releases and Licensee hereby acknowledge that agreed Support Services levels shall not be applicable where such Road Map Releases have not been accepted. Subject to Section 5 of the Annex 1, Licensors shall inform Licensee where Road Map Releases, or any other upgrade, includes critical bug fixes related to remedy negative impact on system operations, customers and revenues, and the Parties shall work closely together to implement them without any due delay.
- 2.3.4 Where Licensors Road Map Releases include and require changes to API, the Licensee may decide not to implement such change to the Gaming Platform. The Licensee understands that game releases are sometimes tied to Road Map Releases and understands and agrees that Licensors shall not be able to provide the game releases specific to this and future releases if the update or upgrade is not implemented during this time.
- 2.3.5 Bespoke Releases which are commissioned by the Licensee, upon agreement with the Licensors shall be deemed as Collaborative Projects and regulated in accordance with Clause 3.7.6 of this Agreement.
- 2.3.6 Local Progressive Jackpot Games that will be provided from time to time will be made available to Licensee and it does not require any separate contracts or addendums to this Agreement. For the avoidance of doubt, Licensee is responsible for seeding and re-seeding of local progressive jackpots.

2.4 Ownership & Intellectual Property Rights

- 2.4.1 All rights and interest in and to the Gaming Platform, including all Road Map Releases, or any part thereof including Intellectual Property Rights, any copies thereof, and all Documentation, code and logic, which describes and/or comprises the Gaming Platform, and any updates or upgrades, whether or not developed at the request of the Licensee or paid for by the Licensee, shall at all times remain the sole property of Licensors and/or its respective licensors, as applicable. The Licensee agrees not to challenge any Intellectual Property Rights which are subject to this Agreement.
- 2.4.2 Nothing in this Agreement shall operate to transfer, assign or license to the Licensors any Intellectual Property Rights owned by the Licensee prior to the Effective Date or developed independently of this Agreement. All such Intellectual Property Rights shall remain the sole and exclusive property of the Licensee.
- 2.4.3 Any rights to any Collaborative Projects will be agreed separately in writing on a case-by-case basis in accordance with Clause 3.7.6. In default of specific written agreement to the contrary, then the assumption shall arise that all Intellectual Property Rights, title and

interest relating thereto shall automatically vest in the Licensor.

2.4.4 The Licensee acknowledges and accepts that any use or disclosure of the Gaming Platform, or of its algorithms, protocols or interfaces, other than as expressly authorized by the Licensor or in accordance with this Agreement, constitutes an infringement of the Licensor's Intellectual Property Rights and/or other rights.

2.4.5 Licensee undertakes to notify Licensor immediately if Licensee becomes aware of any unauthorized use of the Gaming Platform or the Documentation or of any potential infringements of the Licensor's Intellectual Property Rights and/or other rights by any person in the Licensee's organization.

2.5 Use of Name

2.5.1 Neither Party may use the other's name, trademarks, trade names and/or other proprietary identifying symbols, nor those of any third party associated with the other Party, unless authorized in accordance with this Agreement, or expressly in writing by the respective Party.

2.5.2 Notwithstanding what is stipulated in Clause 2.5.1 above, the Licensor may only use the Licensee's name, trademark and/or other proprietary identification symbols on its corporate website for the sole purpose of disclosing the existence of the business relationship, and only with the Licensee's prior written consent.

2.5.3 The Licensor warrants to immediately remove all such names, trademarks and/or proprietary identification from its websites in the event this Agreement is terminated in accordance with Clause 11.

3 LICENSOR DELIVERABLES AND OBLIGATIONS

3.1 RNG/Game Engine Certification

3.1.1 Licensor shall be fully and solely responsible for obtaining and maintaining the RNG/Game Engine certifications, and/or approvals as required in order for Licensor to make available the Gaming Platform and Games to the Licensee in accordance with the terms of this Agreement. The Licensee shall have the right to terminate this Agreement with immediate effect, in the event that Licensor is found to be in default of this obligation at any point in time.

3.1.2 In the event that the Licensor obtains any applicable licenses, permits, approvals or certifications as required in order to make available the Gaming Platform to the Licensee, the Licensor shall be responsible for ensuring that the Gaming Platform is made available to Licensee under this Agreement pursuant to all applicable requirements of the GSC and/or Competent Authority.

3.2 Games

3.2.1 Licensor will make available to Licensee, the Gaming Platform to enable Licensee to make available the Games to Players on the Gaming Sites. The Licensor will use best commercial

efforts to ensure that the Games will conform to the Licensee's integration specification as updated from time to time and reasonably agreed between the Parties.

- 3.2.2 Licensee is free to choose which Games to offer and may select to add or remove games as it deems fit. The list of Games will change over time as new games can be added and old ones can be phased out. Licensor reserves the right to add new and discontinue existing games at its discretion, provided that this will be communicated to and agreed in good time with Licensee.

3.3 Languages

The Games will be available in the languages provided in the Documentation. Any languages that the Licensor provides as part of any Road Map Release will be available to the Licensee at no extra cost. Additional languages can be added at an additional cost and will be agreed separately. Provided languages may change from time to time at Licensor's discretion due to regulatory changes.

3.4 Additional Player Currencies

The Licensor will provide support for the currency as provided in the Documentation. The Licensor reserves the right to deny any request to add additional player currencies other than the currencies included in standard offer of supported currencies, listed in the Documentation. The Licensor also reserves the right to discontinue the support of any player currency due to good reason. Licensor shall provide reasonable notification and justification before discontinuing player currency.

3.5 Integration

- 3.5.1 Integration between the Gaming Sites and the Gaming Platform will require efforts from both Parties. The Parties undertake to use best efforts to carry out the implementation as efficiently and quickly as possible. Both Parties are responsible for ensuring that the integration between the Gaming Sites and the Gaming Platform, as updated and/or upgraded from time to time by the Licensor, is conducted in accordance with the relevant Documentation and that it is effectively tested prior to the Launch.
- 3.5.2 The Parties agree that the Licensee shall be responsible to pay all fees and/or costs charged by any third-party platform provider, including but not limited to those charged to the Licensor, for any integration services relating to this Agreement.

3.6 Hosting & Data Back-up Recovery Procedure

- 3.6.1 Licensor shall be responsible for providing and maintaining the appropriate infrastructure to host and operate the Gaming Platform in accordance with applicable law. The Licensor may use third parties for the hosting arrangement while remaining responsible towards the Licensee for the performance of said obligation.
- 3.6.2 The Licensor shall be responsible for maintaining data back-up and recovery procedures of data relating to the Gaming Platform and the Games.

3.7 Services & Collaborative Projects

- 3.7.1 Licensor shall provide the following service to the Licensee directly or through an appointed party:
- (a) Upon request, two (2) days on-site technical integration support including guidance during set-up and help in testing activities. On-site integration workshops are highly recommended by Licensor as they facilitate a successful integration and quick launch.
 - (b) Upon request, one (1) day of systems operations training to Licensee's staff, either in combination with on-site visit or at Licensor's premises any place in Europe.
- 3.7.2 Any reasonable travel and subsistence expenses incurred by Licensor as a result of such services shall be paid by Licensee with the Licensee's prior written approval.
- 3.7.3 Upon request by the Licensee, the Licensor may provide a range of optional services, such as new features and particular changes requests (coin value changes, bonuses set-up, etc.), or integration/migration requests and tailored requests, i.e. tailored reports, tailored analysis, graphical assets delivery (banners, thumbnails, etc.) and similar service requests. Such services, and their relevant costs, will be defined and agreed in advance between the Parties in writing, including through exchange of emails, prior to the commencement of such services.
- 3.7.4 Licensee may request additional professional services if required. Such resources shall be requested a minimum of three (3) weeks in advance and such resources will be provided at an hourly rate of one hundred euro (€100) for each one of them. This hourly rate explicitly excludes travel, accommodation, subsistence and out of pocket expenses, which shall be covered by the Licensee.
- 3.7.5 The Licensor reserves the right to determine if and when professional services shall be delivered taking the general resource situation and the specific request into account.
- 3.7.6 From time to time the Parties may enter into Collaborative Project for the creation of new projects, including but not limited to new software, games and functionalities for the Gaming Platform which do not currently form part of the Gaming Platform and/or Road Map Releases. Details of such Collaborative Projects will be agreed by the Parties from time to time in an annex to this Agreement.
- 3.7.7 The Licensee may request from time to time to change and to modify default settings of games, e.g., max bets, wager contribution and factors. These will be provided by Licensor and the Licensee acknowledge that such amendments may increase risk and Licensee understands that where a Change Request shall result in an increased risk, that it shall assume the full responsibility for such increased risk.

3.8 System Maintenance

The Licensee acknowledges and accepts that periodic system maintenance is required and



may require system downtime. Such periodic maintenance shall be agreed with Licensee in advance. Any of the parties agrees to inform the other party of such planned downtimes. Should the party fail to conform and not inform about planned system downtime the parties shall discuss relevant compensation for extra work imposed caused by not informing about such downtime.

4 LICENSEE RIGHTS AND OBLIGATIONS

4.1 Gaming License

- 4.1.1 Licensee is solely responsible for obtaining all required licenses, permits, approvals and/or certifications required by any Competent Authority for its operation of the Games prior to the Launch of the Games on the Gaming Sites, and to maintain the said licenses, permits, approvals and/or certifications for the entire Term of this Agreement. Any expenses whatsoever incurred for the obtainment of such approval shall be borne in full by the Licensee.
- 4.1.2 Prior to the Launch of Games on the Gaming Sites, the Licensee shall provide, to the reasonable satisfaction of the Licensor, all due diligence documentation requested by the Licensor in compliance with Anti-Money Laundering Legislation.
- 4.1.3 Licensee is responsible for all activities and costs relating to obtaining and maintaining SSL and equivalent certificates to access and run the Gaming Platform.

4.2 Restricted Territories

- 4.2.1 Licensee shall not allow any Players located in the Restricted Territories to access the Gaming Platform, and the Licensee shall not provide Games for real money to any Players located in Restricted Territories using any resources or software supplied and / or provided by Licensor. Additionally, the Licensee shall ensure that the White Label Partners shall not allow any Players located in the Restricted Territories to access the Gaming Platform and the Gaming Sites, and the White Label Partners shall not provide Games for real money to any Players located in Restricted Territories using any resources or software supplied and / or provided by Licensor. Licensee shall provide evidence that it complies with this obligation immediately upon being requested by the Licensor.
- 4.2.2 As the Restricted Territories are subject to change during the term of this Agreement, the Licensor retains the right to request the Licensee to block additional players from other/new Restricted Territories during the Term, in the event that this is required to reflect changes to its own gaming license and/or changes in the local gambling laws of the said territories. Licensee shall proceed to block Players from any additional Restricted Territories as requested in writings by the Licensor within ten (10) days of receipt of the Licensor's request.
- 4.2.3 Should the Licensee be requested to block additional Players from other territories in terms of Clause 4.2.2 above, the Licensee shall ensure that all White Label Partners proceed to block such Players on their respective Gaming Sites within ten (10) days of receipt of the Licensor's request.



- 4.2.4 Licensee acknowledges that all the responsibility in respect of the functionality to block Players located in Restricted Territories lies firmly with the Licensee. The Licensor can therefore not be held responsible in any manner in respect of Players located in Restricted Territories, and expressly reserves the right to terminate this Agreement in terms of Clause 11.3.

4.3 Positioning & Marketing

- 4.3.1 At Launch, the Licensee shall make available to Players all Games available on the Gaming Platform.
- 4.3.2 The Licensee shall promote Yggdrasil's Games and Road Map Releases to both new and existing Players. The Licensee shall launch and promote the Games in accordance with their usual policy on games rotation and shall launch and promote the Games in accordance with the relevant laws, policies and regulations of the Territory which the Licensee shall bear sole responsibility for ensuring compliance with.
- 4.3.3 The Parties agree that they may jointly enter into marketing campaigns for a specified product, in order to incentivize promotion of the said product. Details of such campaigns, including specifics relating to particular products and pricings will be agreed by the Parties from time to time, and such agreements shall be included in an annex to this Agreement.
- 4.3.4 Licensee shall inform Licensor well in advance regarding any promotional activities which are expected to generate significant additional business volumes such that Licensor can take any necessary precautions.
- 4.3.5 Licensor shall include a branded game loader stating the provider of the Games. Licensee shall include in terms and conditions to its customers or elsewhere in the relevant section of the Gaming Sites information to the effect that the Gaming Platform is provided by the Licensor.
- 4.3.6 Licensee has the right to make available on its site third party certificates that Licensor holds with regards to its Random Number Generator and system randomness. An "RNG Certified" icon is available and will be provided to Licensee upon request.

4.4 Acceptance Testing

- 4.4.1 Licensee is responsible for the planning and execution of the required acceptance testing following integration completion and prior to Launch. Licensor is responsible for providing relevant acceptance test procedures and for providing necessary resources that may be required during the acceptance tests. Testing must be performed according to the acceptance test procedures provided by the Licensor. Licensor will take no responsibility for the Gaming Platform unless required tests have been performed and a signed test protocol has been received from the Licensee prior to Launch.
- 4.4.2 Licensee shall provide Licensor with a test account allowing Licensor to access the Gaming Sites (including production, integration and testing environments) and test the

Games as though Licensor were a customer of the Licensee.

- 4.4.3 The Licensee shall provide adequate personnel and facilities prior to launch in order to effectively carry out the necessary performance testing of the Games on the Gaming Sites. Licensee shall support Licensor in the preparation of test review documents in a reasonable and proactive manner.
- 4.4.4 If during the Term Licensee or Licensor become aware of any Software Error, Licensee or Licensor as applicable shall promptly notify the other Party and shall provide to the other Party detailed information regarding such error sufficient for the purposes of that other Party. Licensor shall use its best efforts to correct a Software Error regardless of how it may have been caused, provided that where such defect is (a) not repeatable by the Licensor; or (b) results from incorrect use of the Gaming Platform or from the use of the Gaming Platform in combination with any other system or software, the Licensee shall be required to assist and fully cooperate in such rectification.
- 4.4.5 Notwithstanding anything to the contrary in this Agreement, the Licensor shall have no liability whatsoever for Software Errors and/or any claims for damages derived from and/or arising out of the failure on behalf of the Licensee to make a Stage environment available for testing of Games and API integrations, including but not limited to, Software Errors and/or claims for damages resulting out of improper testing of Games and API integrations. Furthermore, the Licensee shall indemnify and hold the Licensor harmless from and against all losses, costs, liabilities, claims, damages and expenses of any kind resulting from or relating to such failure by the Licensee to make Stage environment available for testing of the Games and API integrations.

4.5 First Line Support

Licensee will be solely responsible for providing Players and White Label Partners with First Line Support for the Games.

4.6 Operations, Fraud-Control & Operational Risk

- 4.6.1 Licensee is solely responsible for the day-to-day operational activities of the Gaming Site and the Licensor's Games made available on it, including game marketing, customer support and care, fraud screening, payment management and setting up of tournaments.
- 4.6.2 Licensee agrees that it will discuss in good faith and agree with Licensor to reasonable limitations on the availability to Players of Games in "free to play" demonstration mode (e.g., requirements for advertising "real money" play after a certain number of free spins; limits on total numbers of free spins; etc.).
- 4.6.3 Licensee is responsible for maintaining strict fraud control to ensure that chargebacks and other fraudulent behavior is minimized. Such measures shall include but shall not be limited to, limiting deposits and obtaining verification of Players' details.
- 4.6.4 Licensor reserves the right to refuse any request by the Licensee to amend the Games configuration outside of the default setting described in the Documentation. Any request



sent by the Licensee must be done in writing by a duly authorized representative of the Licensee. The Licensee acknowledges that such amendments may increase risk and Licensee understands that where a change request has been accepted by the Licensor and shall result in an increased risk, it shall assume the full responsibility for such increased risk.

4.7 Other Restrictions Imposed on Licensee

4.7.1 Licensee shall not:

- (a) assert or imply that title or ownership rights in the Gaming Platform belong to it;
- (b) remove or obscure any copyright, trademark notice, or restrictive legend of the Licensor and/or its respective Licensors, as applicable;
- (c) include, and/or otherwise associate, or permit the association of the Gaming Platform with any form of malware (including, but not limited to, viruses, worms, Trojan horses and spyware) or other code that may be deemed malicious;
- (d) willfully carry out, or attempt to carry out, any procedure in respect of the Gaming Platform which would circumvent any copy or other protection device or software other than to the extent strictly permitted by applicable law;
- (e) use or allow the use of the Gaming Platform in connection to content which involves offensive or adult materials and/or depictions of violent acts, in a way that may be deemed immoral, illegal, or in any other way discredit the Licensor's and/or its respective Licensor's, trademarks and other distinctive marks.

4.7.2 A breach of any of the provisions of Clause 4.7.1 above shall be considered as a material breach of this Agreement.

4.8 Restrictions Imposed on Licensee's Players and White Label Partners

The Licensee shall impose upon its Players and White Label Partners all the restrictions which are imposed on the Licensee by virtue of this Agreement. Should Licensor be made aware that Players are in breach of the restrictions imposed by this Agreement, Licensor may seek indemnification from the Licensee.

4.9 White Label Partner Due diligence

4.9.1 Before providing the Games on the Gaming Platform to any White Label Partner, the Licensee shall submit to Licensor due diligence documentation on each White Label Partner prior to Launch, which shall be to the reasonable satisfaction of Licensor. The Licensee shall not make available Games on the Gaming Platform or any part thereof to said White Label Partner unless and until the Licensee receives Licensor's written approval of that White Label Partner and the respective Gaming Site. Approval or otherwise of any proposed White Label Partner and the respective Gaming Site shall be at the sole discretion of Licensor.

4.9.2 The Licensee shall undertake to keep the due diligence documentation of White Label Partners up to date and to provide the Licensor with all such updates, additions or changes to said documentation on an ongoing basis.

- 4.9.3 Licensor reserves the right to at any time terminate access to the Gaming Platform for White Label Partners should Licensor determine that the due diligence documentation is not to the satisfaction of Licensor.

5 FEES AND PAYMENT

5.1 Set-Up Fee

No Set-Up Fee shall be applicable.

5.2 Minimum Monthly Royalty Fee

No Minimum Monthly Royalty Fee shall be applicable.

5.3 Monthly Royalty Fee

- 5.3.1 A Monthly Royalty Fee will be charged to the Licensee as consideration for the rights granted to it under this Agreement. The Monthly Royalty Fee shall be a percentage of the Net Gaming Revenue generated by the Games on the Gaming Sites and shall be calculated as follows:

Total Monthly level of Net Gaming Revenue	Royalty % Payment (share) to Licensor
From €1 to €300,000	9%
From €301,000 to €500,000	8,5%
From €501,000 to €1,000,000	8%
Over and above €1,000,000	7,5%

For the avoidance of doubt, the Monthly Royalty Fee percentage on the Net Gaming Revenue shall be calculated on an incremental basis.

- 5.3.2 The Parties agree that the Licensee is allowed to deduct directly attributable Bonuses up to a maximum amount of twenty percent (20%) from the Game Win.

The Licensee shall provide the Licensor with adequate financial information to determine Bonuses on a Monthly basis. Such evidence shall be provided by the Licensee to the Licensor as soon as reasonably possible at the end of the relevant Month and, in any case, not later than the third (3rd) business day of the following Month. Reports that are received after the third (3rd) business day of the following Month will be disregarded and no deductions will be allowed on the Game Win. The Licensee shall send all financial information via e-mail to finance@vggdrasilgaming.com.

- 5.3.3 Apart from those mentioned in Clause 5.3.2, no further deductions shall be allowed from the Monthly Royalty Fee. Without prejudice to the generality of the above, other taxes applicable in the hosting jurisdiction of the Enterprise to the Licensee shall not be deducted from the Net Gaming Revenue.

- 5.3.4 Standard Support Services as described and defined in Annex 1 are included in the

Monthly Royalty Fee.

5.4 Invoicing & Terms of Payment

- 5.4.1 All invoices and fees are stated and issued in Euro exclusive of value added tax and expenses and shall be payable by the Licensee in Euros. Licensee is responsible for paying value added tax should this be or become applicable.
- 5.4.2 All payments under the terms of this Agreement are to be made no later than ten (10) calendar days from receipt of invoice.
- 5.4.3 Should the Licensee dispute any item of the invoice in good faith, it shall be entitled to withhold payment solely for the disputed item pending resolution of the dispute and not for the total invoice amount which shall be always paid in accordance with this Clause 5.4.
- 5.4.4 Invoices shall be addressed as follows and sent via e-mail:

Winlink B.V

Kaya Richard J. Beaujon z/n, Landhuis Joonchi 2, Curacao

Email: invoice@winity.com

- 5.4.5 Licensee is aware of, and accepts, that Games played in one player currency may from time to time be more favorable than the same Game played in another player currency. Such currency effects are at the sole responsibility of the Licensee. If the Licensee accepts payments from Players in currencies other than Euros, this will not affect the manner of calculation of any payments hereunder. The Licensee takes the risk of any currency fluctuation.
- 5.4.6 Interest shall be due on all late payments at one point five percent (1.5%) per month and in no case exceeding the maximum rate allowed by applicable law, provided that the Licensee shall be liable to pay a penalty cost of maximum amount of one hundred Euro (€100) for every reminder sent by the Licensor for late payments. Licensor shall send such reminders no more frequently than twice weekly.
- 5.4.7 In addition to the provisions set forth in Clause 5.4.6 above, and in addition to any other remedies available to the Licensor, Licensor has the right to, in case of late payment at its sole discretion and by providing the Licensee with at least 48 hours' notice of its intention to do so, suspend the Licensee's access to the Gaming Platform until full payment has been duly received by the Licensor. Once full payment has been received Licensor shall restore full access to the Gaming Platform as soon as reasonably possible and in any event not later than forty-eight (48) hours as of receipt of such payment.
- 5.4.8 The Licensee shall send any support requests relating to financial matters via e-mail to finance@yggdrasilgaming.com.

5.5 Royalty Calculations Following Mergers and/or Acquisitions

- 5.5.1 The fees stipulated in Clause 5.3 will regulate Licensee's Monthly Royalty Fees under this



Agreement in relation to all Net Gaming Revenue emanating from the Licensee's organic growth. If the Licensee is merged with or acquires a third party which also has an agreement with the Licensor, such merger and/or acquisition shall not automatically result in the newly acquired company's inclusion in the aggregate global pricing.

5.5.2 Should the Licensee be involved in a merger or acquisition, then:

- (a) if, as a result, the Licensee acquires or merges with an existing customer of Licensor (or another Licensor Group company, as the case may be), Licensee agrees that the agreement then in force between Licensor (or Licensor Group company, as the case may be) with that licensed customer will continue to be in force until its term expires, after which the Parties will renegotiate the terms;
- (b) in cases other than those mentioned in Clause 5.5.2 (a) above, the Licensor's fees stipulated in Clause 5.35.3 shall apply to the Net Gaming Revenue generated by the Licensee's organic growth and the acquired business' volumes once migrated over to Licensor's Gaming Platform in accordance with this Agreement.

5.6 Audit

5.6.1 Licensee shall ensure that Licensor and its third-party representatives from a reputable firm of accountants have, upon reasonable prior notice and not more than twice in respect of any year, reasonable access during working hours to Licensee's principal place of business to inspect and / or audit Licensee's records (with the right to take reasonable excerpts) solely for the purpose of verifying the accuracy of Net Gaming Revenue during the Term of this Agreement provided that:

- (a) each such inspection and / or audit must be exercised within six (6) months of the end of a year and limited to records which relate to such year only;
- (b) Licensor shall ensure that all information, systems documents and other materials accessed inspected audited or used in relation to such inspection/ and or audit (including any excerpts or copies of the same) shall be treated as the Confidential Information of Licensee; and
- (c) Licensor procures that such third-party representatives first enter into a non-disclosure agreement with Licensee in a form acceptable to Licensee (Licensee approval not to be unreasonably withheld or delayed).

5.6.2 If an inspection and/ or audit reveals an underpayment of Monthly Royalty Fee by Licensee to Licensor of five percent (5%) or more in any year, Licensee shall be responsible and liable for the reasonable out-of-pocket expenses and costs of such inspection and / or audit. The underpaying Party or the Party who has overpaid (as applicable) shall make an appropriate correcting payment or credit of any monies to the other Party within thirty (30) days of receipt of an invoice in respect of the same.

6 WARRANTIES

6.1 Licensor Warranties

6.1.1 Licensor warrants that:

- (a) where necessary, it has in place and will maintain in place during the Term all necessary governmental and regulatory approvals, permits, licenses, consents and/or certifications as may be required by the GSC or any Competent Authority to fulfil its obligations hereunder;
- (b) at the date of delivery, the Gaming Platform is free from all viruses known generally and / or by Licensor;
- (c) The Games included in the Gaming Platform are based on commonly used industry standards existing on the date of release of the respective Game software or the date of the most recent update. The Games conform to their specifications as set out in the Documentation as provided from time to time by the Licensor and the core Gaming Platform is substantially functional and fit for its intended purpose. The Licensor has used its commercial best efforts to ensure that there is no bias and that random selection emulates live situations as much as practically possible and commercially motivated with computer generated gaming situations. The Licensor's core Random Number Generator has been tested and approved by authorized independent third-party testing houses;
- (d) it will use reasonable efforts to ensure that the Gaming Platform does not contain any Trojan horse, worm, logic bomb, time bomb, backdoor, trap door, key or other similar or harmful components which have the potential to impair or prevent the operation of the Gaming Platform. If any such Trojan horse, worm, logic bomb, time bomb, backdoor, trap door, key or other similar or harmful component is contained despite Licensor's efforts, Licensor warrants to use reasonable efforts to correct this issue in the Software as soon as possible;
- (e) it holds all necessary rights to grant the license to use and commercialize the Gaming Platform in accordance with this Agreement, and that it is the copyright holder of the Games being licensed herein;
- (f) to the best of its knowledge, the Gaming Platform and Games licensed hereunder (including any content elements of the Games) does not infringe any patent, copyright, trademark, trade secret or other intellectual property rights of any third party in the European Union and United Kingdom, and that the source code and Gaming Platform is free of any lien or encumbrance from any third party in the European Union and United Kingdom;
- (g) it shall perform the services and all of its other obligations under this Agreement at all times: (i) using all reasonable skill, care and diligence; (ii) using competent personnel with appropriate levels of training, experience and expertise for the tasks for which they are required to perform; (iii) using hardware, software, resources and equipment which are reliable, up to date, safe and in a condition which is adequate and appropriate in the context of this Agreement to enable the services hereunder (incl. the Integration Services and Standard Support Services)



- to be provided in accordance with this Agreement; (iv) in accordance with all applicable laws, licenses, directives, regulations and codes of practice; and (v) in accordance with Good Industry Practice; and
- (h) that it has full power, legal capacity and authority to enter into and perform this Agreement, and that the person(s) signing this Agreement on its behalf are duly authorized and empowered to enter into this Agreement pursuant to all applicable laws governing each Party's respective legal entity in its country of incorporation or domicile.

6.2 Licensee Warranties

6.2.1 The Licensee warrants that:

- (a) it will use and commercialize the Gaming Platform lawfully and only in accordance with this Agreement, Applicable Legislation and all necessary all necessary governmental and regulatory approvals, permits, licenses consent and/or certifications as may be required by any Competent Authority to operate such Enterprise, specifically the Licensee's license. The Licensee shall remain solely responsible for maintaining such approvals, permits, licenses consent and/or certifications as may be required by any Competent Authority;
- (b) it shall not allow any Players located in Restricted Territories to access the Gaming Platform, nor shall it provide Games for real money to any Players located in Restricted Territories using any resources or software supplied and / or provided by Licensor, and it shall ensure that the White Label Partners shall not allow any Players located in the Restricted Territories to access the Gaming Platform and the Gaming Sites, and that it shall provide evidence that it complies with this obligation immediately upon being requested by the Licensor;
- (c) it shall not use or allow to use the Gaming Platform for any illegal purpose or cause whatsoever, nor shall it use or allow the use of the Gaming Platform in connection to content which involves offensive or adult materials and/or depictions of violent acts, in a way that may be deemed immoral, illegal, or in any other way discredit the Licensor's and/or its respective Licensor's, trademarks and other distinctive marks;
- (d) it will not challenge, or assert ownership in, the Gaming Platform or any associated Intellectual Property Rights;
- (e) it shall not allow the Games to be published on any additional websites and/or allow any third parties to use the Gaming Platform without having obtained prior authorization in writing by Licensor;
- (f) it shall be responsible to pay any fees and/or costs charged by any third-party platform provider, including but not limited to those charged to the Licensor, for any integration services relating to this Agreement;
- (g) to use its best commercial efforts to ensure that White Label Partners are

commercializing the Gaming Platform and the Games only in compliance with the terms of this Agreement and the applicable laws and regulations;

- (h) it shall comply at all times with all applicable laws related to fraud prevention, anti-money laundering and terrorist financing as well as all Applicable Data Protection Legislation, and in general, all other applicable laws, licenses, directives, regulations and directives;
- (i) it will provide, without undue delay and to the reasonable satisfaction of the Licensor, any due diligence documentation, including updates thereof, which the Licensor may request from time to time during the Term in accordance with Anti-Money Laundering Legislation;
- (j) it shall not remove, attempt to remove or allow any other person to remove or attempt to remove any proprietary notice of Licensor or its respective licensor as applicable;
- (k) it will have appropriate agreements with each of its employees, contractors and agents having access to the Gaming Platform and any other Licensor's Confidential Information sufficient to enable that party to comply with all the terms of this Agreement and, in any event, shall adopt or maintain procedures reasonably calculated to protect Licensor's proprietary and Confidential Information;
- (l) it shall perform all of its obligations under this Agreement at all times: (i) using all reasonable skill, care and diligence; (ii) using hardware, software, resources and equipment which are reliable, up to date, safe and in a condition which is adequate and appropriate in the context of this Agreement; and (iii) in accordance with all applicable laws, licenses, directives, regulations and codes of practice, and with Good Industry Practice; and
- (m) that it has full power, legal capacity and authority to enter into and perform this Agreement, and that the person(s) signing this Agreement on its behalf are duly authorized and empowered to enter into this Agreement pursuant to all applicable laws governing each Party's respective legal entity in its country of incorporation or domicile.

6.3 Reporting

Each Party shall provide such information to the other Party as the first Party may reasonably require in connection with any information reporting, disclosure and other related obligations to any Competent Authority from time to time. Each Party shall cooperate with requests, enquiries or investigations and the like of any Competent Authority in connection with the performance of this Agreement, including the disclosure of information to any Competent Authority that would otherwise be considered confidential pursuant to Clause 13 below, provided that a Party providing information to such authority (or any public body of any description) shall take reasonable steps to ensure that the recipient body is made aware of the commercially sensitive and confidential nature

of the disclosure.

6.4 Limitations of Warranty

- 6.4.1 The warranties in this Clause 6 only apply to Gaming Platform as supplied by Licensor and under no circumstances to third party products, or to such modifications, changes or additions made by the Licensee and/or any third party.
- 6.4.2 Except as expressly set forth in this Agreement, the Gaming Platform is provided and licensed "as is" without warranties or representations or conditions of any kind, and no other representation, express or implied, and no warranty or guarantee are included or intended in this Agreement.

THESE WARRANTIES ARE MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT, TITLE OR OTHERWISE.

7 LIABILITY

7.1 Limitation of Liability

- 7.1.1 Neither Party nor any of their group companies or any of their directors, officers, employees, agents or consultants shall not be liable in any event for:
- (a) any indirect or consequential loss or damages; nor
 - (b) any loss of opportunity, reputation, goodwill, profit or anticipated savings, business or contracts arising out of or in any way in connection with this Agreement or the use or performance of the Gaming Platform.
- 7.1.2 The Licensor shall be liable for any non-availability of the Gaming Platform, data, website or servers used in connection with the Gaming Platform and for Software Errors which are solely and directly attributable to the fault of the Licensor in accordance with the terms of the Service Level Agreement (**Annex 1**), and the liability prescribed therein shall be the sole remedy for such issues, unless the liability arises in connection with, or resulting directly from the willful intent, willful neglect, willful misconduct, fraud or gross negligence of the Licensor.
- 7.1.3 The Parties acknowledge that from time to time, as a result of hardware failure and/or third parties' failures, the services provided under this Agreement by Licensor may be temporarily disrupted. Licensee acknowledges and accepts that neither Licensor nor any of its members, shareholders, directors, officers, employees or representatives and/or its respective Licensors, as applicable, will be liable to Licensee for any direct, special, indirect, consequential, punitive or exemplary damages, or damages for loss of profits or savings, in connection with these temporary disruptions.
- 7.1.4 Without prejudice to the foregoing, either Party's total maximum aggregate liability under



this Agreement and that of its directors, officers, employees, consultants, and group companies, howsoever it should arise, will in no circumstances whatsoever exceed the amount of one hundred thousand Euro (€100,000) (hereinafter the “**Maximum Liability Cap**”).

- 7.1.5 The Licensee shall indemnify and hold the Licensor harmless from and against all losses, costs, liabilities, claims, damages and expenses of any kind resulting from or relating to any act or omission of any third-party platform provider, including any failure of and/or defect in the platform made available by the third-party platform provider, as may be utilized by the Licensee from time to time.
- 7.1.6 It is hereby recognized by both Parties that their respective ability to carry out their obligations under this Agreement are subject to applicable legislation and policy. Neither Party shall be held liable for damages of whatever kind that may result from changes in government legislation or policy. The Parties shall promptly endeavor to implement such changes promptly in order to ensure continuation of the Enterprise under the changed legal framework.
- 7.1.7 Nothing in this Clause 7 shall limit either Party’s liability for death, personal injury, willful intent, fraud, breaches of Licensor’s Intellectual Property Rights, liability under Clause 7.1.5, breaches of Clauses 4.4.5 and 13 or any other liability which it is illegal to limit or exclude.

8 CLAIMS RELATING TO INTELLECTUAL PROPERTY RIGHTS

- 8.1 Licensor warrants that the Gaming Platform, to the best knowledge of the Licensor having made reasonable enquiry, does not infringe any copyright or intellectual property rights of any third parties within the European Union and United Kingdom. The Licensor agrees to indemnify, defend and hold the Licensee harmless against any and all liabilities, including the amount of any adverse final judgement or settlement resulting from or in connection with any third-party claim(s) that the Gaming Platform infringes any copyright or intellectual property rights within the European Union and United Kingdom.
- 8.2 If any claim is brought against Licensee in respect to which indemnity may be sought from the Licensor pursuant to this Clause 8 (“**Claim**”), the Licensee must notify the Licensor in writing within seven (7) days of receipt by Licensee of documentation of the Claim. Licensee shall cooperate with the Licensor, at the latter’s cost and expense, in all reasonable respects in connection with the defense of the Claim. The Licensor may, upon written notice thereof to Licensee, undertake to conduct all proceedings or negotiations in connection therewith, assume the defense thereof, and, if it so undertakes, it shall also undertake all other required steps or proceedings to settle or defend any such Claim, including the employment of counsel at the Licensor’s expense.
- 8.3 The Licensor shall have no obligation to indemnify Licensee hereunder for Claims based on:
- (a) items not supplied by the Licensor,
 - (b) items made in accordance with Licensee’s specifications, but against the

- Licensors' recommendations,
- (c) items modified by a party other than the Licensor and without the Licensor's authorization, to the extent the alleged infringement relates to such modification,
- (d) items supplied by the Licensor when combined with other items not supplied by the Licensor, where the alleged infringement relates to such combination and not to the item supplied by Licensor,
- (e) Licensee's continuing allegedly infringing activity after being informed of and offered modifications or reasonable alternatives that would have avoided the alleged infringement,
- (f) Licensee's and White Label Partner's use of the Gaming Platform not in material accordance with this Agreement, or
- (g) third party and/or open-source products, unless provided by Licensor

8.4. Notwithstanding anything to the contrary in this Agreement, in the case of a Claim, the Licensor shall, at its sole discretion, either:

- i. modify the item or items which have been determined to be infringing so that they no longer infringe without loss of material functionality, performance or value to Licensee; or
- ii. acquire a licence to provide the Licensee with such rights as may be necessary to eliminate the infringement; or
- iii. substitute non-infringing items of its own devising permitting continued use without material change to functionality or effectiveness; or
- iv. withdraw the offering of the Game(s) from the Gaming Platform.

Notwithstanding any other provision of this Agreement, before the Licensee brings a claim for losses and/or damages against the Licensor in relation to any infringement of intellectual property rights under Clause 8.1, the Licensor shall first be given the opportunity to remedy the infringement in accordance with Clause 8.4 above. The Licensee shall only be entitled to claim damages if the Licensor fails to take reasonable steps to implement any of the remedial measures set out in Clause 8.4 within thirty (30) days following written notice from the Licensee requiring such remediation. Any claim for damages shall be subject to the liability cap set forth in Clause 7.1.4 of this Agreement.

- 8.5 Licensee may not admit liability in respect of such Claim and shall not agree to any compromise or settlement of any such Claim.
- 8.6 Notwithstanding this Clause 8, Licensor shall have no liability to the extent that a Claim has arisen due to any act or omission not solely and directly attributable to the Licensor, such as an act or omission of the Licensee in breach of this Agreement or of a third party.
- 8.7 Other than as provided in Clause 8.2 above, the Licensee shall not undertake any action in response to any Claim of alleged infringement of intellectual property relating to the Gaming Platform. Non-observance of this Clause 8.6 by the Licensee shall result in loss of the Licensee's rights under this Clause 8 of this Agreement.

9 DATA HANDLING & PROTECTION

- 9.1 The Parties agree and covenant with each other that all processing of personal data under this Agreement is done in compliance with Applicable Data Protection Legislation.
- 9.2 The Parties have entered into a Data Processing Agreement (**Annex 3**) setting out the rights and obligations of the Parties in relation to personal data processed under this Agreement.

10 SOCIAL RESPONSIBILITY

The Parties agree to conduct the Enterprise with the aim of providing socially responsible services in accordance with their respective gaming licenses (as applicable). Both Parties accept and understand the key importance of responsible gaming, and shall at all times observe, to the best of their capacity and possibilities the Parties' respective responsible gaming standards and applicable codes of conduct. In the event a Party does not remedy any reported infringement of any code of conduct within a reasonable time, the other Party may terminate the agreement without any additional costs and/or liabilities.

11 TERM AND TERMINATION OF AGREEMENT

11.1 Term

Subject to Clauses 11.2 to 11.7, this Agreement shall commence on the Effective Date and shall remain valid for a period of three (3) years from such date. Upon expiry of the initial three (3) year period, the Agreement will be automatically extended for successive one (1) year periods unless either Party gives notice to the other in writing, of its intention to terminate the Agreement, at least ninety (90) days in advance.

11.2 Termination for Legal Reasons

- 11.2.1 Subject to Clause 11.2.2, either Party may terminate this Agreement and/or License in respect to the relevant Game (including, for the avoidance of doubt, partially terminate that same with respect to a relevant affected geographic location within the Territory and/or specific Gaming Site) with immediate effect by notice to the other Party if:

- (a) any act or omission of a Party is found to be in breach of any applicable law and such breach:
 - (i) causes either Party to be in breach of its obligations under this Agreement;
 - (ii) causes the either Party to be in breach of any applicable law to which the Party is subject (including in respect of any regulatory approvals); and/or
 - (iii) otherwise jeopardizes either Party's (or any of its Affiliates') own licenses, permits, consents, and/or regulatory approvals which are required by the Party (or any of its Affiliates') (as the case may be) to carry on its business;

- (b) any Competent Authority issues (or notifies or informs the other Party that it is likely to issue) an order or recommendation requiring or recommending the termination of this Agreement and/or any license in respect of a relevant Game; or
- (c) a Party fails to apply for, obtain in a timely fashion or maintain any license, permit, certification or approval required by any Competent Authority or otherwise required by any applicable law in connection with the other Party's obligations under this Agreement.

11.2.2 The Licensee agrees to submit to the Licensor due diligence documentation, as and when requested by, and to the reasonable satisfaction of, the Licensor. In the event that either such documentation is not submitted within thirty (30) days from the Licensor's request or is not to the reasonable satisfaction of the Licensor, the Licensor shall be entitled, at its sole discretion, to deny access to the Gaming Platform and immediately terminate this Agreement.

11.2.3 Except in any circumstance(s) where the continuance of this Agreement would place the Party who has served the relevant termination notice (the "Terminating Party") in breach of the relevant applicable law or order of the relevant Competent Authority (as the case may be), prior to any notice of termination given under Clause 11.2 taking effect, the Party upon whom the termination notice has been served shall have ten (10) Business Days within which (at its own expense) to remedy the relevant matter which is the subject of the termination notice (to the extent remediable) and to present to the Terminating Party a remediation plan outlining any suggested remediate actions.

11.2.4 Any dispute as to whether the relevant matter which is the subject of the termination notice (to the extent remediable) has been remedied or is remediable shall be referred for resolution in accordance with the dispute resolution procedure in terms of this Agreement.

11.3 Termination for Cause

11.3.1 Either Party shall, without prejudice to any other rights and remedies which it may have, be entitled to terminate this Agreement with immediate effect at any time if the other Party:

- (a) commits a material breach of this Agreement and such breach is not remedied (if capable of remedy) within thirty (30) days of receipt of a notice, specifying the breach and requiring it to be remedied; or
- (b) persistently breaches this Agreement such that such persistent breaches amount to a material breach of this Agreement; or
- (c) is prevented or delayed in the performance of its obligations by a Force Majeure Event for a continuous period in excess of sixty (60) days or sixty (60) days in aggregate in any continuous period in excess of ninety (90) days.

11.3.2 The Licensor has the right to terminate this Agreement with immediate effect and without prior notice should Licensee be in breach of Clauses 2.1, 2.2, 4.1, 4.2, 4.6 to 4.9 of this

Agreement.

11.3.3 The Licensee has the right to terminate this Agreement with immediate effect and without prior notice should Licensor be in breach of its obligations in Clause 3.1 of this Agreement.

11.4 Termination due to change of ownership

Licensor shall have the right to terminate this Agreement with immediate effect and without prior notice if any competitor of the Licensor directly or indirectly acquires control over the Licensee. For the purpose hereof, "control" shall mean the direct or indirect ownership of more than twenty-five percent (25%) of the voting shares/stock or otherwise a controlling interest.

11.5 Termination due to failure to pay

Licensor shall always have the right to terminate this Agreement with immediate effect by written notice if Licensee fails to pay any amount within thirty (30) days from the date on which it has fallen due and which has not been disputed in good faith before such time.

11.6 Termination due to insolvency

Either Party shall, without prejudice to any other rights and remedies which it may have, be entitled to terminate this Agreement with immediate effect at any time if the other Party:

- (a) Passes a resolution to wind up, a winding up order is made against it or a petition is presented against it; or
- (b) makes any arrangement or compromise with its creditors or a liquidator, official receiver, receiver, administrator, or administrative receiver is appointed over the whole or any part of its assets, affairs or business; or
- (c) is the subject of a voluntary or compulsory liquidation (other than for the purpose of a bona fide reconstruction or amalgamation); or
- (d) ceases to carry on business or suffers any execution or distress over its assets; or
- (e) may be deemed insolvent in accordance with the applicable laws governing each Party's respective legal entity in its country of incorporation, or else an event occurs that gives well founded reason to assume that the other Party is not, or within short will no longer be, capable of fulfilling its obligations under this Agreement; or
- (f) an administration order is made or notice of appointment has been received or any other procedure or proceeding contained is exercised or instituted in relation to it in accordance with the applicable laws governing each Party's respective legal entity in its country of incorporation.

11.7 Termination of Gaming Sites

For the avoidance of doubt, Licensor reserves the right to, with immediate effect and with no prior notice, terminate access to the Gaming Platform for all and any White Label Partner in the event that such White Label Partner is causing an event that would otherwise trigger termination of this Agreement in accordance with Clauses 11.2 and 11.3.

11.8 Effects of Termination

11.8.1 Upon the expiration or termination of this Agreement:

- (a) Licensor will promptly shut down any use of or access to the Games and the Gaming Platform;
- (b) Licensee shall destroy any and all copies of the Gaming Platform and Documentation which for any reason cannot be delivered to Licensor;
- (c) an officer of Licensee shall confirm in writing to Licensor that all proprietary material relating to the Gaming Platform and Documentation has been either delivered to Licensor or destroyed; and
- (d) all outstanding sums payable to Licensor shall immediately become due.

11.8.2 In case where this Agreement is only partially terminated in relation to particular Gaming Sites, the above provisions of Clause 11.8.1 shall apply only in relation to the terminated Gaming Sites.

12 GENERAL PROVISIONS

12.1 Independent Contractors

It is agreed that the relationship between Parties is that of independent contractors, and nothing contained in this Agreement shall be construed or implied to create a relationship of joint ventures, agent and principal, employer and employee, or any relationship other than that of independent contractors. At no time shall either Party make any commitments or incur any charges or expenses for or in the name of the other Party, save and except as set out herein.

12.2 Notices

12.2.1 The Parties shall each nominate a primary contact responsible for the communication required during implementation and operation of the Games. Notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed effective upon delivery to the Party to whom addressed by (i) express courier with verification of actual receipt, or (ii) by electronic mail, with receipt notification requested, or (iii) by registered mail, return receipt requested. All notices shall be sent to the following address:

For Licensor:
Yggdrasil Gaming Isle of Man Limited

Third Floor, 34 Hope Street,
Douglas, IM1 1AP, Isle of Man
Email: legal@yggdrasilgaming.com

For Licensee:

Winlink B.V.

Kaya Richard J. Beaujon z/n, Landhuis Joonchi II, P.O.Box 6248, Curacao
Email: compliance@winity.com, and
limassol@oneworldweb.net
and with copy to winlinkbv@g-force-corporate-services.com

12.3 Announcements

- 12.3.1 Parties may issue a joint press release announcing this Agreement and any Collaborative Project, provided that it complies with the confidentiality requirements of this Agreement, and that Parties provide reasonable advance notice of the contents of such press release and cooperate reasonably as to revisions suggested by the other Party.

12.4 Governing Law and Disputes

- 12.4.1 This Agreement and the rights and obligations of the Parties hereunder shall be governed by and construed in all respects in accordance with the Laws of Malta.
- 12.4.2 The Parties hereby undertake and agree that any dispute, controversy or claim which any of them may have under or relating to this Agreement (including, without limitation, any dispute, controversy or claim relating to the existence, validity or termination of this Agreement) which shall not be possible to resolve amicably, shall be referred to the Malta Centre for Arbitration for resolution in accordance with the Arbitration Act, Chapter 387 of the Laws of Malta. The arbitration tribunal shall be composed of a single arbitrator to be appointed by the Chairperson of the Malta Arbitration Centre which shall conduct its proceedings in Malta in accordance with the Rules of the Malta Arbitration Centre as may from time to time be in force. Language of arbitration shall be English. The award shall be final and binding upon the Parties. Nothing in this Agreement shall limit the Parties' right to enforce an arbitration award in any applicable competent court of law.

12.5 Entire Agreement

This Agreement including its Annexes, constitutes the entire agreement and understanding between the Parties relating to the subject matter hereof and supersedes any previous agreement or understanding between the Parties in relation to such subject matter and the Parties have not relied on and will have no remedy in respect of any statement, representation, warranty, understanding, undertaking, promise or assurance (whether negligently or innocently made) of any person other than as expressly set out in this Agreement.

12.6 Assignment

- 12.6.1 Licensee may assign, license, sub-license or otherwise transfer the license to use the Gaming Platform granted to it in terms of this Agreement, only with the express written



consent of the Licensor. While the Licensor may grant such consent, it is under no obligation to do so.

12.6.2 Any change in the ultimate shareholding of the Licensee of shares having more than twenty-five percent (25%) of voting rights in the Licensee shall be deemed to be tantamount to a transfer of this Agreement and shall require prior consent by the Licensor.

12.6.3 The Licensor reserves the right to transfer any or all of its rights and obligations under this Agreement to any member of the Yggdrasil Group without prior consent but shall provide prior notification before such proposed transfer is completed. The Licensor may transfer any and all of its rights and obligations under this Agreement to any other party not being a member of the Yggdrasil Group upon obtaining prior written consent from the Licensee, which consent shall not be unreasonably withheld.

12.7 Amendments

Amendments to this Agreement shall be agreed in writing and signed by both Parties. Licensor retains the right to update the Agreement during the Term in its entirety if required to do so by the relevant licensing authority and/or applicable law.

12.8 No Exclusivity

Nothing in this Agreement shall imply any exclusivity demands on the Licensor by the Licensee for the supply of Games and vice versa.

12.9 Survivability

Clauses 6, 7, 8, 9, 12 and 13 shall survive termination of this Agreement.

12.10 Force Majeure

12.10.1 Except for Licensee's payment responsibilities under Clause 5 of this Agreement, neither Party shall be liable for any delay or failure to perform any material obligation under this Agreement, if the failure is due to an event of Force Majeure.

12.10.2 If a Force Majeure Event continues and so prevents the performance by the affected Party of its obligations hereunder for more than sixty (60) days or sixty (60) days in aggregate in any continuous period in excess of ninety (90) days either Party shall be entitled to terminate this Agreement immediately by written notice to the other Party.

13 CONFIDENTIALITY

13.1 The Parties acknowledge and agree that during the course of the relationship contemplated in this Agreement they are likely to come into contact and gain knowledge and access to information and materials that the other Party deems to be confidential, proprietary or of strategic importance. The Parties each agree that they shall maintain the strictest confidentiality of all such materials that they receive concerning the other party hereto. They shall not disclose such Confidential Information to any other party, shall not use

such Confidential Information for their own purposes, and they shall protect such confidential information from disclose using the same or higher standards as they use to protect their own confidential information.

- 13.2 The Parties agree that Confidential Information shall be limited to disclosure within the organization of the recipient to those top management personnel and developers with a bona fide need to know such information as a necessary part of their contribution to the performance under this Agreement.

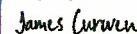
This Agreement may be executed in counterparts, each of which together shall be deemed to be one and the same document. The Agreement may be executed by PDF/e-signatures/facsimile, a signed copy of this Agreement delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

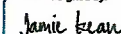
The Parties have executed this Agreement on the dates below, with full knowledge of its content and significance and intending to be legally bound by the terms hereof.

THE LICENSOR

For and on behalf of

Yggdrasil Gaming Isle of Man Limited

Signed by:

88A27C04D56816E

DocuSigned by:

281F047226C8408

Directors: James Curwen

Jamie Kean

Date:

22 October 2025

20 October 2025

THE LICENSEE

For and on behalf of

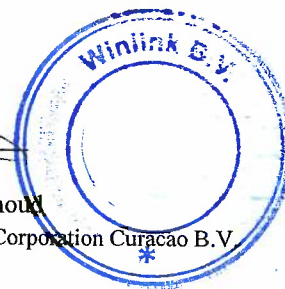
Winlink B.V.



Director: Gouloud Hammoud

f/obo Guardian Corporation Curacao B.V.

Date: 29 October 2025



ANNEX 1 – SERVICE LEVEL AGREEMENT

1. Incident Management Process

A basic incident report and tracking system will be implemented between the Parties in order to monitor the progression of all incident reports from their initial logging to their ultimate resolution. For the avoidance of doubt, Licensor currently utilizes the web-based application “FreshDesk” as the primary method of reporting and tracking incidents and prioritizes the quick turnaround and resolution of incidents above their practical administration. Licensor retains the right to change the web-based application at any time provided it will inform the Licensee prior to change. Licensor will provide Licensee with login details for one (1) account to access the Licensor’s web-based application.

2. Incident Categories

All incidents shall be graded against this scale by Licensor based on severity and impact:

- **Category 1 - Urgent Business Impact** – A complete loss of service, or the operational teams are unable to operationally manage the Games due to unavailability of key management tools.
- **Category 2 - High Business Impact** - The significant or degraded loss of service. By way of example only, no end users can access more than 50% of the Game catalogues due to a Category 2 incident.
- **Category 3 - Medium Business Impact** - A minor loss of service or function. e.g. a minor product flaw is exposed that requires a work around.
- **Category 4 - Low Business Impact** - The system is working largely as normal, but with a bug or issue related to a peripheral function.

3. Incident Resolution

The target resolution times for all graded incidents shall be:

- **Category 1** - Licensor shall begin work on issue/error within 1 hour of report and will commit resources on a 24/7 basis including bank and public holidays until an acceptable resolution is achieved.
- **Category 2** - Licensor shall begin work on issue/error within 4 hours of report and will commit resources on a 24/7 basis including bank and public holidays until an acceptable resolution is achieved.
- **Category 3** - Licensor shall find and plan a resolution for issue within three (3) working days of reporting and will commit acceptable resources to ensuring an acceptable resolution is achieved as quickly as is reasonably possible thereafter. Where said resolution requires a new version of the relevant gaming application to be released,

Licensor shall not be obligated to perform such a release as quickly as is reasonably possible, but shall inform Licensee of such circumstances and of its timing for resolving the incident by making the required release of a new version of the relevant gaming application.

- **Category 4** – Licensor shall find and plan a resolution for issue within five (5) working days of reporting and shall inform Licensee of such plans. The Parties agree that the subsequent resolution of the issue shall occur within a future release of a new version of the relevant gaming application.

Licensee shall categorize all incidents in the first instance. In circumstances where Licensor disagrees with the specific categorization of an incident Licensor retains the right to amend the categorization according to paragraph 2 of this Annex. In circumstances where Licensee disagrees with the specific categorization of an incident it shall be discussed as quickly as is reasonably possible by the relevant managers of the Parties and escalated thereafter to senior management should said discussion not resolve the disparity of opinion.

4. Incident Escalation

If any incident is not adequately resolved to the satisfaction of either the Licensor or the Licensee within the times stipulated in the above Clause 3 of this Annex, then all such incidents shall be escalated as follows:

- **Category 1** - Immediate escalation after report to Duty Manager and to Senior Management of the Parties.
- **Category 2** - Immediate escalation after report to Duty Manager, 2 hours after report, also escalated to Senior Management of the Parties.
- **Category 3** – Escalation to Duty Manager and to Senior Management of the Parties.
- **Category 4** - Never escalated, but it is recorded and notified.

5. Releases / Updates process

A party shall inform the other Party regarding: i) time frames for planned software releases at least forty-eight (48) hours prior to the release, and ii) the cancellation of a scheduled downtime at the earliest possible time prior to the date of the scheduled downtime.

Upgrades and Road Map Releases shall be managed by the Licensor. Licensee shall inform Licensor about planned releases and/or scheduled downtime or cancellation of scheduled downtime via their designated service/account manager.

6. Contact details

A party shall inform the other Party via the designated account manager regarding changes to web-based application and contact information at least two (2) weeks prior any change.

For service requests, error and incident reporting, Licensee shall contact the Licensor through the Licensor's web-based application or send email to support@yggdrasilgaming.com and incidents@yggdrasilgaming.com (24/7 support for emergencies: +48 508 852 892).

7. Unscheduled Downtime

- 7.1 Licensor shall use its best commercial efforts to ensure that total cumulative unscheduled downtime in any three (3) month period for all Games, should not cause availability to fall below **99.50%**. For the sake of clarity, unscheduled downtime is only counted when the Gaming Platform, or a substantial part thereof, key functions, or other essential features thereof is non-operational for a significant amount of Licensee's Players and excludes insignificant or minor inconveniences for the Players and scheduled downtime.
- 7.2 The Gaming Platform shall however not be considered unavailable in any of the following circumstances, and such time shall be disregarded when calculating the availability of the Gaming Platform during any given calendar month:
- 7.2.1 Planned maintenance of the Gaming Platform, provided the Licensor will use its best reasonable effort to complete it as quick as possible and to notify the Licensee at least forty-eight (48) hours in advance;
 - 7.2.2 Planned updates and upgrades of the Gaming Platform, including but not limited to new Games and software releases, or with the aim of addressing and/or resolving any software errors, conflicts, technical short comings and/or bugs, provided the Licensor will use its best reasonable effort to complete it as quick as possible and to notify the Licensee at least forty-eight (48) hours in advance;
 - 7.2.3 Emergency shutdowns necessary to protect the Gaming Platform from malware, including but not limited to viruses, and any form of so called "denial of service" attacks or similar, including minor downtime due to "hot-fixes" of the Gaming Platform, provided that any such emergency shutdown takes no longer than is strictly necessary to complete and where possible is notified by Licensor to Licensee in advance;
 - 7.2.4 Errors or failures to access the Gaming Platform caused as a result of failures or communication problems beyond Licensor's reasonable control attributable to the Internet or any other public or private networks (including without limitation mobile phone networks) used by Licensee or its Players to access the Gaming Platform; and
 - 7.2.5 Any Force Majeure event as defined in the Agreement.
- 7.3 The tracking and the calculation of unscheduled downtime shall commence immediately from the Launch and shall continue through the Term. At the end of each calendar month, upon request by the Licensee, the Licensor agrees to provide the Licensee with accurate figures showing the levels of unscheduled downtime in the most recent month and in the most recent three (3) months on a cumulative basis for the Games.

8. Scheduled downtime

No more than ten (10) hours per month and per product group of scheduled downtime shall be utilized by Licensor during the Term. All such scheduled downtime shall be notified in advance to Licensee with a minimum of one (1) weeks' notice and shall be scheduled for periods of minimal customer use of the gaming products, that is for periods such as very early on during week.

9. Software Errors

9.1 Licensor shall not be liable with respect to any payments made by the Licensee to a Player as a result of or in connection with a Software Error other than when, for any payment exceeding the amount of €25,000.00 ("**Large Win**"), the Licensee has duly complied with the procedure stipulated in the following sub-Clause, provided that such liability on the part of the Licensor shall, in any event, always be subject to Clause 7.1.4 of the Agreement (the Maximum Liability Cap).

9.2 The procedure referred to in the preceding sub-Clause shall be as follows:

9.2.1 Upon Licensee becoming aware of potential Large Win, Licensee shall first notify Licensor in writing of such fact ("Payment Notification") and shall provide sufficient information relating to the potential Large Win to enable Licensor to make its determination;

9.2.2 Licensor has, within two (2) working days from receipt of the Payment Notification, to communicate to the Licensee whether it approves or disapproves the payment of such Large Win;

9.2.3 If Licensor, within the stated two (2) working days period from the date of receipt of the Payment Notification (a) communicates its acceptance of the Large Win (b) fails to respond to the Payment Notification - the proposed payment of the Large Win shall be deemed to be approved by both Parties to this Agreement and Licensor shall accept the liability for the respective Large Win, subject to Clause 7.1.4 of the Agreement;

9.2.4 If Licensee (a) has paid the Large Win without having received prior approval thereof by Licensor as stipulated in Clause 9.2.3 above, or (b) has made the payment in any event after receiving a disapproval from the Licensor, or (c) Licensee has made a payment to a Player which is not a Large Win, or (d) Licensee did not follow the procedure described in this Clause 9.2 - Licensor shall have no liability to the Licensee, and Licensor shall not be required to indemnify the Licensee for any losses incurred as a result of Large Win. In such case, the Licensee accepts full responsibility and liability and has no recourse to seek reimbursement from Licensor for such payment

9.2.5 Notwithstanding the foregoing, both Parties to this Agreement agree to use their respective best efforts to immediately notify the other Party of any suspicious winning pattern(s) and the Licensee agrees to use its best efforts not to pay out any wins to any Players as a result of such suspicious winning pattern(s) without



first having requested Licensor to verify and approve or disapprove payment of a win in respect of such transaction in accordance with the procedure outlined in Clause 9.2 of this Annex.

- 9.3 The Licensee is solely responsible for procuring and maintaining its network connections and telecommunication links, and any loss or damage arising from or relating to the following shall not constitute Licensor's liability:
- 9.3.1 all problems, conditions, delays, delivery failures connected or related to Licensee's network and communication links and infrastructure failures;
- 9.3.2 all problems, conditions, delays, delivery failures connected or related to errors or failures of the Gaming Platform caused as a result of failures or communication problems beyond Licensor's reasonable control attributable to the Internet or any other public or private networks (including without limitation mobile phone networks) used by the Licensee and/or its Players to access the Gaming Platform; and
- 9.3.3 any Force Majeure event, as defined in the Agreement, that may in turn cause a Software Error leading to a Player taking advantage and winning.
- 9.4 Notwithstanding the foregoing, the Parties agree that the Licensee will bear full responsibility and liability should the Licensee autonomously decide to make a payment of a win to a Player regardless of Licensor having previously disapproved it, in accordance with Clause 9.2 of this Annex, on basis that a Software Error has occurred.

10 Errors due to integration

Notwithstanding the procedure set out at Clause 9 of this Annex, where a Large Win is due to a software integration issue, the Parties agree to amicably discuss the responsibilities of such software integration issue, in accordance with Clause 4.4 of the Agreement, and determine their respective share of the liability for the amount that has been paid out or approved to be withdrawn by the Player which is directly related to the Player's activity on the Gaming Platform.

ANNEX 2 – RESTRICTED TERRITORIES

Afghanistan
Alderney
Albania
Algeria
American Samoa
Angola
Antigua and Barbuda
Argentina
Australia
Austria
Bahamas
Bahrain
Barbados
Belarus
Belgium
Benin
Bosnia and Herzegovina
Brazil
Brunei
Bulgaria
Burundi
Cambodia
Cameroon
Canada (Kahnawake, Ontario)
Cape Verde (Cabo Verde)
Cayman Islands
Central African Republic
China
Colombia
Congo, the Democratic Republic
Cote d'Ivoire
Croatia
Curacao
Cyprus
Czech Republic
Denmark
Eritrea
Estonia
Ethiopia
France and overseas territories
Georgia
Germany
Ghana
Gibraltar
Greece
Greenland (.DK)
Guam
Guinea Bissau
Haiti
Hungary
Iran



Iraq
Isle of Man
Israel
Italy
Jamaica
Jersey
Jordan
Kenya
Kosovo
Kuwait
Laos
Latvia
Lebanon
Libya
Lithuania
Malaysia
Mali
Malta
Marshall Islands
Mauritania
Mexico
Mozambique
Myanmar
Netherlands
New Zealand
Nicaragua
Nigeria
North Korea
North Macedonia
Occupied Palestinian Territory
Oman
Pakistan
Panama
Peru
Philippines
Poland
Portugal
Puerto Rico
Qatar
Romania
Russia
Saudi Arabia
Senegal
Singapore
Slovakia
Somalia
South Africa
South Sudan
Spain
Sweden
Switzerland
Syria
Taiwan



Trinidad & Tobago
Tunisia
Uganda
Ukraine
United Arab Emirates
United Kingdom
USA and its territories
Vanuatu
Venezuela
Vietnam
Virgin Islands, British
Yemen
Zimbabwe

and any other territory or jurisdiction subsequently designated by the Licensor as Restricted Territories in accordance with the provisions of this Agreement, less any territory or jurisdiction which Licensor subsequently designates is no longer a Restricted Territory.



ANNEX 3 - DATA PROCESSING AGREEMENT

This Data Processing Agreement (hereinafter the “DPA”) is made on the Effective Date by and between:

YGGDRASIL GAMING ISLE OF MAN LIMITED, a company duly incorporated under the laws of Isle of Man having Company Registration Number 133115C and registered office at Third Floor, 34 Hope Street, Douglas, IM1 1AP, Isle of Man (hereinafter “**Licensor**” or the “**Data Processor**”)

AND

Winlink B.V. a company duly incorporated under the laws of Curaçao, having Company Registration Number 154346 and its registered office at Kaya Richard J. Beaujon z/n, Landhuis Joonchi 2, Curacao (hereinafter “**Licensee**” or the “**Data Controller**”)

Both are hereinafter also referred to individually as “**Party**” or collectively as “**Parties**”.

WHEREAS:

- A. The Parties have on this date entered into a Gaming Platform License and Service Operations Agreement (hereinafter the “**Agreement**”);
- B. The Parties are aware of their obligations in light of the GDPR (as defined herein), and acknowledge that in virtue of the processing of data arising out of the Agreement, the Licensee is the Data Controller and the Licensor is the Data Processor; and
- C. The Parties wish to supplement the Agreement in accordance with the terms and conditions set out in this DPA.

1. DEFINITIONS

Unless defined in this DPA or in the Agreement, all capitalized terms used in this Agreement shall have the meanings given to them below:

- 1.1 **Applicable Data Protection Legislation:** means EU Regulation 2016/679 (“**GDPR**”) (and any applicable national laws derived from or complementing it, including the Malta Data Protection Act);
- 1.2 **Data Controller:** has the meaning given in Applicable Data Protection Legislation (and, for the purpose of this DPA means the Licensee);
- 1.3 **Data Processor:** has the meaning given in Applicable Data Protection Legislation (and, for the purposes of this DPA, means the Licensor);
- 1.4 **Data Subject:** means an identified or identifiable natural person whose Personal Data is being processed;
- 1.5 **EU/EEA:** means the European Union and European Economic Area respectively.
- 1.6 **Personal Data:** means any information relating to an identified or identifiable natural person, where an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification



- number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- 1.7 **Processing:** means any operation or set of operations which is performed upon Personal Data, whether by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
- 1.8 **Processor Group:** means Data Processor and any entity which controls, is controlled by, or is under common control with, Data Processor.
- 1.9 **Service(s):** means the services provided by the Data Processor under the Agreement.
- 1.10 **Sub-processor:** means any third-party data processor engaged by Data Processor, including entities from the Processor Group, who receives Personal Data from Data Processor for processing on behalf of Data Processor and in accordance with Data Processor's instructions (as communicated by Data Processor) and the terms of its written subcontract.
- 1.11 **Supervisor:** means the Data Protection Supervisory Authority with competence over Data Controller's and Data Processor's Processing of Personal Data.

2. PURPOSE

The Parties are entering into this DPA to ensure that the Processing by Data Processor of Personal Data, necessary for fulfillment of the Agreement, is done in a manner compliant with Applicable Data Protection Legislation and its requirements regarding the collection, use and retention of Personal Data of Data Subjects.

3. OWNERSHIP OF THE SERVICE DATA

All Personal Data processed under the terms of this DPA and the Agreement shall remain the property of Data Controller. Under no circumstances will Data Processor act, or be deemed to act, as a "controller" (or equivalent concept) for the above-mentioned data.

4. OBLIGATIONS OF DATA PROCESSOR

- 4.1 The Parties agree that the subject-matter and duration of Processing performed by Data Processor under the Agreement, including the nature and purpose of Processing, the type of Personal Data, and categories of Data Subjects, shall be as described in Appendix 1 "Specification" to this DPA.

As part of Data Processor providing the Service to Data Controller under the Agreement, Data Processor agrees and declares as follows:

- (i) to process Personal Data in accordance with Data Controller's documented instructions as set out in Appendix 1 to this DPA or as otherwise necessary to provide the Service, except where required otherwise by applicable laws (and provided such laws do not conflict with Applicable Data Protection Legislation); in such case, Data Processor shall inform Data Controller of that legal requirement upon becoming aware of the same (except where prohibited by applicable laws);

- (ii) if not otherwise instructed by the Data Controller, to only process Personal Data within the EU/EEA and to not transfer Personal Data outside the EU/EEA.

In the event that the Data Processor, with Controller's approval, process Personal Data outside the EU/EEA, legal grounds for the transfer to a third country shall be secured, and the Data Processor hereby agrees to specifically ensure that any such transfer to a third country is subject to the applicable regulations of articles 44-50 GDPR including required documentation;

- (iii) to ensure that all staff and management of any member of the Processor Group are fully aware of their responsibilities to protect Personal Data in accordance with this DPA and have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- (iv) to implement and maintain appropriate technical and organizational measures to protect Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access (a "**Data Security Breach**"), provided that such measures shall take into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing, as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, so as to ensure a level of security appropriate to the risks represented by the Processing and the nature of the Data to be protected;
- (v) to notify Data Controller, without undue delay and by no later than forty-eight (48) hours, in the event of a confirmed Data Security Breach affecting Data Controller's Service Data and to cooperate with Data Controller as necessary to mitigate or remediate the Data Security Breach;
- (vi) to comply with the requirements of Section 5 (Use of Sub-processors) when engaging a Sub-processor;
- (vii) taking into account the nature of the Processing, to assist Data Controller (including by appropriate technical and organizational measures), insofar as it is commercially reasonable, to fulfil Data Controller's obligation to respond to requests from Data Subjects to exercise their rights under Applicable Data Protection Legislation (a "**Data Subject Request**");
- (viii) to notify the Data Controller within forty-eight (48) hours in the event Data Processor receives a Data Subject Request directly from a Data Subject, or a Supervisor request or other third-party request, and to direct the Data Subject to the Data Controller in the first instance.

However, in the event Data Controller is unable to address the request, taking into account the nature of the Processing and the information available to Data Processor, Data Processor, shall, on Data Controller's request and at Data Controller's reasonable expense, address the Data Subject Request, as required under the Applicable Data Protection Legislation;

- (ix) upon request, to provide Data Controller with commercially reasonable information and assistance, taking into account the nature of the Processing and the information available to Data Processor, to help Data Controller to conduct any data protection impact assessment or Supervisor consultation it is required to conduct under Applicable Data Protection Legislation;
- (x) upon termination of Data Controller's access to and use of the Service, to comply with the requirements of Section 8 (Return and Destruction of Personal Data); and
- (xi) to comply with the requirements of Section 6 (Audit) in order to make available to Data Controller information that demonstrates Data Processor's compliance with this DPA.

4.2 Data Processor shall immediately inform Data Controller if, in its opinion, Data Controller's Processing instructions infringe any law or regulation. In such event, Data Processor is entitled to refuse Processing of Personal Data that it believes to be in violation of any law or regulation.

5. USE OF SUB-PROCESSOR

5.1 Data Controller agrees that Data Processor may appoint Sub-processors to assist it in providing the Service and Processing Personal Data provided that such Sub-processors:

- (i) agree to act only on Data Processor's instructions when Processing the Personal Data (which instructions shall be consistent with Data Controller's Processing instructions to Data Processor);
- (ii) agree to protect the Personal Data to a standard consistent with the requirements of this DPA, including by implementing and maintaining appropriate technical and organizational measures to protect the Personal Data they Process; and
- (iii) agree to not Process or transfer Personal Data outside the EU/EEA.

5.2 Data Processor agrees and warrants to remain liable to Data Controller for the subcontracted Processing services of any of its direct or indirect Sub-processors under this DPA. Data Processor shall maintain an up-to-date list of the names and location of all Sub-processors used for the Processing of Personal Data and notify the Data Controller of any new Sub-Processor to be appointed.

5.3 In the event that the Data Processor, with Controller's approval, engages a sub-processor for processing of Personal Data outside the EU/EEA, legal grounds for the transfer to a third country shall be secured, and the Data Processor hereby agrees to specifically ensure that any such transfer to a third country is subject to the applicable regulations of articles 44-50 GDPR including required documentation;

5.4 In the event that Data Controller objects (on reasonable grounds) to the Processing of Personal Data by any newly appointed Sub-Processor as described in Section 5.2, it shall inform Data Processor within five days of Data Processor providing notice of the appointment or intended appointment. In such event, Data Processor will work with Data controller in good faith to

make available a commercially reasonable change in the provision of the Services which avoids the use of that proposed Sub-processor.

6. AUDIT

Upon request by the Data Controller, the Data Processor shall provide reasonable evidence of compliance with the obligations under this DPA and shall, where commercially possible, allow for and contribute to audits, including inspections conducted by the Data Controller or another auditor mandated by the Data Controller.

The costs of such inspections mentioned above shall be borne in full by the Data Controller.

7. OBLIGATIONS OF DATA CONTROLLER

The Data Controller agrees and declares as follows:

- (i) it is solely responsible for the accuracy of Personal Data and the means by which such Personal Data is acquired and that the Processing of Personal Data by Data Controller, including instructions for Processing by Data Processor in accordance with the Agreement and this DPA, is and shall continue to be in accordance with all the relevant provisions of the Applicable Data Protection Legislation, particularly with respect to the security, protection and disclosure of Personal Data;
- (ii) that if Processing by Data Processor involves any "special" or "sensitive" categories" of Personal Data (as defined under Applicable Data Protection Legislation), Data Controller has collected such Personal Data in accordance with Applicable Data Protection Legislation;
- (iii) that Data Controller will inform its Data Subjects about its use of data processors to Process their Personal Data, including Data Processor and that their Personal Data may be Processed outside of the EU/EEA;
- (iv) that it shall respond in reasonable time and to the extent reasonably possible to enquiries by Data Subjects regarding the Processing of their Personal Data by Data Controller, and to give appropriate instructions to Data Processor in a timely manner; and
- (v) that it shall respond in a reasonable time to enquiries from a Supervisor regarding the Processing of relevant Personal Data by Data Controller.

8. RETURN AND DESTRUCTION OF PERSONAL DATA

Upon the termination of Data Controller's access to and use of the Service, Data Processor will within thirty (30) days following such termination provide the Data Controller with all Personal Data in its possession, at its expense, in accordance with the capabilities of the Service. Following such period, what is stipulated in Clause 9 of the DPA shall apply.



9. DURATION

This DPA will enter into force on the date it is duly signed by both Parties and shall remain in force as long as the Agreement remains in force.

10. NO CONSEQUENTIAL DAMAGES; LIMITATION ON LIABILITY

- 10.1 If the Data Processor, anyone working under the Data Processor's supervision or any Sub-Processors, process Personal Data in violation of this DPA or Applicable Data Protection Legislation, the Data Processor shall compensate the Data Controller for the direct damage suffered by the Data Controller due to the wrongful Processing and/or violation of this DPA.
- 10.2 For the avoidance of doubt, the Data Processor and/or any group company of the Data Processor or any of their directors, officers, employees, agents or consultants shall not be liable in any event for:
- (a) any indirect or consequential loss or damages;
 - (b) any loss of opportunity, reputation, goodwill, profit or anticipated savings, business or contracts arising out of or in any way in connection with this DPA or the use or performance of the Gaming Platform.
- 10.3 Clause 7.1.4 of the Agreement shall apply *mutatis mutandis* to this DPA.
- 10.4 Such administrative fines, fees or sanctions imposed by the Supervisor shall be borne in full by the Party in violation of this DPA or Applicable Data Protection Legislation.

11. MISCELLANEOUS

Clauses 7, and 9 to 12, as applicable, of the Agreement shall apply *mutatis mutandis* to this DPA.



- APPENDIX 1 - SPECIFICATION -

Instruction for the Processing of Personal Data

1. Subject Matter & Purpose of Processing

Processing of Players' IP address and Player ID in order to fulfil the obligations deriving from the Agreement, including but not limited to verification and investigation of game-play data, software debugging purposes.

The Processor is not entitled to process the Personal Data for any other purposes

2. Duration of processing

See Clause 11.1 of the Agreement

3. Type/Categories of Personal Data being processed

- Player's IP address,
- Player's ID,
- Transactional data of players within the games

4. Categories of Data Subjects involved in the processing

The categories of individuals that the personal data to be processed under this Annex concern:

- Licensee's Players

5. Categories of processing activities

The Processor will carry out processing activities on the Controller's behalf in order to fulfil the Agreement and the categories of the processing activities which will be carried out are as follows:

- Analysis of gaming behaviour
- Performance of marketing activities
- Analysis of transactional data

6. Places where the processing activities are carried out

The processing shall be carried out within EU/EEA.

For the Processor to be allowed, either on its own or by the use of sub-processors, to process the personal data outside of the EU/EEA area, Clause 5 of this DPA shall apply.

7. Ongoing Erasure of Personal Data

7.1 Under the Data Protection Legislation, Personal Data must be deleted as soon as the



purposes of the processing for which the data was collected have been fulfilled, unless it follows from the requirements of other legislation that the personal data must be stored for a certain time period before being deleted.

- 7.2 The Personal Data that the Processor processes as data processor within the scope of the assignment under the Agreement shall be deleted by: *the Processor*.
- 7.3 Deletion shall take place: *Manually*.
- 7.4 Deletion shall take place: *According to Applicable Data Protection Legislation*.
- 7.5 The Processor is aware of that – in the event that the processing of Personal Data is based on the consent of the individual – deletion of Personal Data must take place if the consent for the processing is withdrawn. Controller shall notify Processor if such consent is withdrawn. The same obligation applies if the individual objects to processing that is based on a balancing of interest and there is no overriding legitimate interest for the processing in accordance with article 17 c) of the GDPR.

8 Sub-Processors

Upon request, the Processor shall without undue delay provide the Controller with the list of any sub-processors which already has in place with and the list of the countries where those sub-processors will transfer the Licensee Personal Data.

9 Technical and Organisational Security Measures

The Processor shall comply with the following technical and/or organisational security requirements:

- The security requirements stipulated in the Agreement, as they may be updated over time;
- The Processor shall be entitled to anonymise Personal Data of the Data Controller, whereby such data shall be aggregated within certain non-identifying criteria, and all references to individual Data Subjects shall be deleted, and such data shall no longer constitute Personal Data, and in such circumstances the Processor shall retain such data in aggregated form for statistical, research and/or benchmarking purposes only. The Data Processor shall inform the Data Controller before anonymising the Personal Data of the Data Controller. If the Data Processor is requested by the Data Controller to erase the Personal Data of the Data Controller, the Data Processor shall not be allowed to anonymise any Personal Data from the Data Controller from that moment on and can only proceed to destroy or erase all Personal Data of the Data Controller;
- Being able to ensure to the best of its Licensors abilities that availability and access to personal data is restored without undue delay in case of technical incidents;
- Ensure continuous secrecy, integrity protection and availability in the systems and services used by Processor when processing the personal data, e.g., by implementing

a technical system for monitoring and logging access to personal data, control authorisation and thereby regulate the access to personal data in order to ensure that only persons who that need to process the personal data have access to the data;

- Log the history of activities in relation to personal data, such as reading, changing, copying or erasing data;
 - Have an established process and routine for performing testing regularly and thereby evaluating the efficiency in the technical and organisational measures taken in order to continuously being able to ensure the security of the processing; and
 - Have an established process to ensure awareness amongst its staff about the need to protect personal data, by providing clear instructions as regards the handling of passwords, use of hardware, systems etc.
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