

Software License Agreement

This Software License Agreement ("**Agreement**") is made effective as of the last date in the signature box below ("**Effective Date**"), by and between:

Interactive Global Entertainment B.V., a company incorporated under the laws of Curacao, company number 153827 with a registered address at Dr. M. J. Hugenholtzweg 25, Curacao ("**Licensor**"), and

Winlink B.V., a company registered under the laws of Curacao under company number 154346, the registered office of which is at Kaya Richard J. Beaujon Z/N Landhuis Joonchi II, Curacao ("**Licensee**"),

are collectively referred to herein as the "**Parties**" or individually a "**Party**".

WHEREAS,

A. The Licensor has the right to license and provide the online casino games software, platform, and applications as described in Schedule A attached hereto ("**Software**") and

B. The Licensee desires to acquire a license to use such Software for its business, and the Licensor is willing to grant the Licensee such license, on the terms and subject to the conditions outlined in the Agreement and in Schedule B attached hereto and made a part hereof.

NOW, THEREFORE, in consideration of the premises and mutual covenants in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

Except as defined elsewhere in the Agreement, capitalized terms that are used in the Agreement are defined below:

1.1 "**Commercial Launch Date**" means the date upon which the Licensed Software is first made available by the Licensee to the public for real money wagering.

1.2 "**Confidential Information**" means, pertaining to either Party, any confidential or proprietary information of whatever nature and in whatever form relating to the party disclosing it or any of its affiliates ("**Disclosing Party**") or any of its customers, suppliers, or providers which is not publicly available.

1.3 "**Derivative Work**" means a work that is based upon one or more pre-existing works and for material subject to trade secret or protection or confidentiality obligations: any new material relating to and derived from such existing trade secret material or Confidential Information.

1.4 "**Documentation**" means user manuals, documents, drawings, and other written or electronic materials pertaining to the Licensed Software which were prepared and/or provided by the Licensor, including Specifications and Licensor Modifications, if any.

1.5 "**End User**" means a customer who utilizes the Licensee's Online Gaming Platform and related services operated on the Licensee's Website using the Licensed Software.

1.6 "**Game**" means the games listed on Schedule A.

1.7 "**Gaming Server**" means the server(s) belonging to and hosted by or on behalf of the Licensor, upon which the Licensed Software is installed to perform following the Agreement, which is linked via the internet to the Online Gaming Platform. "**Gross Gaming Revenue**" or "**GGR**" means such sum as shall be calculated in any calendar month, in respect of all Games as the aggregate of Casino Bets less Casino Winnings, where:

a) "**Casino Bets**" means all sums wagered by End Users on the Games in that month

b) "**Casino Winnings**" means all winnings by End Users participating in any of the Games during that calendar month (for the avoidance of doubt, this shall not include any jackpot winnings by End Users).

1.8 "**Intellectual Property Rights**" means, pertaining to either Party, all intellectual property rights, including, but



not limited to:

- a) trademarks, service marks, trade dress, trade names, corporate names, logos and slogans (and all translations, adaptations, derivations, and combinations of the foregoing), whether registered or not, and Internet domain names, together with all goodwill associated with each of the foregoing
- b) copyrights and copyrightable works
- c) registrations, applications, and renewals for any of the foregoing
- d) trade secrets, Confidential Information, and know-how (including but not limited to ideas, formulae, compositions, manufacturing and production processes and techniques, research and development information, drawings, specifications, designs, plans, proposals, technical data, financial and accounting data and related information) and
- e) all other intellectual property rights.

1.9 **"Licensed Software"** means the online gaming Software.

1.10 **"Licensee's Website"** means:

- a) the website operated and controlled by the Licensee at winity.com ("**Website**"), and
- b) any replacement or successor of such Website or additional website on which End Users can access Licensee's Online Gaming Platform and related services to be pre-approved by Licensor in writing.

1.11 **"Online Gaming Platform"** means the Licensee's internet gaming system and related services operated on the Website, connected to the Licensed Software under the rights granted, and subject to the conditions outlined in the Agreement.

1.12 **"Specifications"** means the specifications of the Licensed Software set forth on the Licensor's website.

1.13 **"Excluded Territories"** means a jurisdiction, country, state, province, region, or other political subdivision as set out in Schedule E in which the use, offering to users, development, distribution, offering for sale, selling, advertising, promotion, or other exploitation of the Licensed Software is prohibited.

For the avoidance of doubts, any jurisdictions or territories may be added and designated as Excluded Territories by the Licensor (at the Licensor's sole and absolute discretion) from time to time by prior written notice to the Licensee.

1.14 **"Software License Fees"** means the payments that the Licensee shall pay to the Licensor hereunder, as described in Section 5.1 below.

2. GRANT OF LICENSE

2.1 Subject to the terms and conditions of the Agreement, the Licensor grants to the Licensee, and Licensee hereby accepts, a limited, revocable, personal and non-transferable, non-exclusive, worldwide (except for the Excluded Territories), royalty-bearing license ("**License**") to use and:

- a) operate the Licensed Software on the Licensee's Online Gaming Platform in connection with the operation of the Licensee's Website, and
- b) grant to an unlimited number of End Users the non-exclusive, limited, and revocable sublicenses to the Licensed Software for personal and non-transferable use through the Licensee's Website only while connected to the Online Gaming Platform ("**Licensed Rights**").

2.2 During the License Term, the Licensor may provide the Licensee with modifications or updates to the Licensed Software ("**Licensor Modifications**") with reasonable notice. If the Licensor provides the Licensee with Licensor Modifications, the Licensee undertakes to promptly take and perform all actions required in order to successfully launch



and support such Licensor Modifications within no later than thirty (30) days following the delivery of the Licensor Modifications.

2.3 Subject to Licensor granting Licensee thirty (30) days prior written notice, if applicable, Licensor reserves the right at its sole discretion to suspend the provision of the Licensed Software (temporarily or permanently) in the event of the occurrence of ("**Suspension Event**") the issuance by any competent authority of an order which compels Licensor to cease providing the Licensed Software to Licensee.

2.4 The Licensee shall grant the Licensor the non-exclusive, limited, free of charge, revocable, non-transferable, worldwide (except for the Excluded Territories) license to use the Online Gaming Platform for the Gaming Server to be integrated into the Online Gaming Platform on the terms hereof, to enable the End Users to utilize the Games through the Online Gaming Platform.

3. LICENSEE RIGHTS AND RESTRICTIONS

3.1 The Licensor reserves the right, at its sole discretion and at any time, to remove any Game from the Licensed Software, and where reasonably practicable, the Licensor will notify the Licensee in writing prior to the effective date of the removal of a Game from the Licensed Software.

4. RESERVATION OF RIGHTS

4.1 The Licensee acknowledges that not all Licensed Software provided under the License may be available in all territories, languages, and/or currencies as may be updated by the Licensor from time to time.

4.2 Other than the rights explicitly granted herein, the Licensee shall have no other rights, express or implied, in the Licensed Software (or any other Intellectual Property Rights of the Licensor). Without derogating from or limiting the generality of the foregoing, the Licensee shall not:

- a) download or make any copies of the Licensed Software or
- b) exploit any Licensed Software's Derivative Works or
- c) include any hate literature or any other obscene, or illegal or harmful material on the Website.

4.3 The Licensee hereby acknowledges and agrees that the Licensor is duly licensed to use any and all rights, titles, and interest in and to (the Gaming Server and) the Licensed Software and any and all updates or upgrades thereof, even if developed by Licensor based on ideas, suggestions, Specifications, demands or proposals by Licensee (or anyone on its behalf), End Users, or any other third party.

The Licensee hereby irrevocably and unconditionally assigns to the Licensor and shall procure an identical assignment from any and all End Users all rights, titles, and interests it or its End Users may have or may acquire in and to all such rights and all the foregoing.

5. CONSIDERATION; REPORTS; AUDIT

5.1 In consideration of the Licensed Rights, the Licensee shall timely pay the Licensor the monthly Software License Fees, as set forth in Schedule B attached hereto.

5.2 The Licensee shall be solely responsible for billing and collecting payments from End Users (including paying End Users where applicable) any and all revenues derived, directly or indirectly, from the operation of the Licensed Software under this Agreement.

5.3 The Licensee shall maintain complete and accurate books and records relating to this Agreement, which books and records shall contain sufficient information to permit the Licensor to confirm with accuracy all activity related to the Licensed Software on the Licensee's Website.

The Licensee shall retain all such records for at least three (3) years following the end of the License Term.



- 5.4 The Licensors may, at any time during the License Term and during the three (3) years thereafter:
- a) inspect any existing online facilities on which the Licensed Software is installed in connection herewith and
 - b) inspect and audit the Licensee's books, accounting records, existing facilities, or procedures
 - c) the Licensors shall be solely responsible for any costs associated with such audit, provided that if the Licensors' audit reveals a shortfall in the Software License Fees the Licensee paid to the Licensors of at least 10%, the Licensee shall bear the reasonable costs of the Licensors' audit.
- 5.5 The Licensee shall ensure that it or anyone acting on its behalf promptly bring to the attention of the Licensors any information it shall have regarding the improper or wrongful use of the Licensed Software, or Licensors' name, logo or other Intellectual Property Rights, or any information which is or may be material in relation to the support of the Licensed Software or the Online Gaming Platform.

6. SUPPORT AND MAINTENANCE

- 6.1 The Licensors shall provide the Licensee with the following support and maintenance services:
- a) e-mail support to Licensee support@iglobalgames.com
 - b) online support and
 - c) online training and instruction in a manner and scope agreed upon by the parties.
- 6.2 The service level agreement ("SLA") lists all the service level terms, as per the defect categorization based on the SLA annexed hereto as Schedule F.

7. TERM AND TERMINATION

- 7.1 The Agreement shall have an initial term of twenty-four (24) months from the Effective Date ("Initial Term"). It shall automatically renew for successive twelve (12) month periods unless either party provides written notification to the other party at least ninety (90) days prior to the expiration of the Initial Term or any renewal thereof (the Initial Term and any renewal of this Agreement thereafter shall collectively be referred to as the "License Term").
- 7.2 Subject to Schedule B, the Agreement may be terminated with immediate effect:
- a) by either Party, in the event the other Party has committed a breach of the Agreement, including any violation of the representations and warranties given herein, which has not been cured within fourteen (14) calendar days following notice thereof by the non-breaching Party, unless a longer cure period has been agreed by the Parties in writing, email sufficing
 - b) by either Party if the other Party files a petition of any type as to its bankruptcy, is declared bankrupt, becomes insolvent, makes an assignment for the benefit of creditors, or goes into liquidation or receivership or otherwise loses control over all or substantially all of its business
 - c) immediately upon notice by the Licensors, in the event the Licensee has used or attempted to use the Licensed Software in any manner or form that is illegal or accepted or attempted to accept players or wagers from any Excluded Territories or
 - d) by mutual written consent of the Parties
 - e) each Party shall have the right to terminate the Agreement without reason by providing 30 (thirty) days prior written notice to the other Party.

- 7.3 Upon the expiration or earlier termination of this Agreement for any or no reason, the Licensee shall immediately:



- a) and automatically have no further right to exercise any of the rights licensed or granted to the Licensee under the Agreement and
- b) cease all use of the Licensed Software and return to the Licensor all copies of the Licensed Software and the Documentation in its possession or control.

8. INTELLECTUAL PROPERTY

8.1. All Intellectual Property Rights, title, and interest in and to the Licensed Software, code, and logic that describes and/or comprises the Licensed Software, the Licensor Modifications, and the Documentation, including any and all modifications and additions thereto, including copyright, patent rights, trade secrets and all other intellectual property rights, shall at all times remain the sole property of the Licensor.

The Licensee agrees not to challenge any Intellectual Property Right reserved for the Licensor under the Agreement.

The Licensee accepts that any use or disclosure of the Licensed Software, or its algorithms, protocols, or interfaces, other than in strict accordance with the Agreement, may be actionable as a violation of the Licensor's copyrights, patents, trade secrets, and/or other rights and may be subject to civil and/or criminal action in multiple jurisdictions.

The Licensee shall notify the Licensor immediately if the Licensee becomes aware of any unauthorized use of the Licensed Software or the Documentation or of any infringements or suspected infringement of the Licensor's copyrights, trademarks, or other Intellectual Property Rights in or in relation to the Licensed Software.

8.2. Other than the Licensed Rights, the Licensee acquires no rights whatsoever in connection with the Licensed Software, including, without limitation, the Licensor Modifications and any component thereof, and/or with the Documentation. It is expressly agreed that the ownership of all rights, titles, and interests in the Licensed Software and any copies thereof, as well as any Intellectual Property Rights associated therewith, is and shall remain vested solely in the Licensor and shall be owned solely and exclusively by the Licensor.

8.3. Any Intellectual Property Rights owned or controlled by either Party prior to the Effective Date of the Agreement or acquired by such Party independently shall, at all times, continue to be owned or controlled by said Party.

8.4. Except as expressly permitted by this Agreement, or specifically authorized in writing and in advance by the Licensor, the Licensee shall not, and shall not permit others to use, copy, modify, create Derivative Works from or distribute the Licensed Software, any part of it, or any copy, adaptation, transcription, or merged portion of it, decode, reverse engineer, disassemble, decompile or otherwise translate or convert the Licensed Software or any part of or remove any copyright, proprietary or similar notices from the Licensed Software (or any copies of it) or combine the Licensed Software with any unauthorized third-party software.

9. CONFIDENTIAL INFORMATION

9.1. Each Party represents and warrants that it will:

- a) hold Confidential Information in confidence and protect the Confidential Information
- b) not make any use of the Confidential Information, save as provided for under the Agreement
- c) restrict disclosure of Confidential Information solely to those of its employees or consultants with a need to know, and will advise in writing those of its employees and consultants to whom the Confidential Information is disclosed of their obligations under this Agreement with respect to the Confidential Information and shall be responsible and liable for any breach of confidentiality by such employees or consultants
- d) return all Confidential Information made available hereunder, including copies thereof, to the Disclosing Party or, at the Disclosing Party's written request, destroy the same (as certified to the Disclosing Party) at the earlier of the first written request of the Disclosing Party, or the termination or expiration of the Agreement for any or no reason.



9.2. The confidentiality obligations of each Party under the Agreement will not extend to any information that such Party can demonstrate:

- a) was in the public domain prior to the date of coming into force of this Agreement or entered the public domain after that date through no wrongful act or default of the Receiving Party
- b) it is already known to or in the possession of the Receiving Party free of any obligation to keep it confidential at the time of disclosure, as shall be demonstrated in writing by the Receiving Party
- c) has been explicitly approved for release by prior written authorization of the Disclosing Party
- d) has been disclosed pursuant to a duty under applicable law, provided, however, that in such an event, as soon as practical after receiving the order or requirement of a court, administrative agency, or other governmental body, the Receiving Party shall give the Disclosing Party a written notice of such order or requirement and in any event such notice shall be prior to the disclosure of such information.

10. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

10.1. Each Party represents and warrants to the other Party that:

- a) it is duly incorporated and validly existing under the laws of the jurisdiction in which it is incorporated
- b) it has, as well as its authorized representative, full power and authority to enter into and perform this Agreement
- c) to the best of the Party's knowledge, it has no actions or proceedings pending or threatened against it before any court tribunal or governmental body agency or authority which may adversely affect its ability to perform its obligations hereunder
- d) the Agreement, when executed, will constitute the valid, lawful, and binding obligations of it, enforceable against it following its terms
- e) it shall comply with all applicable laws and regulations with respect to its activities under this Agreement; and
- f) at any time during the License Term, it has and will maintain all necessary licenses, approvals, consents and permissions, including license to operate and/or offer the Games, as applicable, necessary for the performance of its obligations under this Agreement

10.2. The Licensee warrants, represents, and undertakes to the Licensor all of the following:

- a) the Licensee is solely responsible for obtaining all necessary licenses or permits in order to organize its services and offer its products based on the Licensed Software. The Licensee represents and warrants that the offering of the products based on the Licensed Software to End Users will be provided under all applicable laws and regulations.

The Licensee shall indemnify, defend, and hold the Licensor harmless from and against all liabilities, costs, damages, and expenses arising from the Licensee's lack of compliance with applicable laws and regulations, including, but not limited to, the lack of necessary licenses or permits in the respective jurisdiction where the Licensee is offering its services its products based on the Licensed Software. That same shall remain in full force and effect and be valid during the License Term.

- b) the Licensee acknowledges and agrees that the Licensor, from time to time, may update, modify, and/or upgrade the Licensed Software and/or any part thereof. In such case, the rendering of access to the Licensed Software or any part thereof may be suspended by the Licensor, and the Licensee shall have no claims and/or demands whatsoever with respect thereto provided a written notice be issued by the Licensor.

- c) in the event that the Licensor suspects fraud and/or money laundering activity, the Licensor may, upon



prior written notification to the Licensee, suspend the provision of the Licensed Software under the Agreement and require the Licensee to investigate. If the Licensor shall, for any reason, be found liable by a court of competent jurisdiction to be connected with the above fraud and/or money laundering activity, the Licensee shall, as soon as possible, indemnify the Licensor for all direct expenses, losses, and liabilities incurred by it in connection with the foregoing.

d) the Licensee shall adopt and display on the Licensee's Website terms of use, which shall regulate the relationship between the Licensee and each End User with respect to the Licensed Software ("EULA"). The EULA shall contain provisions that exclude the Licensor and its associates, affiliates, parent, and subsidiary corporations from all liabilities related to the End Users' use of the Licensed Software.

e) the Licensee shall ensure that each End User complies with the warranties, representations, and obligations set forth under this Agreement (as if it were the Licensee) and shall remain responsible to the Licensor for any breach of this Agreement by any End User as if it were the breaching End User.

f) that all the information provided by the Licensee, as requested by the Licensor in the KYC documentation request submitted by it to the Licensee prior to and as a condition to entering into this Agreement, as attached hereto as Schedule C, is true and accurate and shall remain true and accurate throughout the License Term as described in Section 7 above.

10.3. The Licensor warrants, represents, and undertakes to the Licensee all of the following:

- a) that it has the appropriate permits and authorizations to the extent required in order to carry out its obligations under the Agreement. That same shall remain in full force and effect and be valid during the License Term
- b) subject to SLA, it shall, upon becoming aware of any such technical issues, promptly advise Licensee of any material technical errors, bugs, and other issues with the Games, Software and/or the Gaming Server, including any Defects, with any related software and API provided under this Agreement, and/or with any services provided under the Agreement
- c) (subject to clause 10.6 below), it is the rightful owner, or had obtained the right from the rightful owner, to grant rights to the Intellectual Property Rights, Games, Software, Gaming Server, and any other software, API or service provided under this Agreement, and that such rights allow Licensor to sub-license or otherwise lawfully provide these rights to Licensee and
- d) the Games and Software are, and shall for the duration of the Agreement, comply with all applicable regulatory requirements for the relevant jurisdictions. The Licensor agrees to provide documentary proof of such compliance on the Licensee's request.

10.4. If the Licensed Software does not perform substantially following the Documentation ("Defect"), the sole remedy available to the Licensee is to provide the Licensor with a written notice specifying the details of the Defect and require the Licensor to make its best efforts to correct such Defect in the Licensed Software. In the event that despite the Licensor's best efforts, such Defect is not fixed within sixty (60) days, and subject to the provisions of Section 10.4 not applying to such event, the Licensee's sole remedy shall be to terminate this Agreement with immediate effect (following such sixty-day period).

10.5. The Licensor shall not be liable for any Defect to the extent it results from:

- a) any use of the Licensed Software which is not following the Documentation and the Agreement
- b) any modification or installation of the Licensed Software not explicitly authorized in writing and in advance by the Licensor or
- c) any failure of electric power or environmental control systems, failure of hardware, software, or other products or services not supplied by the Licensor.

Under the Agreement, the Licensor will not be liable for any Licensed Software malfunction unless the Defect results in

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Erroneous Winnings and only following Section 13. In addition, the Licensor shall not incur any liability for not performing any act or fulfilling any obligation hereunder by reason of the Force Majeure Event.

"Force Majeure Event" may include, but is not limited to, acts of God or the public enemy, fires, floods, epidemics, riots, governmental acts and actions, quarantine restrictions, strikes, freight embargoes, earthquakes, electrical outages, cloud downtime, computer or communications failures, and severe weather.

10.6. To the Licensor's knowledge, the Licensed Software does not infringe the copyrights or trademarks of any third party. If a claim is being made against the Licensee that the Licensed Software infringes the rights of any third party, provided that the Licensee has immediately notified the Licensor in writing of such claim, the Licensor shall, at its sole and absolute discretion, either:

- a) procure for Licensee the right to continue using the Licensed Software or
- b) modify the Licensed Software so that it is non-infringing, or procure a replacement product that has substantially the same functionality, or if the foregoing options are not reasonably practicably
- c) terminate the Agreement, provided that once the Licensor shall perform any of the foregoing, the Licensor shall have no further liability to the Licensee in connection with the foregoing.

10.7. The Licensed Software is provided on an "AS IS" basis, without any warranty of any kind. Further, save as set out in this Agreement, Licensor does not warrant results of use, that the Licensed Software is bug or error-free or will be protected against viruses or any network intrusion or security breach, that the Licensed Software will function at all times, that the Licensed Software will not have or make errors, or that its use will be uninterrupted.

11. TRADEMARKS, SERVICE MARKS AND TRADE NAMES

11.1. The Licensor grants to the Licensee the worldwide, limited, revocable, non-exclusive, non-transferable, non-sublicensable right to use the Licensor's trade names, service marks, and any trademarks of which Licensor is the registered owner or which Licensor may obtain in the future ("**Licensor Trademarks**") only as they are incorporated into the Licensed Software, only during the License Term, and solely in connection with and following the Agreement.

11.2. In order to comply with all of the Licensor's quality control standards, the Licensee will:

- a) at all times, use the Licensor Trademarks solely in compliance with all relevant laws, rules, and regulations, and
- b) not modify any of the Licensor Trademarks in any way or form whatsoever and not use any of the Licensor Trademarks on or in connection with any goods or services other than as specifically set forth in this Agreement.

12. LIMITATION OF LIABILITY

12.1. In no event will either Party or any affiliate, parent, or subsidiary corporation, including any of its directors, officers, employees, or authorized representatives, be liable to the other Party or any other person or entity for any indirect, special, consequential or punitive damages arising out of the Licensed Software or the Agreement or other material whether in action in contract or tort whether or not the Party has been advised of the possibility of such damages.

12.2. If the Licensor's performance of its obligations under the Agreement is prevented or delayed by any unreasonable or unjustifiable act or omission of the Licensee, or employees, and or failure of the Licensee's equipment or services, then the Licensor will not be liable for any costs, charges or losses sustained or incurred by the aforementioned entities that arise from such prevention or delay.

12.3. Without derogating from the foregoing, and subject to section 12.4, the maximum aggregate liability of either Party or any affiliate, parent, or subsidiary corporation for any and all liability arising in connection with the Agreement in respect of a single occurrence or a series of occurrences, shall in no circumstance exceed EUR 200,000 ("**Limit of**



Liability”).

12.4. Section 12.3 shall not apply with respect to any and all liability of the Licensee arising in connection with:

- a) alleged or actual infringement of Licensor's Intellectual Property Rights
- b) breach of section 5 or Schedule B
- c) breach of Article 10.2 (a), which shall be limited to seven hundred thousand euros (EUR 700,000).

12.5. Article 12.3. shall not apply with respect to any and all liability of the Licensor arising in connection with:

- a) breach of Article 10.3. (a) and (d) which shall be limited to seven hundred thousand euros (EUR 700 000)
- b) Erroneous Winnings which shall be limited to seven hundred thousand euros (EUR 700 000), which shall be total and aggregated for all occurrences of Erroneous Winnings.

13. INDEMNIFICATION

13.1. The Licensee shall, upon the Licensor's first written request, indemnify and hold harmless the Licensor and each of its respective successors, assigns, including their officers, directors, and employees (all of the foregoing "Indemnified Licensor") from and against all claims (including all reasonable legal fees and expenses) of any kind whatsoever (all of the foregoing a "Claim") against any Indemnified Licensor as a result of or in connection with Licensee's breach of the Agreement, or arising out of claims brought by Licensee's End Users of or visitors to the Licensee's Website or any third party, and/or brought under any law and will hold Indemnified Licensor harmless from any damages (including all reasonable legal and attorney fees and related costs) related to or resulting from such Claim.

The Licensee's obligations under this Section 13.1 shall be subject to the Limit of Liability, save for Claims arising in connection with:

- a) alleged or actual infringement of Licensor's Intellectual Property Rights and
- b) a breach of Section 5 or Schedule B, which shall remain uncapped.

The Licensee's obligations under this Article 13.1. shall be subject to a limit of liability of seven hundred thousand euros (EUR 700 000).

13.2. The Licensor shall, upon Licensee's first written request, indemnify and hold harmless Licensee and each of its respective successors and assigns, including their officers, directors, and employees (all of the foregoing "Indemnified Licensee") from and against all claims (including all reasonable legal fees and expenses) of any kind whatsoever (all of the foregoing a "Claim") against any Indemnified Licensee arising out of claims:

- a) that the Licensed Software infringes any Intellectual Property Right of any third party or
- b) Licensor's breach of its obligations, representations, or warranties of the Agreement, including clauses 10.3 (a) and/or (d).

The Licensor's obligations under this Article 13.2. shall be subject to the limit of liability of seven hundred thousand euros (EUR 700 000).

13.3. **Indemnification for Erroneous Winnings.** For the purpose herein, "Erroneous Winning(s)" means a payment to the End Users of the Casino Winnings as a result of a malfunction of the Licensed Software, and solely to the extent that, as determined following the Big Win Notification process (as defined below).

Notwithstanding anything herein, in the event of an actual Erroneous Winning or where either Party believes that an Erroneous Winning may have occurred, the Licensee shall mitigate its losses, including (to the extent possible) by suspending or removing from play any such Game immediately after either Party becomes aware of, or is notified of any suspected or actual malfunction.



13.4. Immediately following the Licensee's discovery of, or receipt of notification of, a Big Win and prior to any payment to the End User of such Big Win, the Licensee shall notify the Licensors (but no later than 5 business days after such discovery or notification) in order for Licensors to determine whether the Big Win reported is due to a malfunction in the Game, and has resulted in the award of the Erroneous Winnings ("**Big Win Notice**").

The Licensors shall notify the Licensee within three (3) business days of receiving such Big Win Notice if the Big Win was a result of an Erroneous Winning and shall provide the Licensee with its written approval or disapproval of any payment of the Big Win to the End User ("**Approval**" or "**Disapproval**", respectively).

13.5. "**Big Win**" means any award notified to an End User resulting from the Games which either:

- a) exceeds EUR 10,000 or
- b) a single win or a series of winnings that, acting reasonably, would identify an unregular betting pattern or be deemed to be due to a defect or error in the Game which may result in an Erroneous Winning.

13.6. Notwithstanding the foregoing, the Licensors shall not be liable for any such Erroneous Winning to the extent that:

- a) the Licensee has failed to inform the Licensors of any such Erroneous Winning, suspected defect or error that may result in such erroneous payment upon becoming aware of such defect and/or error
- b) the Licensee could have mitigated its losses, including without limitation, by including applicable provisions in its Terms and Conditions
- c) the End User has withdrawn such funds from its account and were accessible to the Licensee upon the Licensee becoming aware of such erroneous payment or
- d) the Licensee has failed to promptly provide the Licensors with such Big Win Notice
- e) the Licensee paid the Erroneous Winning to the End User regardless of the Licensors' Disapproval of the payment.

In the event that the Licensors have given its prior written Approval for an order or payment to an End User which, after such Approval, was found to be erroneous due to a Defect in the Licensed Software, the Licensors shall indemnify the Licensee for the payments made to End Users as a result of such Defect, subject to the limitation of liability under Section 12.5(b).

13.7. Nothing in this Section 13 shall be deemed to limit either Indemnified Licensors' or Indemnified Licensee's right to pursue any other remedy it may have in connection hereof, either in contract, law, and/or equity.

14. ANNOUNCEMENTS

14.1. Neither Party shall issue or make any public announcement or disclose any information regarding the Agreement unless prior written consent has been obtained from the other Party.

15. PROMOTION AND MARKETING

15.1. Both Parties shall act in good faith in order to optimize the promotion and marketing of the Software for both Party's benefit.

16. MISCELLANEOUS

16.1. **Entire Agreement.** The Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, and negotiations, both written and oral, between the parties with respect to the subject matters hereof.



16.2. **Relationship of Parties.** The Agreement does not create any relationship of agency, partnership, joint venture, or employment between the parties. The Licensee and the Licensor enter into the Agreement as independent contractors.

16.3. **Rights of Third Parties.** The Agreement is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

16.4. **Amendments; No Waivers.** The Agreement and any provision therein may be amended solely by a written instrument signed by both parties hereto. No failure or delay by either party in exercising any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

16.5. **Survival.** The provisions of Sections 4, 5, 7.3, 8, 9, 12, 13, 16.5, 16.9, 16.10, 16.12, and Schedule D to the Agreement shall continue in full force and effect and shall survive the termination or expiration of the Agreement for any or no reason.

16.6. **Expenses.** Each party shall bear its own respective costs and expenses related to the Agreement.

16.7. **Data Protection.** The Licensee hereby undertakes to comply with any applicable Data Protection and privacy requirements insofar as the same relates to the provisions of this Agreement. The Parties undertake to execute and comply with the Data Processing Agreement annexed hereto at Schedule D.

16.8. **Successors and Assigns; Assignment.** The Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. The Licensee may not assign the Agreement without the Licensor's express prior written approval, and any such attempted assignment will be void and of no effect.

16.9. **Governing Law and Jurisdiction.** The Agreement shall be governed by and construed following Curacao law. The Parties hereto irrevocably agree that the courts of Curacao shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement.

The Parties hereto irrevocably waive any claim that any proceedings in the Curacao courts under this Section 15.9 have been brought in an inappropriate forum.

16.10. **Severability.** If one or more provisions of the Agreement are held to be unenforceable under applicable law, such provision shall be excluded from the Agreement, and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable under its terms.

16.11. **Captions.** The captions herein are included for convenience of reference only and are to be ignored in the construction and interpretation of the Agreement.

16.12. **Notices.** All notices and other communications hereunder shall be in writing and shall be deemed given upon actual delivery if and when delivered personally or by a commercial delivery service or ten (10) days after being mailed by registered or certified mail (return receipt requested) or one (1) Business Day after being sent via facsimile or by e-mail (with confirmation of receipt) at the addresses first set forth above, or at such other address of a party as shall be specified by such party in a written notice delivered by such party to the other party under this Section 16.12.

A "Business Day" shall mean any day not falling on a Saturday, Sunday or any Public Holiday in Curacao.

Interactive Global Entertainment B.V.'s certified email address shall be:

Legal issues	legal@iglobalgames.com and ron@iglobalgames.com and oleksandr@iglobalgames.com
Erroneous Winnings	support@iglobalgames.com and legal@rubyplay.com
Financial issues	finance@iglobalgames.com



General issues	support@iglobalgames.com and legal@rubyplay.com and ron@iglobalgames.com and oleksandr@iglobalgames.com
-----------------------	---

and Winlink B.V. shall be compliance@winity.com and limassol@oneworldweb.net.
and with copy to winlinkbv@g-force-corporate-services.com

The Parties agree to use certified email addresses for official communications.

16.13. **Counterparts.** The Agreement may be executed at one or more times and in any number of counterparts.

IN WITNESS WHEREOF, the Parties hereto have set their hands and executed the Agreement by their duly authorized officers as of the Effective Date.

Winlink B.V.

Interactive Global Entertainment B.V.

Name: Guardian Corporation Curaçao B.V.

Name: Virae Management B.V.

Title: Corporate Director

Title: Director

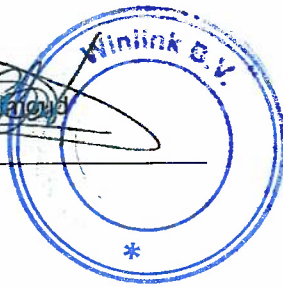
Represented by Gouloud Haffoud

Date Signed: 24 July 2025

Date Signed: 2025-08-14

Signature: _____

Signature: *V. Demir*



Schedule A

Software description and specifications

The Software shall consist of the following Games, which are all available on the Licensor's website, and any other games that the Licensor may make available from time to time upon prior written notice to the Licensee, except for bespoke and other exclusive Games.



Schedule B

1. Software License Fees

1.1 The Software License Fees shall be payable by the Licensee to the Licensors as follows. The Software License Fees to the Licensors shall be without deductions for any set-offs for any liability incurred to the Licensee, whether under the Agreement or otherwise, and whether such liability is liquidated or unliquidated.

1.2 Commencing on the Commercial Launch Date of the Licensed Software on the Licensee's Website and thereafter, the Licensee shall pay each month the following Software License Fees to the Licensors, calculated as a percentage of the monthly GGR generated by the Licensee from the use of the Licensed Software, as follows:

- **Threshold №1: eight percent (8%)**, plus any applicable Value Added Tax ("VAT"), of the monthly GGR generated by the Licensee for results equal to or less than two hundred thousand euros of monthly GGR (between EUR 0 and EUR 200,000.00 GGR)
- **Threshold №2: seven percent (7%)**, plus any applicable VAT, of the monthly GGR generated by the Licensee for results that are between two hundred thousand euros and five hundred thousand euros of monthly GGR (between EUR 200,000.01 and EUR 500,000.00 GGR)
- **Threshold №3: six percent (6%)**, plus any applicable VAT, of the monthly GGR generated by the Licensee for results above five hundred thousand euros of monthly GGR (above EUR 500,000.00 GGR).

Threshold	Amount of GGR	Software License Fee rates
1	EUR 0 – 200,000.00	Eight percent (8%)
2	EUR 200,000 – 500,000.00	Seven percent (7%)
3	Above EUR 500,000.00	Six percent (6%)

The GGR generated under the Agreement shall be the aggregate GGR of:

- a) the Licensee and
- b) the company Globonet B.V. (identification number -146296, registered office at: Kaya Richard J. Beaujon z/n, Curacao, Dutch Caribbean), which also entered into a similar license agreement with Licensors and is a similar and active licensee to Licensors, invoiced separately for their respective share of the aggregate GGR.

The above Software License Fee rates shall be applied in a collapsing manner. For the avoidance of any doubt and by way of example, if the Licensee generates together with Globonet B.V. (see above) 600,000 Euros of the monthly GGR, the Software License Fee rate of 6% shall be applied to the whole sum of the monthly GGR of each company.

1.3 There will be no negative loss carryovers from month to month.

1.4 To avoid any ambiguity, the applicable percentage shall be calculated monthly from the GGR generated by the Licensee as set forth exclusively by the reports provided by the Licensors.

2. Payment Terms

2.1 The Licensors shall invoice the Licensee the License Fees every month within ten (10) days of the end of each calendar month. The Licensee shall pay each invoice to the Licensors within no more than fifteen (15) days following the end of the calendar month for which such invoice was issued.

2.2 All payments under the Agreement shall be made in Euros. Should Licensee fail to make any payment in full on the due date under the Agreement, then, without limiting any of the Licensors' other rights and remedies in such event, the amount due shall carry interest at the rate of one point five percent (1.5%) per annum above the base rate of Barclays Bank Plc from time to time, accruing on a daily basis from the due date until the date of the actual full and complete



payment, whether before or after judgment and compounded monthly.

2.3 If the Licensor makes any effort to collect payments due under the Agreement, the Licensee shall be liable for all costs and expenses in connection with such collection efforts, including all legal fees.

2.4 The Software License Fees due to Licensor excludes all taxes (including VAT, where applicable), charges, duties, fees, excises, and/or tariffs ("**Taxes**"), and all Taxes shall be paid solely by the Licensee to the extent they shall apply at the rate prevailing at the same time as paying the Software License Fees.

2.5 If any deduction or withholding is required by law, the Licensee shall pay the Licensor such sum as will, after the deduction or withholding has been made, leave the Licensor with the same amount as it would have been entitled to receive in the absence of any such requirement to make a deduction or withholding.

2.6 If the Licensee is required by law to make a deduction or withholding, the Licensee shall, within five (5) Business Days of making the deduction or withholding, provide a statement in writing showing the gross amount of the payment, the amount of the sum deducted, and the actual amount paid.

3. Reports

3.1 Within ten (10) days of the end of each calendar month, the Licensor shall provide the Licensee with-or, if applicable, procure the provision to the Licensee of- a report with respect to the immediately preceding calendar month, specifying the following:

- a) the total revenues, winnings paid to End Users, and the GGRs pertaining to and generated from the Licensee's Online Gaming Platform by means of the Licensed Software and
- b) the calculation of the Software License Fees in respect of the immediately preceding calendar month.



Schedule C



KYC request will be sent to you separately with all information and supporting documentation.

Schedule D
Data Processing Agreement

This Data Processing Schedule forms part of your software license agreement ("**Principal Agreement**"), including any amendments or renewals thereof, as applicable. This Data Processing Schedule is effective as from the Effective Date of the Principal Agreement.

These terms are designed to ensure that processing carried out by the Licensor acting as a data processor ("**Data Processor**") on the Licensee's behalf, who is acting as the data controller ("**Data Controller**") meets all the requirements of the General Data Protection Regulation (EU) 2016/679 and other relevant and applicable data protection laws.

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS

In this Agreement, the following words and expressions will have the following meanings:

"Applicable Law/s"	shall mean the relevant data protection and privacy laws to which the Parties are subject in the Parties' relevant jurisdictions, including but not limited to the GDPR (as defined herein) and subsidiary legislation thereto and other EU data protection laws in force and enforceable in EU Member States, as may be amended, replaced or superseded from time to time;
"Confidential Information"	shall mean any information relating to the Parties' Personal Data, customers, clients, prospective customers, employees, and any other Data Subjects, and all other information relating to the Parties' business affairs including any trade or professional secrets, know-how and any information of a confidential nature imparted by one Party to the other as part of this Agreement or coming into existence as a result of the Parties' obligations, whether existing in hard copy form, in electronic form or otherwise, and whether disclosed orally or in writing.
"GDPR"	shall mean Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation);
"Personal Data"	means the Personal Data (as defined under the Applicable Law) being Processed from time to time under the terms of this Agreement, including as is more particularly described in Annex 1 to this Agreement.
"Sub-Processor"	means any third party appointed by the Data Processor following this Agreement.
"Supervisory Authority"	means the relevant supervisory authority with jurisdiction over the Processing of Personal Data and which is responsible for enforcing compliance with the Applicable Laws.

References to "Data Controller", "Data Subject", "Personal Data", "Personal Data Breach", "Process", "Processed", "Processing", "Data Protection Officer", and "Data Processor" have the meanings set out in, and will be interpreted in accordance with such Applicable Laws.

2. SCOPE

The Data Processor is hereby being appointed to Process Personal Data on behalf of the Data Controller, for the purpose of providing the Software (as defined in the Principal Agreement).

3. OBLIGATIONS OF DATA PROCESSOR



Insofar as the Data Processor processes Personal Data on behalf of the Data Controller in its capacity as a Data Processor, it shall:

- a) Process the Personal Data only in accordance with this schedule and Applicable Law(s);
- b) not Process the Personal Data other than on the prior written instructions of the Data Controller and solely for the purposes provided in Annex 1, unless Processing is required by Applicable Law to which the Data Processor is subject to, in which case the Data Processor shall inform the Data Controller without undue delay of that legal requirement.

Annex 1 to this schedule sets out all the instructions by the Data Controller to the Data Processor for the Processing of the Data Controller's Personal Data. The Data Controller may not make any amendments to the purposes of Processing in Annex 1 without prior mutual agreement in writing between the Parties;

- c) upon the written request of the Data Controller, and in so far as this is technically or legally possible, assist with appropriate technical and organisational measures (taking into account the nature of the Processing) for the fulfilment of the Data Controller's obligations to respond to requests from Data Subjects for access to, rectification, erasure or portability of Personal Data or for restriction of Processing or objections to Processing of Personal Data; it being understood that the Data Processor has no obligation to respond to any such data subject requests, unless expressly required by law; and
- d) give the Data Controller such assistance as it reasonably requests, and which the Data Processor is reasonably able to provide, aimed at ensuring compliance with the Data Controller's own security, Personal Data Breach notification, impact assessment, Supervisory Authority consultation obligations under the Applicable Law, and any other obligations under the Applicable Law, taking into account the information and means available to the Data Processor.

4. AUDIT AND INSPECTION BY THE DATA CONTROLLER

4.1 Subject to clauses 4.3 and 4.4 and to the extent permitted by the Applicable Law, the Data Processor shall, at the expense of the Data Controller, make available to the Data Controller such information in relation to the Personal Data as the Data Controller reasonably requests and the Data Processor is reasonably able to provide.

4.2 The Data Processor will further, subject to any relevant and applicable confidentiality obligation, and at the expense of the Data Controller, provide the Data Controller with access to any Personal Data relating to the performance of the Principal Agreement and assist with such audits, including inspections, reasonably requested by (or on behalf of) the Data Controller (and its internal or external auditors (the "Auditor")) to undertake the verification that the Data Processor complies with its obligations under this Agreement.

4.3 The Data Controller is entitled to conduct a visit or audit under clause 4.2 at the Data Controller's expense. In such case, the Data Processor may request a prior written notice of at least seven (7) business days from the Data Controller before conducting such audit.

Further, the Data Controller will be required to use (and ensure that its Auditors use) its best endeavors to avoid (or minimize) causing any damage, injury, or disruption to the Data Processor's premises, equipment, personnel, and business while the personnel of the Data Controller, or its Auditors are on the Data Processor's premises in the course of such an audit or inspection.

The Data Processor has no obligation to give access to its premises for the purposes of an audit or inspection:

- a) to any individual unless he or she produces reasonable evidence of identity and authority or
- b) for the purpose of more than one audit or inspection in any calendar year except in case of suspected fraud or
- c) if by doing so, the Data Processor breaches its statutory or regulatory or contractual duties, an order of a competent court or other authority applicable to the Data Processor.



4.4 For the avoidance of doubt, clauses 4.1 and 4.2 will not require, nor be deemed to require, the Data Processor to disclose to the Data Controller and/or its Auditors information of any kind previously disclosed to or otherwise held in confidence by the Data Processor on behalf of any of its other clients or business partners or other person in any capacity whatsoever ("**Protected Information**").

The Data Processor may, in its sole discretion, refuse access to the Controller and/or its Auditors to any systems (including databases or servers) and files belonging to or used by the Data Processor and containing such Protected Information, documents, or any other data, if and to the extent that it is impossible or impracticable for the Data Processor to grant access to such systems without compromising the protection, confidentiality or security of the Protected Information.

5. OBLIGATIONS OF THE DATA CONTROLLER

The Data Controller:

- a) shall be responsible for ensuring that it complies at all times with any and all obligations which it may have under the Applicable Laws and shall determine the purpose and means of Personal Data Processing
- b) shall remain ultimately liable towards its own Supervisory Authority and/or any other competent authority for the Processing of Personal Data
- c) shall remain fully responsible for informing its officers, directors, partners, managers, employees, investors, agents, or any other Data Subjects whose Personal Data was transferred to the Data Processor under the Principal Agreement about the Processing by Data Processor of the Personal Data relating to them, as well as about the rights available to them under Applicable Laws
- d) shall remain responsible to: (i) protecting the Data Subjects' rights pursuant to the Applicable Law; (ii) providing adequate information to the Data Subjects about the Personal Data, and, (iii) obtain their consent, if necessary or required, in line with the Applicable Law
- e) shall ensure that the Personal Data is Processed in a fair and lawful manner in conformity with all the provisions and obligations provided by the Applicable Law and warrants and represents that its Processing instructions given to the Data Processor shall not violate any Data Subject rights and
- f) warrants and represents that, to the extent required by the Applicable Laws, all relevant Data Subjects have consented to the disclosure of Personal Data (or categories of Personal Data) to be disclosed to the Data Processor under this Agreement and all relevant Data Subjects have been provided with the information required following the Applicable Law.

For the avoidance of doubt, the foregoing is without prejudice to the Data Processor's obligations under Applicable Law and this schedule.

6. DURATION AND TERMINATION OF THE AGREEMENT

6.1. This Agreement shall remain in force for as long as the Data Processor processes Personal Data on the instructions of the Data Controller or until the Principal Agreement expires or terminates, whichever is later.

6.2. Subject to clause 6.3, upon termination of this Agreement, Data Processor shall, as soon as reasonably practicable on receipt of a prior written request from the Data Controller, destroy or return to the Data Controller (at the Data Controller's election) any of the Personal Data Processed as agreed in this Agreement which is in the Data Processor's possession or under its control, and at the Data Controller's cost and expense.

If, within thirty (30) days from termination of this Agreement according to Clause 6.1, the Data Controller does not submit a written request to the Data Processor to destroy or return the Personal Data in line with this Clause 6.2, the Data Processor shall destroy the Personal Data without any further notice.

6.3. The Data Processor will not be required to destroy or return the Personal Data Processed as agreed in this



Agreement which the Data Processor is required to retain in accordance with any laws, regulations, and regulatory guidance applicable to the Data Processor or any of its affiliates, orders imposed on the Data Processor or an affiliate of the Data Processor by a competent judicial, governmental, regulatory or similar body, or that the Data Processor may have determined (to the extent permitted by law) to be necessary to protect and enforce its rights under the Principal Agreement.

7. TECHNICAL AND ORGANISATIONAL MEASURES

Data Processor shall implement and maintain all necessary technical and/or organisational measures as required by the Applicable Law (such as for instance, the ability to ensure the confidentiality, integrity, availability and resilience of Processing systems and services, the ability to restore the availability and access to Personal Data in a timely manner in the event of a Personal Data Breach, a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the Processing) to ensure the protection of the Personal Data Processed from any accidental or unlawful destruction, loss, deterioration, unauthorised disclosure or access and any other unlawful form of Processing or Personal Data Breach.

8. CONFIDENTIALITY

8.1. The Parties shall procure that all Confidential Information disclosed by any one Party to the other Party under this Agreement or which may at any time during the term of this Agreement come into the other Party's knowledge, possession, or control as a result of this Agreement, shall be kept secret and confidential and shall not be used for any purposes other than those required or permitted by this Agreement and shall not be disclosed to any third party without the consent of the other Party, to the extent permitted by law.

8.2. The Parties and their principals, agents, contractors, employees, processors, and/or Sub-Processor are only entitled to Process Confidential Information in the performance of this Agreement.

8.3. The Parties shall procure that their principals, agents, contractors, employees, processors, and/or Sub-Processors are made aware of and agree to comply with the obligations contained in this Agreement regarding the Personal Data and this confidentiality clause and that they shall take all reasonable steps to ensure that their principals, agents, contractors, employees, processors and/or Sub-Processor to whom the Personal Data is made available, shall comply with such obligations in carrying out the services in the Principal Agreement.

8.4. For the performance of the obligations in relation to this Agreement, the Parties shall only appoint such principals, agents, contractors, employees, processors, and/or Sub-Processors who are informed about all relevant data privacy obligations and who are instructed to comply with the confidentiality undertakings under this Agreement prior to performing their duties.

8.5. The Parties shall regularly train their employees to comply with their data protection and contractual obligations incumbent on them in this Agreement and in the Applicable Laws.

8.6. This clause shall survive termination of this Agreement.

9. PERSONAL DATA BREACHES AND REPORTING

9.1. Data Processor shall notify in writing the Data Controller, without undue delay, upon the Data Processor or any Sub-Processor becoming aware of any actual or suspected Personal Data Breach, including but not limited to, unauthorised, accidental or unlawful destruction or loss, damage, alteration, unauthorised disclosure or access to Personal Data stored or otherwise Processed, and against any and all other unlawful forms of Processing ("**Data Breach Notice**").

9.2. Data Processor shall provide the Data Controller with a written report on any and all information necessary in relation to the Personal Data Breach ("**Data Breach Report**"), including the:

- a) description of the nature of the Personal Data Breach including, the categories and approximate number of Data Subjects concerned and the categories and approximate number of Personal Data records concerned;



- b) communication of the name and contact details of the Data Protection Officer of the Data Processor or other contact point where more information can be obtained
- c) description of the likely consequences of the Personal Data Breach
- d) description of the measures taken or proposed to be taken by the Data Processor to address the Personal Data Breach, including measures to mitigate its possible adverse effects
- e) description of the initiatives undertaken or to be undertaken by the Data Processor to safeguard against future security Personal Data Breaches.

9.3. Where the Data Processor cannot provide the Data Breach Report at the same time as the Data Breach Notice, it shall without undue delay provide reasons in writing to the Data Controller for the delay and seek to provide the Data Breach Report without undue delay.

10. SUB-PROCESSORS

10.1. The Controller authorises the Processor to appoint Sub Processors in accordance with this Section 10 and any restrictions in the Principal Agreement.

10.2. The Processor may continue to use those Sub Processors already engaged by the Processor as at the date of this Addendum. The list of the Sub-Processor engaged by the Processor shall be annexed to the DPA as the Annex 2.

10.3. The Processor can appoint a new Sub Processor provided that the Controller is given fifteen (15) days' without prior written notice to the Controller.

10.4. With respect to each Sub Processor, the Processor shall:

- a) before the Sub Processor first processes Personal Data in Controller's possession, the Processor shall carry out adequate due diligence to ensure that the Sub Processor is capable of providing the same level of protection for Personal Data in Controller's possession as required by the DPA and meet the requirements of Applicable Laws
- b) ensure that the arrangement between the Processor or any of the Processor Group Company and/or the Sub Processor is governed by a written contract including terms which offer at least the same level of protection for Personal Data in Controller's possession as those set out in the DPA and meet the requirements of Article 28(3) of the GDPR.

10.5. The Processor and each Processor Group Company, shall ensure that each Sub Processor performs the obligations which apply to processing of Personal Data in Controller's possession as if it were the Party to the DPA and the Principal Agreement in place of the Processor.

11. CROSS-BORDER TRANSFERS OF PERSONAL DATA

The Parties agree that should there be any transfer of Personal Data outside the EU/EEA, then the standard contractual clauses established by the Commission Implementing Decision (EU) of 4.6.2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council, as may be amended or superseded from time to time, shall be entered into by the Parties as an Appendix to this Agreement.

12. INDEMNITY

12.1. The Parties' liability for damages as a result of the DPA is, unless expressly stated in the DPA, subject to the same limitations of liability as set forth in the Principal Agreement, which shall apply equally to the DPA. In case of multiple claims for damages under the DPA and the Principal Agreement, such liability shall be cumulative in relation to the maximum liability between the DPA and the Principal Agreement.

12.2. According to the Limit of Liability agreed between the Parties pursuant to the Article 12.3. of the Principal Agreement, a Party ("**Defaulting Party**") shall indemnify the other Party ("**Non-Defaulting Party**") against all damages and fines that are awarded in a trial or imposed by the Supervisory Authority by way of final decision or settlement (and any reasonable attorney's fees incurred by the Non-Defaulting Party in respect of such decision or settlement), against the Non-Defaulting Party, arising directly out of the Defaulting Party's breach of its obligations pursuant to Data Protection Laws, the DPA or a breach of warranty contained here.

12.3. If any third party makes a claim, or notifies an intention to make a claim or start an investigation, against the Non-Defaulting Party which may reasonably be considered likely to give rise to a liability under the indemnity contained in Article 12.2 of the Principal Agreement, against the Defaulting Party the Non-Defaulting Party shall:

12.3.1. notify the Defaulting Party in writing within ten (10) days of receipt by the Non-Defaulting Party of any documentation relating to the Claim, specifying the nature of the Claim and such relief or penalty as is sought therein

12.3.2. cooperate with the Defaulting Party in all reasonable respects in connection with the defence or investigation of the Claim;

12.3.3. not make any admission of liability, agreement or compromise in relation to the Claim without the prior consent of the Defaulting Party (such consent not to be unreasonably withheld or delayed), provided that the Non-Defaulting Party may settle the Claim (after giving prior written notice of the terms of settlement (to the extent legally possible) to the Defaulting Party, but without obtaining the Defaulting Party's consent) if the Non-Defaulting Party reasonably believes that failure to settle the Claim would be prejudicial to it in any material respect

12.3.4. permit the Defaulting Party to, upon written thereof to the Non-Defaulting Party, undertake to conduct all proceedings or negotiations in connection with the Claim, assume the defence 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 Defaulting Party's

12.4. Notwithstanding this Section 12, the Defaulting Party shall have no liability under Article 12.2 to the extent that a Claim has arisen due to any act or omission not attributable to the Defaulting Party.

12.5. Nothing in this Article 12.5. shall restrict or limit the Non-Defaulting Party's general obligation at law to mitigate any loss it may suffer or incur as a result of an event that may give rise to a claim under the indemnity contained in Article 12.2.

12.6. In no event shall either Party, any company belonging to the same corporate group with either Party or any of either Party's directors, officers, employees, agents or consultants be liable for any indirect or consequential loss or loss of profit, or damages, whether or not the party concerned has been advised of the possibility of such damages, or for any loss of opportunity, goodwill, or anticipated earnings, in each case arising out of or in any way in connection with this Agreement.

Winlink B.V. (Data Controller)

Interactive Global Entertainment B.V. (Data Processor)

Name: **Guardian Corporation Curaçao B.V.**

Name: **Virae Management B.V.**

Title: **Corporate Director**

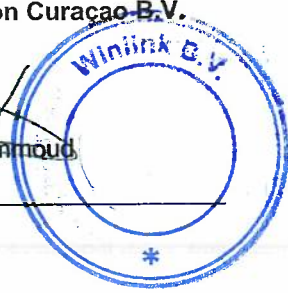
Title: **Director**

Represented by **Gouloud Hammoud**

Date Signed: 24 July 2025

2025-08-14

Date Signed: _____



V. Demir

Signature: _____

Signature: _____

Annex 1- Data Protection Particulars

Details of Processing of Personal Data

Description of types of Personal Data being Processed	IP address
Description of categories of Data Subjects whose data is being Processed	Data subjects include End Users.
Purpose of the data Processing	Fulfilling obligations under the Principal Agreement and for compliance with applicable laws, statutes, ordinances and regulations of those jurisdictions that apply to the activities of this Agreement

Annex 2. List of sub-processors

	Name	Details	
1	Google Cloud Platform	Address:	As defined in https://cloud.google.com/terms/google-entity
		Contact details:	https://cloud.google.com/contact/
		Description of processing:	Cloud storage of data
2	CSL Data Centre Services Limited	Address:	103, Archbishop Street, Valletta, VLT 1446, Malta
		Contact details:	info@csl.com.mt
		Description of processing:	Cloud storage of data
3	Dexterity Solutions Limited	Address:	195-197 Limassol Avenue, Dali Industrial Area, Nicosia 2540, Cyprus
		Contact details:	info@dexterity.com.cy
		Description of processing:	Consulting, implementation, training, and handholding related to Priority ERP
4	DoiT Multi-Cloud International Estonia OÜ	Address:	Harju maakond, Tallinn, Kesklinna linnaosa, Tartu mnt 84a, 10112
		Contact details:	https://www.doit.com/contact/?utm_source=test&utm_medium=topnavcontact&utm_id=top_nav_contact_link
		Description of processing:	Assistance with Google Cloud services
5	SFDC Ireland Limited (Tableau)	Address:	Level 1, Block A, Nova Atria North, Sandyford Business District, 18 Dublin, Ireland
		Contact details:	https://www.tableau.com/about/contact



		Description of processing:	Data visualization and analysis services via Tableau analytics platform
6	Vision.bi LTD (Snowflake)	Address:	Ha-Shlosa St 2, Tel-Aviv, Israel
		Contact details:	Dana Trope, dana.trope@vision.bi
		Description of processing:	Cloud services
7	Support Your App, Inc.	Address:	1007 North Orange Street, 4th Floor, Suite, 122, Wilmington, DE 19801, USA
		Contact details:	hi@supportyourapp.com
		Description of processing:	Support services
8	Internet Vikings East LLC	Address:	251 Little Falls Drive, Wilmington, DE 19808, USA
		Contact details:	support@internetvikings.com
		Description of processing:	New Jersey infrastructure services



Schedule E
Excluded Territories

1	Afghanistan	36	Mauritania
2	Algeria	37	Monaco
3	Armenia	38	Morocco
4	Aruba	39	Kingdom of the Netherlands
5	Australia	40	Nicaragua
6	Bahrain	41	Oman
7	Belarus	42	Ontario and Canada
8	Bonaire	43	Pakistan
9	Brunei Darussalam	44	Philippines
10	China	45	Qatar
11	Commonwealth of The Bahamas	46	Republic of Korea
12	Cook Islands	47	Saba
13	Country of Curaçao	48	Saint Martin
14	Cuba	49	Saudi Arabia
15	Democratic Republic of the Congo	50	Singapore
16	Democratic People's Republic of Korea	51	Sint Eustatius
17	Eritrea	52	Slovenia
18	Ethiopia	53	Somalia
19	France	54	Republic of South Africa
20	Greece	55	Sudan
21	Hong Kong	56	Sweden
22	Indonesia	57	Syrian Arab Republic
23	Islamic Republic of Iran	58	Thailand
24	Iraq	59	Tunisia
25	Israel	60	Turkish Republic of Northern Cyprus
26	Jordan	61	United Arab Emirates
27	Kuwait	62	United Kingdom
28	Lao People's Democratic Republic	63	United States
29	Lebanon	64	Uzbekistan
30	Libya	65	Vatican City State
31	Lithuania	66	Venezuela
32	Macau	67	Yemen
33	Malaysia	68	Zimbabwe
34	Mali		and all territories where not allowed
35	Marshall Islands		



Schedule F

Service Level Agreement

The SLA is attached to and made a part of the Agreement and states the service levels by which the Licensor will deliver to the Licensee.

1. Definitions

The following terms shall have the meanings given below. Capitalized terms used herein but not specifically defined herein shall have the meanings attributed to such terms in the Agreement.

- 1.1. **"Critical Defect"** means the Games are non-functional or a major portion of them is essentially unusable.
- 1.2. **"Defect Category"** means the categorization of a Defect as Critical, Major, Medium, or Minor Defect.
- 1.3. **"Defect Correction"** means either a bug fix, patch, or other modification or addition that brings the Games into conformity.
- 1.4. **"Emergency Maintenance"** means any maintenance resulting in the unavailability of the Online Gaming Platform for which the Licensor provides the Licensee with fewer than twenty-four (24) hours' prior notice, including no prior notice.
- 1.5. **"Major Defect"** means a Defect that materially adversely affects the Online Gaming Platform (but does not amount to a Critical Defect).
- 1.6. **"Medium Defect"** means the Games are partially usable, or their functions, features, or elements are seriously affected.
- 1.7. **"Minor Defect"** means minor service-affecting incidents having a minor effect on the functions and/or features of the Games; any Defect that is not a Critical Defect, Major Defect, or Medium Defect will be considered a Minor Defect.
- 1.8. **"Scheduled Maintenance"** means any maintenance resulting in the unavailability of the Games for which the Licensor has provided the Licensee with a twenty-four (24) or more hours' prior notice.
- 1.9. **"Technical Support Services"** means the services to be provided under this SLA.
- 1.10. **"Workaround"** means actions and procedures, which circumvent or overcome the impact of the Defect. Workarounds may not provide a final and full solution to the Defect.

2. Supply of Technical Support Services

2.1. During the Term, the Licensor hereby undertakes to supply the Technical Support Services to the Licensee, in compliance with the provisions of this SLA and with applicable professional and industry standards, in order to maintain the Games operational and to enable Customers to use the Games throughout the Term as provided herein.

2.2. Licensor will appoint a Technical Account Manager ("**TAM**"), who shall have the following roles and responsibilities:

- a) act as the single point of contact for all issues concerning Technical Support Services
- b) be responsible for providing status reports of open service tickets for following up on open issues and
- c) in case the TAM cannot provide the required information or assistance Licensor will ensure that an authorized substitute provides the required information or assistance on behalf of the TAM.

2.3. The Licensor will operate a helpdesk, which will receive all Defect reports and service calls. The helpdesk will be available 24 hours a day, 365 days a year. The helpdesk may be contacted by telephone or by e-mail, as follows:

- a) **1st tier contact** – office hours Monday to Friday 8 am - 6 pm during Business Days:

Email addresses:

- b) **2nd tier contact** – outside the office hours set out above

Email addresses:

- support@iglobalgames.com
- ittai.zur@rubyplay.com
- ian.dimech@rubyplay.com
- oleg.budar@rubyplay.com

- support@rubyplay.com
- ittai.zur@rubyplay.com
- ian.dimech@rubyplay.com
- oleg.budar@rubyplay.com

Phone numbers:

- +972 54 312 25 05
- +356 7923 9988
- +380 93 981 12 71

3. Technical Support Services Free of Charge

3.1. All Technical Support Services to be provided under this SLA shall be provided free of charge and free of any other costs and expenses.

4. Invoking Technical Support Services

4.1. Upon detection of any Defect in the Games, or where the Licensor notifies the Licensee of any Defect in the Games, the Licensee shall contact the Licensor's helpdesk by telephone/e-mail, or any other agreed communication format notified in advance, using the contact details set out in Section 2.3 above.

4.2. The Licensor shall provide the Licensee with a report of the Defect, including its assessment of whether it is a Critical, Major, Medium, or Minor Defect and any additional relevant information pursuant to the table set forth below in Section 5.

4.3. Upon receipt of such report, the specialist of the Licensor on call shall:

- log the Defect to a dedicated system, to which all Defects are to be logged. The log will include all relevant information, such as the identity of the person reporting the Defect, the Defect Category, the time the Defect occurred, and the time the Defect has been logged into the Licensor's system. All actions taken and decisions made with regard to the handling of a Defect shall be logged, including the time the action or decision is made. The status of each Defect and the manner in which it is being handled may be viewable by the Licensee through a web interface
- continuously monitor the status of the report.

5. Defect Solution

The following Workaround and resolution times shall apply:

Priority	Impact	Response Time	Time to Resolution and/or Workaround
Emergency	Critical impact on revenue or Critical impact on operation examples: • no customers can play any game • RTP violation • all games are unavailable • errors in wallet calls (unable to process ALL bets)	Within 10 minutes	Work shall commence immediately and continue until Defect Correction occurs 

	- environments unavailable - security or data breach - critical services are unavailable for example: - BO down - APIs are not responding - database is blocked / unavailable / down / full - etc.		
Critical	Critical disruption to the operation or revenue that has a temporary workaround BO reports data has a mismatch Several games are down API calls are failing sporadically	Within 30 minutes	Within 7 days
Major	Disruption to some operations, including potential revenue loss. For example: - single or few Customers cannot play due to a very specific reason like availability of resources in a specific region - reports loading time is slow	Within 60 minutes	Within 30 days
Medium	Software or logical bug with some impact on Customers' experience	Within 60 minutes	Within 90 days
Minor	Software or logical bug with no impact on Customers	Within 12 hours	Within 6 months

6. Availability

6.1. The Availability of the Games shall be no less than 98% during each calendar month (commencing on Monday at 00:01 GMT); where the Games shall be considered as unavailable during any Critical, Major or Medium Defect. The 98% availability of Technical Support Services shall not apply to any Defect of either priority, caused, in whole or part, by any of the following:

- a) Emergency maintenance
- b) a Force Majeure Event
- c) DDOS, or any other event not within Licensor's reasonable control



- d) a failure in local access facilities connecting the Licensee to the network
- e) a failure of the equipment or hardware not supplied by the Licensor under the Agreement
- f) any act or omission of the Licensee or any of the Licensee's third parties (including but not limited to, the Licensee's agents, contractors, or vendors)
- g) cloud downtime or
- h) the Licensee's negligence or wilful misconduct.

6.2. Any maintenance (planned or unplanned), where the Games are unavailable, shall be excluded from the calculation of the 2% downtime referred to in Section 6.1.

6.3. Without derogating from the other provisions of this Section 6, Licensor will use its best endeavors to ensure that the Scheduled Maintenance periods shall occur at times when there are likely to be fewest Customers accessing the Games. In addition, any Scheduled Maintenance shall be informed in writing by the Licensor to the Licensee at least 72 (seventy-two) hours in advance.

6.4. Upon reasonable request by the Licensor, internal processes for response to Defect reports will be measured and reported by the Licensor and provided to the Licensee.

6.5. As services and technologies change, the appropriate Service Levels and associated means of monitoring may change. When updates are deemed necessary by Licensor, Licensor will ask the Licensee to review and approve any such changes in writing, such approval not to be unreasonably conditioned, delayed or withheld by the Licensee and the same shall be regarded as an amendment to this Agreement.

6.6. If a Defect is not solved within the Response and Resolution Time Service Levels set out in this SLA, the Licensor's service team will track the Defect until it is resolved.



CERTIFICATE *of* SIGNATURE

REF. NUMBER
Y6RLF-PRG5N-MYNSL-MC9SS

DOCUMENT COMPLETED BY ALL PARTIES ON
14 AUG 2025 17:36:03 UTC

SIGNER

VEYSEL DEMIR

EMAIL
DEMIR@VIRAEMANAGEMENT.COM

TIMESTAMP

SENT
13 AUG 2025 12:52:04 UTC

VIEWED
14 AUG 2025 17:34:55 UTC

SIGNED
14 AUG 2025 17:36:03 UTC

SIGNATURE

V. Demir

IP ADDRESS
161.22.55.35

RECIPIENT VERIFICATION

EMAIL VERIFIED
14 AUG 2025 17:34:55 UTC

