

BUSINESS AGENT CONTRACT [ON-LINE VERSION 2/2023]

BY AND BETWEEN

ADMIRAL SPORT S.r.l., with sole quota holder, having registered offices in Roma (RM), at Via Benedetto Croce 122-124, VAT number, Tax Code Lazio Companies Register no. 17305131009 represented by its pro tempore legal representative and Chairman of the Board of Directors, Ing. Giacomo Martinelli and Board Director, Dott. Paolo Marchi, duly vested with the powers granted to the same pursuant to the articles of association (hereinafter the "Authorised Agency" or "Admiral")

AND

having registered offices in _____ Province _____

Street _____ no _____

Area Code _____ VAT number _____ Tax Code _____

Companies Register no. _____ (R.E.A. no. _____)

Certified E-mail _____

represented by the owner signatory/pro-tempore legal representative Mr _____

duly vested with the powers granted to the same (hereinafter the "Business Agent")

(Admiral and the Business Agent, also being referred to individually as the "Party" and jointly as the "Parties")

RECITALS

- Admiral has signed with Agenzia delle Dogane e dei Monopoli (Customs and Monopolies Agency - hereinafter referred to as "ADM") a Public Gaming Sub-Licence Contract pursuant to article 24, paragraph 22 of the Law no. 88 of 7 July 2009: Sub-Licence no. 15096;
- Admiral uses remote bet collection channels through the Web, such as: www.admiralbet.it (hereinafter, the "Websites"), through which it provides remote access to its customers to the gaming platform, once the same have signed the remote gaming contract, complying with the provisions set forth by ADM (hereinafter referred to as the "Gaming Contract");
- Admiral considers that it is in its best interest to use the services of outsourced web site managers and webmasters, as agents, who will recommend potential customers to Admiral wishing to access its remote gaming platform on the above websites;
- the Business Agent declares that it is familiar with the market and current laws and regulations on remote public gaming in Italy, including the fact that citizens (a) under the age of eighteen and (b) who do not have an Italian tax code are not allowed to use the remote gaming website, and is willing to recommend potential customers to Admiral wishing to stipulate Gaming Contracts, on an occasional and secondary basis;
- the Business Agent declares to have the technical and operational capacity to carry out the above services for entering into Game Contracts assigned by Admiral and to comply with the regulations pursuant to Legislative Decree no. n. 231/2007 "Consolidated Anti-Money Laundering Law" as amended;
- the Business Agent declares that it is aware of the prohibition set forth by article 4 of Law no. 401/1989 as amended on agency services relevant to remote bet collection for legal gaming and accordingly declares and

warrants that it shall refrain from carrying out activity that may be considered as remote bet collection for legal gaming;

- Admiral and the Business Agent are independent and autonomous parties, each with its own separate entrepreneurial, financial and legal responsibility, who intend to govern their legal relationship for the procurement of Gaming Contracts with potential customers, for Admiral, pursuant to terms and conditions of this Contract.

Now, therefore, the Parties hereto agree to the following:

Clause 1 – Effectiveness of the Recitals and Annexes

1.1 The recitals and annexes shall be an integral, substantive and unmodifiable assumption of this contract (hereinafter the “Contract”).

1.2 The following are annexes of this Contract:

Annex A: Declarations relevant to the applicable withholding tax and declaration of exemption from withholding tax, if any;

Annex B: Privacy Policy

Clause 2 - Subject Matter of the Contract

2.1 Pursuant to this Contract, Admiral appoints the Business Agent without powers of representation, or the authority to act on its behalf, who accepts, and undertakes to procure, with the utmost diligence and in compliance with the terms and conditions set forth herein, persons over the age of 18 and persons with Italian tax code, who wish to stipulate Gaming Contracts with Admiral (hereinafter, the “Players”). The Business Agent may decide, at its sole discretion, to recommend the above to Admiral, as an independent agent.

Clause 3 - Procurement of Business

3.1 In particular, the Business Agent, who has one or more web portals (hereinafter, the “Business Agent Websites”) shall execute this Contract by including the links and banners provided by Admiral on the Business Agent Websites (intended as the unmodifiable messages created by Admiral, consisting of an image (GIF, JPEG), java script programmes or multimedia applications containing the tracking link to the Websites), that will connect users of the Business Agent Websites to the Admiral Websites, where Players may sign the Gaming Contract. Admiral reserves the right to decide, at its sole discretion, whether the registration of the Business Agent may be accepted or otherwise and will inform the Business Agent of its decision through the web portal placed at its disposal by Admiral (hereinafter, the “Business Agent Portal”).

3.2 The Business Agent shall recommend the potential customers to Admiral pursuant to clause 2, at its sole discretion and risk, without any obligation of coordination or employment with Admiral, given that the Parties reciprocally agree not to enter into an agency or intermediation relationship.

3.3 The Business Agent shall accordingly have no obligation or commitment to ensure stability and/or continuity, given that the decision to recommend any business it may procure through the above banners, on an occasional basis, shall be at its sole discretion.

3.4 Admiral shall have the right to modify, at any time and at its discretion, the terms and conditions of this Contract, that shall in any case be communicated to the Business Agent by certified e-mail and/or through the Business Agent Portal. The amendments shall go into force as from the 30th (thirtieth) day after such communication, unless the Business Agent does not exercise its right of withdrawal within the same term (thirty days from the modification), at no cost or charge to the Business Agent. The Business Agent shall visit the

Business Agent Portal regularly and frequently to ensure that it is updated according to the latest version of this Contract.

3.5 The Parties reciprocally acknowledge that paragraphs 1 and 2 of Article 10 "Information to be provided" and Article 11 "Placing of an order" set forth by the Directive on electronic commerce 2000/31/EC do not apply, nor have any effect upon this Contract.

3.6 The Business Agent declares and warrants that the information provided to Admiral are true and complete and undertakes to ensure that its data are up-to-date at all times and that its login details to the Business Agent Portal are strictly confidential. Any activities carried out by the Business Agent using its UserID and Password will be automatically allocated to the Business Agent.

3.7 For purposes of this Contract, the Business Agent moreover:

- declares and warrants that the Business Agent Websites are managed in its name and that it is authorized to make full use of the same;
- undertakes to upload the most recent version of the links and the marketing material provided by Admiral on the Business Agent Websites, without modifying the same in any way prior to Admiral's written approval. The Business Agent shall be solely responsible for verifying that the links comply with applicable laws, and that they are embedded correctly on the Business Agent Websites, from a technical point of view;
- shall bear all the costs of running the Business Agent Websites on which the links and marketing material of Admiral are present;
- undertakes to keep the Business Agent Websites running and in good condition, and to report in writing to Admiral any substantial changes to the design and/or layout of the pages.

3.8 The Business Agent declares that it is not an employee, consultant, agent, director or supplier of Admiral nor of any of the companies of the Novomatic Group of which Admiral is a member, and that it does not have a family relationship (e.g. spouse, son/daughter, partner, parent, brother/sister, cousin) with partners or representatives of any of the same.

3.9 Moreover, the Business Agent shall not:

- promote sexually explicit material, that targets minors, instigates violence or discrimination based on race, sexual preference, religion, ethnic origin or disability, through the Business Agent Websites. The Business Agent shall not promote illegal activities through the Business Agent Websites, or activities in breach of the intellectual property rights of Admiral and/or third parties;
- register as a Player on behalf of third parties, authorize or assist other persons to complete the registration of Players, with exception of activities to promote the Business Agent Websites, as provided by this Contract;
- permit websites, or parts of websites, to be opened in the browsers of visitors to allow access to services, other than through the banners or text links provided by Admiral embedded on the Business Agent Websites;
- offer recovery systems or similar solutions that make it possible to return a part of the bet to the Player, in any way;
- register on the Websites as Players and/or make deposits to Players, either directly or indirectly, or artificially increase the amounts that may be collected by Players;
- use any tool to promote websites that resemble the Websites in any way, in whole or in part, or use such tools or websites to give the impression that such websites belong to Admiral or are a part of Admiral's websites. The same prohibition also applies to software applications for mobile phones and tablets;
- attempt to communicate directly or indirectly with the Players on the Websites in order to visit other websites or for any other purpose that has not been expressly authorized by Admiral;
- conduct itself in any way in breach of electronic marketing laws and regulations.

3.10 The Business Agent shall permit Admiral to examine the information and data available to the Business Agent, relating to this Contract, and the services provided pursuant to the Contract, in order to verify whether the same comply with the obligations set forth therein, even on the premises of the Business Agent's offices and by accessing the systems thereof (including the IT systems). Admiral reserves the right to make copies of any important data and/or information for the above purposes. The Business Agent shall assist Admiral to the best of its ability during such controls.

3.11 One or more membership codes (hereinafter, the “Membership Code”) shall be assigned to the Business Agent, as the only method to identify the Players contracted by Admiral pursuant to the intermediation services of the Business Agent.

Clause 4 - Representation, Declarations and Guarantees of the Business Agent

4.1 The Business Agent shall not have the authority to represent Admiral, nor the authority to enter into contracts in the name and on behalf of the same, nor may Business Agent accept commitments of any kind on behalf of Admiral with third parties. Contracts with the Players recommended by the Business Agent may be finalised and signed exclusively by Admiral, at its sole discretion.

4.2 The Business Agent declares and guarantees that:

a) it is familiar with applicable laws on public gaming with cash winnings, above all those applicable to remote public gaming, as well as the activities and functions allocated by the Agenzia delle Dogane e dei Monopoli to Admiral and the type of services offered by Admiral to its customers;

b) no final judgements have been issued against the same or its legal representatives.

Clause 5 - Brands

5.1. The Business Agent undertakes to address potential Players to the Websites. The Business Agent is solely responsible for the marketing activities carried out on the Business Agent Websites, which should be carried out professionally and in compliance with the laws and regulations in force and pursuant to the terms of this Contract.

5.2. The Business Agent shall not use the brands, logos, names and other distinguishing features owned by Admiral or other companies belonging to the Novomatic Group (the “Brands”), either alone or in a combination of words, in its company or trade name.

5.3. The Business Agent shall refrain from any conduct that does not comply with the exclusive rights of Admiral or other companies belonging to the Novomatic Group on the Brands, nor register or use names, brands, and other distinguishing features in combination with the Brands or that in any way resemble the same graphically and/or phonetically.

5.4. The Business Agent may ask Admiral to use banners and links with trackers and feedback mechanisms owned by Admiral, complying with the intellectual property rights thereof.

5.5. Admiral shall have the right to provide, at its sole discretion, the material requested in whole or in part, even at any later date, or restrict, modify, or terminate the use thereof by the Business Agent.

5.6. The Business Agent may not reproduce, transfer for any reason whatsoever or modify the material provided by Admiral in any way or use the same for purposes other than those set forth by this Contract.

5.7. Should this Contract be terminated for any reason whatsoever, the Business Agent shall forthwith cease any further use of the links and banners.

5.8 The Business Agent shall use the Brands granted by Admiral in full compliance with European, national and local laws. In signing this Contract, the Business Agent shall hold Admiral and any company belonging to the Novomatic Group, harmless against any penalties and/or damages of any kind, incurred as a result of any breach of the provisions of this clause.

Clause 6 - Commission

6.1 The commission for the services provided by the Business Agent pursuant to this Contract is intended as occasional and shall be payable, at the terms and conditions set forth hereunder, solely for Players recommended by the Business Agent who validly entered into a remote gaming Contract with Admiral through one of the Websites, pursuant to the activities of the Business Agent, associated with its Membership Code, that should be:

(i) entered manually by the Player; or

(ii) entered automatically by the computerized tracking systems, if available, when the Contract is signed.

For the services set forth by this Contract, Admiral will pay to the Business Agent the fee indicated by Annex A (hereinafter referred to as "Commission"). If required by Law, the Commission granted to the Business Agent shall be subject to withholding tax pursuant to the tax regime selected by the Business Agent by filling in the forms set forth by Annex B attached to this Contract. If due, Commission will be paid net of withholding tax. It will be calculated according to the statement for the period in question, sent by Admiral to the Business Agent, or published on the Business Agent Portal and shall be paid upon receipt of the relevant invoice. If no written complaint is filed against the statement within 10 (ten) days from receipt thereof, the same is intended as accepted by the Business Agent.

6.2 The fee is not subject to VAT. If, pursuant to any provision of the law or the Revenue Agency, or request filed by the Authorised Agency or a third party, VAT should be considered to be applicable to the above services, an amount equal to the applicable percentage of VAT shall automatically be deducted from the above fee paid by Admiral to the Business Agent.

6.3 Admiral shall in any case have the right to recalculate the percentages and/or formulas used to calculate the fee indicated by Annex A at any time, even if less favourable, duly informing the Business Agent of the different terms applied. In this case, the Business Agent shall have the right to withdraw from this Contract pursuant to notice of termination sent within 30 (thirty) days from the notice advising the modified fee.

6.4. The data used to calculate the Commission will be those registered by Admiral's IT systems, whose validity and effectiveness the Business Agent hereby acknowledges in full. The above Commission remunerates all the services provided by the Business Agent pursuant to this Contract, to whom no other sums shall be due as indemnity, compensation or reimbursement of any expenses and charges the same may incur. No Commission shall be due to the Business Agent for any other gaming services provided by Admiral to the Players, not set forth by this clause, or for Players to whom a Business Agent Membership Code has not been allocated, for any reason, other than gross negligence or wilful misconduct by Admiral, notwithstanding the intermediation services provided by the Business Agent. Admiral shall manage the new users obtained through the links and the Commission received through such links. Admiral moreover undertakes to provide to the Business Agent all the tools that may be necessary or required to entertain online relationships, together with full details of new users and registrations, and the Commission due.

6.5. The Business Agent shall be fully responsible for ensuring the traceability of the financial flows set forth by article 3 of Law no. 136 of 13 August 2010 as amended, within the limits set forth by the competent authorities.

6.6. The Business Agent shall refrain from carrying out any activity, practice or conduct that may constitute a crime pursuant to Legislative Decree no. 231/2007 as amended.

6.7 In signing this Contract, the Business Agent hereby acknowledges that monthly payments under 250.00 Euro (two hundred and fifty/00) due to be same will not be paid, but automatically added to amounts due to the same in subsequent months.

Clause 7 - Invoicing

7.1 Within no more than 15 (fifteen) days from the end of the accounting period, the statement of Commission due to the Business Agent will be published on the Business Agent Portal, providing an automated procedure on the portal through which the invoice for the accounting period in question may be forwarded with provisional numbering suggested by Admiral and confirmed by the Business Agent, according to its accounts entries. Forwarding the invoice implies acceptance of the data shown by the statement. Unless otherwise requested, the above invoice should be forwarded as indicated above through the Business Agent Portal.

7.2 Within 48 hours from when the invoice is sent through the Business Agent Portal, and once Admiral has verified that the same is accurate, the same will credit the Commission to the Business Agent through the traceable payment method agreed by the Parties.

7.3 The Business Agent shall be exclusively liable for the payment of any taxes, tariffs and other ancillary costs due by the same, as set forth by law, pursuant to this Contract. The Business Agent hereby agrees to indemnify, and reimburse to Admiral, any costs, expenses or losses that may be incurred by the same for reasons attributable to the Business Agent. Admiral may therefore deduct such sums from payments to be made.

Clause 8 - Duration, Termination and Assignment

8.1 This Agreement shall be valid for one year as from the date it is signed and will be automatically renewed for further periods of one year, other than in the case of termination by either Party communicated to the other by registered letter with acknowledgement of receipt or certified e-mail at least 30 (thirty) days prior to expiry, without the application of any charges or penalties.

8.2. Admiral may withdraw from this Contract at any time, at its sole discretion and without prior notice, pursuant to written notice of termination. In case of termination, no compensation, indemnity or reimbursement shall be due to the Business Agent, other than the Commission calculated as set forth by clause 6 above that has accrued through to the date of termination, without prejudice to any mandatory legal obligations.

8.3. Admiral shall have the right to transfer this Contracts and all the rights stemming therefrom to any other company of the same corporate Group to which Admiral belongs. In this case, the Business Agent shall be informed via the Business Agent Portal or by certified e-mail.

8.4 The Business Agent should forward prior notice to Admiral, of any change of ownership/director.

8.5. Should this Contract be terminated for any reason whatsoever, the Business Agent shall:

- immediately cease promoting the Websites and any further use of any links and/or banners and the Brands provided by Admiral;
- no rights on Players acquired after suspension of the account shall be recognised to the same;
- return to Admiral all and any confidential information of which it may become aware pursuant to this Contract, including any copies thereof.

8.6 Termination of the Contract will not release the Business Agent from any responsibilities deriving from breach of this Contract.

8.7 Following termination of the Contract, for any reason whatsoever, Admiral may decide, at its sole discretion, whether to leave as enabled, redirect or disable trackers and/or tracker URLs, without paying any amount to the Business Agent for the future Players of the Websites after such modification.

Clause 9 - Confidentiality and Protection of Personal Data

9.1 For the entire life of this Contract and for 2 (two) years following termination thereof, for any reason whatsoever, the Business Agent undertakes for itself and, pursuant to article 1381 of the Italian Civil Code, even on behalf of its employees, consultants and collaborators:

(i) to treat as strictly confidential and not to disclose the facts, projects, documents, data and any other information, not in the public domain, of which it may become aware or in any case receive, to perform the Contract;

(ii) not to use the information described by the above point for any other purpose, in whole or in part, with respect to the purposes set forth by this Contract;

(iii) to exert its best efforts to prevent any disclosure to third parties or the public or publication of the above information.

9.2 Upon termination of this Contract, for any reason whatsoever, the Business Agent shall immediately return and deliver to Admiral all and any materials and documents received from the same.

9.3 The Parties shall process any personal data they may collect pursuant to this Contract in compliance with the Privacy Code as amended and in accordance with the European Regulation 2016/679 known as the GDPR (hereinafter the "Regulation"). In order to avoid any misunderstanding, it should be noted that the personal data of the Players are not visible to the Business Agent.

9.4 As regards the obligations set forth by articles 13 and 14 of the Regulation, Admiral provides the Business Agent with the information on the processing of personal data, pursuant to the privacy policy attached as Annex C (Privacy Policy).

Clause 10 - Termination

10.1 This Contract may be legally terminated, as set forth by article 1456 of the Italian Civil Code, pursuant to written notice, in the case of breach of any of the prohibitions indicated by clauses 3, 4, 5, 9, 11 and 12 by the Business Agent, without prejudice to Admiral's right to compensation of any damages incurred.

10.2 This Contract shall also be intended as legally terminated, as set forth by article 1353 of the Italian Civil Code, if the licensing relationship with Admiral ceases for any reason whatsoever. In this case no compensation, indemnity or reimbursement shall be due to the Business Agent, other than any Commission that has accrued up to such date as set forth by the above clause 6.

10.3 Admiral shall also have the right to terminate this Contract with immediate effect and to apply a penalty of 1,000.00 Euro (one thousand/00) to the Business Agent, without prejudice to compensation of damages, for any fraudulent activity ascertained by Admiral, including without limitation, those indicated hereunder:

- entry of inaccurate data on the Business Agent Portal;
- procurement of under-age players;
- money laundering;
- chip dumping;
- if the Business Agent and Player have the same IP address;
- if the Player is a relative of the Business Agent (spouse, son/daughter, partner, parent, brother/sister, cousin);
- in the case of simulated introduction of Players;
- if a player previously introduced is presented twice;
- false presentations;
- acquisition of Players through illegal methods, use of invasive marketing methods, spam, unauthorized use by third parties, collusion, multiple registrations from the same email address, etc.

If any fraudulent activity is ascertained or suspected, Admiral will ask the Business Agent for a written explanation thereof. Should the Business Agent not correct its conduct and/or does not provide a complete and satisfactory written explanation, Admiral shall have the right, at its sole discretion, to terminate this Contract forthwith, as provided by article 1456 of the Italian Civil Code.

10.4. In the case of termination for the reasons set forth by this clause, the provisions of the above clause 8.5 shall apply.

Clause 11 - Code of Ethics and Legislative Decree 231/2001 as amended

11.1 Pursuant to the provisions of Legislative Decree 231/2001 as amended, the Business Agent undertakes, even on behalf of its directors, auditors, employees, and/or collaborators, as set forth by article 1381 of the Italian Civil Code, to comply in full with the provisions of the Code of Ethics and rules of conduct, with respect to the Public Administration (hereinafter referred to as the "Code of Ethics") approved by the Management Body of Admiral Sport S.r.l., as an integral part of the model adopted pursuant to Legislative Decree 231/2001 published on the company website at www.novomatic.it, duly accepting all the terms and conditions thereof in full, with which it hereby declares to be fully familiar.

11.2 Without prejudice to the above, the Business Agent shall indemnify and hold Admiral Sport S.r.l. substantially and procedurally harmless, at the first request and without exceptions and, on behalf of the same, the assignees, auditors, directors, employees and/or legal representatives thereof, from any claim for damages and/or other requests, including legal costs, that may be filed by third parties for breach of the above Code of Ethics.

Clause 12 - Liability and Hold Harmless

12.1 The Business Agent shall indemnify and hold Admiral harmless from any third-party liability for its intermediation services and in the case of penalties applied to and/or losses incurred by Admiral resulting from the prohibition to carry out such intermediation activities, expressly exonerating Admiral from the obligation of ascertaining and/or controlling the work of the Business Agent, without prejudice to the rights and remedies available to Admiral by Law or this Contract.

Clause 13 - Notices

13.1 Any notices by and between the Parties should be made by registered letter with acknowledgement of receipt, telegram, fax, certified e-mail or any other method that, pursuant to the law, provides proof of receipt.

13.2 Notices sent to Admiral Sport S.r.l. should be sent to the registered office of the company at Via Galla Placidia no.125 - 47922 Roma. Notices sent to the Business Agent should be sent to the domicile or the address provided when the same registers.

13.3 The Business Agent should communicate any changes to its domicile and/or contact details provided during registration.

Clause 14 - Miscellaneous Provisions

14.1 The Parties undertake to execute this Contract.

14.2 Any registration fees shall be paid by the applicant.

14.3 If, during the life of this Contract, the laws applicable to the licence issued by the Agenzia delle Dogane e dei Monopoli in favour of Admiral and/or the terms and conditions of the licensing agreement should change, the Parties agree that this Contract will be automatically amended in accordance with the provisions of the Law and the licence/agreement setting forth Admiral's obligations and prohibitions that will automatically be considered to be applicable to the Business Agent, and Admiral will have the right to ask the Business Agent to renegotiate the terms and conditions of this Agreement in good faith, if it considers this to be necessary.

Clause 15 - Applicable Law and Jurisdiction

15.1 This Contract is subject to Italian law. The court having jurisdiction in the case of disputes relevant to the interpretation, execution and termination of this Contract shall be exclusively that of Roma, excluding any other court.

Roma, _____

Admiral Sport S.r.l.

Business Agent

Ing. Giacomo Martinelli
Chairman of the of the Board of Directors

Dott. Paolo Marchi
Director of the Board of Directors

Pursuant to articles 1341 and 1342 of the Italian Civil Code, the Business Agent declares to have read this Contract in full and specifically approves the following clauses: clause 3 - Procurement of Business, clause 4 - Representation, declarations and guarantees of the Business Agent; clause 5 - Brands; clause 6 - Commission; clause 8 - Duration, termination and assignment; clause 9 - Confidentiality and protection of personal data; clause 11 - Code of Ethics and Legislative Decree 231/2001 as amended; clause 12 – Liability and hold harmless; clause 14 - Miscellaneous provisions; clause 15 - Applicable law and jurisdiction.

Business Agent

ANNEX A

Declarations relevant to the Withholding Tax Regime Applicable to the Business Agent

COMPANY

MESSRS.

REGISTERED LETTER WITH ACKNOWLEDGEMENT OF RECEIPT
OR BY CERTIFIED E-MAIL

REF: DECLARATION PURSUANT TO ARTICLE 25 bis/1956 OF PRESIDENTIAL DECREE 600 OF 29.9.1973,
FOR THE APPLICATION, IN REDUCED FORM, OF THE WITHHOLDING ON COMMISSIONS, FOR THE
YEAR_____.

The undersigned _____, born in _____ on
_____, operating as _____
or
as director and legal representative of the Company _____, having registered
offices in _____, Street - Square _____no.
_____, registered under reg. no. of the _____ Companies Register, Tax Code
and VAT number _____,
(check box)

HEREBY DECLARES under its own responsibility, as set forth by Article 25 bis, paragraph 2 of Presidential Decree 600/1973 and Ministerial Decree 4/16/1983, that it does not use the services of employees and/or third parties as set forth by such provisions on an ongoing basis, and accordingly REQUESTS pursuant to the combined provisions of articles 2 and 3 of Ministerial Decree of 16.4.1983, the application of the withholding tax on 50% of the taxable amount of the commission paid in the year _____.

or

HEREBY DECLARES under its own responsibility, as set forth by article 25 bis, paragraph 2 of Presidential Decree 600/1973 and Ministerial Decree 16/4/1983, to use the service of employees and/or third parties on an ongoing basis to carry out its business activities, and accordingly REQUESTS pursuant to the combined provisions of articles 2 and 3 of Ministerial Decree of 16.4.1983, the application of the withholding tax on 20% of the taxable amount of commission paid in the year _____.

The undersigned moreover declares that if the above conditions should change in any way, it will promptly communicate the relevant changes within no more than _____ from the date on which they should change.

Place and date _____

Signature and details of the recipient _____

Declaration for Exemption of Withholding Tax

COMPANY

MESSRS.

REGISTERED LETTER WITH ACKNOWLEDGEMENT OF RECEIPT
OR BY CERTIFIED E-MAIL

REF: Declaration for exemption of the withholding tax in accordance with article 1, paragraphs 54-89 of Law 190/2014, as amended by article 1, paragraphs 111-113, of Law 208/2015.

The undersigned _____, born in _____ on _____, operating as _____
or
as director and legal representative of the Company _____, having registered offices in _____, Street - Square _____ no. _____, registered under reg. no. of the _____ Companies Register, Tax Code and VAT number _____,

HEREBY DECLARES

under its own responsibility, pursuant to art. 1, paragraphs 54-89 of Law 190/2014, as amended by article 1 paragraphs 111-113 of Law 208/2015 - Flat-rate scheme, that for the year _____ it is exempt from applying VAT and withholding tax to the services provided.

The undersigned moreover declares that if the above conditions should change in any way, it will promptly communicate the relevant changes within no more than _____ days from the date on which they should change.

Place and date _____

Signature and details of the recipient _____

ANNEX B

Privacy Policy

(PRIVACY POLICY PURSUANT TO ARTICLES 13 and 14 OF REGULATION (EU) 2016/679 - GENERAL DATA PROTECTION REGULATION)

We inform you that Regulation (EU) 2016/679 (hereinafter, the "Regulation") and the relevant Italian implementation law set forth the rules on the protection of natural persons with regard to the processing of personal data and the fundamental rights and freedom thereof, above all, the right to the protection of personal data. Pursuant to articles 13 and 14 of the Regulation, Admiral Sport S.r.l., having registered offices in Roma, at via Galla Placidia no. 2, as data controller, hereby advises that your personal data will be processed with the procedures and for the purposes indicated hereunder. Please read this privacy policy carefully before you provide your personal data or if you are asked to authorise processing.

Capitalised words shall have the meaning indicated by the Contract.

This privacy policy refers to the processing of personal data of the:

- (i) Business Agent who is a natural person; and
- (ii) partners (natural persons), directors and legal representatives of the Business Agent (legal entity).

1. How we collect your personal data

We collect your personal data when you negotiate or sign the Contract or from the databases of companies who provide information on the creditworthiness of businessmen and managers (see paragraph 2.c below).

2. For what purposes will your personal data be processed?

We process your personal data for the following purposes:

- a) In order comply with legal obligations (article 6, paragraph 1, (c) of the Regulation)
We will process your personal data to fulfil the obligations set forth by current tax laws.
- b) To execute a contract of which you are a party and to execute pre-contractual measures you have requested (article 6, paragraph 1, letter b) of the Regulation)
We will process your personal data to execute any contract between us and you, or to execute pre-contractual measures you have requested.
- c) To pursue our legitimate interest to mitigate our commercial risk (article 6, paragraph 1, (f) of the Regulation)

Before signing the Contract and during the execution thereof, we will process your personal data in order to evaluate your solvency and creditworthiness.

We will also consult the databases of companies that provide information on the creditworthiness of businessmen and managers (Cerved) to obtain information about the creditworthiness thereof. Data in the following categories are obtained from such databases:

- financial data;
- information about your reputation;
- data to carry out financial investigations.

For more information, please consult the specific privacy statement provided by Cerved Information Solutions S.p.A., on the following website: <https://www.cerved.com/sites/default/files/externalmedia/Privacy/informativa->

ADMIRAL SPORT S.r.l. con socio unico

Via Benedetto Croce 122-124 • 00142 Roma (RM) • Italy • Europe • Tel. +39 06 526 239 01 • Fax +39 06 526 239 409

P.I., C.F. e Iscrizione al registro delle imprese di Roma n. 17305131009 • Numero R.E.A. RM - 1486703

Capitale Sociale € 11.000,00 (i.v.) • PEC: admiralsport@postaleg.it • info@admiralsport.it • www.admiralbet.it

Soggetta a direzione e coordinamento di Greentube Malta Ltd. • P.I. MT20638823 e Iscr. Reg. Imp. n. C 38281

privacy-cerved.pdf. Admiral will process such data and information to pursue its legitimate interest to mitigate its commercial risk.

d) To pursue our legitimate interest to evaluate your contractual compliance and the performance of your company (article 6, paragraph 1, (f) of the Regulation)

When executing the Contract, we will process your personal data, including the data obtained from the financial solvency and creditworthiness systems indicated by paragraph c) above, in order to pursue our legitimate interest to evaluate your compliance in executing the Contract and the performance of your company, in order to determine if and at what conditions we may do business with your company.

For this purpose, your company may be subject to profiling and a rating/score may be assigned to you for assessment purposes. In any case, no fully automated decision will be taken by us on the basis of such assessment or rating.

e) In order to pursue our legitimate interest to exercise or defend a right in court or out of court (article 6, paragraph 1, (f) of the Regulation)

We will process your personal data to pursue our legitimate interest to exercise or defend our rights in court or out of the courts, even in the event of breach of the Contract.

3. Are you obliged to provide your personal data?

Providing your personal data is optional but, in any case, necessary. Should you refuse to provide your personal data, we will be unable to sign and execute the contract with you.

4. How will your personal data be processed and how long will the same be retained

Your personal data will be processed using automated and non-automated tools. Security measures are used to prevent any loss of data, or illegal or improper use thereof or unauthorized access.

Your personal data will be retained:

- for 10 years from the actual date of the contract, in order to fulfil the legal obligations, set forth by the Italian Civil Code and Tax Laws on retention of company documents, without prejudice to any extensions due to the interruptions of the limitation period;

- 30 days if, following the pre-contractual assessment procedure, or verification of the requirements set forth by point 2 (b) and (c), the contract should not be signed.

5. Which subjects may learn about my personal data?

Our employees and collaborators in charge of the contract and legal affairs may learn about your personal data. Moreover, the following subject categories which, in their capacity as data processors, provide us with instrumental services for the pursuit of our business, may learn about your personal data: providers of IT services; providers of management services; providers of administrative services; external professionals and consultants; companies of the Novomatic group that provide intragroup services; external audit firm, if any.

6. Will my personal data be disclosed to third parties?

Your personal data may be disclosed to third parties of the following categories:

- Banks and payment institutions, to the extent that this is necessary to make or receive payments in connection to the contract;
- Competent authorities on tax matters, to the extent that this is required by the law;
- Judicial authorities or the police, in case of reporting of a crime or in any case if necessary to pursue a legitimate interest in exercising or defending a right in a court of law;
- Lawyers, if necessary to pursue a legitimate interest in exercising or defending a right in or out of court.

7. Will my personal data be transferred outside the European Economic Area?

Yes, Your personal data will be transferred outside the European Economic Area, specifically in Canada. According to the European Commission Decision of 20th December 2001, Canada is considered a country which assures an adequate level of protection for personal data.

8. Which are my rights?

You have the right to exercise at any time, gratuitously and without any formalities, the following rights, as referred to in Articles 15 to 22 of the Regulation: right to request access to the personal data (i.e., the right to obtain from us confirmation as to whether or not personal data concerning You are being processed, and, where this is the case, access to the personal data, and copy thereof, and to the information referred to in Article 15 of the Regulation) and rectification (i.e., the right to obtain the rectification of inaccurate personal data concerning You or completion of incomplete data) or erasure of the same (i.e., the right to obtain the erasure of personal data concerning You, where one of the grounds indicated in Article 17 of the Regulation applies) or the right to restriction of processing (i.e., the right to obtain, in the cases indicated in Article 18 of the Regulation, the marking of stored personal data with the aim of limiting their processing in the future), in addition to the right to data portability (i.e., the right in the cases indicated in Article 20 of the Regulation, to receive from us in a structured, commonly used and machine-readable format the personal data concerning You, and to transmit those data to another controller without hindrance). You also have the right to revoke your consent at any time. Revocation of consent will not compromise the lawfulness of the processing based on the consent preceding revocation. We will remind You that you have the opportunity to submit a complaint to the Data Protection Authority at any time (www.garanteprivacy.it) or other supervisory authority of the EU member state where you reside or work.

9. Do I also have the right to object to the data processing according to the Regulation?

Yes, You have the right to refuse consent at any time, on grounds relating to Your specific situation, to the processing of the personal data that concern You in accordance with Article 6 (1), e) or f) of the Regulation, including profiling on the basis of these provisions. Where the data are processed for direct marketing purposes, You have the right to refuse consent at any time to the processing of the personal data that concern You for these purposes, including profiling, to the extent that this is connected to such direct marketing.

10. How can I get in touch with you and exercise my rights?

Any request for exercise of Your rights as referred to above can be sent by mail to the address Admiral Sport S.r.l., Roma (RM) Italy, Via Benedetto Croce 122-124 - 00142, Italy or via e-mail to the address dpo@greentube.com.

11. Who is and how can I get in contact with Your own Data Protection Officer?

The Data Protection Officer of Gruppo Novomatic Italia, to which the Data Controller belongs, can be contacted by mail at the registered office in Roma (RM) -Italy, Via Benedetto Croce 122-124 – 00142 or via e-mail at the address dpo@greentube.com or, by certified e-mail at the address dpoadmiralsport@pec.it.