

LICENSE AGREEMENT

This license agreement (hereinafter: the "**Agreement**") applies to any use of the software platform offered by NFT HOLDING BV, with registered office at 9320 Aalst (Belgium), Groeneweg 17, and registered in the Crossroads Bank for Enterprises under number 0786.434.824 (hereinafter: the "**LICENSOR**").

By accepting this Agreement via the opt-in mechanism provided for that purpose on the LICENSOR's digital platform, the customer (hereinafter: the "**LICENSEE**") agrees to all the provisions of this Agreement, including all the annexes that form an integral part thereof.

The LICENSOR and the LICENSEE are hereinafter jointly referred to as the "**Parties**" and each individually as a "**Party**".

THE FOLLOWING IS SET OUT IN ADVANCE:

- The LICENSOR has developed a digital software platform (hereinafter: the "**Platform**"), consisting of:
 - on the one hand, a management environment, which allows commercial users (such as LICENSEE), among other things, to set prices, configure subscription models, apply discounts, follow up invoicing, activate functionalities related to NFT integration and crafting and manage sales transactions (hereinafter: the "**Management Environment**");
 - on the other hand, a payment interface for end users (such as customers of LICENSEE) (hereinafter the "**End User(s)**"), which facilitates the purchase of virtual items, including usage tokens and, if configured, NFTs (hereinafter collectively: the "**Payment Interface**"), and which offers three payment options:
 - (i) a payment option for fiat currency payments, where purchase transactions are processed through an integrated Stripe Connect solution (hereinafter: "**Fiat Currency Payments**");
 - (ii) a payment option for cryptocurrency payments, where purchase transactions are processed via a smart contract on a public blockchain (such as Ethereum or Avalanche) (hereinafter: "**Smart Contract Payments**");
 - (iii) a payment option for cryptocurrency payments via the GalaChain, where transactions are processed through the GalaChain infrastructure (hereinafter: "**GalaChain Payments**").The Payment Interface also includes a subscription functionality, enabling the processing of recurring payments by End Users under subscription models configured by the LICENSEE (hereinafter: "**Subscription Payments**").
- The Platform operates on the basis of an underlying technical infrastructure, consisting of, among other things, the software code, user interfaces, API integrations, configuration files, and related technical and functional documentation (hereinafter collectively referred to as: the "**Software**"), developed by the director of LICENSOR, Geert SEGERS.
- The LICENSOR is the original and exclusive owner of all material and immaterial (intellectual) property rights relating to the Platform and the Software.
- The LICENSEE wishes to acquire a non-exclusive license from the LICENSOR to use the Platform in the context of its activities within the online gaming sector.

IT IS HEREBY AGREED AS FOLLOWS:

Article 1 – Subject matter

- 1.1. By means of this Agreement, the LICENSOR grants the LICENSEE a non-exclusive, non-sublicensable license for the use of the Platform in the context of its activities within the online gaming sector (hereinafter: the "**License**"):
 - a. In accordance with the *scope* of the License as further agreed in Article 2;
 - b. For the duration set out in Article 3;
 - c. Against payment of the fee agreed in Article 4;

d. And in accordance with the other terms and conditions set out in Article 5 et seq. of this Agreement.

- 1.2. A detailed and exhaustive description of the various components, as well as technical and functional specifications of the Platform, which is the subject of the License, is attached as Appendix 1 to this Agreement.

Article 2 - Scope of the License

- 2.1. By means of the License, the LICENSOR makes the Platform available to the LICENSEE on a non-exclusive basis, whereby the LICENSOR grants the LICENSEE the following (exhaustively listed) rights in particular:
- the non-exclusive right to use the Platform, including the Management Environment and the Payment Interface (with all three payment options), for the purposes for which the Platform is intended, namely to facilitate transactions between the LICENSEE and its End Users, in the context of its activities within the online gaming sector.
- 2.2. The License is “non-exclusive,” which means that the LICENSOR remains entitled in any case to make the Platform available to third parties under similar or different conditions.
- 2.3. The License applies to the territory of the country where the LICENSEE has its registered office. Nevertheless, the LICENSEE is permitted to use the Platform in such a way that the purchase of tokens and the processing of payment transactions can also take place from other countries, provided that this use is exclusively in support of the activities of the LICENSEE that take place in the territory of its registered office.
- 2.4. The provision of the Platform by the LICENSEE is always subject to the timely and correct payment of the fees as specified in Article 4 of this Agreement. If these fees are not paid or not paid in full in accordance with the terms and conditions set out therein, the LICENSOR reserves the right to suspend its obligations under this Agreement in whole or in part, without prejudice to its right to terminate the Agreement in accordance with Article 3 of this Agreement.
- 2.5. The LICENSEE is not entitled to adapt the Platform, in whole or in part, in any way whatsoever in the broadest sense of the word (including but not limited to the prohibition to adapt, modify, extend, translate, etc. the Software in any way whatsoever).

Article 3 - Duration and termination

- 3.1. This Agreement shall take effect on the date on which the LICENSEE accepts it digitally via the opt-in mechanism on the LICENSOR's platform. The Agreement is entered into for an indefinite period.
- 3.2. Each Party may terminate this Agreement subject to a notice period of one (1) month. Notice of termination must be given by registered letter addressed to the other Party and, in the event of termination by the LICENSEE, a copy must also be sent by email to info@payingame.io. The notice period shall commence on the first day of the month following the date of dispatch of the registered letter.
- 3.3. Without prejudice to the provisions of Article 3.2., this Agreement shall terminate by operation of law at the moment that one of the Parties (1) is declared bankrupt by a court of first instance, notwithstanding any (successful or unsuccessful) opposition or appeal against such a court decision, (2) files a request for judicial reorganization, or (3) is voluntarily or judicially dissolved.
- 3.4. Regardless of the reason or manner of termination of this Agreement, the License shall automatically terminate upon the effective date of termination of this Agreement. All rights granted to the LICENSEE under this Agreement with respect to the Platform and the Software shall automatically and entirely revert to the LICENSOR at that time. As of that moment, the LICENSEE shall no longer be entitled to use the Platform in any way whatsoever.

Article 4 - Compensation

4.1. In exchange for the granting of the License, the LICENSEE shall owe the LICENSOR the following compensation:

- a variable commission of **1.5%** (one point five percent), calculated on the full transaction amount (excluding VAT, any other applicable sales tax and any Transaction Fees), of each Sale carried out by End Users of the LICENSEE via the Platform (hereinafter: the **"Commission"**). Where VAT or any other applicable sales tax is due in the jurisdiction of the End User, the Commission shall be increased by the applicable tax rate.

For the purposes of this Agreement:

- **"Sale"** means any paid acquisition by an End User of a virtual item or digital benefit (including, without limitation, usage tokens, NFTs, subscription-based access rights, services, or other digital content), whether as a one-time purchase or as part of Subscription Payments, through the Platform for monetary consideration to the LICENSEE. A Sale shall be deemed to occur irrespective of:
 - o the payment method used (Fiat Currency Payments, Smart Contract Payments or GalaChain Payments);
 - o the nature or purpose of the virtual item/digital benefit purchased; and
 - o whether the purchased item is internally activated within the LICENSEE's systems or, in the case of NFTs, automatically minted and transferred to the End User's wallet upon successful payment.

For the avoidance of doubt, a Sale does not include:

(i) Crafting actions as described in Appendix 1; or

(ii) the creation or generation of virtual items (including NFTs) by the LICENSEE through the Platform.

- **"Transaction Fees"** means any fees or costs applied in connection with the execution of a Sale through the Platform. Transaction Fees include, without limitation fees or costs applied by third-party payment service providers and blockchain transaction costs (such as Stripe Connect fees, gas fees, GalaChain platform charges, etc.).

Transaction Fees are separate from and in addition to the Commission and shall remain for the account of the LICENSEE. Any VAT or other applicable sales taxes imposed on Transaction Fees shall likewise be borne by the LICENSEE.

4.2. Payment of the Commission shall occur in an automated manner as follows:

- for transactions executed via Fiat Currency Payments (including Subscription Payments processed via Stripe), the Commission (plus any applicable sales tax on the Commission) as specified in Article 4.1 shall be automatically allocated to the LICENSOR via the Stripe Connect architecture set up for this purpose. The technical operation and timing of this payment depends on Stripe's standard procedures and payment mechanisms;
- for transactions executed via Smart Contract Payments (including Subscription Payments processed via Web3 smart contracts), the Commission (plus any applicable sales tax on the Commission) as specified in Article 4.1 will be paid directly to the LICENSOR via a smart contract on the relevant cryptocurrency chain, which will automatically split the payment between the LICENSOR and the LICENSEE in accordance with the Commission percentage specified in Article 4.1;
- for transactions executed via GalaChain Payments, the full transaction amount will be paid directly by the End User to the LICENSEE. In this case, the LICENSOR will invoice the Commission (plus any applicable sales tax on the Commission) as specified in Article 4.1 directly to the LICENSEE. To this end, the LICENSOR shall send a monthly aggregate invoice (i.e., one invoice with the total amount of Commissions

(plus applicable sales tax) based on all GalaChain Payments within the relevant period), payable by the LICENSEE within thirty (30) calendar days from the invoice date.

4.3. The parties acknowledge and agree that, aside for the Commission referred to in Article 4.1, no separate fees shall in principle be payable by the LICENSEE to the LICENSOR for:

- i. the hosting of the Platform (as specified in Article 5.1 of the Agreement); and
- ii. the provision of technical support and maintenance of the Platform (as defined in Article 5.3 of the Agreement);

to the extent that such services and performances relate to, and are limited to, ensuring the general operational availability, stability, and maintenance of the Platform as reasonably required for its normal use by the LICENSEE.

The aforementioned provision does not cover services and/or performances that fall outside the normal and reasonable scope of standard support, including, but not limited to:

- support outside regular business hours. Regular business hours shall mean the period from Monday to Friday, from 9:00 a.m. to 5:00 p.m. (CET), excluding public holidays in Belgium;
- requests for functional enhancements or custom modifications tailored to the LICENSEE;
- repairs or interventions resulting from incorrect or unauthorized use by the LICENSEE or its users;
- support relating to the integration of the Platform into (external) systems or infrastructures of the LICENSEE.

If such additional services are required, they will only be performed after prior consultation and subject to written agreement between the Parties regarding the content, timing, and the applicable additional market-based compensation for the additional services concerned.

Article 5 - Other obligations and liabilities of the Parties

5.1. Hosting

The LICENSOR shall be responsible for managing the hosting of the Platform so that the LICENSEE can properly exercise its rights of use with regard to the Platform, granted under the License.

Without prejudice to the provisions of the Data Processing Agreement attached as Appendix 2 to this Agreement (and in particular Article 6.4 thereof), the LICENSOR hereby reserves the full discretionary power to choose, manage, and, if necessary, change the hosting environment or hosting provider(s) of the Platform at its own technical and operational discretion, without prior consultation with or consent from the LICENSEE, provided that the operational availability of the Platform remains reasonably guaranteed.

The LICENSOR shall in no event be held liable by the LICENSEE for any failure in the hosting that is attributable to the third-party hosting service provider(s) with whom the LICENSOR contracts pursuant to this Article 5.1.

5.2. Platform provided “as is”

The Platform is made available by the LICENSOR “as is,” including (exclusively) the components as described in Appendix 1 to this Agreement, in the state in which the Platform exists at the time it is made available to LICENSEE, with all visible and invisible errors and defects that the Platform may have at that time and without any warranty whatsoever that the LICENSOR has remedied or is obligated to remedy any such issues. Accordingly, the LICENSOR shall not be held liable in any way for any damages incurred by the LICENSEE or by (End)users of the Platform as a result of such errors or defects.

For the avoidance of doubt, the LICENSEE expressly acknowledges and accepts that the following functionalities (although described in this Agreement) are not (yet) active in the Platform as of the date of acceptance of this Agreement:

- (i) **NFT functionality;**
- (ii) **Crafting functionality; and**
- (iii) **Subscription Payments.**

The LICENSOR makes no commitment as to timing for any such functionality, which remains subject to Article 5.4. Once any such functionality is activated in the Platform (i.e., technically released by the LICENSOR), the provisions of this Agreement governing that functionality shall automatically apply.

5.3. Support and maintenance

The LICENSOR shall use reasonable efforts to maintain the general operational availability and stability of the Platform, including providing basic technical support and performing necessary maintenance operations. Such support and maintenance services shall relate exclusively to the maintenance of the existing functionalities of the Platform, as reasonably required for its normal use by the LICENSEE in accordance with this Agreement.

However, the performance of such operations shall be at the sole discretion of the LICENSOR, who shall decide independently on the necessity, content, frequency, and timing thereof, without any obligation to consult or obtain the prior approval of the LICENSEE.

5.4. New versions

The LICENSOR shall not be obligated to make available any new versions (with or without additional functionalities) of the Platform. The provision of any new versions of the Platform (or components thereof) shall be at the sole discretion of the LICENSOR. The provision of new versions developed by the LICENSOR either on its own initiative or at the request of the LICENSEE shall under no circumstances give rise to any new or future obligations on the part of the LICENSOR. Any new versions of the Platform made available by the LICENSOR shall, unless otherwise stipulated by the LICENSOR, remain fully subject to the terms and conditions of this Agreement. The LICENSOR shall also be entitled, for the provision of a new version with functionalities added at the request of the LICENSEE, to make it a condition that a new agreement is entered into and that an adjusted, additional fee is paid for such provision.

5.5. Smart contracts

Where (i) the NFT functionality as described in [Appendix 1](#) to this Agreement is activated, or (ii) the payment option for cryptocurrency payments via smart contracts on a public blockchain (the Smart Contract Payments) (including Web3-based Subscription Payments), is automatically executed through the Platform, or (iii) the Crafting functionality as described in [Appendix 1](#) is used, the Parties expressly acknowledge and confirm that the accompanying smart contracts are drafted by the LICENSOR but deployed through the LICENSEE's wallet.

LICENSEE shall become the formal owner of the deployed smart contracts. However, the LICENSOR shall retain, through technically implemented role-based admin rights, the necessary access and administrative rights to ensure the proper performance of this Agreement. These administrative rights shall include, without limitation:

- For NFT functionality and Smart Contract Payments: the LICENSOR shall retain the role of CommissionAdmin, i.e. the right to adjust the parameters of the Commission as defined in Article 4.1, to ensure that the applicable VAT or other sales tax rate is correctly reflected in the smart contract;
- For Crafting functionality: no Commission shall apply. Crafting actions are executed directly by End Users via their wallet, and the associated blockchain transaction costs (including, without limitation, gas fees) are for the account of the End User. The LICENSEE shall be solely responsible for ensuring that End Users are properly informed of, and legally bound by, this allocation of costs. Under no circumstances shall the LICENSOR be held liable for such gas fees or for any aspect of the execution of the Crafting actions.

Access to such smart contracts via the Platform interface is technically facilitated by the LICENSOR, without affecting the LICENSEE's ownership. The LICENSEE shall as formal owner remain fully responsible for the use of all such smart contracts, including all operational and legal consequences thereof, and shall bear all related costs, including but not limited to deployment costs, transaction costs, and any costs related to the interaction between the LICENSEE's wallet and the smart contracts.

5.6. Subscriptions

Where the Subscription functionality as described in [Appendix 1](#) is used, the LICENSEE shall be solely responsible for the creation, configuration, pricing, duration, billing cycle, and communication of subscription models towards End Users.

LICENSEE accepts and agrees that the Subscription Payments may be processed either (i) via Stripe (recurring fiat payments) or (ii) via Web3 smart contracts. In the case of Web3-based Subscription Payments, Article 5.5 shall apply.

The LICENSEE acknowledges and accepts that all Subscription Payments are subject to the technical limitations and procedures inherent to the system used (e.g. Stripe or Web3 smart contracts), including, without limitation, the applicable cancellation rules. The technical execution of cancellations within the Platform shall be managed by the LICENSOR. This shall not affect the LICENSEE's responsibility towards End Users for the communication of, and compliance with, applicable legal requirements regarding cancellations.

5.7. Data responsibility

The responsibility for the processing of data (including but not limited to personal data) provided to the LICENSOR by or via the LICENSEE or any third party, whether or not an (End)user of the Platform, in the context of the execution of this Agreement, lies exclusively with the LICENSEE. This means that the LICENSEE is responsible for the lawfulness of such data and ensures that it does not infringe on the rights of third parties, of any kind.

This responsibility of the LICENSEE also includes the use of functionalities within the Platform that allow, upon login by an End User, for the reading of their public wallet address and the detection of NFTs linked thereto, which may then be associated with game data or game experiences. The LICENSEE warrants that such use is carried out in compliance with applicable laws and regulations, including data protection legislation (such as the General Data Protection Regulation), and that End Users are adequately informed thereof, and, where required, their valid consent is obtained.

The LICENSEE shall indemnify the LICENSOR in full against any claims from third parties in connection with the processing of such data in the performance of this Agreement.

Insofar as personal data is concerned, the respective rights and obligations of the Parties are further regulated in a separate data processing agreement, attached as [Appendix 2](#) to this Agreement.

5.8. Compliance with regulations

The LICENSEE acknowledges and accepts that, as a service provider and seller, it is responsible for complying with all applicable legal obligations towards its End Users (including consumers) in relation to the use of the Platform (including the Management Environment and the Payment Interface).

These obligations include compliance with all applicable regulations regarding consumer protection, data protection, electronic commerce, and other relevant national, international, or European regulations applicable to the activities of the LICENSEE and (the use of) the Platform.

The LICENSEE undertakes to provide, where legally required, on or through the Platform itself (including the Payment Interface), all necessary documents or information such as terms and conditions, privacy statements, disclaimers, or age notices, as may be required to comply with applicable regulations.

The LICENSEE undertakes to draw up its own general terms and conditions, terms of use and/or equivalent legal documents, to integrate them into the [Payment Interface](#) and to make them legally binding on each End User thereof, before or at the latest at the time of the first use of the Payment Interface. These terms and conditions shall include, without limitation:

- a clear and explicit exclusion of any liability of the LICENSOR for any damage resulting from or related to the services provided by the LICENSEE and/or the use of the Platform;

- a description of the obligations of the End Users, including at least: the correct and up-to-date entry of data; the confidential treatment of confidential data (including payment data); and compliance with the terms of use as provided;
- a prohibition on reverse engineering, copying, reproducing, or otherwise reusing the Platform or parts of the underlying Software, regardless of the method or technique used;
- the exclusive use of the Platform for legitimate purposes;
- respecting all intellectual property rights of the LICENSOR.

If and insofar as the cooperation or intervention of the LICENSOR is required to adapt the Platform with a view to compliance with the aforementioned regulations, and/or for the technical integration of documents, statements, or terms (such as general terms and conditions, disclaimers, age statements, or privacy statements), and/or for the implementation of a valid opt-in mechanism for their acceptance, the LICENSEE undertakes to inform the LICENSOR in prompt time and in writing, with clear and specific instructions. Such services shall be considered services and/or performances that fall outside the normal and reasonable scope of standard support, within the meaning of Article 4.3, second paragraph. These services shall only be performed after prior consultation and subject to written agreement between the Parties on the content, timing, and applicable additional market-based compensation.

The LICENSOR shall not be liable for any failure by the LICENSEE to comply with applicable regulations in connection with the use of the Platform by the LICENSEE, its appointees, its employees, (third-party) users, consumers, and other End Users.

The LICENSEE shall fully indemnify and defend the LICENSOR against any claim, demand, penalty, or proceedings brought by third parties (including consumers, End Users or competent authorities) arising out of or in connection with any breach by the LICENSEE of its legal obligations or of the provisions of this Agreement.

5.9. Responsibility for digital offerings

The LICENSEE acknowledges and accepts that it bears sole responsibility for the content, configuration, pricing, and overall implementation of all virtual items made available to End Users through the Platform, including but not limited to NFTs, usage tokens, items generated or exchanged through the Crafting functionality and any digital benefits provided under subscription models. The LICENSEE guarantees that such items and their use do not infringe the rights (including intellectual property rights) of third parties and comply with all applicable laws and regulations. The LICENSOR shall under no circumstances be liable for the content, economic value, marketability, transferability, or legal qualification of such virtual items, nor for any claims by End Users or third parties in relation thereto. The LICENSEE shall fully indemnify and hold harmless the LICENSOR against any such claims.

5.10. Management Environment – Terms of Use

The LICENSEE undertakes to make the terms of use for the Management Environment, as included in Appendix 3 to this Agreement (the "**Terms of Use**"), properly and continuously available to the users of the Management Environment, by means of clear and permanent inclusion within the technical framework of the Management Environment itself. The LICENSEE further warrants that users are sufficiently informed about the existence and applicability of the Terms of Use, and that these are binding for each individual use of the Management Environment.

5.11. Force majeure

The LICENSOR shall not be bound to fulfill any contractual obligation if it is prevented from doing so as a result of force majeure. Force majeure shall include, but is not limited to:

- force majeure on the part of the LICENSOR's suppliers, as a result of which those suppliers are unable to fulfill their own obligations toward the LICENSOR;
- failure by the suppliers of hosting services to fulfill their obligations under the agreements concluded with the LICENSOR;

- government measures;
- disruptions in the electricity grid or the telecom network;
- strikes by own personnel or that of suppliers;
- natural disasters recognized by the government.

5.12. **Orders from authorities**

The LICENSOR is entitled, without prior notice to or consent from the LICENSEE, to comply with an order from a (judicial or administrative) authority (including competent authorities under the Digital Services Act (Regulation (EU) 2022/2065)) to:

- remove or make inaccessible specific (whether or not illegal) content on the Platform; and/or
- provide information about one or more users of the Platform (including the Licensee).

The Licensor shall exercise due care in the assessment and execution of such orders.

Article 6: Miscellaneous provisions

- 6.1. The LICENSEE is not permitted to transfer this Agreement in whole or in part to a third party, except with the prior written consent of the LICENSOR.
- 6.2. This Agreement supersedes all previous verbal and written agreements between the Parties concerning its subject matter. Future amendments to this Agreement may only be made in writing, by means of an addendum to this Agreement signed by both Parties.
- 6.3. The invalidity, nullity, or unenforceability of one or more provisions of this Agreement shall not affect the validity and enforceability of the remaining provisions of this Agreement or of the Agreement as a whole. The Parties shall, in such case, in good faith seek to replace the invalid, null, or unenforceable provisions with one or more new provisions that most closely reflect the original intent of the affected provisions.
- 6.4. This Agreement (including its formation, performance, and termination) shall be governed exclusively by Belgian law. All disputes to which this Agreement may give rise, and which cannot be resolved amicably between the Parties, shall fall under the exclusive jurisdiction of the competent Dutch-speaking courts of the judicial district of Brussels.

Appendices:

- Appendix 1: Description of various components, technical and functional properties of the Platform and the underlying Software;
- Appendix 2: Data Processing Agreement;
- Appendix 3: Terms of Use for the Management Environment.

<p style="text-align: center;">APPENDIX 1</p> <p style="text-align: center;">Description various components, technical and functional properties of the Platform and the underlying Software</p>
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Platform:

The digital software Platform consists of two main components (i) the Management Environment and (ii) the Payment Interface:

I. Management Environment:

The Management Environment allows the LICENSEE to administer and configure payment processes for virtual items offered for purchase within the game(s). It also enables the LICENSEE to choose between different chains (FIAT, GALACHAIN, or other activatable chains) to receive payments. Reports are available to ensure compliance with tax obligations.

Furthermore, the admin section allows the activation of NFT functionality for specific games, including the configuration of minting parameters and the monitoring of NFT transactions.

Additionally, the admin section enables, upon login by an End User, the reading of the wallet address, the detection of compatible NFTs, and the linking of such NFTs to the gaming experience.

Functional features:

General

The Management Environment allows the LICENSEE to:

- Add, modify or deactivate users
- Activate crypto contracts to execute payments on the chain of choice
- Add, modify or remove games
- Add, modify or remove products
- Add, modify or remove prices
- Add, modify or remove translations
- Development portal allowing to link the payment system to the game in question
- Dashboard allowing to view and manage payments for Tax reports

NFT functionality

The Management Environment enables the LICENSEE to use the built-in NFT functionality, which forms an integral part of the Platform by default. Smart contracts are created by the LICENSOR and deployed via the LICENSEE's own wallet. This functionality allows, among other things, to:

- Create NFTs
- Select the underlying blockchain (e.g., Ethereum, Polygon, Avalanche)
- Configure minting parameters and metadata
- Facilitate NFT sales through the payment options of the Payment Interface
- Automatically mint and transfer the NFT to the End User's wallet upon successful payment, in accordance with the preconfigured logic of the smart contract

Endpoint for wallet reading

The Management Environment includes a built-in functionality that allows the LICENSEE, when using NFTs in the game, to utilize an endpoint for reading End Users' wallets.

When an End User logs in with their wallet, the public wallet address is retrieved. The Platform then identifies which NFTs are stored in the wallet and determines which of them are compatible with the LICENSEE's game. This data can subsequently be linked to game data. This functionality allows, among other things, to:

- Read the End User's wallet address
- Detect which NFTs are present in the wallet
- Determine which of these NFTs are compatible with a specific game
- Link NFT ownership to access or functionalities within the game environment

Crafting functionality

The Platform also includes a built-in crafting functionality (hereinafter “Crafting functionality”). This functionality enables the LICENSEE to configure mechanisms by which End Users may exchange or combine specific virtual items (including usage tokens and NFTs) for other virtual items.

Subscription functionality

The Management Environment enables the LICENSEE to create, configure, and maintain subscription models (hereinafter the “Subscription functionality”). This includes, setting the subscription fee, duration, billing cycle (e.g., monthly), applicable digital benefits, and the applicable cancellation rules. All such settings shall at all times operate strictly within the technical limitations, functionalities, and parameters of the subscription system as implemented by the LICENSOR (including, without limitation, Stripe or Web3 smart contracts).

Technical features:

- Connection with Stripe for managing payments
- Contracts created by the LICENSOR are activated via a “factory” contract after the user provides approval in the admin section
- SQL Server for data storage
- Windows Server 2019 as the operating system
- ColdFusion for the REST API
- SvelteKit for the front end
- Galachain for Gala payments

II. Payment Interface:

The Payment Interface is the End User–facing module used to display payable amounts and execute payments. It supports:

(a) Single payments:

The payment interface is a page that, based on parameters in the URL, displays to the End User of the LICENSEE the amount to be paid for a specific virtual item in the game. Based on the End User’s selection, a payment will then be processed via: (i) Fiat Currency Payments (Stripe); (ii) Smart Contract Payments (public blockchains such as Ethereum or Avalanche); (iii) GalaChain Payments. Upon successful payment, the system will send a confirmation message to verify the payment.

(b) Subscription Payments:

The Payment Interface also includes a Subscription functionality, which enables End Users to enter into subscription models as configured by the LICENSEE in the Management Environment. Under such models, End Users pay a recurring fee (e.g., monthly) to maintain access to services, content, or features of the LICENSEE’s application and/or to obtain digital benefits (e.g., virtual items such as usage tokens, or NFTs). Subscriptions may be processed via: (i) Stripe (recurring fiat currency payments); or (ii) Web3 smart contracts, where the End User authorizes the automatic recurring transfer of the agreed subscription amount from the End User’s wallet.

Functional features:

- Page for displaying payment(s) to the End User
- Stripe integration for processing payments in FIAT
- Connection to MetaMask, CoinWallet, or other wallets for executing payments via smart contracts or Gala

Technical features:

- SQL Server for retrieving data
- ColdFusion for the REST API

- SvelteKit for the front end
- Stripe for payment processing
- Galachain for payments on the Galachain
- Smart contracts for payments on other chains
- Interactions with smart contracts for NFT minting are automated based on preconfigured logic

Software:

Windows SQL Server 2019, ColdFusion, Sveltekit, Coingecko api , Windows Server 2019

APPENDIX 2 Data Processing Agreement

This data processing agreement (hereinafter "**DPA**") forms an appendix to the license agreement and thus forms an integral part of the agreement entered into between the LICENSOR and the LICENSEE (hereinafter the "**Agreement**"). By agreeing to the Agreement, the Parties agree to the terms included in this DPA.

CONSIDERING THAT:

- A. The LICENSEE acts as the **Controller**.
- B. The LICENSEE wishes to outsource certain services, which involve the processing of Personal Data, to LICENSOR, the **Processor**.
- C. The Parties seek to implement a data processing agreement that complies with the requirements of the current legal framework in relation to data processing and with the 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"; hereinafter: "**GDPR**").
- D. The Parties wish to lay down their rights and obligations, pursuant to Article 28 GDPR.

THE PARTIES HAVE AGREED AS FOLLOWS:

1. Definitions

The definitions used in this DPA are those used in the GDPR, unless expressly stated otherwise herein. Terms such as 'Personal Data', 'Process/Processing', 'Controller', 'Processor', 'Data Subject', 'Data Breach', 'Supervisory Authority' and any other term defined by GDPR used in this DPA, shall thus have the same meaning as in the GDPR and shall be construed accordingly, unless expressly stated otherwise.

Unless otherwise provided in this DPA, other capitalized terms shall have the same meaning as set forth in the Agreement.

2. Legal framework

The Processing must comply with the requirements of the applicable legislation (hereinafter referred to as "**Applicable Legislation**"), including:

- i. the GDPR;
- ii. any Belgian laws implementing/completing/enforcing the GDPR;
- iii. any decisions, opinions and recommendations of the Belgian Data Protection Authority and/or of any other competent authority;
- iv. any specific (sectoral and binding) regulations.

3. Scope and purpose

- 3.1. The Processor shall Process Personal Data on behalf of the Controller. The Controller shall be solely responsible for complying with legal requirements relating to data protection, in particular regarding the transfer of Personal Data to the Processor and the Processing of Personal Data.
- 3.2. Based on this responsibility, the Controller shall be entitled to demand the rectification, deletion, blocking or render of Personal Data available in accordance with the provisions of this DPA.

- 3.3. The purpose of this DPA is to ensure adequate protection in the framework of Processing Personal Data by the Processor, based on the documented instructions of the Controller and in accordance with Applicable Legislation.
- 3.4. The categories or types of Personal Data Processed within the framework of this DPA are as follows:
- Contact data, including but not limited to: email address, etc.;
 - Payment data, including but not limited to: credit card information and other payment-related data;
 - Blockchain-related identifiers, including public wallet addresses and metadata relating to digital assets (such as NFTs), insofar as these can be linked to an identified or identifiable natural person.
- 3.5. The categories of Data Subjects whose Personal Data are Processed are as follows:
- Third-party users of the Platform, in particular the Controller's customers (the End Users);
 - Internal users of the Platform, in particular employees or other appointees of the Controller who have access to the Management Environment.
- 3.6. The Personal Data are processed for the following purposes:
- To fulfil the Processor's contractual obligations under the Agreement, in particular to provide the services to the Processor as stipulated in the Agreement.

4. Duration

- 4.1. This DPA shall enter into force on the date of entry into force of the Agreement (of which this DPA forms an appendix) and shall remain in force for the duration of that Agreement, unless otherwise agreed in writing between the Parties.
- 4.2. Upon expiry of the DPA, the Processor shall, at the choice of the Controller, return all the Personal Data transferred and the copies thereof to the Controller or shall delete and/or anonymize all the Personal Data in an irreversible manner, unless the Applicable Legislation imposed upon the Processor prevents it from returning or destroying all or part of the Personal Data Processed.

5. Specific obligations of the Controller

The Controller commits:

- i. that the Personal Data transferred – or made available by it to the Processor –are lawfully collected, in accordance with the Applicable Legislation;
- ii. to entrust the Processing of Personal Data to the Processor only for legitimate purposes, in accordance with the conditions set by the Applicable Legislation and the contracts concluded between the Controller and the Data Subjects;
- iii. to provide the Processor with the information necessary to enable him to comply with the Applicable Legislation.

6. Specific obligations of the Processor

- 6.1. Processing in accordance with the documented instructions of the Controller: The Processor shall Process the Personal Data only within the scope of the Controller's documented instructions, and exclusively for the purposes described by the Controller, including with regard to transfers of Personal Data to a third country or an international organization, unless required to do so by Union or Member State law to which the Processor is subject in which case the Processor shall inform the Controller of that legal requirement prior to any Processing, unless it can evidence that such law prohibits to disclose such information on important grounds of public interest.

If the Processor believes that an instruction of the Controller infringes the Applicable Legislation, it shall point this out to the Controller without undue delay.

- 6.2. Confidentiality: The Processor shall ensure that persons authorized or entrusted with Processing Controller's Personal Data, such as but not only, its representative and subcontractors having access to Personal Data, to maintain the same level of confidentiality as described in this DPA.
- 6.3. Technical and organizational measures: Pursuant to article 28, 3 (c) of the GDPR, the Processor shall take the appropriate technical and organizational measures to adequately protect the Controller's Personal Data against misuse and loss in accordance with Applicable Legislation and in particular with the requirements of the GDPR (article 32 GDPR).
- 6.4. Sub-contracting by the Processor: The Processor shall not engage any other (sub-)Processors without the prior specific or general written consent of the Controller.

The Controller hereby grants the Processor a general written authorization to engage (sub-)Processors in connection with the provision of services under the Agreement. The Processor shall notify the Controller of any intended changes regarding the addition or replacement of other (sub-)Processors, giving the Controller the opportunity to object to such changes. The Controller has seven (7) calendar days from the date of the Processor's notification (which may be sent by email) to reasonably object to the new sub-Processor. If the Controller does not respond within seven (7) calendar days, the sub-Processor shall be deemed accepted.

The DPA contains a list of sub-Processors that the Processor has or intends to use (included in Annex 1 to the DPA). By entering into this DPA, the Controller consents to the use of these sub-Processors.

If the Processor relies upon a sub-Processors who processes Personal Data for which the Controller is responsible towards the Data Subject, it shall impose on that sub Processor the same or at least similar Personal Data protection obligations as set out in this DPA between the Controller and the Processor and seek for additional guarantees if so required by Applicable Legislation, in particular – but not only – in the event of transfer of Personal Data to territories outside the European Economic Area. The Processor shall remain fully liable to the Controller for the due performance of the sub-Processor's obligations as well as of subsequent sub-Processors if the case may be.

6.5. Collaboration duties:

Taking into account the nature of the Processing and the information available to it, the Processor undertakes to assist the Controller in fulfilling the Controller's responsibility to comply with the following data protection obligations, among others:

- responding to requests for the exercise of the data subjects' rights (6.5.2);
- notifying the Supervisory Authority and Data Subjects of a Personal Data breach (6.5.3);
- carrying out a Data Protection Impact Assessment (6.5.4).

The Controller shall bear all reasonable costs associated with the Processor's performance under clauses 6.5 and 6.6, unless the matter arises from the Processor's negligence, willful misconduct, or breach of this DPA, in which case the costs shall be borne by the Processor.

6.5.1 In the event of interactions with the Supervisory Authority

The Processor agrees to comply with all reasonable requests from the Controller with undue delay. The Processor shall, without undue delay, inform the Controller in case of a breach of this DPA or any Applicable Legislation. In such an event, the Processor shall, where necessary, implement adequate measures to secure the affected Personal Data and to mitigate potential adverse effects on the Data Subjects and inform the Controller of the measures it has taken.

The Processor shall support the Controller in fulfilling the Controller's disclosure obligations under the Applicable Legislation.

The Processor shall promptly notify the Controller of any inspection in relation to Personal Data by the Supervisory Authority or any other competent authority under Applicable Legislation or local laws,

provided that such notification is not legally prohibited.

6.5.2. In the event a Data Subject exercises any of their rights or makes a request

Where the Controller, based upon the obligations under the GDPR, is obliged to provide information to a Data Subject about the Processing of his or her Personal Data, the Processor shall assist the Controller in making this information available.

The Processor shall as soon as possible, refer the requests of the Data Subject to the Controller and shall assist the Controller with any request from a Data Subject concerning his or her rights under Applicable Legislation, unless the Applicable Legislation or an order of a competent authority prohibits the Processor from giving such notice.

6.5.3. In the event of a Data Breach.

The Processor shall notify the Controller without undue delay upon becoming aware of a Data Breach affecting Personal Data, providing the Controller with sufficient information to allow the Controller to meet any obligations to report or inform the Supervisory Authority or any other competent authority and, if the case may be, the concerned Data Subjects of any Data Breach in accordance with Applicable Legislation and in particular the articles 33 and 34 GDPR.

The Processor shall cooperate with the Controller and take reasonable commercial steps as directed by the Controller to assist in the investigation, mitigation, and remediation of each such Data Breach.

6.5.4. In the event of a Data Protection Impact Assessment and Prior Consultation

The Processor shall provide reasonable assistance to the Controller with any Personal Data Protection Impact Assessments and Prior Consultations with the Supervisory Authority or any other competent Authority as prescribed by Applicable Legislation and in particular the articles 35 and 36 GDPR.

6.6. Data Processing audits by the Controller: The Processor will allow the Controller to audit and verify the fulfilment of its obligations under this DPA and shall provide the Controller with all information, documentation and evidence the latter requests. Such requests for audits must be made with at least fourteen (14) calendar days' advance written notice and during normal business hours, to minimize disruption to the Processor's operations.

7. Liability

7.1. Both Parties are liable to the Data Subject(s) as set out in Article 82 of the GDPR.

7.2. The Processor's liability towards the Controller is limited to direct damage suffered by the Controller as a result of the Processor's failure to fulfill any obligation under this DPA, due to an error or omission on the part of the Processor. The total liability of the Processor under this provision 7.2 shall at all times be limited to an amount equal to two (2) months' average Commissions, whereby the average monthly Commissions shall be calculated on the basis of the Commissions as specified in Article 4 of the Agreement, received by the Processor during the twelve (12) months prior to the event causing the damage.

Annex to DPA:

1. List of approved sub-Processors

Annex 1: List of approved sub-Processors

- Stripe Payments Europe, Limited

APPENDIX 3 Terms of Use for the Management Environment

Terms of use

These terms of use (the “Terms”) govern the use of the Management Interface (as defined below) by Authorised Users (as defined below). They form an integral part of the License Agreement between NFT HOLDING BV, a company incorporated under Belgian law, with registered office at 9320 Aalst (Belgium), Groeneweg 17, and registered in the Belgian Crossroads Bank for Enterprises under number 0786.434.824 (the “Provider”), and [to be completed with: Company Name of LICENSEE], having its registered office at [to be completed with: address of LICENSEE] (the “Licensee”).

These Terms apply to and are binding upon all Authorised Users as a condition for accessing or using the Management Interface.

1. Definitions

For the purposes of these Terms:

- “Management Interface” means the administrative and configuration interface of the software platform made available to the Licensee by the Provider pursuant to the Agreement.
- “Authorised User” or “User” means any natural person who is granted access to the Management Interface by or on behalf of the Licensee, under its responsibility and within the limits of the rights granted by the Agreement.

2. Scope and use

The Management Interface is made available exclusively for use by Authorised Users in the context of the Licensee’s internal commercial activities.

Each User may only access and use the Management Interface:

- a) in accordance with the Agreement and these Terms;
- b) solely for the benefit of the Licensee;
- c) within the scope of the access rights assigned to them by or on behalf of the Licensee.

3. Restrictions

Users shall not:

- a) use the Management Interface for any unlawful, infringing or unauthorised purpose;
- b) attempt to gain unauthorised access to any part of the Management Interface or to systems of the Provider;
- c) reverse-engineer, decompile, disassemble or otherwise attempt to derive the source code of any component of the Management Interface;
- d) use scripts, bots, scrapers or other automated tools to access, query, or extract data from the Management Interface, unless expressly authorised in writing by the Provider.

4. Content moderation

The Management Interface is not intended for the public posting or publication of content. However, Users shall ensure that all data or content entered into the Management Interface is lawful, accurate, and appropriate.

The Provider reserves the right to restrict or remove any content entered by or on behalf of the User where necessary to safeguard the security, stability or integrity of the Management Interface. No algorithmic moderation is applied; moderation, where applicable, shall be carried out manually.

5. Notification of (potential or actual) infringements

If a User believes that certain content accessible through the Management Interface is unlawful, infringes intellectual property rights, or violates these Terms, the User is requested to immediately notify the Provider via the following contact email address: info@payingame.io.

The Provider will handle any such notification with due care and within a reasonable timeframe. However, the Provider is under no obligation to take any action unless it is, at its sole discretion, satisfied that an infringement has indeed occurred.

6. Intellectual property

All intellectual property rights in and to the Management Interface and the underlying software (including but not limited to source code, architecture, algorithms and design) are and remain the exclusive property of the Provider.

No provision in these Terms or the Agreement shall be interpreted as a transfer, assignment or grant of ownership or any other intellectual property rights to the User or the Licensee.

The User is granted a limited, personal, non-transferable and non-sublicensable right to access and use the Management Interface, exclusively in accordance with the Agreement and these Terms.

Users shall not remove, obscure or alter any proprietary notices or intellectual property markings on the Management Interface.

7. Contact points in accordance with Regulation (EU) 2022/2065

In accordance with the Digital Services Act (Regulation (EU) 2022/2065), the Provider has designated the following contact points:

a) **For competent authorities** (including the European Commission, the Board for Digital Services, and national Digital Services Coordinators):

Email: info@payingame.io.

Languages: Dutch, English

b) **For Users** of the Management Interface:

Email: info@payingame.io.

Languages: Dutch, English

8. Amendments

The Provider reserves the right to amend these Terms from time to time. Updated versions will be made available via the Management Interface. Continued use of the Management Interface after publication of the amended Terms shall constitute acceptance of the updated version.

9. Governing law and jurisdiction

These Terms are governed by Belgian law. Any dispute arising in connection with these Terms shall fall under the exclusive jurisdiction of the competent Dutch-speaking courts of the judicial district of Brussels.

Last updated: 16/10/2025.
