

**GAME TRANSACTIONZ**  
**Partner Access Agreement**  
**Terms and Conditions**



## COVER SHEET

<b>Game(s) to integrate :</b>	Names: Current availability: iOS / Unity / Core
<b>Term:</b> as of (date): Initial term:	1 year, renewal term : 1 year
<b>Agreed Percentage (fee):</b>	Fifty percent (50%)
<b>Territory:</b>	Worldwide, game play restricted to Austria, Belgium, Cyprus, Czech Republic, Denmark, Germany, Luxembourg, Monaco, Netherlands, România, Spain, United Kingdom and Sweden.
<b>Other Remarks</b>	Subject to acceptance of game(s) and these T&C

**Signed for and on behalf**

Name Representative \_\_\_\_\_

Title: \_\_\_\_\_

Company \_\_\_\_\_

I've read and accept these Terms & Conditions 

Date: \_\_\_\_\_

Signature \_\_\_\_\_

## Introduction

We operate a platform for so-called 'skill driven games' including competitive game play with or without monetary incentives (the "Platform"). Partner wishes access to the Platform to integrate its proprietary or curated game(s) into the GTZ-platform and benefit from our services in hosting these games under this Agreement ("Services").

## Article 1. Agreement

- a. *General.* This Partner Access Agreement constitutes a legal agreement ("**Agreement**") between you, the **Partner** (which in this document also includes "you" or "your"), of which the details are included in the Cover Sheet, and **EazeGames B.V.** duly acting under the name **Game Transactionz**, a legal entity under the laws of the Netherlands, established in Amsterdam and currently having its offices at Singel 122B 1015AE, Amsterdam, The Netherlands (which in this document also includes "**GTZ**" and "we", "us" or "our"). In this Agreement you and we are referred individually to as Party and referred to jointly as Parties.
- b. *Scope.* By signing the Cover sheet or, by registering for an account, or by using any of our software applications you acknowledge that you have received, read and accept all terms and conditions in this Agreement. This Agreement applies to all (legal) acts between you and GTZ and will remain applicable until termination unless it is stipulated otherwise in this Agreement. The applicability of any other conditions (of use) or agreements is explicitly rejected, unless and insofar as Parties explicitly agreed on their applicability.
- c. *Changes.* A derogation from this Agreement will only be valid if Parties have agreed upon it in writing. It will be necessary to from time to time amend the terms and conditions of this agreement, and we may so amend, change, modify or revise this Agreement at any time by sending you notice by mail or through posting a notice on our website ("Website"), informing you of any material changes.

## Article 2. Services

- a. *SDK and Integration support.* The Platform can only accept games that comply with certain minimum technical requirements (e.g. operating systems, updates) and have the necessary functional features (e.g. non-randomness, availability of a single player mode, score obtaining, time limitations). To this end we will provide you with a software development kit ('SDK'), including later updated versions, suited to adapt your games where needed to meet these requirements for use in the Platform, specifying the necessary instructions, and technical and functional requirements to you. We will furthermore make available integration support by sufficiently experienced staff during our office hours.

Our services do not include iOS App store submission and / or release support. Also, it will remain your responsibility to provide a suitable game in line with these requirements. Any use of the provided software is subject to license terms (article 4), and it should be clear that the use of the SDK and

integration service offers no promise or guarantee of successful adaptation or acceptance of your game.

- b. *Vetting*. The Partner will make modified game(s) available to GTZ for review, so that we may determine, in our sole discretion, if the game is compliant for use on the Platform and can be deployed. If we think it is helpful further validation may be required in a sandbox environment and/or by monitoring game play without financial incentives, ahead of acceptance by us. An acceptance does not imply the continued acceptance or deployment of the game, which may be subject to further vetting. Any subsequent update or modification must be notified to us and will require a new determination of compliance by us. Also, game requirements will change from time to time, and it will remain your responsibility to update your game in line with our instructions or updates communicated by us.
- c. *Operation*. Following our acceptance your game can be released on the Platform under this Agreement and opened for play by end users ('Player'). Subject to the terms and conditions of this Agreement, we shall facilitate and manage game play on the Platform, including 'for money' matches and competitions. Our operation services include:
  1. the entry processing (KYC), administration and communications with Players, the creation and management of Player accounts,
  2. financial handling; manage deposits & withdrawals, the collection and distribution of fees and winnings,
  3. the resolution of customer disputes
  4. customer support of Players with regard to the set-up of game play on the platform, such as questions regarding matching, winnings, deductions, while relaying questions to you regarding the game itself,
  5. server hosting and scaling of the game play,
  6. the suitable matching of players and setting up of Player competitions, rankings, live winners' listings,
  7. anti-fraud and anti-cheat monitoring,
  8. Admin functions; manage game parameters, settings, entry fees, suspension or blocking of players accounts,
  9. providing access to analytics data relevant to your game(s); such as live monitoring of data regarding Player engagement, - retention and revenue.
- d. *Player monitoring*. Partner shall pass to GTZ information of any misuse, or unauthorized use of user passwords, user names, contact details, or any other information provided in a customer account without delay. GTZ at its sole discretion can decide to, and Partner can at its sole discretion instruct GTZ to, suspend, restrict or block customer accounts or certain information with regard to an account. If such (suspected) use is relevant to revenue generated by game play GTZ is free to suspend revenue payment to you.
- e. *Suspension*. If you are in breach of any obligation under this Agreement, or if GTZ have a reasonable suspicion of such a breach, we may suspend part of or all services under this Agreement at our discretion, including the deployment of games on the platform and the payment of revenue.
- f. *Amendment*. We may modify, enhance, update or provide appropriate replacements the operational services or any part thereof at any time, and remove functionalities or features these services at any time.

### Article 3. Fees and payment

- a. *Integration service.* The integration of games by Partner into the GTZ-platform and the authorized access and use of the GTZ-platform by Partner is free of charge under the terms of this Agreement.
- b. *Operational revenue.* You are entitled to receive a monthly fee to be determined as an Agreed Percentage of the net sales resulting from Partner generated game play (Net Sales Fee), where:
  1. the Agreed Percentage, such as with volume of game play, and is described in the above Cover sheet ("Agreed Percentage");
  2. the Partner generated game play is to be understood as all play of a game or the games from you accepted by us into the GTZ-platform;
  3. the net sales are the gross sales consisting of player's Entry Fees as received by GTZ from Partner generated game play, notably under deduction of taxes, customer discounts, chargebacks such as any payment reversals by financial institutes, cash settlements of customer disputes, competition rewards, and where applicable affiliate marketing fees, all insofar as particular to the Partner generated gameplay;
  4. unless determined otherwise in the general terms agreed between GTZ and a player Entry Fees are set at fifteen percent (15%) of the total monetary value at stake in a particular game;
  5. Entry fees are credited to the month they are received in while any deduction under the preceding par. C. can be debited at a moment in time determined by us.
- c. *Payment.* The Net Sales fee is payable over each calendar month and will then be due within two weeks following the last day of that month. All fees and payments shall be paid to the bank account of Partner included in the Cover sheet. Should the payable net sales fees not exceed two hundred euros (€200) in any given calendar month, GTZ will not transfer the payable net sales fees until the aggregate payable net sales fees held will exceed the two hundred euros (€200), at which moment GTZ will pay the Partner in the next occurring month. All transaction costs are for the account of the recipient.
- d. *Accounting.* We shall keep records regarding game play, Entry fees, deductions, etc., make such data available for you as live analytics data and provide you with a monthly revenue statement. Should you require further inspection or accounting, this will require prior notice of at least four (4) weeks and the undertaking of a further written non-disclosure agreement, and will be at your cost.

**Article 4. License and restrictions**

- a. *License.* For the term of this agreement you will have a limited, non-exclusive and non-transferable license to install, run, copy and otherwise use software provided to you by us, such as the SDK, and its components, any API's and any updates or further versions of that software to the extent it is necessary for performance of the Agreement.
- b. *Restrictions.* You are therefore not allowed under this license to disclose, reproduce or modify any software including the SDK or more generally speaking the Platform or any of its components, whether software, visuals or texts (the 'Platform-content'), or to sublicense, resell, or distribute the foregoing. You shall not allow any third party to access to the Platform. Furthermore, you shall not yourself and shall not allow any third party to
  1. decompile, take to bits, or otherwise reverse engineer or attempt to reconstruct or detect any source code or underlying ideas, user interface techniques or algorithms, file formats or programming or interoperability interfaces of the Platform-content, or
  2. eliminate any product identification, copyright or other notices, or
  3. modify or incorporate the Platform-content into or with other software or services or make derivative works thereof, or
  4. take any action that would cause the Platform-content placed in the public domain. We reserve all rights not expressly granted in this Agreement.
- c. *Promotion.* GTZ and our affiliates may use your name, trademarks and logos solely for the purpose to point out that you are a partner, using our Platform, in advertising, marketing or other promotional materials.

**Article 5. Term and termination**

- a. *Term.* This Agreement is effective as of the date this Agreement is accepted by you. The Agreement is effective for a period of one (1) year. The Agreement shall thereafter automatically renew for successive terms of one (1) year. Each Party has the right to terminate the Agreement, taking into account a notice period of at least two (2) calendar months.
- b. *Termination.* Each Party may terminate this Agreement with immediate effect (in writing) in case the other Party: A. is declared bankrupt, has been granted a moratorium on payment, has discontinued its business activities or has been liquidated, has its assets are seized or frozen; or B. has not complied with its obligations under this Agreement for a period of 30 (thirty) days after being sent a written notice of default.
- c. *Consequences.* The Parties agree that if this agreement is terminated, the terminating Party shall not be liable for damages or injuries suffered by the other Party as a result of such termination. Partner will destroy the SDK and other electronic materials you have received and return any goods received. Article 6 will survive the termination of this Agreement.

## Article 6. Confidentiality

- a. *General.* Parties will treat all data and information about the other Party that is of a confidential nature as strictly confidential, secure it in an appropriate manner and not disclose them to third parties in any way whatsoever. Parties will only use the above-mentioned information in the context of the Agreement.
- b. *Scope.* Such confidential information includes but is not limited to: all information that is explicitly indicated as confidential by the other Party, all information and data Parties come to know in the context of the Agreement, technical, financial and business information, drawings, formats, concepts, source codes, pilots and all other information which Parties know, or reasonably ought to know, is secret or of a confidential nature and should not be disclosed to third parties, for example because its disclosure could result in a reasonable chance that the other Party could incur a loss or other disadvantage. Parties may not use or disclose confidential information and/or data provided to them or which they have come to know in the context of an Agreement in the event of, whether premature or not, full or partial termination of an Agreement, or in the three years following the termination of the Agreement.
- c. Parties are entitled to disclose or hand over confidential information to the competent authorities, if and insofar as they are required to do so under applicable statutory provisions or other authority.

## Article 7. Privacy

- a. *Responsibilities.* Insofar as GTZ will independently determine the purposes and means for the processing of personal data in the performance of this Agreement, such those data of Players, we are a data 'controller' within the meaning of the General Data Protection Regulation and will take appropriate technical and organizational measures for the protection of such data. Similar obligations may rest on you, and if asked, Parties will inform each other of the measures taken. We cannot however guarantee that unauthorized third parties will not be able to breach or circumvent the measures taken and use data for unlawful or detrimental purposes.
- b. *Handling.* We will handle the personal data of Players according to our Privacy Policy and Terms of Use which may be updated from time to time and found on our website, the terms of which you hereby accept. If applicable, you will ensure that prospective Players of your game, being redirected to our Platform, directly or indirectly, give all required (explicit) consents as required in the applicable privacy legislation. Generally, you undertake to comply with all applicable national and international laws and regulations related to privacy. In the event of a (suspected) data breach at your organization, in which Player's data may be involved, you must notify us without delay, and under no circumstances later than two days (48 hours) after discovery of the data breach, following up any subsequent for information by us.

## Article 8. Liability

- c. *Exclusion.* We are not liable for **damage, loss, or injury resulting** from the use of our services or of the Platform Services, unless caused wilfully or through gross negligence. We are not liable to you for damage resulting from violation by third parties or Players of our terms and conditions. We have no responsibility to **enforce these terms to be of service to any** user.
- d. *Limitation.* If we are liable due to a breach of obligations or for losses otherwise incurred by you, our liability will exist for direct loss and not for indirect loss. Indirect loss by way of example includes, but is not limited to, loss of goodwill, lost profits, missed (investment) opportunities, and missed savings. To the extent we are liable to you, such liability will be limited in all cases to an amount equal to the amount of revenue you have received under the services performed by us to which the loss relates. In the event of an Agreement with a term of more than four (4) months, our liability will be limited to a maximum of such relevant revenue received by you in the last four (4) months, exclusive of VAT. Notwithstanding the preceding paragraphs, our liability will in all cases be limited to **EUR 2,000** (five thousand euros) per harmful incident. A series of incidents counts as one (1) incident. Any claim against us will lapse by the elapse of a period of three (3) months after the harmful incident became known to you, except in case of written acknowledgment of the claim by us.
- e. *Force majeure.* Parties will not be liable in the event of force majeure. "Force majeure" means: circumstances or events beyond the control of Parties – regardless of whether or not these circumstances were foreseen or foreseeable at the time any Agreement is signed – as a result of which Parties cannot reasonably be required to comply with their obligations under the Agreement. These circumstances include in any case, but are not limited to: war, fire, natural disasters, labour disputes, power outages, strikes, epidemics, government rules and/or comparable rules, embargoes, non-compliance (due to bankruptcy or other reasons) by suppliers, subcontractors or any other third party or parties engaged by Parties in performing the Agreement, attachments, unavailability of telecommunication services and (attempted) unauthorized penetration in and/or unauthorized use of the systems, networks and databases belonging to GTZ, the Partner, on which our services depend, as well as all malfunction caused by parties other than we have engaged.

## Article 9. Intellectual property rights

- a. *Proprietary rights.* All intellectual property rights, including, but not limited to, all existing and future rights and claims on, or in relation to, the use of copyrights and neighbouring rights, chip rights, trade name rights, trademark rights, domain names, patent rights, design rights and database rights in relation to the SDK, the API's, the platform or related items, will be vested exclusively in GTZ.
- b. *Warranty.* By making a game available to us for release on our Platform you guarantee (i) that you have all necessary rights to the game and its components including the right to promote and allow game play on our Platform, and (ii) that the game and its components do not infringe third party rights and do not contain malware or harmful content. You indemnify GTZ for claims (as well as all

costs incurred by GTZ in relation to such claims) by third parties that assert or imply that the game or component you made available does not comply with an obligation in this paragraph.

#### **Article 10. General provisions**

- a. *Entire Agreement.* This Agreement supersedes all previous agreements between Parties, regardless of whether these agreements were made orally or set out in writing. We reserve the right to amend this Agreement from time to time. The notification hereof can be made by e-mail to the address(es) listed in the Cover sheet. The amendments will enter into effect two (2) weeks after notification, unless stipulated otherwise. If you do not wish to agree to these amendments, you will be entitled to terminate the Agreement, with a notice period of one (1) month.
- b. *Competence.* This Agreement is governed exclusively by Dutch law and Parties must bring disputes before the competent court in Amsterdam. If a court declares articles from this Agreement invalid, the other articles will remain fully in force.
- c. *Transfer.* We may outsource some of our services to third parties. Transfer by you of this Agreement or the rights and obligations contained in it requires prior written permission, which permission can be given under certain conditions, to be determined at such time. You hereby give GTZ permission in advance, as referred to in Book 6, Section 159 of the Dutch Civil Code (BW), to transfer an Agreement at any time desired to a third party to be indicated by us. If and insofar as necessary or desirable, you undertake to confirm the aforementioned permission in writing.