
RESELLER AGREEMENT

DATED...1st January 2022

- (1) **G GAMING LIMITED ("Licensor")**
whose registered office is at
Kemp House, 152-160 City Road, London EC1V 2NX
Company registration number: 08403673

- (2) **Bartholomew BV ("Customer")**
whose registered office is at
Abraham Mendez Chumaceiro Boulevard 50, Curacao
Company registration number: 157359

Both licensor and Customer are subsidiaries of Gluck Group Limited, a company incorporated under the laws of Gibraltar under company number 117560, the registered office of which is at Sovereign Place, 117 Main Street, Gibraltar;

Both parties agree to be bound by the terms of this Contract which shall comprise the Front Sheet, the Games Summary Form and the attached Conditions and Schedules.

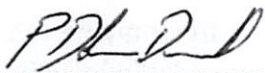
GAMES SUMMARY FORM

Description:	Instant win games and slots to be made available to Bartholomew BV for use of resell to B2C operators in exchange for a royalty fee.
Companies:	
Supplier:	G Gaming Limited, Kemp House, 152-160 City Road, London EC1V 2NX
Reseller:	Bartholomew BV, Abraham Mendez Chumaceiro Boulevard 50, Curacao
Notice Period	12 months
Royalty Fee:	Set at 5% of revenue share received excl. tax
Commencement date:	1 st January 2022

OFFER AND ACCEPTANCE

Licensor and the Customer agree:

- (i) to be bound by the terms of this Contract, which shall comprise the Front Sheet, the Games Summary Form and the attached Conditions;
- (ii) that the Games referred to in Section 1 above are to be licensed subject to the Conditions.



Signature

Paul Dolman-Darrall

Print Name

Director for G Gaming Limited

1st January 2022

Date



Signature

RudLuc Directors N.V.

Print Name

Tessely Goeloe (on behalf of Rudsel J. Lucas)

Director for Bartholomew BV

20th June 2022

Date

AGREED TERMS

1. INTERPRETATION AND APPLICATION

1.1 The definitions and rules of interpretation in this Clause apply in these terms and conditions (the "**Conditions**"):

Above-margin Bet: in relation to Scratchcards and the promotions that may be run with them, an above margin bet is one in which the player has paid more than the average long-term RTP.

Affiliate: in relation to a company means any subsidiary or holding company of that company and any subsidiary of any holding company of that company and "**subsidiary**" and "**holding company**" have the meaning set out in section 1159 of the Companies Act 2006;

Below-margin Bet: in relation to Scratchcards and the promotions that may be run with them, a below margin bet is one in which the player has paid less than the average long-term RTP.

Business Day: a day which is not a Saturday, a Sunday or a bank or public holiday in England & Wales;

Commencement Date: the first date by which all the parties to the Contract have signed the Games Summary Form;

Confidential Information: has the meaning set out in Clause 9 (Confidentiality);

Contract: the Front Sheet, the Games Summary Form (signed by both parties) and these Conditions including the Schedules;

Customer Platform: the internet gaming software platform (if any) which is owned by or licensed to the Customer and which allows for the deployment of the Games on the Customer Sites;

Customer Sites: the website(s) and mobile applications as defined in Schedule 2;

Disclosing Party: has the meaning given in Clause 9;

Documents: the manuals, handbooks and operational documents delivered to the Customer by G;

Effective Date: 01 January 2022

End User: means a person who has registered a player account with the Customer and who participates in, and utilises any of the Games on the Customer Sites;

End User Data: means and all data (including personal data) relating to the End User, from which an End User may be identified

Games: the Games described in the Games Summary Form and any other Games supplied by the Licensor or its suppliers to the Customer as may be agreed between the parties from time to time;

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;

Licensed Software: all of the following: the Games including any Updates or Upgrades (if supplied to the Customer), the Documents, the object code of the Game's software and the Intellectual Property Rights in each of the aforesaid including any modifications, enhancements or translations of any of the foregoing;

Customer: the firm or company identified as such on the Front Sheet;

Licensor: the firm or company identified as such on the Front Sheet;

Marketing Partner: has the meaning shown in Clause 8.3;

Minimum Term: the period expiring upon 12 (twelve) months following the Commencement Date

Notice Period: the notice period specified in the Games Summary Form;

Operators: the companies operating the Customer Sites that use the Licensor's software.

Revenue Share: the percentage of Net Revenues set out for each Game Genre in the Game Summary Form;

Territory: shall have the meaning given in the Games Summary Form;

Term: the Minimum Term and any renewal term agreed between the parties under clause 12.1;

Update: means any patch, correction, or other modification or addition to the Licensed Software, including maintenance, that G Gaming makes generally available to its Customers to correct errors of the Licensed Software. An Update does not include (a) any modifications or enhancements that represent an Upgrade as defined below; and (b) any support of a different hardware and/or software configuration.

Upgrade: means a release of the Licensed Software containing new enhancements, features or functionality, which is made commercially available by G Gaming at its sole discretion; and

VAT: value added tax chargeable under the applicable law for the time being and any similar additional tax.

1.2 Headings in these clauses shall not affect their interpretation.

- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The schedules form part of the Contract.
- 1.5 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.6 A reference to **writing** or **written** includes faxes but not e-mail.
- 1.7 Any obligation in the Contract on a person not to do something includes, without limitation, an obligation not to agree, allow, permit or acquiesce in that thing being done.
- 1.8 References to Clauses and Schedules are to the clauses in and schedules to these Conditions.
- 1.9 These Conditions including the Schedules shall:
- a) apply to and be incorporated into the Contract; and
 - b) prevail over any inconsistent terms or conditions contained, or referred to, in the Customer's confirmation of order, or other document supplied by the Customer, or implied by law, trade custom, practice or course of dealing.
- 1.10 The Contract shall come into effect and be legally binding when it has been executed by both parties.

2. LICENCE

- 2.1 G Gaming grants to the Customer a non-exclusive, non-transferable (save as expressly set out in this Contract) licence within the Territory and during the Term to:
- a) use the Licensed Software on its Operator Customer Sites as contemplated under this Contract and listed in Schedule 2;
 - b) to market and promote the Games, subject always to Clause 3; and
 - c) to use the Documents.
- 2.2 The Customer acknowledges that G Gaming remains the sole owner of all rights (including all Intellectual Property Rights) in the Licensed Software together with any Updates and Upgrades of the same.
- 2.3 The Customer shall procure that the Games shall be available on the Customer Sites at such times as the Customer Sites are available so as to be reasonably prominent and to be accessible in the same timeframe as other games made available to End Users on the Customer Sites.
- 2.4 The Customer agrees to:

- i) display the G loading screen for each of the Games.
- 2.5 The licence given by G Gaming in Clause 2.1 is personal to the Customer but who may sub-licence or assign the same to its Affiliates or to the Operators who use the Customer's Platform from time to time (known as Customer Sites), having given G Gaming prior written notice that it intends to do so.
- 2.6 In circumstances of G Gaming permitting the Customer to sub-licence its rights to any of its Affiliates, the Customer shall procure that any such sub-Customer acts strictly in accordance with the terms of this Contract, complies with all of the Customer's obligations applicable to it.

3. MARKETING

3.1 The Customer shall and shall ensure that its sub-Customers shall:

- a) market, promote and advertise the Games in accordance with all applicable laws in the Territory;
 - b) promote and market each of the Games; and ensure that all marketing materials promoting each of the Games are of good quality and in all circumstances; in accordance with the Promotional Guidelines applicable to the relevant Game.
- 3.2 Subject to Clause 11.4, The Customer shall indemnify and keep indemnified G from any and all losses and liabilities, costs and expenses arising as a result of any claim arising as a result of the marketing, promotion and advertising of each Game undertaken by the Customer or its sub-Customers which is not in accordance with the Promotional Guidelines.

4. G OBLIGATIONS

- 4.1 G Gaming shall provide the Games to the Customer in accordance with the terms of the Contract.
- 4.2 During the Term, G Gaming shall provide the Customer with Updates to the Licensed Software, which are designated as such by G Gaming, at no additional cost.
- 4.3 The Customer shall use such Updates as are referred to in Clause 4.2 as soon as reasonably practicable after receipt of the same from G Gaming, and shall in each case engage competent staff to do so. G Gaming shall not be liable to the Customer or any third party for any delay or loss suffered by the Customer or any third party as a result of the Customer's delay of any Updates provided to it.
- 4.4 Upon release of an Upgrade, G Gaming will make these available to the Customer but they may require additional costs which will be discussed with the Customer at the time of release. There will no obligation for the Customer to pay these costs unless they require the Upgrade.

- 4.5 Where G Gaming submits the Games (or any of them) for testing with a licensing authority in any jurisdiction in which it holds a licence or Recognition Notice allowing it to operate, G Gaming shall use all reasonable endeavours to resolve any issues or requirements generated by such testing as soon as practicably possible and at its own cost.
- 4.6 G Gaming shall have and maintain in force such licenses and consents as are necessary to provide the Games to the Customer.

5. CUSTOMER'S OBLIGATIONS

5.1 Subject to clause 5.2, the Customer shall:

- a) co-operate with G Gaming in all matters relating to the delivery of the Licensed Software;
- b) provide G Gaming, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, with access to the Customer's facilities as reasonably required by G Gaming for any purposes necessary for G Gaming to comply with its obligations under this Contract;
- c) provide to G Gaming, in a timely manner, such information as G Gaming may reasonably require and ensure that it is accurate in all material respects;
- d) ensure that the Customer Sites are in good working order, operating in accordance with all applicable laws and of the requisite specification to accept delivery and provide for the functional operation of the Licensed Software;
- e) obtain and maintain in force a gambling licence or Recognition Notice and at all times comply with all applicable legislation and regulation in relation to its exploitation of the Licensed Software and the installation of the Licensed Software;
- f) do nothing, or allow nothing to be done to the detriment of the good name and reputation of G Gaming;
- g) not act nor fail to act in any manner which may expose G Gaming or any officers, employees or agents of G Gaming to the risk of criminal prosecution arising from the use or other exploitation of any Game in any country or territory in which any of the Games is made available by Customer to End Users;
- h) not make any changes, amendments or modifications to the Licensed Software unless such changes have been agreed in writing by G Gaming;
- i) comply with all reasonable requests of any agency or licensing body which has jurisdiction and authority to make such request in respect of the advertising and distribution of each of the Games;
- j) at its own expense, provide Customer care and technical support for the Licensed Software to the Customer Sites and the resulting End Users, save that G Gaming

shall provide all such reasonable assistance as may be requested by Customer in relation to the same and at no cost to the Customer.

- k) (1) Ensure that all terms and conditions with the end user are displayed and in line with the regulatory requirements (including player requirements, methods of deposit or withdrawal of funds and all provisions in respect of Player Self Protection Mechanisms, (2) shall adhere to the privacy policy requirements, and (3) will adhere to the required regulations surrounding player complaints of: the UKGC (in the case of EU Lotto Limited), the Gibraltar Gaming Authority (in the case of EU Lotto Limited), the Malta Gaming Authority (in the case of European Lotto and Betting Limited) and the Sweden Gambling Authority (in the case of United Lottery Solutions)

5.2 If G Gaming's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, G Gaming shall not be liable for any costs, charges or losses sustained or incurred by the Customer arising directly or indirectly from such prevention or delay.

5.3 The Customer shall not, without the prior written consent of G Gaming, at any time from the date of the Contract to the expiry of 18 months after the termination of the Contract, solicit or entice away from G Gaming or employ (or attempt to employ) any person who is, or has been, engaged as an employee, consultant or subcontractor of G Gaming in the delivery of the Licensed Software other than through general solicitation not directly targeted at employees of G Gaming.

6. CHARGES AND PAYMENT

6.1 In consideration of the grant of a licence in respect of the Licensed Software, the Customer shall pay G Gaming the Royalty Fee as set out in the Games Summary Form, in this Clause 6 and in Schedule 1.

6.2 Any Royalty Fee excludes VAT (to the extent the same is applicable), which G Gaming shall add to its invoices at the prevailing rate should VAT apply to the Customer.

6.3 The Customer shall pay each undisputed invoice submitted to it by G Gaming, in full and in cleared funds, within 30 days of receipt to a bank account nominated in writing by G Gaming.

6.4 Without prejudice to any other right or remedy that it may have, if the Customer fails to pay G any undisputed amount due on the due date for payment, G Gaming may:

- a) charge interest on such sum from the due date for payment at the rate of 3% above the base lending rate from time to time of Barclays Bank Plc, accruing on a daily basis until payment is made, whether before or after any judgment and the Customer shall pay the interest immediately on demand; and
- b) provided it has given to the Customer prior written notice specifying the sum that remains outstanding, requiring it to be paid and specifying that the Games will be removed from the Customer Sites if payment is not made within 14 days of such

notice, suspend the continued licensing of the Games until payment has been made in full.

7. AUDIT

- 7.1 G Gaming shall keep separately identifiable and reasonably accurate books and records of all transactions made in relation to the Games containing such information to enable the Customer to verify the accuracy of the information contained in the Revenue Statements rendered under Schedule 1 and the Customer shall be entitled at its expense to inspect the same by its authorised representative or representatives as per the Shareholders Agreement 19th October 2018.
- 7.2 The receipt by the Customer of the Revenue Statement shall not preclude the Customer from questioning the accuracy of the Revenue Statement at any time within 6 months after the date of the Customer's receipt of such Revenue Statement and if any inconsistencies or mistakes are discovered by the Customer, G Gaming shall co-operate with the Customer to rectify such mistakes and both parties shall ensure that the appropriate payment is made to the party to which such payment is owed (to the extent it becomes evident to both parties that such payment is necessary as agreed in writing between the parties).
- 7.3 In the event that the Customer disputes the amount set out in any Revenue Statement it will notify G Gaming within 15 days of receipt of the relevant Revenue Statement and the parties shall use reasonable endeavours to resolve the dispute in line with the Shareholder's Agreement dated 19th October 2018.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1 The Customer agrees that ownership of the copyright and all other Intellectual Property Rights and title in and to the Licensed Software and other software or materials used or developed by G Gaming or its Suppliers and licensed or otherwise made available to the Customer shall at all times vest in G Gaming or its Suppliers and that the Customer possesses no ownership or claim to ownership of any such rights or title. Such software and other materials proprietary to G Gaming shall be deemed to include, by way of indication, but without any limitations whatsoever, all methods and methodologies, portions of software code, systems architecture, generic documentation text and design elements relating to or forming part of the Licensed Software to the extent that they have been developed by G Gaming or its Suppliers.
- 8.2 The Customer shall execute all such documents and do all such things as G may reasonably request from time to time to ensure that all Intellectual Property Rights in and to Licensed Software shall vest at all times in G Gaming.
- 8.3 The Customer shall not and shall procure that its sub-Customers do not and shall not authorize any third party appointed by the Customer to market the Games (**Marketing Partner**) to directly or indirectly, during the Term or thereafter, represent that it owns the Intellectual Property in the Licensed Software (or any part of it) or do anything that may adversely affect G Gaming's ownership of, or the validity and enforceability of the Intellectual Property Rights in the Licensed Software (or any part of it), and without

limitation the Customer shall not itself and shall not authorize or permit any Marketing Partner to market the Games outside the applicable Promotional Guidelines.

- 8.4 In the event that either party becomes aware that a third party or third parties are, or are about to, improperly use the Intellectual Property Rights owned by or licensed to the other party, or any part thereof, it will promptly notify the other party of all facts known to it, relating to such unlawful use and shall provide its reasonable co-operation to the other party in relation to any legal action the other party wishes to take in respect of the infringement or possible infringement of that party's Intellectual Property Rights at the other party's cost.
- 8.5 The Customer shall co-operate in good faith with G Gaming and do all such things as G Gaming may request for the purpose of securing and preserving the validity and enforceability of the Intellectual Property Rights which subsist in the Licensed Software for the benefit of G.
- 8.6 G Gaming shall indemnify and hold harmless the Customer fully against all demands, actions, liabilities, costs, expenses, damages and losses (including any interest, penalties and reasonable legal and other professional costs and expenses) suffered or incurred by Customer or its Affiliates arising out of or in connection with any claim of actual or alleged infringement of a third party's Intellectual Property Rights or other rights arising out of or in connection with the use, possession or receipt of the Licensed Software.

9. CONFIDENTIALITY

- 9.1 Each party ("**Receiving Party**") shall keep in strict confidence all commercial know-how, business information or initiatives which are of a confidential nature but which do not form part of the Licensed Software, as well as all other data, information and other information of a confidential nature (including, without limitation, trade secrets and information of commercial value) ("**Confidential Information**") which belong to, relate to or are disclosed by the other party, and its employees, agents, consultants or subcontractors ("**Disclosing Party**") concerning the Disclosing Party's business, affairs or Customers and, without limitation, where the Customer is the Disclosing Party, includes all End User Data.
- 9.2 Each Disclosing Party may disclose such Confidential Information:
 - a) to its employees, officers, representatives, professional advisers, agents or subcontractors who need to know such information for the purposes of carrying out its obligations under the Contract or providing professional advice; and
 - b) as may be required by law, court order or any governmental or regulatory authority.
- 9.3 Each party shall ensure that its employees, officers, representatives, advisers, agents or subcontractors to whom it discloses the Confidential Information of the other party are aware of and comply with this Clause 9.
- 9.4 Each party shall not use the Confidential Information of the other party for any purpose other than to perform its obligations under the Contract.
- 9.5 The provisions of this clause 9 shall not apply to any Confidential Information which the Receiving Party can show:

- a) was in its possession prior to receiving it from the Disclosing Party;
- b) was received by the Receiving Party from a third party who did not owe a duty of confidence to the Disclosing Party in respect of such Confidential Information;
- c) which the Receiving Party can show that it developed independently and without using the Confidential Information received from the Disclosing Party; or
- d) was publicly known other than as the direct or indirect result of a breach of this Contract.

10. WARRANTIES

10.1 Each party warrants that:

- a) it has taken all necessary action to allow it to enter into the Contract;
- b) it is a registered company in England & Wales (unless otherwise stated on the Front Sheet), and is currently in good standing with all governmental authorities in England & Wales (or where it is incorporated if outside England & Wales); and
- c) it has the required capacity to enter into the Contract and to perform each and all obligations hereunder.

10.2 G Gaming warrants that:

- a) it has all rights, licenses and consents relating to the Intellectual Property Rights in the Licensed Software necessary to grant the licence granted to the Customer hereunder; and
- b) the Licensed Software does not and will not at any time contain any materials that are illegal, obscene, defamatory or which infringe any Intellectual Property Rights in the Territory belonging to any third party.
- c) it shall hold, maintain and at all times comply with the terms of its licence with the Gambling Commission of Great Britain and all laws and regulations applicable in the carrying out of its obligations under this Contract;
- d) it shall not engage in any conduct that would violate any approvals, licence and permits from any regulatory authorities in the jurisdiction or territory where it operates its licensed activities;
- e) it shall immediately notify the Customer if it receives notice that it, or any of its Affiliates is the subject of any administrative action or other proceeding concerning violation of approvals, licenses and permits secured from any local, state and federal regulatory authority;
- f) it shall do nothing, or allow nothing to be done to the detriment of the good name and reputation of the Customer and its Affiliates;

- g) that it has not been denied an approval, license or permit from any regulatory authority in relation to the Licensed Software.

10.3 Notwithstanding the warranties provided further to Clause 10.2, to the extent permitted under law, G Gaming shall in no circumstances be liable to compensate the Customer for any losses whatsoever that it may suffer as a result of:

- a) any defect or bug which arises directly or indirectly as a result of any aspect of the Customer Platform or its operation;
- b) any act or omission of the Customer which is either negligent and / or in breach of the Contract.

10.4 The Customer undertakes that it will:

- a) not engage in using the Licensed Software in any territory (other than the Territory) without first receiving all appropriate approvals, permits, documents and licenses from any and all applicable licensing and regulatory authorities in the relevant jurisdiction or territory, including but not limited to all applicable gaming authorities; and ensure that it retains in place all consents and licenses that may be necessary to permit End Users to lawfully access and / or play the Games.
- b) put in place reasonable measures to prevent End Users from playing the Games for real money who are situated in such territories as it (acting reasonably) considers would be illegal for such End Users to play the Games for real money;
- c) not legally bind G Gaming in any business arrangements or deals that are not expressly authorised by the Contract;
- d) not modify in any manner the Licensed Software;
- e) not engage in any conduct that would violate any approvals, licence and permits from any regulatory authorities in the jurisdiction or territory where it operates its gaming activities;
- f) immediately notify G Gaming if it receives notice that it, or any of its Affiliates is the subject of any administrative action or other proceeding concerning violation of approvals, licenses and permits secured from any local, state and federal regulatory authority; and
- g) complete all forms and documents that G Gaming may reasonably require to establish the Customer's compliance with this Clause 10.4.

10.5 The Customer warrants that it has not been denied an approval, license or permit from any regulatory authority within the Territory.

10.6 Except as expressly stated in the Contract, the Licensed Software is provided and licensed 'as is' and there are no warranties, representations or conditions, expressed or implied, written or oral, arising by statute, operation of law, course of dealing, usage of trade, course of performance or service provided hereunder or in connection herewith by G Gaming. G Gaming does not warrant that the Licensed Software will meet the Customer's

requirements or that the Licensed Software will be free from all program errors or minor bugs, or function without interruption and will in no way be liable to the Customer or any third party should such programme errors or minor bugs arise.

- 10.7 Moreover, except as otherwise expressly stated by G Gaming, in writing, in any manual, or document which accompanies delivery of the Licensed Software, G disclaims all express or implied representations, warranties or obligations on its part to the Customer or any other person, including End Users, with respect to the Licensed Software.

11. LIMITATION OF LIABILITY

- 11.1 This Clause 11 sets out the entire financial liability of each party (including any liability for the acts or omissions of its employees, agents, consultants, and subcontractors) to the other in respect of:

- a) any breach of the Contract;
- b) any use made by the Customer of the Licensed Software or any part of it; and
- c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.

- 11.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

- 11.3 Nothing in these Conditions limits or excludes:

- a) the liability of either party for death or personal injury resulting from negligence; or
- b) the liability of either party (the "first party") for any damage or liability incurred by the other as a result of fraud or fraudulent misrepresentation by the first party; or
- c) any liability for the Customer to pay any Revenue Share properly due and payable pursuant to the Contract.

- 11.4 Subject to Clause 11.2 and Clause 11.3

- a) neither party shall be liable for:
 - i. loss of profits; or
 - ii. loss of business; or
 - iii. depletion of goodwill and/or similar losses; or
 - iv. loss of anticipated savings; or
 - v. loss of goods; or
 - vi. loss of contract; or

- vii. loss of use; or
- viii. loss of corruption of data or information; or
- ix. any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses

suffered by either party that arises under or in connection with the Contract.

- b) save for any liability arising under Clause 8.6 and any payment under Clause 5.2 (such liability being unlimited) each party's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of the Contract shall be limited to the Revenue Share actually paid to G Gaming in the 12 months preceding the event or events giving rise to the relevant claim(s) from or in respect of which the liability has arisen.

12. TERM AND TERMINATION

- 12.1 The Contract shall be deemed to take effect from the Effective Date and shall remain in force and effect for the Minimum Term and shall continue thereafter unless terminated in accordance with the Contract.
- 12.2 Either party may terminate the Contract at any time without cause by giving to the other one month written notice .
- 12.3 Without prejudice to any other rights or remedies which the parties may have, either party may terminate the Contract without liability to the other immediately on giving notice to the other if:
 - a) the other party fails to pay any amount due under the Contract by that party on the due date for payment and remains in default not less than 15 days after being notified in writing to make such payment; or
 - b) the other party commits a material breach of any of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach ; or
 - c) the other party repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract; or
 - d) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply; or

- e) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party; or
- f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party; or
- g) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party; or
- h) a floating charge holder over the assets of that other party has become entitled to appoint or has appointed an administrative receiver; or
- i) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party; or
- j) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or
- k) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Clause 12.1(d) to Clause 12.1(j) (inclusive); or
- l) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or

12.4 On termination of the Contract for any reason:

- a) the Customer shall within 14 days of termination pay to G Gaming all of G Gaming's outstanding unpaid invoices insofar as they relate to matters arising prior to termination as well as any applicable interest payable thereon pursuant to clause 6.4(a) provided that the Customer shall continue to make payments of Revenue Share up to the effective date of termination of this Contract;
- b) the Customer shall, and shall procure that its sub-Customers shall, within 14 days of any termination of the Contract, return all of the Documents, any confidential information in its possession or, upon G Gaming's written request, destroy such information and provide G Gaming with a written confirmation of such destruction;
- c) the Customer shall (and shall procure that its sub-Customers shall) remove all Licensed Software, and references thereto from the Customer Sites and cease all use of the Licensed Software;

- d) G Gaming shall immediately cease using any Confidential Information or other information (including any End User Data) of the Customer and shall, within 14 days of termination, return all such information and all copies thereof in its possession or, upon the Customer's written request, destroy such information (including any electronic copies) and shall provide the Customer with a written confirmation of such destruction; and
 - e) the accrued rights and liabilities of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.
- 12.5 On termination of the Contract (however arising), the following Clauses shall survive and continue in full force and effect:
- a) Clause 8 (Intellectual Property Rights);
 - b) Clause 9 (Confidentiality);
 - c) Clause 11 (Limitation of Liability);
 - d) Clause 12 (Term and Termination); and
 - e) Clause 24 (Governing Law and Jurisdiction).

13. SUSPENSION

- 13.1 In the event that a competent and duly authorised authority (a "**Regulatory Authority**") threatens in writing or instigates regulatory enforcements proceedings or actions against G Gaming in relation to the Customer's use of a Game ("**Regulatory Proceedings**") in one or more jurisdictions within the Territory (each an "**Affected Jurisdiction**") then G Gaming shall be entitled to immediately suspend the Customer's licence given under clause 2.1 in relation to the relevant Game(s) in the Affected Jurisdictions only (a "**Territory Suspension**"). For the avoidance of doubt, no Revenue Share shall be payable by Customer to G Gaming during the period of any Territory Suspension.
- 13.2 Where the Regulatory Authority is a US entity and the matter in question relates to an alleged breach of US applicable laws, G Gaming shall be entitled to take such actions as it deems to be necessary in order to comply with applicable law or to enable G Gaming to avail itself of the "safe harbor" or other exculpatory provisions of applicable law, including, without limitation terminating or assigning this Contract to another entity within its group of companies.
- 13.3 Any Territory Suspension shall be immediately lifted if:
- a) the Regulatory Proceedings or threat are withdrawn by the Regulatory Authority or have lapsed; or

- b) the Customer can produce an opinion demonstrating to the satisfaction of G Gaming (acting reasonably) that the Regulatory Proceedings are unlikely to be successful against G.

14. FORCE MAJEURE

Neither party shall have any liability to the other under the Contract if it is prevented from, or delayed in performing, its obligations under the Contract or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the workforce of G Gaming or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

15. VARIATION

15.1 G Gaming may, from time to time and with written notice, change the Licensed Software in order to comply with any applicable statutory requirements, provided that such changes do not materially affect the nature or scope of the Licensed Software. Where the change is fundamental, or can be reasonably considered to materially adversely affect the nature or scope of the Licensed Software or the commercial benefits the Customer may accrue therefrom, if the Customer does not consent to the change, then either party shall be entitled to serve notice terminating the Contract in relation only to the affected Game or Games.

15.2 Subject to Clause 15.1, no variation of the Contract or these Conditions shall be valid unless it is in writing and signed by or on behalf of each of the parties.

16. WAIVER

16.1 A waiver of any right under the Contract is only effective if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.

16.2 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

17. SEVERANCE

17.1 If any provision of the Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Contract, and the validity and enforceability of the other provisions of the Contract shall not be affected.

- 17.2 If a provision of the Contract (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

18. ENTIRE AGREEMENT

- 18.1 The Contract constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.
- 18.2 Each party acknowledges that, in entering into the Contract, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) (other than for breach of contract), as expressly provided in the Contract.
- 18.3 Nothing in this Clause shall not limit or exclude any liability for fraud.

19. ASSIGNMENT

- 19.1 Neither party shall, without the prior written consent of the other transfer, charge, mortgage, subcontract, declare a trust of or deal in any other manner with all or any of its rights or obligations under the Contract save that either party shall be entitled to assign its rights and obligations under this Contract without consent to an Affiliate or a purchaser of all or substantial part of its assets.
- 19.2 Each party that has rights under the Contract is acting on its own behalf and not for the benefit of another person.

20. NO PARTNERSHIP OR AGENCY

Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

21. RIGHTS OF THIRD PARTIES

A person who is not a party to the Contract shall not have any rights under or in connection with it.

22. NOTICES

- 22.1 Any notice required to be given under the Contract shall be in writing and shall be delivered personally, or sent by pre-paid first-class post, recorded delivery or by commercial courier to the other party and for the attention of the person specified in the Games Summary Form, or as otherwise specified by the relevant party by notice in writing to the other party.
- 22.2 Any notice shall be deemed to have been duly received if delivered personally, when left at the address and for the contact referred to in the Games Summary Form or, if sent by

pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

- 22.3 This Clause 22 shall not apply to the service of any in any proceedings or other documents in any legal action.
- 22.4 A notice required to be given under the Contract shall not be validly served if sent by e-mail.

23. ANTI-BRIBERY

- 23.1 Each party represents and warrants that it and its employees: (i) are familiar with the provisions and requirements of the United Kingdom Bribery Act ("BA"). In all matters relating to this Contract, each party will conduct itself in full compliance with the BA. Consequently, each party specifically agrees as follows: (i) in carrying out its responsibilities under this Contract, neither party shall pay or agree to pay, directly or indirectly, any funds or anything of value to any public official for the purpose of influencing such official's official acts or decisions; (ii) each party represents and warrants, without prior notice, that no owner, partner, officer, director of the party is or will become an official of any national, regional or local party during the Term of this Contract; and (iii) each party shall immediately notify the other party of any request that such party receives to take any action that might constitute a violation of the BA or this Clause 23.

24. GOVERNING LAW AND JURISDICTION

- 24.1 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law of England & Wales.
- 24.2 The parties irrevocably agree that the courts of England & Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, the Contract or its subject matter.

SCHEDULE 1

ROYALTY FEE

Royalty Fee

1. The Customer shall provide G Gaming with an electronic file every four (or five weeks) (depending on the Customer's monthly accounting period) setting out details of the gross revenues received from sub-licensees using the Games available for use during the previous four (or five) week period.
2. The Royalty Fee Statement shall be provided as soon as reasonably practicable after the end of the relevant four (or five) week period, but in any event within five (5) Business Days of the same.
3. Within five days of receipt of the Royalty Fee Statement, G Gaming shall invoice the Customer in respect of the Revenue Share of each Game in accordance with the Revenue Statement.

SCHEDULE 2

Customer Sites

G games may appear on any of the Customer's operators or white labels, provided G Gaming is advised in advance of the launch date.