

CENTRUM GLOBAL B.V. (1)

&

CENTURION SOLUTIONS PTY LIMITED (2)

Services Agreement

THIS SERVICES AGREEMENT is made 1st day of October 2013

BETWEEN:-

- (1) **CENTRUM GLOBAL B.V.** being a company incorporated under the laws of Curacao with CRN 127056 and whose registered office is situated at Emancipatie Boulevard 29, Willemstad, Curacao (hereinafter "the Principal"); and
- (2) **CENTURION SOLUTIONS PTY LTD** being a company incorporated in accordance with the laws of Australia with CRN 163 750 687 and whose registered office situated at Suite 1206, 9 Yarra Street, South Yarra, Victoria, 3141, Australia (hereinafter "the Service Provider")

(the Service Provider and the Principal are collectively to be referred to as the Parties).

RECITALS:-

- (A) The Principal is an approved licensed operator regulated by a Responsible Authority in the Territory to offer wagering products and services to wholesale and retail customers.
- (B) The Service Provider is a specialist in information technology in the wagering industry and has the skills, background and experience to provide and supply the services as described in the Service Specifications set out in Annexure A hereof more particularly defined herein ("the Services");
- (C) The Principal requires the Services of the Service Provider on a non-exclusive basis to provide the Services and perform project management and various other services in the Territories for the purpose described in Recital (A) above and wishes to engage with the Service Provider for the provision of the Services;
- (D) The Service Provider is willing to provide the Services in the Territories for the purpose(s) described in Recital (A) above (and as more particularly set out herein); and
- (E) The Parties agree to the terms and conditions of this Agreement.

IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

In this Agreement, unless the context otherwise requires, the following capitalised terms shall have the meanings assigned to them below and cognate expressions shall have corresponding meanings:

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"Agreement"	this Agreement between the Parties in respect of the Services as described in the Annexure A hereof;
"Business Day"	any day except a Saturday, Sunday or public holiday in Curacao;
"Contract Manager(s)"	the respective representatives of the Service Provider as appointed and nominated from time to time with responsibility for the liaison and contract management function in respect of this Agreement;
"Consents"	all consents, permits, clearances, authorisations, approvals, rulings, exemptions, registrations, filings, decisions, licences or permissions required to be issued by or made with any Responsible Authority in connection with the performance of any of the Services;
"Default Interest Rate"	the Australia interbank offered prime lending rate at which the Commonwealth Bank of Australia lends on unsecured overdraft to its most favoured customers in the corporate sector;
"Effective Date"	means the date hereof;
"Expiry Date"	the date upon which this Agreement is terminated in accordance with clause 10.1.1 provided that the Expiry Date shall not be earlier than the first anniversary of the Effective Date, unless such date has by mutual agreement of the Parties been extended to a later date;
"Failure"	any failure by the Service Provider to meet the relevant service levels in respect of a service element as required in terms of the Service Specifications and where such failure is not caused by a Justifiable Event;
"Good Industry Practice"	applying, in relation to the manner in which the Services are rendered, the standards, practices, methods and procedures conforming to applicable Law, and exercising that degree of skill, care, diligence, prudence and foresight that would

reasonably and ordinarily be expected from a skilled and experienced person engaged in a similar type of undertaking under similar circumstances;

"Justifiable Event"

any Failure which is the result of –

- (a) a breach by the Principal of any express provision of the Agreement;
- (b) a wilful action or gross negligence by the Principal
- (c) a Relief Event;
- (d) an agreed suspension of any service levels as a result of any variation of the Agreement;
- (e) an emergency, unless such emergency is the result of or caused by the acts or omissions of the Service Provider;

to the extent that (a) to (e) remain to apply as the cause for the Failure;

"Law"

means –

- (a) the common law and any applicable Constitution, statute, by-law, proclamation, regulation, rule, notice, treaty, directive, code of practice, judgment or order having force of law in Curacao and the Territories, as applicable, and any interpretation of any of them by any court or Responsible Authority; and
- (b) any applicable guidance, direction or determination with which the Principal and/or the Service Provider is bound to comply, to the extent that it is published and publicly available or its existence or contents have been notified to the Service Provider by the Principal;

"Month"

any calendar month during the term of this Agreement;

"Parties"

the Principal and the Service Provider, and any reference to "a Party" shall refer to one of the relevant Parties as required by the context;

"Principal Default"

any one of the following events –

- (a) a failure by the Principal to make payment of any amount or amounts that are due and payable by the Principal under this Agreement;
- (b) a breach by the Principal of its obligations under this Agreement which substantially frustrates or renders it impossible for the Service Provider to perform its obligations under this Agreement for a continuous period of 45 (Forty-five) Business Days; and
- (c) any breach of any provision of the Agreement has occurred more than once and the Service Provider has given a warning notice to the Principal describing that breach in reasonable detail and stating that if that breach persists or recurs within a period of 20 (Twenty) Business Days after the warning notice, then the Service Provider may immediately terminate this Agreement on notice to the Principal;

"Relief Event"

means –

- (a) any fire, explosion, tempest, flood, ionising radiation, earthquakes, riot and civil commotion, or pressure waves caused by devices travelling at supersonic speed;
- (b) without limiting the obligations of the Service Provider regarding the Service Specifications, any failure by the Principal or any Responsible Authority, utility provider or other like body to carry out works or provide services;
- (c) any off-site failure or shortage of power, fuel or transport;

- (d) any blockade or embargo; or
- (e) any delay in obtaining any Consent; or
- (f) any official or unofficial strike, lockout, go slow or other such labour dispute affecting the Service Provider or a significant sector thereof,

having a direct effect on the provision of Services, unless any of the events listed in (a) to (f) inclusive arises (directly or indirectly) as a result of any negligence, wilful act or default of the Service Provider or any sub-consultant;

"Responsible Authority"

any ministry, any minister, any organ of state, any official in the public administration or any other governmental or regulatory department, commission, institution, entity, service utility, board, agency, instrumentality or authority (in each case, whether national, provincial or municipal) or any court, each having jurisdiction over the matter in question;

"Service Provider Default"

any one of the following events -

- (a) the Service Provider commits a breach of any of its material obligations under this Agreement not covered by the other subparagraphs of this definition;
- (b) the Service Provider ceases to provide all or a substantial part of the Services in accordance with this Agreement, other than as a consequence of a breach by any third party obligation (if any) under this Agreement;
- (c) the Service Provider fails to pay any sum or sums due under this Agreement (if any);
- (d) any breach of any provision of the Agreement has occurred more than once and the Principal has given a Warning Notice (as contemplated and defined in clause 9 to the Service Provider describing that breach in reasonable detail and

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stating that if that breach persists or recurs within a period of 20 (Twenty) Business Days after the Warning Notice, then the Principal may immediately terminate this Agreement on notice to the Service Provider;

"Service Specifications" the operational specifications of the Principal in respect of the Services set out in **Annexure A** to this Agreement;

"Service Standards" the service standards in respect of the Services as set out in the Service Specifications;

"Services" the operational services to be provided by the Service Provider for the Principal and/or any of its subsidiaries (which subsidiaries are to be agreed upon from time to time by the Parties) from time to time and as set forth in the Service Specifications and as may be subsequently amended in accordance with this Agreement;

"Signature Date" the date of last signature of this Agreement by the Parties thereto;

"Territories" means the territory in which the operator license is held; and

"Termination Date" any date on which this Agreement is terminated in accordance with its terms other than by way of effluxion of time.

1.2. Interpretation

This Agreement shall be interpreted according to the following provisions, unless the context requires otherwise:

1.2.1. References to the provisions of any Law shall include such provisions as amended, re-enacted or consolidated from time to time in so far as such amendment, re-enactment or consolidation applies or is capable of applying to any transaction entered into under this Agreement.

1.2.2. References to **"Parties"** shall include the Parties' respective successors-in-title and, if permitted in this Agreement, their respective cessionaries and assignees.

- 1.2.3. References to a **"person"** shall include an individual, firm, company, corporation, juristic person, Responsible Authority, and any trust, organisation, association or partnership, whether or not having separate legal personality.
- 1.2.4. References to any **"Responsible Authority"** or any public or professional organisation shall include a reference to any of its successors or any organisation or entity, which takes over its functions or responsibilities.
- 1.2.5. References to **"clauses"**, **"sub-clauses"** and **"Annexures"** are references to the clauses, sub-clauses and annexures of this Agreement.
- 1.2.6. References to any other contract or document shall include (subject to all approvals required to be given pursuant to this Agreement for any amendment or variation to or novation or substitution of such contract or document) a reference to that contract or document as amended, varied, novated or substituted from time to time.
- 1.2.7. Words in parentheses and italics appearing after a clause reference or a reference to a Schedule are inserted for ease of reference only. If there is any discrepancy between the clause reference and the words in parentheses and italics, the latter shall prevail.
- 1.2.8. The headings of clauses, sub-clauses and Annexures are included for convenience only and shall not affect the interpretation of this Agreement.
- 1.2.9. The Annexures to this Agreement are an integral part of this Agreement and references to this Agreement shall include the Annexures.
- 1.2.10. The Parties acknowledge that each of them has had the opportunity to take legal advice concerning this Agreement, and agree that no provision or word used in this Agreement shall be interpreted to the disadvantage of either Party because that Party was responsible for or participated in the preparation or drafting of this Agreement or any part of it.
- 1.2.11. Words importing the singular number shall include the plural and vice versa, and words importing either gender or the neuter shall include both genders and the neuter.
- 1.2.12. References to **"this Agreement"** shall include this Agreement as amended, varied, novated or substituted in writing from time to time.
- 1.2.13. General words preceded or followed by words such as **"other"** or **"including"** or **"particularly"** shall not be given a restrictive meaning because they are preceded or followed by particular examples intended to fall within the meaning of the general words.
- 1.2.14. The number of days indicated to commit an act or indicated for any other purpose, is calculated by excluding the first day and including the last day.

- 1.2.15. If any definition in clause 1.1 contains a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to such provision as if it was a substantive provision in the body of this Agreement.

1.3. Consents

The right of a Party under this Agreement to grant or withhold its approval, consent, agreement, confirmation or analogous endorsement shall in each case (unless otherwise stated) be subject to an obligation not to unreasonably withhold or delay the giving or withholding of any such endorsement.

2. APPOINTMENT

- 2.1. The Principal appoints the Service Provider, which appointment the Service Provider accepts, to provide the Services to the Principal in accordance with the terms and conditions of this Agreement and specifically in accordance with the Service Specifications.
- 2.2. Subject to, and in accordance with, the provisions of this Agreement, the Principal shall exercise its rights and perform its obligations at its own cost and risk without recourse to the Service Provider save as otherwise expressly provided for in this Agreement.

3. CO-OPERATION

Each Party shall co-operate with the other in the exercise and performance of their respective rights and obligations under this Agreement.

4. DURATION

This Agreement and the rights and obligations of the Parties under this Agreement shall take effect with effect from the Effective Date notwithstanding the date of signature hereof and shall terminate on the earlier of the Expiry Date or the Termination Date.

5. GENERAL OBLIGATIONS OF THE SERVICE PROVIDER

- 5.1. The Service Provider shall in the provision of the Services, avoid undue hindrance, interruption or interference with the operations of the Principal or otherwise hinder the activities of the Principal and its employees, save to the extent entitled to do so in terms of this Agreement or as may be reasonably necessary for the performance of the Services under this Agreement.
- 5.2. The Service Provider shall not be relieved of any obligation, responsibility or liability under this Agreement by the appointment of any sub-consultant to carry out any part of the Services. As between the Service Provider and the Principal, the Service Provider shall be responsible for the payment, performance, acts, defaults, omissions, breaches and negligence of all sub-

- consultants. All references in this Agreement to any performance, payment, act, default, omission, breach or negligence of the Service Provider shall be deemed to include any of the same by a sub-consultant.
- 5.3. The Service Provider shall maintain copies of all records, reports, print outs, source documentation, surveys and all information logged or submitted or as required to be maintained in terms of the Service Specifications.
 - 5.4. The Principal shall at all reasonable times and with prior written notice have access to (including the right to reproduce) all records and documentation required by the Service Provider to be kept in relation to the Services.
 - 5.5. The Service Provider shall use all reasonable endeavours to maintain and provide the Services for twenty-four hours per day, every day of the week every week of the year without interruption (save for a Justifiable Event or a Relief Event).
 - 5.6. The Service Provider reserves the right to vary the Services, as it deems in its sole discretion appropriate, provided that such changes do not substantially change the nature of the Services.
 - 5.7. The Service Provider shall have the right to withdraw, suspend or terminate the Services if required by any Operator or Responsible Authority or in terms of a court order. Any determination made by the Service Provider pursuant hereto, shall be without liability of any nature whatsoever and howsoever arising.
 - 5.8. The Service Provider shall have no obligation, whether under this Agreement or otherwise, to comply with its obligations in terms of this Agreement until such time as the Principal has complied with all its obligations in terms of this Agreement.

6. GENERAL RIGHTS AND OBLIGATIONS OF THE PRINCIPAL

The Principal -

- 6.1. shall compensate the Service Provider for the performance of the Services in accordance with clause 8;
- 6.2. shall, without prejudice to the obligation of the Service Provider to provide the Services, provide reasonable assistance to the Service Provider in its performance of the Services, and specifically, to ensure as far as it may be reasonably possible from its end, a smooth integration and synchronisation process to synchronize and integrate the activities of the Service Provider and the Principal;

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- 6.3. shall inform the Service Provider in writing of its policies, procedures, protocols and directives as may be applicable to the Services and shall timely inform the Service Provider of any amendments thereto; and
- 6.4. shall at all times throughout the duration of this Agreement, to the extent necessary, maintain in full force and effect all such rights, authorisations, licences, Consents and permissions necessary for the Service Provider to render the Services.

7. SERVICES

7.1. Provision of the Services

The Service Provider shall provide the Services in accordance with the terms of this Agreement with effect from the Effective Date for the duration of the Agreement and shall be entitled to payment for the Services in accordance with clause 8 as from the Effective Date.

7.2. Service Standards

The Service Provider shall carry out the Services (each as a separate and distinct obligation)

- 7.2.1. in accordance with the Service Specifications;
- 7.2.2. in accordance with Good Industry Practice and allowing industry efficiency gains in respect of the Services to be passed on to the Principal;
- 7.2.3. in a manner that complies with and meets the requirement of all Consents and all applicable Law;
- 7.2.4. utilising equipment that is of a satisfactory quality according to Good Industry Practice;
- 7.2.5. in compliance with the reasonable policies, procedures, protocols and directives of the Principal (as may be amended from time to time) as indicated;
- 7.2.6. so that all persons employed in connection with the performance of the Services have the necessary skills and experience as required by their respective professions, trades and callings and taking into account their roles and responsibilities in relation to the Services;
- 7.2.7. so that all aspects of the Services are supervised by sufficient numbers of persons having adequate knowledge of such matters for the satisfactory and safe performance of the Services; and
- 7.2.8. in accordance with the provisions of this Agreement,

and shall upon receipt of a request by the Principal within 10 ten days' supply to the Principal evidence substantiating its compliance with this clause 7.2.

7.3. Consents

The Service Provider shall be responsible for obtaining all Consents which may be required in connection with the performance of the Services, and shall maintain in full force and effect all such Consents and implement such Consents in accordance with their respective terms within the period of their validity.

7.4. Service Provider procedures

The Service Provider shall upon a written request from the Principal without undue delay, provide the Principal with copies of all its operating procedures, policies and processes in respect of the Services, as well as its work plans for the execution of the Services.

7.5. Service changes

7.5.1. If either Party requests the introduction of a change in the Services and which change is considered to be a departure from this Agreement, such proposed change must be submitted to the other Party in writing indicating:

7.5.1.1. the nature of the proposed change and the estimated associated increase or reduction in Service costs;

7.5.1.2. the reasons for the proposed change and the benefit thereof for the Principal and impact on the provision of the Services; and

7.5.1.3. any Consents or other regulatory approvals which are required.

7.5.2. As soon as practicable after the request has been received by the other Party, the Parties shall discuss and identify the issues relating to the request and agree to the implementation (in full or part) or not of the request, provided that if the Parties cannot agree, the request shall not be implemented, or only implemented to the extent agreed to by the Parties.

8. PAYMENT

Subject to the provisions of this Agreement, the financial and invoicing arrangements between the Parties will be in accordance with the provisions of 'Annexure B' to this Agreement.

9. WARNING NOTICES

9.1. If, at any time for the duration of this Agreement the Service Provider is in material breach of its obligations in terms of clause 7.2 of the Agreement the Principal may serve a warning

notice ("Warning Notice") on the Service Provider provided that the Principal has afforded the Service Provider sufficient time to rectify the cause of the Warning Notice and provided the Principal shall not issue a Warning Notice in respect of the same cause/event in any two consecutive months where the Service Provider has demonstrated to the Principal that it has taken all reasonable steps to remedy the cause/event which resulted in the service of the Warning Notice.

- 9.2. If the Service Provider disputes that Principal was or is entitled to serve a Warning Notice, the Service Provider may refer the dispute for resolution pursuant to clause 13. If after the Principal has issued a Warning Notice, it is agreed to or determined by dispute resolution that a Warning Notice was served without justification that Warning Notice shall be recalled or shall be cancelled and deemed not to have been served.

10. TERMINATION

10.1. Non-default termination

- 10.1.1. Without prejudice to clause 10.2 and 10.3, either Party shall be entitled to voluntarily terminate this Agreement at any time after expiry of the first anniversary of the Effective Date with six months' written notice to the other indicating such termination.
- 10.1.2. To avoid doubt it is recorded that neither Party shall be entitled to any compensation on termination of this Agreement in accordance with clause 10.1.1.

10.2. Principal Default

On the occurrence of a Principal Default, or within fourteen Business Days' after the Service Provider becomes aware of same, the Service Provider may serve notice on the Principal of the occurrence (and specifying details) of such the Principal Default. If the relevant matter or circumstance has not been remedied or rectified within thirty Business Days' of such notice, the Service Provider may serve a further notice on the Principal terminating this Agreement, with immediate effect.

10.3. Service Provider Default

- 10.3.1. The Service Provider shall notify the Principal of the occurrence and details of any Service Provider Default and of any event or circumstance which is likely, with the passage of time or otherwise, to constitute or give rise to a Service Provider Default, in either case promptly on the Service Provider becoming aware of its occurrence.
- 10.3.2. On the occurrence of a Service Provider Default, or within a reasonable time after the Principal becomes aware of the same, the Principal may –

- 10.3.2.1. in the case of the Service Provider Default referred to in paragraphs (c) and (d) of the definition of Service Provider Default, terminate this Agreement in its entirety by notice in writing having immediate effect;
- 10.3.2.2. and while the same is subsisting, in the case of any other Service Provider Default referred to in the paragraphs of the definition of Service Provider Default not referred to in 10.3.2.1 above, serve notice of default on the Service Provider requiring the Service Provider to remedy the Service Provider Default referred to in such notice of default (if the same is continuing) within thirty Business Days' of such notice of default, failing which the Principal may terminate this Agreement in its entirety by written notice to the Service Provider with immediate effect.

11. WARRANTIES

11.1. Service Provider warranties

The Service Provider warrants that -

- 11.1.1. the obligations of the Service Provider under this Agreement are legal, valid and binding and enforceable against it in accordance with the terms of the Agreement;
- 11.1.2. all Consents required for the carrying out of the Services are in full force and effect as at the Effective Date, save for any Consents which are not required under applicable Law to be obtained by the Signature Date;
- 11.1.3. it has satisfied itself as to the nature and extent of the Services to be provided in terms of the Agreement; and
- 11.1.4. it has the necessary resources, skills, expertise and experience required to carry out the Services in terms of this Agreement and will use reasonable care and skill in the execution of the same under this Agreement.

11.2. Principal warranties

The Principal warrants that -

- 11.2.1. it has taken all necessary actions to authorise the execution of this Agreement; and
- 11.2.2. it has not knowingly omitted to disclose any material information in its possession or under its control relating to the Services.

12. CONTRACT MANAGEMENT

Both Parties shall nominate and appoint a Contract Manager from time to time by written notification of their appointment to the other Party, and the Contract Manager shall exercise all

functions, powers, duties and obligations of the respective Parties as stipulated and identified in this Agreement as well as all other related functions, powers, duties and obligations as required from time to time and with notification to the other Party.

13. DISPUTE RESOLUTION

- 13.1. Any dispute, deadlock or controversy arising out of or in connection with this Agreement (including the cancellation thereof), or the acts or omissions of any of the Parties ("**Dispute**"), shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce, by one arbitrator appointed in accordance with the said Rules and whose decision shall, subject to clause 13.4, be final and binding on the Parties without the Parties having any further recourse to any court of law.
- 13.2. The arbitration will be held in the country the Parties have agreed upon. In the absence of agreement, the arbitration will be held in Curacao. The arbitration will be held with a view to achieving an expeditious and equitable result, the Parties and the participants in the arbitration being obliged to maintain the utmost confidentiality with regard to all matters relating thereto or arising therefrom, save as otherwise expressly and peremptorily required by law.
- 13.3. Each Party to the arbitration shall bear its own expenses, including costs of experts that it retains, travel expenses and legal fees, provided that if the arbitrator finds that any Party to the arbitration has acted unreasonably, the arbitrator shall in his or her discretion be entitled to award all or a part of such expenses of another Party against any Party that has acted unreasonably, and will in addition, take such unreasonable conduct into account in apportioning the other costs of the arbitration.
- 13.4. The Parties may apply to any court of competent jurisdiction for a temporary restraining order, preliminary interdict or other interim or conservatory relief as may be necessary. This right shall be in addition to the provisions of clauses 13.1 and 13.2.
- 13.5. This arbitration clause is severable from the rest of the Agreement and shall remain in effect even if the Agreement is terminated.

14. CONFIDENTIALITY

- 14.1. For purposes of this clause 14 "**Confidential Information**" means any information or data, irrespective of the form or medium in which it may be stored, accessible to a Party as a consequence of this Agreement and which is prohibited from disclosure, by virtue of being designated as 'confidential' and provided by one Party to another Party, or in terms of which a Party would have a reasonable expectation of confidentiality;
- 14.2. Each Party shall take appropriate steps to enable the other Party to identify information provided by it which should be protected as Confidential Information. Accordingly, each Party

shall use its best efforts to legend or otherwise designate any Confidential Information provided to any other Party, before it is provided to the recipient Party. In addition, any information involving Confidential Information which is communicated orally shall be identified as Confidential Information or proprietary in such communication.

- 14.3. Confidential Information of either Party disclosed to the other party shall be kept confidential and forever secret and shall survive termination for all time, save as may be required by the order of a court of competent jurisdiction after termination of this Agreement for whatsoever reason. Each Party shall also use reasonable endeavours to prevent its employees, agents and sub-consultants from making any disclosure to any person of any Confidential Information of the other Party while this Agreement remains in force and after it terminates for any reason.
- 14.4. Confidential Information shall not however include any information—
- 14.4.1. which is reasonably required by persons engaged in the performance of a Party's obligations under the Agreement;
 - 14.4.2. which is revealed to the professional advisers, subject to such persons being informed of the requirements of this clause 14 and agreeing to abide by the terms thereof;
 - 14.4.3. which a Party can reasonably demonstrate is already generally available and in the public domain otherwise than as a result of a breach of this clause 14;
 - 14.4.4. disclosed as part of any attempt to resolve a dispute in accordance with clause 13;
 - 14.4.5. disclosed or made available by a Party as required by any Law, including any order of a Court of competent jurisdiction, or governmental or regulatory authority having the force of Law;
 - 14.4.6. which is already lawfully in the possession of the receiving Party (who is under no obligation restricting its disclosure) prior its disclosure by the disclosing Party;
 - 14.4.7. which is received from a third party who is already lawfully in the possession thereof and who is under no obligation restricting its disclosure;
 - 14.4.8. which is required to be disclosed by the Parties to any Responsible Authority in terms of any Law; or
 - 14.4.9. the receiving Party has developed through its own efforts such information and which can be documented as having been developed without the use of Confidential Information.
- 14.5. Each receiving Party hereby indemnifies and holds harmless the disclosing Party and its affiliates from and against all claims, losses, damages, liabilities, costs and expenses

(including without limitation reasonable expenses of investigation and reasonable legal fees on an attorney and client scale, and pre- and post-judgement interest and penalties) arising from any such unauthorised disclosure or use by the receiving Party or any of its employees, agents, advisors or other third parties acting on behalf of the receiving Party of the Confidential Information.

15. GOVERNING LAW

Any questions relating to this Agreement which are not expressly or implicitly settled by the provisions contained in this Agreement shall be governed by the principles of Curacao law.

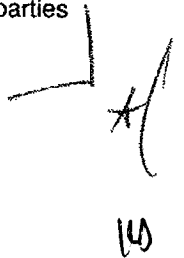
16. MISCELLANEOUS

- 16.1. Save as expressly permitted hereunder, a Party shall not, without the prior written approval of the other Party, which shall not be unreasonably withheld, assign, cede, delegate, transfer or otherwise dispose of any right or obligation under this Agreement to any other person.
- 16.2. The Service Provider shall not subcontract with any person for the carrying out of any of its obligations under this Agreement, without, in each case, the prior written consent of the Principal, which consent shall not be unreasonably withheld or delayed.
- 16.3. No provision of this Agreement (including, without limitation, the provisions of this clause) may be amended, substituted or otherwise varied, and no provision may be added to or incorporated in this Agreement, except (in any such case) by an agreement in writing signed by the duly authorised representatives of the Parties.
- 16.4. Any relaxation, indulgence or delay (together "Indulgence") by either Party in exercising, or any failure by either Party to exercise, any right under this Agreement shall not be construed as a waiver of that right and shall not affect the ability of that Party subsequently to exercise that right or to pursue any remedy, nor shall any Indulgence constitute a waiver of any other right (whether against that Party or any other person).
- 16.5. Except where expressly provided to the contrary in this Agreement, this Agreement constitutes the entire agreement between the Parties in connection with its subject matter and supersedes all prior representations, communications, negotiations and understandings concerning the subject matter of this Agreement.
- 16.6. Whenever possible, each provision of this Agreement shall be interpreted in a manner which makes it effective and valid under applicable Law, but if any provision of this Agreement is held to be illegal, invalid or unenforceable under applicable Law, that illegality, invalidity or unenforceability shall not affect the other provisions of this Agreement, all of which shall remain in full force.

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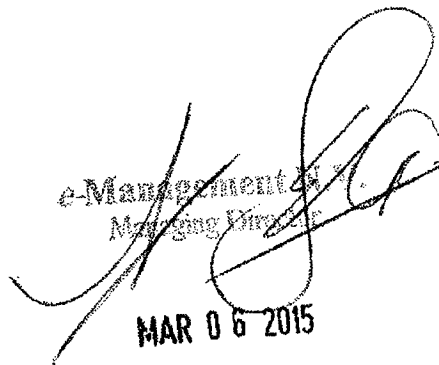
- 16.7. This Agreement may be executed in any number of identical counterparts, all of which when taken together shall constitute one agreement. Any single counterpart or a set of counterparts taken together which, in either case, are executed by the Parties shall constitute a full original of this Agreement for all purposes.
- 16.8. All notices and any other communications whatsoever (including, without limitation, any approval, consent, demand, query or request) by either Party in terms of this Agreement or relating to it shall be given in writing and sent by registered post, or delivered by hand, or transmitted by facsimile or electronic mail to the recipient Party at its relevant address set out below:
- 16.8.1. if to the Principal, at: Emancipatie Boulevard 29, Willemstad, Curacao;
- 16.8.2. if to the Service Provider, at: Suite 1206, 9 Yarra Street, South Yarra, Victoria, 3141, Australia
- 16.9. Either Party may, by written notice to the other Party, change any of the addresses at which, or the designated person for whose attention those notices or other communications are to be given.
- 16.10. Any notice or other communication given by any Party to the other Party which –
- 16.10.1. is sent by registered post to the addressee at its specified address shall be presumed to have been received by the addressee on the seventh day after the date of posting; or
- 16.10.2. is delivered by hand during the normal business hours of the addressee at its specified address shall be presumed to have been received by the addressee at the time of delivery.
- 16.11. Notwithstanding anything to the contrary contained or implied in this Agreement, a written notice or communication actually received by the Parties from another, including by way of facsimile transmission, shall be adequate written notice or communication to such Party.
- 16.12. The Parties choose their respective physical addresses in clause 16.8 as their respective *domicilia citandi et executandi* at which all documents relating to any legal proceedings to which they are a party may be served.
- 16.13. Each Party shall be responsible for paying its own costs and expenses incurred in connection with the negotiation, preparation and execution of this Agreement.
- 16.14. Nothing in this Agreement shall be construed as creating a partnership or a contract of employment between the Service Provider and the Principal. Save as expressly provided for in this Agreement, the Service Provider will not be, or deemed to be a partner of the Principal

and the Service Provider shall not hold itself out as having authority or power to bind the Principal in any way. The scope of the consultancy embodied in terms of this Agreement, and the entitlement of the Service Provider to act as the Principal's Service Provider as envisaged in this Agreement, shall be limited to the extent which is required for the carrying out of the Services in terms of this Agreement. The Service Provider shall not present to third parties that it is entitled to otherwise bind the Principal beyond the scope of this Agreement.

A handwritten signature, possibly 'H', is written next to a horizontal line. Below the signature, the number '14' is handwritten.

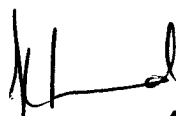
IN WITNESS WHEREOF this Agreement has been entered into the year first before written.

SIGNED by)
CENTRUM GLOBAL B.V.)
in the presence of:)


e-Management
Managing Director
MAR 06 2015
Director

Director/Secretary

SIGNED by)
CENTURION SOLUTIONS)
PTY LTD)
in the presence of:)


KEVIN BOWD
Director

Director/Secretary 
DENNIS VERRIOS

ANNEXURE A

(Service Specifications)

The provision of all the requirements to manage some or all of the technology solutions on behalf of the Principal as required in the Territories and to provide accurate customer and management reporting. Additional services may be added from time to time as agreed between the Parties in writing.

1. DEFINITIONS AND INTERPRETATION

- 1.1. Any reference to the Service Specifications in this Annexure shall be a reference to the provision of all the services and requirements to enable the Principal to operate as a guest totalisator for wholesale and retail customers through which bets are placed with host totalisators as and for the provision of ongoing administration, support and other services as required in the Territories.
- 1.2. In this Service Specification, the following terms and phrases shall have the meanings assigned to them below and cognate expressions shall have corresponding meanings, unless the context otherwise requires.

"Paragraph" A paragraph in this Service Specification and annexure B attached thereto

"Services" The services as set out in paragraph 2.

2. SCOPE OF SERVICES

2.1. Key objectives in providing the Services:

- Facilitate international host market betting services agreements.
- Supplier of technology platforms for wagering into host markets, including the Amtote totalisator platform, the HORP retail platform and the Centurion Reporting System.
- Facilitate technical support of available technology platforms and on-boarding of new players.
- Administration on player wagering accounts.
- Dual signatory for player funds.
- Player and management reporting.
- Facilitate host market tote settlement.
- Facilitate player commission settlement.

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3. LIAISON

3.1. As part of the provision of the Services, and without prejudice to any other obligations to liaise with appropriate personnel and/or contact points, the Service Provider shall regularly liaise with:

3.1.1. the various operators and any other institutions which may impact upon the delivery of the Services and the operations of the Service Provider;

3.1.2. the principal Contact Manager, Dennis Verrios; and

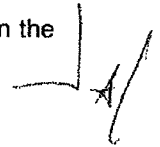
3.1.3. any relevant statutory bodies and authorities to the extent necessary for the lawful rendering of the Services from time to time.

Handwritten signature and initials. The signature appears to be 'A/C' with a checkmark-like flourish. Below it are the initials 'WS'.

ANNEXURE B

(Financial and Invoicing Arrangements)

1. Any direct charge-through to third-party suppliers e.g. technology platforms.
2. Monthly retainer for the provision of services to the Principal.
3. The remuneration as stated in above can be revised by prior written agreement between the Parties from time to time.

A handwritten signature in black ink, appearing to be a stylized 'A' or 'J' with a long horizontal stroke extending to the left.

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