

Agreement No BB-22-41

Between

Bromston Associates Ltd.

And

Red Lane B.V.

**THIS AGREEMENT** has been entered into as of February 2, 2022  
BETWEEN

**Bromston Associates Ltd.**, a company incorporated under the laws of Cyprus, with registration number HE 381328, having its principal office located at Zakyntos 10, Office 101, 1040, Cyprus (hereinafter, "Provider"),

AND

**Red Lane B.V.**, a company incorporated under the laws of Curaçao, with registration number 149962, having its principal office located at Johan Van Walbeeckplein 24, Curacao, (hereinafter – Licensee),

Provider and the Licensee are each individually referred to as a "Party" and collectively as the "Parties".

## 1. Background

Whereas:

- (i) Licensee operates, manages and maintains gaming services (the "Licensee Services");
- (ii) PROVIDER shall provide software services (the "PROVIDER Services") to the Licensee;
- (iii) Licensee shall utilize the PROVIDER Services in the Licensee Services with the aim of introducing players to the PROVIDER Services; and
- (iv) PROVIDER shall be responsible for ensuring access to the PROVIDER Services for the duration of and subject to the provisions of this Agreement;

The Parties have agreed to enter into this Agreement for their mutual benefit and in accordance with the terms and conditions set out herein.

## 2. Terms and Definitions

As used in this Agreement, the following terms have the meanings set forth below:

**"Account Manager"** means the PROVIDER contact point for the Licensee, as notified by PROVIDER to Licensee at any time;

**"Agreement"** means this written Agreement including any appendix or amendment hereto as may be adopted by and between the Parties in terms hereof;

**"Associated Companies"** means other companies that are connected, directly or indirectly, to PROVIDER, the Licensee and/or the GSPs (as applicable) via either upward or downward majority ownership, e.g., having a joint owner;

**"Confidential Information"** means confidential and/or proprietary information of the other Party, whether communicated orally or in writing, including, without limitation, information of the other Party concerning inventions, trade secrets, know-how, methods, processes, techniques, code, technologies, existing and potential customer and clients lists, financial information, strategic business plans, other technical, business, and operational information and the terms and conditions of this Agreement;

**"Delivery Date"** means a date at which (excluding the PROVIDER Services marked with an\* are not integrated into production at the time of writing), the PROVIDER Services are delivered to the Licensee in such a manner as reasonably required to enable the Licensee to Launch PROVIDER Services.

Provider 

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Licensee 

**"First Line Support"** means the support provided to Players by the Licensee via telephone, e-mail or instant chat relating to technical and functional matters pertaining to the Players' use of the PROVIDER Services;

**"Gaming Software Providers (GSPs)"** means the developers and providers of the GSP Software (and their Associated Companies). GSPs shall be contracted by PROVIDER to deliver the PROVIDER Services to Licensee;

**"Intellectual Property"** and **"Intellectual Property Rights"** means all intellectual property rights including, but not limited to, patents, designs, trademarks, marks, trade names, copyrights, know-how and inventions, whether registered, unregistered or pending, relating to the Marks, the Software and/or any other intellectual property belonging to the Parties and/or the GSPs;

**"Launch"** means the first day of public availability of the PROVIDER Services on Licensee Services whereby Players may wage real money on PROVIDER Services;

**"Marks"** means the logo and the words pertaining to the business of the Parties and/or the GSPs;

**"Licensee Platform"** means the hardware and software belonging to the Licensee (or a third party contracted by the Licensee) built to run and support the PROVIDER Services in order to provide Licensee Services to Players;

**"Licensee Services"** means any access service offered by Licensee used for the purpose of integration, distribution and display of the PROVIDER Services, irrespective of the medium or electronic communications network over which the said access service is provided;

**"Player"** means an end-user introduced to the PROVIDER Services via the Licensee Services;

**"Player Data"** means any and all data submitted by the Player on the Licensee Services and collected, compiled and stored by the Licensee for the purpose of processing transactions due to a Player's use of the PROVIDER Services;

**"PROVIDER"** means PROVIDER and its Associated Companies;

**"PROVIDER Services"** means the services delivered under this Agreement as listed in the Appendix "PROVIDER Services", provided that these services may be varied by the GSPs at their sole discretion from time to time;

**"PROVIDER Platform"** means the platform developed, owned, licensed or hosted by the PROVIDER (as applicable) – except for portions thereof consisting of or incorporating third party software via which the PROVIDER Services are made available to the Licensee.

**"Production Environment"** means the setting where real money play is possible;

**"Software"** means any proprietary software belonging to PROVIDER and/or the GSPs used for the purpose of providing the PROVIDER Services;

The headings and sub-headings are for convenience only and shall not affect the construction of this Agreement. Unless the context requires otherwise, words denoting the singular shall include the plural and vice versa, references to one gender shall refer to either gender and references to any person shall include corporate bodies (wherever incorporated), unincorporated associations, partnerships and statutory bodies, as well as any legal or natural person. The words "other", "include" and "including" do not connote limitation in any way.

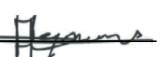
### 3. PROVIDER Services

PROVIDER shall deliver the PROVIDER Services listed in the Appendix "PROVIDER Services" and further described in relevant appendices attached to this Agreement.

### 4. Licensee's Obligations

Licensee shall:

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Licensee 

- (i) be responsible for attracting new Players for the purpose of using the PROVIDER Services and assist Players with registration for the use of the PROVIDER Services via the Licensee Services;
- (ii) maintain a valid gaming license for the PROVIDER Services at all times. Licensee is aware and understands, that validity of this Agreement is subject to valid gaming license issued to Licensee by a competent licensing authority;
- (iii) at all times be compliant with all requirements and criteria determined by any GSP or licensing authority who issued the relevant gaming license;
- (iv) implement new requirements or criteria issued by a GSP in the time period determined by the Provider - non-compliance with this clause shall be cause of suspension or termination of services provided by the relevant GSP such decision being made on sole discretion of the PROVIDER without any liability to Licensee caused by such changes and actions.
- (v) withing period denoted in respective notice provide PROVIDER with any due diligence documentation as requested by PROVIDER;
- (vi) immediately provide PROVIDER with prior written notice regarding any changes to due diligence information provided, any impending bankruptcy, composition or reconstruction proceedings or liquidation for the Licensee; if the Licensee is required to cease the business relationship with PROVIDER or cease performance of any obligation under this Agreement due to an order from any governmental agency or regulatory body to which the Licensee is subject; if the Licensee is under legal persecution for any matter relating to this Agreement or any obligations hereunder; if a relevant gaming license/s has been issued, suspended or repealed for the Licensee or any of its related companies; and any event that gives well founded reason to assume that the Licensee is or will no longer be capable of fulfilling its obligations under this Agreement. The written notice shall be provided to PROVIDER within five (5) days from the date that the aforementioned changes or events have become known to the Licensee. Licensee shall supplement the above notice with any relevant documentation and information when requested to do so by PROVIDER.
- (vii) advise PROVIDER when there is a change to the domain names of websites or additional websites using PROVIDER Services/s as specified in the Appendix A "PROVIDER Services and Fees".
- (viii) use the Provider Service outside Restricted territories mentioned in Appendix B.

## 5. PROVIDER's Obligations

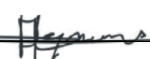
PROVIDER undertakes towards the Licensee to:

- (i) undertake all necessary arrangements for the proper implementation of the PROVIDER Services into the Licensee Platform;
- (ii) ensure access to and operation of the PROVIDER Services subject to the applicable provisions and for the duration of the term of this Agreement.

## 6. Ownership and Licenses

- (i) All rights and interest in the Intellectual Property and the PROVIDER Services, and all documentation, code and logic, which describes or comprises them, shall remain the sole property of the Party and/or GSP which owns them.
- (ii) All rights and interest in the Player Data remains the property of the Licensee. PROVIDER and/or the GSPs may retain encrypted copies of the Player Database as it shall be obliged to do in terms of any applicable laws.
- (iii) The Parties grant each other a revocable, non-exclusive and non-transferable world-wide right to incorporate the Marks into the Licensee Services and into their marketing material. Upon PROVIDER's request, Licensee shall incorporate PROVIDER's logo with a hyperlink into the footnote of any website

Provider 

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Licensee 

(Domain) using PROVIDER Services. PROVIDER is entitled to revoke the license provided under this clause in whole or in part upon 5 (five) days prior written notice.

(iv) PROVIDER and/or the GSPs may freely use any suggestions and improvements related to the Software and/or the PROVIDER Services that Licensee provides in connection with this Agreement. In the event that Intellectual Property Rights in the Software and/or the PROVIDER Services shall be deemed to vest to any extent in the Licensee, the latter hereby grants the GSPs an unrestricted, irrevocable, world-wide and royalty-free license, without warranty of any kind, to include them in the GSPs product or service offerings. The GSPs shall also be entitled to modify and further develop such suggestions and improvements.

(v) The Software is owned by the Provider and/or GSPs (as applicable) and is protected by copyright laws and international treaty provisions. The Licensee may not use, copy, modify, rent, disassemble, decompile, reverse engineer, create derivative works from, or transfer the Software, or any copy, modification, or merged portion thereof, in whole or in part, except as expressly provided for in this Agreement. The Licensee may not sublicense, assign or transfer this license or the Software except as expressly provided for in this Agreement. This license will automatically terminate if the Licensee transfer possession of any copy of the Software to any other party. This section will survive any termination of this Agreement.

## **7. Development and Maintenance**

(i) PROVIDER and/or the GSPs shall be responsible for a reasonable amount of development and maintenance of the Software and the PROVIDER Services, provided that any such development and maintenance shall be undertaken at their sole and absolute discretion. Licensee acknowledges that development and maintenance may not be scheduled according to specific requests of Licensee. In the event that such development and maintenance occur, Licensee agrees to cooperate and to comply with any requirement that might be deemed necessary by PROVIDER for the successful execution of such development and maintenance.

(ii) PROVIDER shall cause each of the respective GSPs to ensure that, in effecting the aforesaid maintenance, and wherever possible, all the necessary skill diligence and precautions are exercised to minimise, reduce and prevent the risks of unnecessary and/or prolonged downtime, inconvenience to Players and any error and/or malfunction in the Software.

## **8. Disrupted Service**

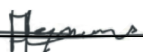
The Parties acknowledge that from time to time, as a result of hardware failure or supplier failures, the PROVIDER Services provided to the Players can be temporarily disrupted. PROVIDER shall use reasonable endeavours to ensure that each of the respective GSPs shall take all the required actions and measures in order to reduce to the minimum such disruption. Licensee acknowledges and accepts that neither PROVIDER and/or the GSPs nor any of their respective members, shareholders, directors, officers, employees or representatives will be liable to Licensee for any direct, special, indirect, consequential, punitive or exemplary damages, or damages for loss of profits or lost earnings, in connection with these temporary disruptions. PROVIDER shall uphold service according to the attached "Service Level Agreement".

## **9. Advertising**

(i) Licensee shall bear all costs and expenses incurred in connection with any action it shall take in relation to the advertising, marketing and promotion of the PROVIDER Services. Advertising shall

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Provider 

Licensee 

comply with any applicable advertising rules and regulations and shall not include material that are in material breach of intellectual property rights. Advertising materials require PROVIDER's prior approval. PROVIDER is entitled to issue marketing and advertising terms and conditions based on instructions received or determined by GSP(s), such terms and conditions being binding to the Licensee. Non-compliance of such terms and conditions may be cause of immediate termination of this agreement or suspension of certain PROVIDER Services without any obligation to remedy any damage thus caused.

(ii) The Licensee shall not advertise and/or promote including, but not limited to any of the following goods and/or services and/or any goods and/or services that shall be deemed to be prohibited by law: Counterfeit currency, coins and stamps; Drugs and drug paraphernalia, narcotic or drug-like substances, legal substances formulas and descriptions; firearms, weapons, guns, knives, pepper spray, replicas and stun guns; government documents, IDs, licenses, uniform and other goods or any police items; Dangerous and hazardous goods, perishable or restricted items (for example explosives, radioactive materials, toxic substances, batteries, fireworks, Freon); Items, encouraging illegal activity or links to items, promoting others to engage in illegal activity; Offensive Material (items that promote or glorify hatred, violence, racial or religious intolerance, nazi memorabilia, offensive goods or materials); Prescription drugs, pills, medications and their components; Prohibited items (Merchants are not allowed to sell or require illegal or sexual services); Pornography, child pornography and other sexually suggestive materials involving minors; escort or prostitution services.

## 10. Fees

(i) For the use of the rights granted to the Licensee under this Agreement Licensee shall pay PROVIDER the fees as specified in the appendix A "Provider Services and Fees".

(ii) All sums due by Licensee to Provider under this Agreement shall be made in Euros. Where PROVIDER Services are conducted in another currency, the exchange conversation rate used will be closely matched (if practically possible) to the exchange rate used by a specific GSP.

(iii) All sums due by Licensee to Provider under this Agreement are exclusive of Value Added Tax and, or other sales or gaming taxes that may be applicable and shall be made in full without deduction of taxes, charges and other duties that may be imposed.

(iv) PROVIDER shall not be liable for any applicable gaming tax that may at any time be due to any governmental or regulatory authority in any territory.

(v) PROVIDER shall be responsible for calculating Licensee's and PROVIDER's revenues within 10 days from the last day of the previous month. Where necessary PROVIDER shall provide Licensee with the necessary reports for the comparison and sharing, and shall effectuate the sharing by invoicing or crediting the amount due. For avoidance of doubt all data for the purposes of invoicing shall be taken from PROVIDER back-office data. Invoices shall be sent via email. Payment by the Licensee is due within 10 days of receipt of invoice.

(vi) Parties agree, that unless expressly provided otherwise in this Agreement fee for each GSP's Software shall be calculated based on Gross Gaming Revenue (hereinafter also referred to as GGR) (as applicable) generated by each GSP's Software and each fee shall be considered separately. There shall be no negative result carry-over from month to month, from one GSP's Software to another GSP's Software.

(vii) Any overdue payment pursuant to this Agreement shall incur interest in amount of 0,2 % of the due payment per day of delay but not less than EUR 250. Notwithstanding the above mentioned

remedies and without any liability to Licensee, PROVIDER shall have the right to suspend the provision of the PROVIDER Services to the Licensee, until such payment is settled in full by the Licensee to PROVIDER.

(vii) The amounts payable hereunder shall not be subject to any defenses (legal or equitable) related to the set-off or counterclaim thereof.

(viii) The Parties agree, that in case the Licensee has delayed any payment due to the Provider under this Agreement or any other agreement concluded between the Parties more than 2 (two) times during any 6 (six) months period each time delay being more than 7 (seven) days from due date, the Provider shall be entitled to suspend this Agreement unilaterally without any prior notice to the Licensee and the operation of this Agreement shall be renewed only after payment by the Licensee of all debt and deposit in amount of 1/6 (one sixth) part of total of all payments payable by the Licensee to the Provider for the previous 6 (six) consecutive months per this Agreement from the Provider's notice date (hereinafter – deposit). Further the Provider shall be entitled to use the deposit for the purpose of covering the due payments starting from the 7<sup>th</sup> day of any due payment, whereas the Licensee shall be obliged to maintain the amount of deposit with the Provider in full amount (1/6 (one sixth part) of total of all payments payable by the Licensee to the Provider for the previous 6 (six) consecutive months per this Agreement) as denoted by the Provider from time to time. Non - fulfilment of the obligation provided in this Article shall be considered as material breach of this Agreement on side of the Licensee and the Provider shall upon its sole discretion suspend or terminate this Agreement with or without any prior notice.

## 11. Professional Services

PROVIDER may provide professional services resources to Licensee per separate agreement. Such resources shall be requested minimum two weeks in advance to allow planning and would be provided based on below rate card. PROVIDER reserves the right to revise these prices on an annual basis but the difference shall not exceed more than 10%.

- Solution Architect 150 Euro per hour
- Developer 100 Euro per hour
- Graphical Designer 100 Euro per hour

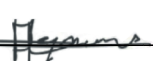
The Parties will agree on specifications of tasks in writing (email being sufficient) after which PROVIDER will provide a quote for the completion of the task as specified, including project management, testing, and deployment to production. PROVIDER is entitled to request advance payments.

## 12. Confidentiality

Commencing on the date of signature of this Agreement and for a period of five (5) years from the termination of this Agreement, the Parties shall not reveal Confidential Information of the other Party nor use such Confidential Information otherwise than for the purposes set out in this Agreement. The Parties shall take all necessary precautions reasonably foreseen to prevent unauthorized disclosure or use of such confidential information by employees, agents, sub-contractors or other intermediaries. For the avoidance of doubt, all information not commonly known or available in the public domain shall be considered Confidential Information. The foregoing restrictions on use and disclosure of Confidential Information do not apply to information that (i) is in the possession of the receiving party at the time of its disclosure and is not otherwise subject to obligations of confidentiality; or (ii) is, or becomes publicly known, through no wrongful act or omission of the receiving party; or (iii) is

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Provider 

Licensee 

received without restriction from a third party free to disclose it without obligation to the disclosing party; or (iv) is developed independently by the receiving party without reference to the Confidential Information, or (v) is required to be disclosed by law, regulation, or court or governmental order, provided that the party subject to such law, regulation or court or governmental order shall use reasonable efforts to minimise such disclosure and shall notify the other party contemporaneously of such disclosure, or (vi) unless the information is disclosed by the Party to a court or other forum of dispute resolution, or a third party in order to defend the disclosing Party's legal rights or due to breach of this Agreement of the other Party.

### 13. Responsibility PROVIDER

|                                                                                                                                                                    | PROVIDER | Licensee |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|
| <b>Configuration, Set-up &amp; Integration</b>                                                                                                                     |          |          |
| Hardware Set-up and Configuration                                                                                                                                  | X        | X        |
| PROVIDER Service configuration, set-up & installation                                                                                                              | X        |          |
| Solution Acceptance testing and verification                                                                                                                       |          | X        |
| Integration with any potential surrounding business systems e.g. Licensee mgmt system, CRM system, financial reporting system, if specified in product description | X        | X        |
| <b>Ongoing Operation</b>                                                                                                                                           |          |          |
| System Hosting                                                                                                                                                     | X        | X        |
| 1st Line Customer Support                                                                                                                                          |          | X        |
| 2nd Line Technical Support                                                                                                                                         | X        |          |
| Marketing and Promotion activities                                                                                                                                 |          | X        |
| Payment Management                                                                                                                                                 |          | X        |
| Fraud Control                                                                                                                                                      |          | X        |

### 14. Term

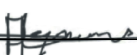
This Agreement shall enter into force when duly signed by the Parties and shall remain in force for a starting period of 36 months from Launch (hereafter the "Start Period"). Following the expiration of the Start Period the term of this Agreement shall thereafter be prolonged for additional periods of 36 months each as long as necessary unless terminated in writing by either Party by providing a written notice of termination to the other Party no less than 6 (six) months prior to the then current term of the Agreement. In the event that the Licensee decides to terminate the Agreement prior to the above specified term, the Licensee shall continue to be responsible for payment of the monthly fixed fees and minimum fees for the PROVIDER Services until the end of the notice period, and PROVIDER further reserves the right to apply any early termination charges applicable.

### 15. Termination for Cause

(i) A Party may terminate this Agreement immediately, if:

(1) the other Party is in material breach and, in case of a breach which is capable of being cured, the Party in breach does not, within fourteen (14) days following written notice of the breach, cease to be in breach; or

Provider 

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Licensee 

(2) the other Party is declared bankrupt, enters into composition or reconstruction proceedings or liquidation or otherwise can be assumed to become insolvent or else an event occurs that gives well founded reason to assume that the other Party is not, or within short time will no longer be, capable of fulfilling its obligations under this Agreement; or

(3) a Party is required to cease the business relationship with the other Party and/or cease the performance of any obligation under this Agreement due to an order or advice of a governmental agency or regulatory body, with reference to gaming law, to which a Party is subject.

(ii) PROVIDER may terminate this Agreement immediately, if

(1) the Licensee fails to pay any amount due to be paid in accordance with this Agreement and such breach is not rectified within 7 days from the date of a written notice from PROVIDER, or

(2) if the Licensee uses, or attempts to use the Software or PROVIDER Services or any part of them in a manner or form that is illegal or that is reasonably likely to bring PROVIDER into disrepute or in any way endanger any of PROVIDER's licenses, permits or approvals in each case granted by licensing authority or any of GSP's;

(3) if the Licensee fails to apply for, obtain in a timely fashion or maintain any license, permit or approval required by any government authority or by applicable law or regulation or is otherwise in breach of the applicable law;

(iii) Provider may suspend or terminate this Agreement or any PROVIDER Service in whole or in part immediately without prior written notice:

(1) in cases provided in this Agreement;

(2) in order to avoid, minimise or end any actual or perceived infringement of applicable law or of any regulations, or intellectual property rights;

(3) if PROVIDER has lost the right to provide PROVIDER Services (as applicable).

## **16. Consequences and Rights and Obligations on Termination**

(i) In the event of expiry or termination or suspension of this Agreement for any reason, neither Party shall be released from the obligation to make payment of any amounts accrued up to the date of expiry or effective date of termination or suspension, whichever is the later. Upon expiry or termination or suspension of this Agreement a final balancing shall be made between the Parties, payable within ten (10) days from the invoice date.

(ii) At the effective date of expiry or termination of this Agreement for any reason:

(1) Licensee shall immediately remove access to the PROVIDER Services through the Licensee Services and shall immediately desist from conducting any marketing and/or promotional campaigns in relation to the PROVIDER Services;

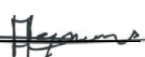
(2) all rights granted by this Agreement, including but not limited to Intellectual Property Rights, shall automatically revert to the Party who owns them;

(3) the Parties shall promptly return any materials protected by Intellectual Property Rights and/or which are considered Confidential Information, provided by the other Party under or in connection with this Agreement to the other Party, or destroy materials protected by Intellectual Property Rights and/or Confidential Information if so requested in writing by the other Party.

## **17. Staff Accounts**

Employees of the Licensee or companies controlled by the Licensee are banned from using the PROVIDER Services, both directly and indirectly. PROVIDER can have a number of accounts registered for test and demo purposes. Licensee shall provide such test accounts to the PROVIDER per PROVIDER request or PROVIDER may register such test accounts on its own.

Provider 

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Licensee 

## 18. Indemnification

Either Party agrees to indemnify the other Party and to hold it harmless against all claims and losses, including reasonable legal fees, arising as a result of such Party's breach of any of the undertakings and/or warranties set out herein, provided that the indemnified party shall give the indemnifying party prompt written notice of any such claim and shall provide the indemnifying party with all reasonable information and assistance.

## 19. Limitations of Liability

(i) In no event shall either Party be liable to the other under or in connection with this Agreement or otherwise for any loss of business, profits, anticipated savings, data, or for any indirect or consequential loss whatsoever.

(ii) PROVIDER shall have no liability for any period of downtime of the PROVIDER Services caused by or resulting from: a failure of servers, related equipment or hardware used by the Licensee for the provision of the PROVIDER Services; a failure or disruption of internet services not resulting from fault or negligence by a company in the PROVIDER Group and/or any other technical service outage not occasioned through fault or negligence by a company in the PROVIDER Group.

(iii) PROVIDER makes no representation or warranty that the use of the Software or PROVIDER Services is legal in any jurisdiction.

(iv) PROVIDER makes no representation or warranty whatsoever with respect to financial outcome for the other Party during its performance under this Agreement.

(v) If the GSPs are contracted for by PROVIDER, the provision of PROVIDER Services is subject to the respective GSP's approval (where applicable –prior approval) of the Licensee. In approving the Licensee, the GSP shall act at their own discretion and refusal of the GSP to deliver the PROVIDER Services to the Licensee shall by no means make PROVIDER liable for the non-provision of such services.

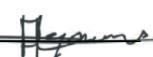
(vi) Provider shall not be held liable for any loss caused by any unlawful third-party actions that can affect its network, network infrastructure, system(s), confidential data, personal data and/or any other information.

(vii) The PROVIDER Service and all related component and information are provided on an "AS IS" and "AS AVAILABLE" basis without any warranties of any kind, and Provider expressly disclaims any and all warranties, whether express or implied, including, but not limited to, the implied warranties of merchantability, title, fitness for a particular purpose, and non-infringement, users acknowledge that Provider does not warrant that the PROVIDER Service will be uninterrupted, timely, secure, error-free or virus-free, nor does it make any warranty as to the results that may be obtained from use of the PROVIDER Services, and no information, advice or services obtained by Licensee from the Provider or through the PROVIDER Service shall create any warranty not expressly stated in this Agreement.

## 20. Government Legislation

It is recognized by the parties hereto that the provision of the PROVIDER Services may be subject to the applicable Government licensing regulation and laws. Neither PROVIDER nor the GSPs shall be held liable for any damages of any kind that may be sustained by the Licensee subsequent to any changes in Government legislation or policy or from the failure of PROVIDER and/or the GSPs to comply with the said licensing regulations and laws.

Provider 

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Licensee 

## **21. Independent Parties**

The Parties are independent contractors. No partnership, joint venture, principal-agent or employer-employee relationship is intended to be created by this Agreement. Neither Party has, nor shall attempt to assert, the authority to make commitments for or to bind the other Party in any manner whatsoever.

## **22. Assignment**

No party shall assign or transfer, or purport to assign or transfer, any of its rights and/or obligations under this Agreement without the prior written consent of the other Party.

## **23. Construction**

Any provision of this Agreement which is prohibited or unenforceable shall be ineffective only to the extent of its prohibition or unenforceability without invalidating the remaining provisions hereof. It shall be deemed amended or replaced with a provision that is valid, legal and enforceable and that achieves, to the maximum extent possible, the original objectives and contractual intent of the Parties as reflected in the offending provision.

## **24. Incorporation and Amendments**

This Agreement constitutes the entire understanding and agreement between the Parties with respect to the subject matter hereof. This Agreement expressly supersedes any and all prior agreements or communications between the Parties, whether oral or written, in connection with the subject matter hereof. This Agreement may not be amended, modified or supplemented, except by an instrument in writing duly executed by the Parties hereto. All appendices and annexes to this Agreement shall constitute an inseparable part of this Agreement. Any terms and conditions that according to this Agreement may be issued by the PROVIDER shall constitute an inseparable part of this Agreement and shall be binding to the Parties.

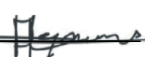
## **25. Waiver**

No failure or delay of either Party to (i) enforce any one or more provisions of this Agreement, (ii) exercise any option which is herein provided, or (iii) require the timely performance of any of the terms or provisions hereof, shall be construed or act as a waiver of such term or provision of this Agreement. Either Party may waive the compliance by the other Party with any term or provision hereof only by an instrument in writing. The waiver by either Party of any term or provision of this Agreement shall not be construed or act as a waiver concerning any term or provision for the future or any subsequent breach.

## **26. Force Majeure**

A Party shall not be liable for failure to perform or delay in performing any obligation under this Agreement, if the failure or delay is caused by any circumstances beyond its reasonable control, including, without limitation, acts of God, war, civil commotion, interruption in public communications networks or services, industrial dispute or DDOS-attacks and similar Internet attacks having an adverse effect ("Force Majeure").

Provider 

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Licensee 

If such delay or failure continues for at least thirty (30) days, a Party not subject to the force majeure shall be entitled to terminate this Agreement by notice in writing.

The Parties agree and acknowledge that PROVIDER is committed to DDoS protection of its data centers and application infrastructure provided that, any DDOS-attacks and similar Internet attacks that PROVIDER together with the GSPs are unable to mitigate despite the use of multi-pronged approach to DDoS protection as further detailed in Appendix "Service Level Agreement" shall be classified as Force Majeure.

## **27. Non-Solicitation**

Neither Party shall during the term of this Agreement and for a period of one (1) year thereafter solicit any of each other's employees or any employees of the subsidiaries or associated companies forming part of their group of companies, for the purpose of offering them to become employees and/or to procure services from them.

## **28. Notices**

With the exception of orders for new or additional services, all acknowledgements, invoices, payments, and other usual and routine communications, all other notices or writings required or permitted under this Agreement, including but not limited to notices of default or breach, shall be signed by an authorized representative of the sender, sent to the respective individuals identified below (which may be changed by written notice to the other party), and shall be deemed to have been received (a) when hand delivered to such individuals by a representative of the sender, or (b) three business days after having been sent postage prepaid, by registered or certified first class mail, return receipt requested, or (c) when sent by electronic transmission, with written confirmation by the method of transmission, or (d) one business day after deposit with an overnight carrier, with written verification of delivery.

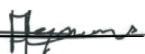
The parties agree that all arrangements between the Provider and the Licensee made in writing (e-mails, Skype, etc.) with regard to the Agreement shall be deemed effective.

All the documents prepared for the arbitration purposes (notices, judgments, decisions, declarations, etc.) shall be sent by electronic mail. Arbitration court shall send all the documents which are prepared and submitted to arbitration by the Party (application review requirements, etc.) to the other Party by electronic mail, or to notify it about the possibility of the receipt of these documents at the arbitration court and becoming acquainted with them.

All the documents for the Arbitration purposes shall be sent to legal or natural person by electronic mails and each Party shall notify the arbitral court of its agreement to use of electronic mail to communicate with the arbitration court. In this case, the Parties and the arbitration court shall send the documents to the e-mail address specified by the Party. If the arbitration court or the Parties finds technical barriers to the transmission of electronic documents by mail, it shall send the registered mail.

The documents for the arbitration purposes are considered received on the date of issue if they are delivered and granted to the addressee personally. If they are sent by mail, it is considered that they were received on the seventh day after the mailing date of dispatch, but if they were sent by

Provider 

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Licensee 

electronic mail, it is considered that they are received within two working days after the date of dispatch.

## **Licensor**

### **Business Contact Details**

- Company Name: Bromston Associates Ltd.
- Address: Zakyntos 10, Office 101, 1040, Cyprus
- Email: [info@softgamings.com](mailto:info@softgamings.com)

## **Licensee**

### **Business Contact Details**

- Name: Red Lane B.V.
- Address: Johan Van Walbeeckplein 24, Curacao
- Email: [info@redlanegaming.com](mailto:info@redlanegaming.com)

## **29. Survivability**

Clauses 10, 16, 20, 21 and 22 shall survive a termination of this Agreement.

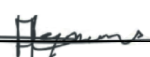
## **30. Law and dispute resolution**

This Agreement and all relations, disputes and other matters arising hereunder shall be governed by and construed in accordance with the laws of Belize.

The Parties shall endeavour to settle the differences arising during performance of this Agreement via negotiations. Any dispute, controversy or claim arising out of this contract that are associated with it, or the breach, termination or invalidity thereof, will be subject to settlement in the Riga Arbitration Court (№ 40003756873), in accordance with the rules of the arbitral tribunal, composed of one arbitrator. The Parties agree that arbitration proceedings shall be in the English language. All correspondence and documents related to the arbitration proceedings and prepared by the arbitration court (judgements, decisions, declarations, claims and any other document related to the arbitration proceedings) shall be sent to a Party by email. Documents addressed to the Provider shall be sent to the email: [legal@softgamings.com](mailto:legal@softgamings.com). Documents addressed to the Licensee shall be sent to the email: [info@redlanegaming.com](mailto:info@redlanegaming.com). No other type of correspondence or communication of documents as part of arbitration proceedings apart from the one mentioned in this clause shall be considered valid.

This agreement may be executed in any number of counterparts, each of which shall constitute an original, and all the counterparts shall together constitute one and the same agreement. The exchange of a fully executed version of this agreement (in counterparts or otherwise) by electronic transmission in PDF format or by facsimile shall be sufficient to bind the parties to the terms and conditions of this agreement and no exchange of originals is necessary.

Provider 

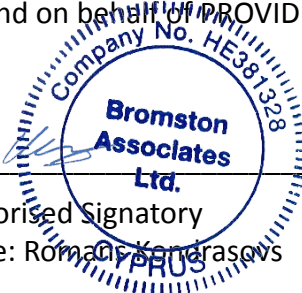
13/35  
Licensee 

## Appendices

### A. PROVIDER Services and Fees

### B. Restricted Territories

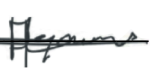
For and on behalf of PROVIDER

  
Authorized Signatory  
Name: Roman Kondrasovs

For and on behalf of Licensee

  
By: Kurason Trust Curaçao N.V  
Title: Director

Provider 

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Licensee 

## PROVIDER services and fees

**1.Domain/s**

The Agreement pertains to delivery of PROVIDER Services for the following website/s:

[www.PortoBet.com](http://www.PortoBet.com)

[www.DellaBet.com](http://www.DellaBet.com)

[www.PortoSlot.com](http://www.PortoSlot.com)

[www.BatumiBet.com](http://www.BatumiBet.com)

[www.BetofBet.com](http://www.BetofBet.com)

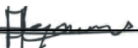
[www.AjaxBet.com](http://www.AjaxBet.com)

**2.PROVIDER Services and Fees****2.1.Set-Up Fee**

Licensee shall pay PROVIDER the following Set-up Fees for providing access to the following PROVIDER Services:

| Product/ PROVIDER Service/s (GSP – as per trading name) | Amount of Set-Up Fee |
|---------------------------------------------------------|----------------------|
| TVBET                                                   | <b>Waived</b>        |
| NetEnt                                                  |                      |
| No Limit City                                           |                      |
| EvoPlay                                                 |                      |
| iSoftBet                                                |                      |
| BetSoft                                                 |                      |
| World Match                                             |                      |
| Tom Horn                                                |                      |
| Booming Games                                           |                      |
| Amatic                                                  |                      |
| Habanero                                                |                      |
| Platipus                                                |                      |
| Wazdan                                                  |                      |
| Relax Gaming                                            |                      |
| Playson                                                 |                      |
| GameArt                                                 |                      |
| Fugaso                                                  |                      |
| Igrosoft                                                |                      |

Provider 

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Licensee 

|                                                               |               |
|---------------------------------------------------------------|---------------|
| Thunderkick                                                   |               |
| Leander                                                       |               |
| Playtech                                                      |               |
| Belatra Games                                                 |               |
| Golden Hero                                                   |               |
| Mascot Gaming                                                 |               |
| Betradar Virtual sports                                       |               |
| Golden Race                                                   |               |
| Spigo                                                         |               |
| Patagonia Entertainment                                       |               |
| Casino Engine Direct (Licensee wallet, Licensee Bonus wallet) | Waived        |
| Platform fee                                                  | Waived        |
| <b>Total</b>                                                  | <b>Waived</b> |

The Licensee shall be entitled to add additional gaming products using the PROVIDER Platform in consideration for the payment of a reasonable set up fee and operational costs.

The Set-Up Fee is fully payable upon signing of this Agreement.

In the eventuality that the Licensee does not Launch, the above Set-up Fee shall be due to PROVIDER in full.

## 2.2.Operational Costs

Operational costs per month are:

| PROVIDER Services                           | Total, EUR |
|---------------------------------------------|------------|
| PROVIDER Platform via API Maintenance       | waived     |
| Game Provider Maintenance                   | waived     |
| Slots Package Integration Maintenance       | waived     |
| Live Casino Package Integration Maintenance | waived     |

## 2.3.Minimum Fees

The following monthly Minimum Fees for use of PROVIDER Services and PROVIDER Platform shall apply:

| Product/ PROVIDER Service/s (GSP – as per trading name) | Amount of monthly Minimum Fee |
|---------------------------------------------------------|-------------------------------|
| TVBET                                                   |                               |
| NetEnt                                                  |                               |
| No Limit City                                           |                               |
| EvoPlay                                                 |                               |
| iSoftBet                                                |                               |

Provider 

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Licensee 

|                         |               |
|-------------------------|---------------|
| BetSoft                 | <b>Waived</b> |
| World Match             |               |
| Tom Horn                |               |
| Booming Games           |               |
| Amatic                  |               |
| Habanero                |               |
| Platipus                |               |
| Wazdan                  |               |
| Relax Gaming            |               |
| Playson                 |               |
| GameArt                 |               |
| Fugaso                  |               |
| Igrosoft                |               |
| Thunderkick             |               |
| Leander                 |               |
| Playtech                |               |
| Belatra Games           |               |
| Golden Hero             |               |
| Mascot Gaming           |               |
| Betradar Virtual sports |               |
| Golden Race             |               |
| Spigo                   |               |
| Patagonia Entertainment |               |

Monthly minimum fee shall be fully deductible from Monthly revenue share of respective products for Settlement period the monthly minimum fee applies to.

Monthly minimum fee applies and shall be payable from Launch of any of Provider Services.

#### 2.4.Monthly Revenue share and Services

The following PROVIDER Services shall be delivered to the Licensee as supplied by the below GSP for the following monthly fees:

##### 2.4.1. Live casino and slots games

| PROVIDER Service/s (GSP – as per trading name) | Revenue Share (standard) | Revenue Share (non-standart games) |
|------------------------------------------------|--------------------------|------------------------------------|
| TVBET                                          | 10 %                     | Not provided                       |
| NetEnt                                         | 12 %                     | 15 %                               |
| No Limit City                                  | 11.5 %                   | Not provided                       |
| EvoPlay                                        | 9 %                      | 12 %                               |

Provider 

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Licensee 

|                         |      |                                              |
|-------------------------|------|----------------------------------------------|
| iSoftBet                | 12 % | 14 %                                         |
| BetSoft                 | 10 % | Not provided                                 |
| World Match             | 10 % | Not provided                                 |
| Tom Horn                | 9 %  | Not provided                                 |
| Booming Games           | 11 % | Not provided                                 |
| Amatic                  | 11 % | Not provided                                 |
| Habanero                | 11 % | Not provided                                 |
| Platipus                | 9 %  | Not provided                                 |
| Wazdan                  | 10 % | Not provided                                 |
| Relax Gaming            | 12 % | Not provided                                 |
| Playson                 | 11 % | Not provided                                 |
| GameArt                 | 11 % | 13 %                                         |
| Fugaso                  | 10 % | Not provided                                 |
| Igrosoft                | 8 %  | Not provided                                 |
| Thunderkick             | 10 % | Not provided                                 |
| Leander                 | 10 % | 11 %                                         |
| Playtech                | 12 % | 13 % - Premium Games<br>15 % - Branded Games |
| Belatra Games           | 10 % | Not provided                                 |
| Golden Hero             | 10 % | 12 %                                         |
| Mascot Gaming           | 9 %  | Not provided                                 |
| Betradar Virtual sports | 12 % | Not provided                                 |
| Golden Race             | 11 % | Not provided                                 |
| Spigo                   | 10 % | 13 %                                         |
| Patagonia Entertainment | 10 % | Not provided                                 |

Monthly Revenue Share shall be calculated on a monthly basis (the “**Settlement Period**”). Monthly Revenue Share applies and shall be payable from Launch of any of Provider Services.

Provider 

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Licensee 

The Monthly Minimum Fee is fully deductible from PROVIDER's Monthly Revenue Share as described above. If PROVIDER's Monthly Revenue Share is less than the Minimum Fee, the remainder of the Minimum Fee is still payable by Licensee.

For multiple brands/skins/Domains, turnover is treated separately, both with minimum fees and with revenue shares.

GGR shall be the revenue generated in the Settlement Period by PROVIDER Services via Domains calculated as follows:

**GGR = Bets – Wins – Bonus deductions**

Where:

- a) *Bets* is defined as bets made by Players by use a Licensee's Domain during a Settlement Period
- b) *Wins* is the amount won by Players by use the same Licensee's Domain as wins made during a Settlement Period
- c) *Bonus deductions* (if applicable according to this Appendix) bonus awarded by Licensee to Players in amount as actually used by the Player during the Settlement Period capped at the amount as determined by this Appendix. Bonus deduction shall be provided as per terms of respective GSP applicable at the Settlement Period.

The PROVIDER casino's back-end administration system shall be used to determine the final GGR.

Some Casino games carry a special premium from a GSP, e.g., due to 3rd party rights/trademarks (referred here in this Agreement – non-standard games or Branded Games or otherwise). When contracting with PROVIDER, this premium is added, unchanged, to the PROVIDER share. Terms and conditions of use of Branded games apply as per then current terms of respective GSP.

Licensee acknowledges and accepts that these fees may be revised by PROVIDER from time to time based on pricing updates as received from the GSPs. Changes in fees shall automatically apply, provided that PROVIDER shall inform the Licensee of such changes by means of 7 days' prior written notice (email being sufficient).

In case GSP provides option for the Players to award tips to presenters of live games, such tips awarded by the Players during the Settlement period shall be included in the invoice for respective Settlement period issued by the Provider to Licensee.

## **2.5.Applicability of Appendix A "Provider Services and Fees"**

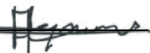
The Parties acknowledge and agree that the Fees specified in this Appendix shall apply for all the Licensee's websites where PROVIDER Services are provided by PROVIDER, as per the terms of any existing agreement/s between the Licensee and PROVIDER, whether expressly included in this Agreement or no.

## **3.Availability of the PROVIDER Services**

(i) Licensee shall have access to all the PROVIDER Services in the above table (which have been integrated into production). Additional PROVIDER Services may be added to the Agreement from time to time based on mutual agreement in written.

(ii) PROVIDER may remove any PROVIDER Service, provided that the Licensee shall be given a 1-month prior written notice or without notice (as applicable). Provided further that, the 1-month prior written notice shall not be necessary in the case of PROVIDER Service/s which have not been

Provider 

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Licensee 

integrated into production at the time of writing or if provided expressly by the Agreement or if PROVIDER has no right to distribute respective GSP.

#### **4. Licensing and Special Terms and Delivery Details**

All the PROVIDER Services shall be provided under a valid Licensee's gaming license.

The Gaming Service on the Licensee's Domain shall not be launched until the Licensee obtains its a valid Gaming License and provision of PROVIDER Services shall be subject to validity of the Gaming License issued to the Licensee. In the event that the Licensee does not obtain its Gaming License, the Fees due by the Licensee to PROVIDER shall in no way be effected and shall be due in full.

For all third-party suppliers contracted via PROVIDER including but not limited to: payment suppliers, GSPs, software suppliers, invoicing of Payment Processing Fees and Profit Sharing fees and any other fee based on revenue sharing for such suppliers shall commence as soon as the Production Environment is enabled.

In the event that the Licensee contracts directly with any of the GSPs, the Licensee shall be solely responsible to establish, handle and manage all communication flows between PROVIDER and the relevant GSPs. Provided that, PROVIDER shall charge the Licensee a platform fee of 3% on GGR for any GSP contracted directly with the Licensee.

### **ADDITIONAL TERMS OF USE OF PROVIDER SERVICES**

#### **5.ADDITIONAL TERMS OF NETENT ENTERTAINMENT BRANDED GAMES**

##### **1. DEFINITIONS**

In this Section 5, the following terms shall have the meaning stated below. Unless otherwise defined in this Section 5, all capitalized terms shall have the meanings set out in the Agreement. In case of conflict between the Agreement and this Section 5, the latter shall prevail.

**"Branded Game"** means the online video slot developed by NetEnt, or a company within NetEnt's group of companies, which is based on the Licensed Property listed in table 1 to this Section 5.

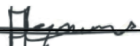
**"Derivative Work"** shall mean a work which is based upon one or more pre-existing works, such as, but not limited to a revision, enhancement, modification, translation, abridgment, condensation, expansion, transfer to another medium, or any form in which such pre-existing works may be recast transformed or adapted and which, if prepared without authorization of the owner of the copyright in such pre-existing works, would constitute a copyright infringement. For purposes, hereof, Derivative Works shall include any compilation that incorporates such a pre-existing work.

**"Enforcement Action"** shall mean such investigation and or action as Right Holder or the Actors sees fit to protect and/or enforce the rights granted to NetEnt and/or PROVIDER and/or Licensee.

**"Intellectual Property"** in connection with a specified subject matter shall mean all US and foreign patents, trade secrets, technology, trademarks, trade names, copyrights, Moral Rights, designs, rights of publicity, mask work rights, utility models and other industrial or intangible property rights of a similar nature; all grants and registrations worldwide in connection with the foregoing and all other rights with respect thereto existing other than pursuant to grant or registration; all applications for any such grant or registration, all rights of priority under international conventions to make sure applications and the right to control their prosecution and all amendments, constitutions, divisions and continuations-in-art of such applications and all corrections, reissues, patents of addition, extensions and renewals of any such grant registration or right.

**"License"** means the license granted by PROVIDER to Licensee as specified in Clause 2 of this Section 5.

Provider 

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Licensee 

**“Licensed Property”** means the Property and the Proprietary Subject Matter.

**“Property”** shall consist of artwork and elements included in the Branded Games.

**“Proprietary Subject Matter”** shall consist of all artwork and other distinctive creative elements as included in the Branded Games.

**“Territory”** means the geographical locations where Licensee has right to distribute and offer the Casino Games (as defines in the Software License Agreement) in accordance with the Software License Agreement. Furthermore, and in addition to the list of prohibited territories applicable to the Casino Games under the Software License Agreement, the Licensee agrees not to offer the Licensed Property in the territories listed in Table 1 attached hereto, as may be updated by PROVIDER from time to time.

## 1. GRANT OF LICENSE AND INCORPORATION OF TERMS

1. Subject to the terms and conditions of the Software License Agreement and this Section 5, PROVIDER grants to Licensee, who accepts, a non-exclusive, non-sub licensable, non-sub-contractible, non-transferable and non-assignable license to use the Branded Games and the Licensed Property defined in this Section 5 and Table 1 to this Section 5 (**“License”**) in accordance with terms and conditions defined herein. Licensee will not enter any sub-license agreement (including agreements with so called white label partners or similar) in relation to the Branded Games nor shall Licensee enter into any agency agreement or otherwise sub-contract or part with any of its obligations under this Section 5.
2. The terms and conditions in this Section 5 are stipulated by Right Holders and the Actors. The terms shall prevail over any conflicting provisions under the Agreement.
3. Any and all other rights in and to the Licensed Property which are not expressly granted to the Licensee hereunder are expressly reserved to respective Right Holder and/or its designees or the Actors and/or their designees without limitation, including any Intellectual Property Rights. Such rights which are expressly granted to the Licensee must be exercised within the ambit of this Agreement.

## 1. INTELLECTUAL PROPERTY

1. Licensee acknowledges that the Licensed Property (including all rights therein, any Derivative Works made from the Licensed Property and goodwill associated therewith) including all advertising, promotional and other artwork used in the promotion of the Branded Games shall be and remain insofar as Licensee is concerned the exclusive sole and complete property of respective Right Holder and/or its designees or the Actors and/or their designees as appropriate. This includes all rights in and to the entire “look and feel” of the Titles, which includes without limitation all visual displays, scripts, literary treatments, characters, backgrounds, environments and other elements visible to the Players all sounds, sound effects, soundtracks, cover songs and other elements audible to the Player, interacts with the characters, backgrounds, environments or other elements of the Branded Game. Licensee shall not use nor authorize nor permit the use of the Licensed Property in any manner at any time nor at any place not specifically licensed herein. Licensee acknowledges and agrees that its use of the Licensed Property shall not create in Licensee’s favor any right, title or interest and that all uses of and sale by Licensee (as permitted under this Section 6) shall inure to the benefit of respective Right Holder and/or its designees or

the Actors and/or their designees. Licensee agrees during the Term and thereafter not to challenge or contest the rights of Right Holders or the Actors in the Licensed Property or the validity of the rights herein granted to Licensee.

2. Licensee hereby expressly assigns to respective Right Holders any and all rights of paternity or integrity, rights to claim authorship, to object to any distortion, mutilation or other modification of, or other derogatory actions to, any of Right Holder's Intellectual Property Rights in and to the Branded Games and any Derivative Works thereof, whether or not such would be prejudicial to Right Holder's honour or reputation and any similar right existing under judicial or statutory law of any country in the world or under any treaty ("Moral Rights") regardless of whether such right is denominated or generally referred to as a moral right. Licensee hereby irrevocably transfers and assigns to respective Right Holder any and all Moral Rights that Licensee may have in the Intellectual Property Rights and any Derivative Works thereof.
3. Licensee agrees that it shall not at any time apply for registration of any copyright, trademark or other designation or file any document with any governmental authority or take any action which would affect the ownership of the Licensed Property vested in respective Right Holder and/or its designees or the Actors and/or their designees.
4. Licensee may not alter, diminish or change position of any copyright or proprietary notice included in the Branded Game.
5. At PROVIDER' request, Licensee shall execute assignments in favour of PROVIDER, NetEnt, Right Holder and/or its designees or the Actors and/or their designees as applicable of any and all copyrights, trademarks or other intellectual property rights of whatever kind relating to the Licensed Property and any derivatives and/or adaptations thereof without further consideration and shall also assign any and all rights which Licensee may have acquired through its use of the Licensed Property in connection with this Agreement.
6. If the Licensee creates or has a third party create artwork derived from or which incorporates or otherwise utilises the Licensed Property, all intellectual property rights (including copyright) in such Licensee created artwork shall solely to the extent it is derived from or incorporates the Licensed Property be owned by respective Right Holder and licensed to Licensee for the sole purposes set out in this Section 6. Upon termination and/or expiry of the Term all such derived artwork (in high-resolution format) as aforesaid and all agreements with third parties in respect thereof shall be promptly delivered to PROVIDER. Licensee warrants that PROVIDER and/or NetEnt's and/or Right Holder' future use of such artwork shall not conflict with or infringe upon the rights of third parties.

#### 1. **PRODUCT PROTECTION**

1. In PROVIDER and/ or NetEnt and Right Holder's sole discretion and at their sole cost and expense and without prejudice to the any right to take any other action NetEnt and/or Right Holder may commence in its and/or Licensee's name (as PROVIDER and/or NetEnt and/or Right Holder may designate) all appropriate enforcement actions including without limitation legal proceedings and/or actions to obtain restraining orders and preliminary and permanent injunctions. In the event that proceedings are so commenced by PROVIDER and/ or NetEnt and/or a Right Holder, Licensee shall fully co-operate with and assist PROVIDER and/ or NetEnt and/or the Right Holder as may be reasonably necessary (and at PROVIDER and/or NetEnt's and/or Right Holder's reasonable previously approved (in writing) expense) throughout the litigation process.
2. Licensee shall not commence any proceedings with respect to the rights granted herein without the prior written consent of PROVIDER.

Provider 

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Licensee 

3. Licensee shall promptly notify PROVIDER in writing of any infringements, suspected infringements, passing off, imitations or other interferences with PROVIDER' and/or NetEnt's, Right Holder's or the Actors rights in the Licensed Property by third parties or products similar to the Branded Game and shall fully assist PROVIDER and/or NetEnt, the Right Holder or the Actors in any proceedings concerning the Branded Game at PROVIDER, and/or NetEnt's and/or Right Holder's reasonable previously approved (in writing) expense.

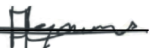
#### **1. ADVERTISING AND DISTRIBUTION**

1. Branding, advertising and promotions in respect of the Branded Game may only be based on PROVIDER provided marketing materials. Licensee may not change or alter the provided marketing material without PROVIDER' prior permission and shall ensure that any of its approved affiliates and partners shall adhere in full to this obligation. Marketing guidelines for the Branded Game will be provided to Licensee under a separate annex which may be subject to modifications from time to time. Other than as specified in this Agreement, neither Licensee nor any other party shall have the right to incorporate or embody the Licensed Property into any other product or service. Licensee shall use no markings, legends or notices on or in association with a Branded Game and any advertising and promotion other than as specified herein and as may from time to time be specified by eGamings.
2. Licensee shall use all commercially reasonable efforts to market, advertise, and promote the Branded Games throughout the Territory and the Term.

#### **1. REPRESENTATIONS AND WARRANTIES**

1. In addition to warranties made before in this Agreement, Licensee represents and warrants that:
  1. the rules for Branded Games will include a statement that the use or playing of the game is prohibited by persons who reside outside the Territory; Licensee will not use or distribute the Branded Games in violation of applicable law, rules and regulations;
  2. Licensee will not advertise distribute or sell, and will not authorise the advertising or sale, of the Branded Games in any manner at any time or in any place not specifically licensed hereunder;
  3. other than the Branded Games, Licensee shall not produce, manufacture, advertise or sell any products embodying the Licensed Property or any other intellectual property rights owned and/or controlled by a Right Holder;
1. Licensee will not at any time do or suffer to be done any act or thing, or fail to perform any act where that act or failure to act might impair or affect the Licensed Property and/or PROVIDER' and/or NetEnt's and a Right Holder's rights and interests in the Licensed Property; and
1. Licensee shall pay (and hereby indemnifies NetEnt and PROVIDER from any liability to pay or other expense) all sums due to any third parties arising from Licensee's sale, advertising or other exploitation of the Branded Games or any of them;
1. In addition to warranties made in the Agreement, PROVIDER represents and warrants that:
  1. PROVIDER has the right to grant the rights granted to Licensee hereunder in relation to the Licensed Property under this Section 5; and

Provider 

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Licensee 

2. PROVIDER is not aware of any infringement by any third party of any intellectual property rights in the Licensed Property.

#### 1. TERRITORY

1. Licensee shall not, nor shall it authorize others to, solicit, advertise, distribute, offer, use or otherwise exploit Branded Games to players in any geographic area outside the Territory.
2. PROVIDER may at any time, upon request from NetEnt and/or a Right Holder or through its own initiative, in its sole discretion request that Licensee cease to provide the Branded Games or any of them in any specific jurisdiction in the Territory.

#### 1. INDEMNITY AND LIMITATION OF LIABILITY

1. Licensee shall at all times fully indemnify and hold PROVIDER and/or NetEnt, its officers, directors and employees harmless from and against any and all claims, damages, liabilities, costs and expenses, including reasonable counsel fees, arising out of (i) any breach by Licensee or any of its affiliates and partners of the terms of this Section 5; and (ii) any third party claims brought against PROVIDER and/ or NetEnt based on Licensee's or its affiliates' and partners' distribution of the Branded Games (except as permitted under this Section 5). For the avoidance of doubt, any limitation of liability in the Agreement shall not apply to such indemnity under this Clause 8.1.
2. Each of the Parties acknowledge and agree that a material breach by the other Party of any terms of this Section 5 may result in irreparable and continuing damage to the non-breaching Party for which there may or will be no adequate remedy by monetary damages, and that in the event of such breach, the non-breaching Party shall be entitled to apply for injunctive relief and/or a decree of specific performance or equivalent action in any court of competent jurisdiction and such other and further relief as may be appropriate. This clause shall in no way be construed to limit or restrict a Party's right to seek or obtain other damages or relief under this Section 5, the Agreement or applicable law.
3. In no event, shall PROVIDER be liable to Licensee under this Section 5 for any indirect special or consequential damages including any loss of profits that Licensee may suffer arising out of the same.

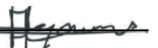
#### 1. TERM

1. Without prejudice to Clause 10, the license provided in respect of the Branded Games under this Section 5 expires automatically without notice upon expiration of the Software License Agreement.

#### 1. DEFAULT AND TERMINATION

1. In addition to the default events set out in the Agreement, the occurrence of one or more of the following shall constitute a default event ("Default") under the Section 5;
  - a. a breach by Licensee of any of its representations and warranties herein;
  - b. any breach, violation or failure of Licensee or any of its affiliates or partners to perform any of Licensee's covenants or obligations or to meet any conditions under the Section 5, including, without limitation, offering the Branded Games or any of them outside the Territory and acceptance of monies from Players outside the Territory, any unauthorized assignment of the rights granted herein, etc.;

Provider 

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Licensee 

- c. termination of the agreement between a Right Holder, or the Actors, and NetEnt or agreement between NetEnt and PROVIDER or any part thereof for whatever reason;
- d. an express order by a Right Holder and/or the Actors to NetEnt to terminate provision of a Branded Game to the Licensee.

1. Provision of Branded Games to Licensee may be terminated by PROVIDER immediately, without observation of any notice period, in part or in whole upon sole and exclusive discretion of PROVIDER upon the occurrence of any default as specified in Clause 10.1. Termination due to default shall take place without prejudice to any additional rights pertaining to PROVIDER according to law.

1. Upon expiration or termination of this Agreement for whatever reason, all rights granted to Licensee herein shall immediately cease and:

1. All outstanding sums payable to NetEnt shall immediately become due and payable;
2. all rights in all Licensed Property shall forthwith revert to PROVIDER, NetEnt and respective Right Holder;
3. Licensee shall promptly stop using the Branded Games and the Licensed Property; and
4. Licensee shall deliver up to PROVIDER all creations designs and/or materials embodying the Licensed Property in Licensee's possession to the extent derived from or incorporating the Licensed Property.

1. All warranties and indemnification obligations of the Parties and all provisions which expressly or by implication are intended to apply after expiration or termination of provision of Branded Games in whole or in part shall continue to apply after termination.

## 1. PRICING

1. The Branded Games are is subject to a flat monthly License fee calculated on the GGR generated by said Branded Game(s), i.e. the License fee will be calculated based on the GGR (as applicable) of each Branded Game and the GGR of one Branded Game will not be set off against the GGR of any other Branded Game. No credit will be given by PROVIDER in the event of a negative GGR of any Branded Game. For the avoidance of doubt, the License Fee for Branded Games shall be paid in order as provided by the terms of the Software License Agreement.

## 1. MISCELANEOUS

1. This Section 5 applies to all Branded Games issued by NetEnt, for avoidance of doubt this Section 5 applies to Branded Games expressly mentioned in Table 1 to this Section 5 and also Branded Games issued by NetEnt in the future. The addition of new Branded Games shall be communicated to the Licensee by PROVIDER in writing (by email) from time to time.

Table 1 (list of Branded Games)

| Branded Game                  | Right Holder                                      | Restricted territory                                                                                                                                                                                                                                                                                                                      |
|-------------------------------|---------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Planet of the Apes Video Slot | Twentieth Century Fox Licensing and Merchandising | Arbaijan, China, India, Malaysia, Qatar, Russia, Thailand, Turkey, Ukraine                                                                                                                                                                                                                                                                |
| emojiplanet Video Slot        | Global Merchandising Services Limited             | Afghanistan, Albania, Algeria, Angola, Australia, Bahamas, Botswana, Cambodia, China, Ecuador, Ethiopia, Ghana, Guyana, Hong Kong, Iran, Iraq, Israel, Kuwait, Laos, Myanmar, Namibia, Nicaragua, North Korea, Pakistan, Panama, Papua New Guinea, Philippines, Singapore, Sri Lanka, Sudan, Syria, Taiwan, Trinidad and Tobago, Tunisia, |

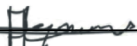
Provider 

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Licensee 

|                                                                                                                                                                                                                |                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                                                                |                                                                                              | Uganda, Yemen, Zimbabwe. Belgium, Bulgaria, Czech Republic, Denmark, Estonia, France, Italy, Latvia, Lithuania Mexico, Portugal, Romania, Serbia, Spain, Sweden, Switzerland, United Kingdom, United States of America.                                                                                                                                                                                                                                                                                                                                           |
| ALIENS Slot Game                                                                                                                                                                                               | Fox Entertainment Group Inc., and Twentieth Century Fox Film Corporation and related parties | Same as for regular NetEnt Games, unless determined otherwise from time to time                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Universal Monsters slots games - FRANKENSTEIN, the Bride of Frankenstein, Dracula, The Mummy, The Wolf Man, Creature from the Black Lagoon, the Invisible Man, Phantom of the Opera, Scarface, Phantom's Curse | Universal Studios                                                                            | Whole world, but Andorra, Armenia, Azerbaijan, Belarus, Bosnia and Herzegovina, Brazil, Georgia, Iceland, Liechtenstein, Moldova, Monaco, Montenegro, Norway, Russia, San Marino, Serbia, Switzerland, Ukraine, Croatia, Macedonia, Turkey, Austria, Bulgaria, Cyprus, Czech Republic, Finland, France, Germany, Greece, Hungary, Ireland, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Peru, Poland, Slovakia, Slovenia, and Sweden.                                                                                                                       |
| Guns n' Roses Video Slots                                                                                                                                                                                      | Bravado International Group Merchandising Services, Inc.                                     | Afghanistan, Albania, Algeria, Angola, Australia, Bahamas, Botswana, Cambodia, China, Ecuador, Ethiopia, Ghana, Guyana, Hong Kong, Iran, Iraq, Israel, Kuwait, Laos, Myanmar, Namibia, Nicaragua, North Korea, Pakistan, Panama, Papua New Guinea, Philippines, Singapore, Sri Lanka, Sudan, Syria, Taiwan, Trinidad and Tobago, Tunisia, Uganda, Yemen, Zimbabwe. Belgium, Bulgaria, Czech Republic, Denmark, Estonia, France, Italy, Latvia, Lithuania Mexico, Portugal, Romania, Serbia, Spain, Sweden, Switzerland, United Kingdom, United States of America. |
| SOUTH PARK CASINO GAME(S)                                                                                                                                                                                      | South Park Digital Studios LLC                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Jimi Hendrix,                                                                                                                                                                                                  | Authentic Hendrix, LLC                                                                       | Afghanistan, Albania, Algeria, Angola, Australia, Bahamas, Botswana, Cambodia, China, Ecuador, Ethiopia, Ghana, Guyana, Hong Kong, Iran, Iraq, Israel, Kuwait, Laos, Myanmar, Namibia, Nicaragua, North Korea, Pakistan, Panama, Papua New Guinea, Philippines, Singapore, Sri Lanka, Sudan, Syria, Taiwan, Trinidad and Tobago, Tunisia, Uganda, Yemen, Zimbabwe. Belgium, Bulgaria, Czech Republic, Denmark, Estonia, France, Italy, Latvia, Lithuania Mexico, Portugal, Romania, Serbia, Spain, Sweden, Switzerland, United Kingdom, United States of America. |
| Jumanji                                                                                                                                                                                                        | Sony Pictures Consumer Products Inc                                                          | Afghanistan, Albania, Algeria, Angola, Australia, Bahamas, Botswana, Cambodia, China, Ecuador, Ethiopia, Ghana, Guyana, Hong Kong, Iran, Iraq, Israel, Kuwait, Laos, Myanmar, Namibia, Nicaragua, North Korea, Pakistan, Panama, Papua New Guinea, Philippines, Singapore, Sri Lanka, Sudan, Syria, Taiwan, Trinidad and Tobago, Tunisia, Uganda, Yemen, Zimbabwe. Belgium, Bulgaria, Czech Republic, Denmark, Estonia, France, Italy, Latvia, Lithuania Mexico, Portugal, Romania, Serbia, Spain, Sweden, Switzerland, United Kingdom, United States of America. |

|                           |                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
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| Vikings                   | A&E Television Networks LLC           | Afghanistan, Albania, Algeria, Angola, Australia, Azerbaijan, Cambodia, China, Ecuador, France, Guyana, Hong Kong, India, Indonesia, Iran, Iraq, Israel, Kuwait, Laos, Malaysia, Myanmar, Namibia, North Korea, Pakistan, Papua New Guinea, Philippines, Qatar, Russia, Singapore, South Korea, Sudan, Syria, Taiwan, Thailand, Tunisia, Turkey, Ukraine, United States of America, Uganda.                                                                                                                                                                       |
| Motorhead Video Slot GAME | Global Merchandising Services Limited | Afghanistan, Albania, Algeria, Angola, Australia, Bahamas, Botswana, Cambodia, China, Ecuador, Ethiopia, Ghana, Guyana, Hong Kong, Iran, Iraq, Israel, Kuwait, Laos, Myanmar, Namibia, Nicaragua, North Korea, Pakistan, Panama, Papua New Guinea, Philippines, Singapore, Sri Lanka, Sudan, Syria, Taiwan, Trinidad and Tobago, Tunisia, Uganda, Yemen, Zimbabwe. Belgium, Bulgaria, Czech Republic, Denmark, Estonia, France, Italy, Latvia, Lithuania Mexico, Portugal, Romania, Serbia, Spain, Sweden, Switzerland, United Kingdom, United States of America. |

Provider 

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Licensee 

**Restricted territories**

| Game provider | Restricted territories                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
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| TVBET         | No customers shall be accepted from: China, Curacao, Malta, Australia, USA, United Kingdom, Canada, UAE, Pakistan, Kuwait, North Korea, Qatar, Vietnam, Thailand, Brunei, Iran, Iraq                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| NetEnt        | <p>No customers shall be accepted from: "Base restrictions:</p> <p>Albania, Australia, Barbados, Botswana, Burkina Faso, Cambodia, Canada (CAN- Atlantic Provinces (Nova Scotia), CAN- Ontario, CAN-British Colombia, CAN-Lotto Quebec), Cayman Islands, Crimea, Cuba, Ghana, Haiti, Iran, Jamaica, Jordan, Mali, Malta, Mauritius, Morocco, Myanmar, Nicaragua, North Korea, Pakistan, Panama, Philippines, Senegal, South Sudan, Syria, Taiwan, Uganda, Yemen, Zimbabwe, Belgium, Colombia, Croatia, Czech Republic, Denmark, Estonia, France, Georgia, Germany, Greece, Italy, Latvia, Lithuania, Mexico, Netherlands, Portugal, Romania, Spain, Sudan, Sweden, Switzerland, Venezuela, Ukraine.</p> <p>""Appendix A BLACKLISTED TERRITORIES</p> <p>Jurisdictions where NetEnt Licensed customers must not allow participation in NetEnt games under any circumstances:</p> <p>Afghanistan Albania Algeria Angola Australia Bahamas Botswana Ecuador Ethiopia Ghana<br/>Guyana Hong Kong Iran Iraq Israel Kuwait Namibia Nicaragua North Korea Pakistan<br/>Panama Philippines Singapore Sudan Syria Taiwan Trinidad and Tobago Tunisia Uganda<br/>Yemen Zimbabwe</p> <p>Appendix B REGULATED TERRITORIES</p> <p>Jurisdictions where NetEnt Licensed customers must not offer NetEnt games for real money unless such customer holds a local remote gaming licence for the applicable game type from the competent licensing authority of the specific jurisdiction and which has been furnished to NetEnt and approved by NetEnt. In the event that a specific jurisdiction should be divided into multiple states or regions, the Licensed customer shall only be permitted to offer NetEnt games for real money in such state or region as the Licensed customer's local remote gaming licence specifically permits:</p> |

|  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
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|  | <p>Belgium Bulgaria Colombia Croatia Czech Republic Denmark Estonia France Italy<br/>Latvia Lithuania Mexico Portugal Romania, South Africa, Spain Sweden<br/>Switzerland United Kingdom<br/>United States of America</p> <p>Appendix C BLACKLISTED POOLED JACKPOT TERRITORIES<br/>In addition to the Jurisdictions set out in Appendices A &amp; B, NetEnt<br/>Licensed customers<br/>must not offer NetEnt Pooled Jackpot Games and mobile versions of<br/>Pooled Jackpot<br/>Games (Hall of Gods, Arabian Nights, Mega Fortune &amp; Mega Fortune<br/>Dreams) even<br/>if a local License is held, in the following jurisdictions.</p> <p>Azerbaijan China Curacao India Italy Japan Malaysia Qatar Russia Spain<br/>Thailand<br/>Turkey Ukraine United Arab Emirates United States of America</p> <p>Appendix D BLACKLISTED BRANDED GAMES TERRITORIES<br/>In addition to the Jurisdictions set out in Appendices A &amp; B, NetEnt<br/>Licensed customers<br/>must not offer the following NetEnt Branded Games and mobile versions<br/>of<br/>Branded Games:<br/>a. Jumanji Video Slot;<br/>b. NetEnt Rocks (consisting of Guns N' Roses, Jimi Hendrix, Motörhead and<br/>Ozzy<br/>Osbourne Video Slots);<br/>c. Vikings Video Slot<br/>d. Scudamore Super Stakes Video Slot;<br/>e. Narcos Video Slot;<br/>f. Conan Video Slot;<br/>g. Street Fighter Video Slot;<br/>h. Gordon Ramsey Hell's Kitchen Video Slot – not yet live,</p> <p>in the jurisdictions set out at Parts 1, 2 and 3 (as applicable) of this<br/>Appendix D as set<br/>out below. The permitted territories for the Universal Monsters Slot<br/>Games are<br/>prescribed in Part 4.</p> <p>Part 1<br/>The list in this Part 1 shall apply to the Vikings Video Slot. NetEnt Licensed<br/>customers<br/>must not offer the Vikings Video Slot (including mobile versions of such<br/>Branded Game)<br/>in the additional jurisdictions set out below, even if a local license is held:</p> |
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|  | <p>Azerbaijan Cambodia Canada China France India Indonesia Laos Malaysia Myanmar<br/>Papua New Guinea Qatar Russia South Korea Thailand Turkey Ukraine<br/>United States<br/>of America (excluding the States of New Jersey and Pennsylvania subject<br/>to such Territory<br/>being expressly permitted pursuant to the software licence agreement<br/>entered into);</p> <p>Part 2<br/>The list in this Part 2 shall apply to the Narcos Video Slot. NetEnt Licensed<br/>customers<br/>must not offer the Narcos Video Slot (including mobile versions of such<br/>Branded Game)<br/>in the additional jurisdictions set out below, even if a local license is held:</p> <p>Indonesia South Korea</p> <p>Part 3<br/>The list in this Part 3 shall apply to the Street Fighter Video Slot. NetEnt<br/>Licensed<br/>customers must not offer the Street Fighter Video Slot (including mobile<br/>versions<br/>of such Branded Game) in the additional jurisdictions set out below, even<br/>if a local<br/>license is held:</p> <p>Anguilla Antigua &amp; Barbuda Argentina Aruba Barbados Bahamas Belize<br/>Bermuda Bolivia<br/>Bonaire Brazil British Virgin Islands Canada Cayman Islands China Chile<br/>Clipperton Island<br/>Columbia Costa Rica Cuba Curacao Dominica Dominican Republic El<br/>Salvador Greenland<br/>Grenada Guadeloupe Guatemala Haiti Honduras Jamaica Japan<br/>Martinique Mexico<br/>Montserrat Navassa Island Paraguay Peru Puerto Rico Saba Saint<br/>Barthelemy<br/>Saint Eustatius Saint Kitts and Nevis Saint Lucia Saint Maarten Saint Martin<br/>Saint Pierre and Miquelon Saint Vincent and the Grenadines South Korea<br/>Suriname<br/>Turks and Caicos Islands United States of America Uruguay US Virgin<br/>Islands Venezuela</p> <p>Part 4<br/>The list in this Part 4 shall apply to the Universal Monsters Slot Games.<br/>NetEnt Licensed<br/>customers may ONLY offer the Universal Monsters Slot Games in the<br/>following jurisdictions:</p> |
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|               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|---------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|               | <p>Andorra Austria Armenia Azerbaijan Belarus Belgium Bosnia and Hercegovina Bulgaria<br/>Croatia Cyprus Czech Republic Denmark Estonia Finland Georgia Germany Greece<br/>Hungary Iceland Ireland Italy Latvia Liechtenstein Lithuania Luxembourg Malta Moldova<br/>Monaco Montenegro Netherlands North Macedonia Norway Poland Portugal Romania<br/>Russia San Marino Serbia Slovakia Slovenia Spain Sweden Switzerland Turkey Ukraine<br/>United Kingdom The United States, its military bases, territories and possessions are specifically excluded. ""</p>                                                                                                                                                                                                                                                                                                           |
| No Limit City | <p>No customers shall be accepted from: ""BLACKLISTED CURRENCIES:<br/>AFN (Afghan Afghani), BIF (Burundian franc), BOB (Bolivian boliviano), CDF (Congolese franc), CUP(Cuban Peso), IQD (Iraqi dinar), IRR (Iranian rial), KPW<br/>(North Korean Won), LBP (Lebanese Pound), LYD (Libyan dinar), MMK (Myanma Kyat),<br/>NIO (Nicaraguan Córdoba), SOS (Somali shilling), SDG (Sudanese pound), SSP<br/>(South Sudanese pound), SYP (Syrian Pound), YER (Yemeni Rial), ZWL (Zimbabwean dollar)</p> <p>RESTRICTED TERRITORIES<br/>The United States of America, its territories and possessions (except under a local licence),<br/>The following countries to which US-origin software may not be exported or re-exported:<br/>Iran, North Korea, Netherlands,<br/>Cuba, Sudan and Syria (including any of the above Blacklisted Currencies' respective territories)""</p> |
| EvoPlay       | <p>No customers shall be accepted from: Afghanistan, Algeria, Australia, Aruba, Barbados, Burma, Bonaire, Botswana, Cuba, Democratic People's Republic of Korea (DPRK), Democratic Republic of Congo, Eritrea, Ethiopia, France and its dependent territories, Ghana, Iran, Iraq, Israel, Jamaica, Jordan, Liberia, Libya, Lithuania, Mali, Pakistan, Panama, Philippines, Rwanda, Saba, Singapore, Somalia, State of Palestine, Statia, St. Maarten, St. Eustatius, Sudan, South Sudan, Syria, The Netherlands, Tunisia, Uganda, United States of America and its dependent territories, United Kingdom, Venezuela, Yemen, Zimbabwe + Curacao</p>                                                                                                                                                                                                                         |
| iSoftBet      | <p>No customers shall be accepted from: "Afganistan(AF), Antigua and Barbuda(AG), Belgium(BE), Cuba(CU), Curacao, France(FR), French Polynesia(PF), Iran(IR), Iraq(IQ), Israel(IL), Liechtenstein(LI), Macau(MO),</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |

|               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
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|               | Netherlands Antilles(AN), Sudan(SD), Syria(SY), United Kingdom(GB), United States(US), Luxemburg(LU)"                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| BetSoft       | No customers shall be accepted from: United States of America and Territories, Curacao.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| World Match   | No customers shall be accepted from: "Afghanistan, Albania, Algeria, Angola, Australia, Congo, Cyprus, Ecuador, France and its territories, Guyana, Hong Kong, Iran, Iraq, Israel, Latvia, Lithuania, North Korea, Philippines, Poland, Saudi Arabia, Singapore, South Africa, South Korea, Sudan, Taiwan, United States of America, Vatican City, Spain, Sweden, United Kingdom, Italy, Germany"                                                                                                                                                                                                                                                      |
| Tom Horn      | No customers shall be accepted from: United States of America and Territories, and Israel, Curacao.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Booming Games | No customers shall be accepted from: "Cayman Islands, Iran, Iraq, Israel, North Korea, Curacao, Saudi Arabia, Singapore, United States of America, and all territories and possessions, being the U.S. Virgin Islands, U.S. Minor Outlying Islands, Guam, Puerto Rico, Marianas Islands and American Samoa, Vatican City<br>Other than with license:<br>United Kingdom, Spain, Slovakia, Portugal, Romania, Czech Republic, Columbia, Denmark, Estonia, Italy, Latvia, Lithuania, Belgium"                                                                                                                                                             |
| Amatic        | No customers shall be accepted from: "Afghanistan, Albania, Algeria, Angola, Antigua and Barbuda, Armenia, Australia, Austria, Bosnia, Cambodia, China, Cuba, Curacao, Cyprus, Ecuador, Estonia, France and Territories, French Polynesia, Georgia, Guyana, Hong Kong, Indonesia, Iran, Iraq, Israel, Kuwait, Laos, Libya, Liechtenstein, Macao, Mexico, Myanmar, Namibia, Netherlands Antilles Nicaragua, North Korea, Pakistan, Panama, Papua New Guinea, Peru, Philippines, Singapore, Slovakia, South Africa, South Korea, Sudan, Switzerland, Syria, Taiwan, Tunisia, Uganda, United States of America and Territories, Vietnam, Yemen, Zimbabwe" |
| Habanero      | No customers shall be accepted from: "Prohibited territories: Cyprus, Curacao, France, Philippines, Singapore, Taiwan, United States, Netherlands<br><br>Restricted territories unless licensed:<br>Italy, United Kingdom, Bulgaria, Colombia, Croatia, Denmark, Estonia, Latvia, Lithuania, Portugal, Romania, Spain, Sweden, South Africa                                                                                                                                                                                                                                                                                                            |

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|              | <p>MGA:</p> <p>Australia, Cyprus, France, Philippines, Singapore, South Africa, Taiwan, United Kingdom, United States.</p> <p>Restricted unless licensed: Italy, Bulgaria, Colombia, Croatia, Denmark, Estonia, Latvia, Lithuania, The Netherlands, Portugal, Romania, Spain, Sweden"</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Platipus     | <p>No customers shall be accepted from: "legal - USA, it's territories and possessions, Israel and Iran, Curacao.</p> <p>"</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Wazdan       | <p>No customers shall be accepted from: "Afganistan, Antigua and Barbuda, Armenia, Australia, Belgium, Bulgaria, China, Cuba, Cyprus, Denmark, Greece, France and its territories, Hong Kong, Italy, Iran, Iraq, Kahnawake, Libya, Macau, Malasia, the Netherlands, the former Netherlands Antilles, Poland, Portugal, Republic of Serbia, Singapore, Spain, Sudan, Syria, the Philippines, Turkey, the USA and its territories, UK, Curacao, Switzerland."</p>                                                                                                                                                                                                                                                                                                                                                                                                               |
| Relax Gaming | <p>No customers shall be accepted from: "Afghanistan, Algeria, Pakistan, Antigua &amp; Barbuda, Panama, Australia, Papua New Guinea, Bahamas, Sudan, Bahrain, Qatar, Curacao, Barbados, Syria, Botswana, Taiwan, Cambodia, The Philippines, China, Turkey, Cuba, Denmark, France, Kahnawake, Uganda, Cyprus, United Arab Emirates, Egypt, Vanuatu, Ghana, Vatican, Hong Kong, Yemen, Indonesia, Zimbabwe, Iran, Iraq, Israel, Jamaica, Jordan, Kuwait, Lebanon, Libya, Macau, Malaysia, Maldives, Mauritius, Mauritania, Mongolia, Myanmar, Nicaragua, Nigeria, North Korea, Oman, USA.</p> <p>Regulated:</p> <p>Belgium, Denmark, Estonia, France and its Territories, Georgia, Germany, Italy, Latvia, Lithuania, Republic of Serbia, Romania, Spain, Sweden, The Netherlands, United Kingdom, Canada and Oriental (planned for the middle of February 2022) .</p> <p>"</p> |
| Playson      | <p>No customers shall be accepted from: USA; Australia; Israel, Curacao, Georgia, Ukraine, Lithuania, United Kingdom.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| GameArt      | <p>No customers shall be accepted from: "Default:</p> <p>France, Portugal, Belgium, Sweden, Denmark, Bulgaria, Estonia, Cyprus, Israel, UK,</p> <p>Hong Kong, Australia, New Zealand, United States of America, Netherland</p> <p>For games:</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

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|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                         | <p>Dragon King, Wild Dolphin, Venetia, Lady Luck, Wolf Quest, Explosive Reels, Gold Of Ra,<br/>Dancing Lions, Phoenix Princess, Fortune Panda, Magic Unicorn, Ancient Gong,<br/>Power Dragon, Jumpin Pot, African Sunset</p> <p>United States of America and its territories, American Samoa, Australia, Brunei,<br/>Cambodia, China, Hong Kong, India, Indonesia, Japan, North Korea, South Korea,<br/>Laos, Macau, Malaysia, Mongolia, Burma, New Zealand, Papua New Guinea,<br/>Philippines, Singapore, Sri Lanka, Taiwan, Thailand, Timor, Vietnam"</p> |
| Fugaso                  | No customers shall be accepted from: USA, UK, Curacao                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Igrosoft                | No customers shall be accepted from: USA, Curacao                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Thunderkick             | No customers shall be accepted from: "USA, Curacao, France, Australia, Iraq, Iran, Libya, Myanmar, People's Republic of Korea, Sudan, Zimbabwe, Netherlands, Conditional Jurisdictions: Denmark, Canada, Spain,<br>Portugal, Italy, Belgium, Romania, Czech Republic, Sweden"                                                                                                                                                                                                                                                                               |
| Leander                 | No customers shall be accepted from: USA, China, Curacao, France, Israel                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Playtech                | <p>No customers shall be accepted from: "Regulated:<br/>Australia, Belgium, UK, Bulgaria, Colombia, Czech Republic, Denmark, Estonia, France, Italy, New Jersey USA, Poland, Portugal, Romania, Sweden, Switzerland, Spain.</p> <p>Restricted:<br/>Cyprus, Hong Kong, Israel, Macau, Philippines, Singapore, USA, Curacao, Latvia, Ukraine."</p>                                                                                                                                                                                                            |
| Belatra Games           | To be determined                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Golden Hero             | No customers shall be accepted from: List of allowed countries: The United Arab Emirates, Armenia, Azerbaijan, Bangladesh, Brunei Darussalam, China, Indonesia, Japan, Kyrgyzstan, Cambodia, South Korea, Kazakhstan, Lao People's Democratic Republic, Myanmar, Mongolia, Malaysia, Nepal, New Zealand, Pakistan, Qatar, Russia, Thailand, Tajikistan, Timor-Leste, Turkmenistan, Uzbekistan, Viet Nam .                                                                                                                                                   |
| Mascot Gaming           | No customers shall be accepted from: USA, Curacao                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Betradar Virtual sports | No customers shall be accepted from: USA, Curacao.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Golden Race             | No customers shall be accepted from: as per our agreement "Excluded Territories" means (i) any jurisdiction, country, state, province, region or other political subdivision in which the use, offering to users, development, distribution, offering for sale, selling, advertising, promotion and/or other exploitation of the Games is prohibited by law or by the Licensor (including, without limitation, Afghanistan, Antigua and Barbuda, Belgium,                                                                                                   |

|                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
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|                         | Bulgaria, Cuba, Cyprus, Denmark, Italy, France and its territories, Hong Kong, Iran, Iraq, Israel, Kahnawake, Libya, Macau, Netherlands Antilles, Republic of Serbia, Romania, Spain, Sudan, Syria, the Philippines, Turkey, the USA and its territories) (ii) the United Kingdom, unless the user(s) has a UK Gambling License; and (iii) any other jurisdictions or territories which may be added and designated as Excluded Territories by Licensor (at Licensor's sole and absolute discretion) from time to time by written notice to Licensee. |
| Spigo                   | No customers shall be accepted from: USA, Curacao                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Patagonia Entertainment | No customers shall be accepted from: Aruba, Bonaire, Curacao, France, Netherlands, Saba, Singapore, Statia, St Maarten, USA                                                                                                                                                                                                                                                                                                                                                                                                                           |

The list of Restricted Territories may be changed by Provider's sole and exclusive discretion at any time by written notice (email will be sufficient).

Provider 

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Licensee 