



IP (INFORMATION PROVIDER) MARKETING AND COMPLIANCE SERVICES AGREEMENT

BETWEEN

CURACAO EGAMING, CONET ECOMMERCE SERVICES

&

THORNER LIMITED

FOR OFFERING NON-EXCLUSIVE OFFSHORE IP eGAMING AND WAGERING SERVICES

AGREEMENT

This non-exclusive offshore agreement, made this **October 1, 2018** and considered to enter into effect as of **October 1, 2018**, hereinafter referred to as the "Agreement", is between the undersigned:

CURAÇAO eGAMING, a company incorporated and established in Curaçao, located at Dr. Hugenholtzweg z/n, UTS Gebouw, Curaçao, hereinafter referred to as the "SP" or "SERVICE PROVIDER" and holder of License No.1668/JAZ, Conet E-Commerce Services, a limited liability e-zone company incorporated in Curacao, located at Dr. Hugenholtzweg z/n, UTS Gebouw, Curaçao, hereinafter referred to as "CONET", "CLOUDXCEL", SP's Authorized "IP COMPLIANCE SERVICE PROVIDER".

and

Thorner B.V., a limited liability company incorporated in **Curacao**, registered under registration: 148181, hereinafter referred to as the "IP" or "INFORMATION PROVIDER" or "Client" who shall be offering Services as defined herein while operating under Curaçao eGaming License No.1668/JAZ, Compliance Services provided by, Conet eCommerce Services collectively referred to as "Parties".

SCOPE AND OBJECTIVE

For the purpose of this document, the "Agreement" and this legal notice, a reference to "Client" shall also mean IP (Information Provider). "CONET" shall also mean a reference to Conet, SP's authorized IP compliance service provider. A reference to "Curacao eGaming" shall mean a reference to Curacao eGaming, SP (Service Provider).

In this Agreement, the legal conditions are set under which the Parties will act as an SP and IP under license No. 1668/JAZ, granted by the Government of Curaçao to SP to exploit Gaming and Wagering Services on the international market by way of telecommunications technologies (phone, internet, servers, etc.), IP's registered applications, services and compliance Services to be provided for and supervised by Conet.

WHEREAS

(A) SP is a company authorized and licensed wherein it has the rights by virtue of License No. 1668/JAZ granted by the Government of Curaçao (formerly Netherlands Antilles) on October 1, 1996, ("License") to grant any third party under its responsibility and authority a non-exclusive right to exploit Games of Chance via telecommunication technologies under the aforementioned License during the term of this Agreement or any extension thereafter.

(B) IP wishes to obtain the consent of SP to offer Services in accordance with the terms and conditions described herein under the License and authority of SP granted by the Government of Curaçao whose address for all purposes hereunder is Dr. M.J. Hugenholtzweg z/n, UTS Gebouw, Curaçao;

(C) The License granted by the Government of Curaçao to SP (a copy of which is available upon request in the official Dutch language - with a non-official, non-binding English translation supplied for convenience) provides the possibility for SP to grant a non-exclusive consent to third parties to use its facilities, services or that of SP's Authorized Remote Compliance Services Provider; Conet, but always under its Compliance Services supervision and within the rules, regulations and restrictions contained in the License and in this Agreement and;

(D) SP's and Compliance Services Provider (Conet) responsibilities are set forth in this Agreement.

(E) The conditions of this Agreement are applicable to all further agreements between SP and IP, and Conet.

(F) The rights conveyed to IP under this Agreement shall be subject to the underlying rights of SP with the Government of Curaçao.

IT IS HEREBY AGREED:

ARTICLE 1. DEFINITIONS.

In this Agreement the following terms shall have the following meanings:

1.1 LICENSE:

The License granted to SP by the Central Government Resolution - No. 1668 / JAZ of October 1996 No. 1 and as amended or extended.

1.2 GAMES OF CHANCE OR WAGERING SERVICES:

Current and future Games approved by the Minister of Justice of Curaçao in accordance with Article 13 of the License identified in any appropriate form and communicated directly in writing. This Agreement covers the specified Games or Services that utilize telecommunications (phone, internet, servers, etc.) and involve money betting and Games or Services that incorporate any element of randomness, chance or time limits. Hereunder a list of current Games:

- a) Black Jack
- b) Caribbean Poker
- c) Video Poker
- d) Slots
- e) Roulette
- f) Parlay Cards
- g) Craps
- h) Scratch Cards
- i) Club Stud Poker
- j) Pai Gow
- k) Keno
- l) Wheel of Fortune
- m) Red Dog
- n) Texas Hold.EM
- o) 7 Card Stud
- p) 7 Card Hi-Lo (or better)
- q) Omaha
- r) Omaha-Hi-Lo (8 or better)
- s) Draw Poker
- t) Lowball
- u) Razz
- v) Mexican Poker
- w) Lightning Hold EM
- x) Lottery International Games
- y) Sports betting
- z) Pool betting

- aa) Betting exchange
- bb) Online Bingo
- cc) Online Poker
- dd) Mahjong
- ee) Games of Skill

1.3 SUPERVISING OFFICIAL:

The supervising official referred to in paragraph 1, Article 18 of the License, including SP officials.

1.4 GOVERNMENT:

The Government of Curaçao.

1.5 PRIZE:

The prize money referred to in Article 17 of the License. However, IP shall at all times have sufficient funds to pay the Prize in accordance with the rules, terms and conditions posted on IP's web site or other media.

1.6 NET WIN:

The difference between the game profits and the game loss of the total amount of Games of Chance, which has been offered before the deduction of the costs and expenditures (such as but not limited to the deduction of all Prizes and the General License Fee Tax if applicable).

1.7 GAME CONTROL SYSTEM:

Game Control System is a general term that encompasses the technical infrastructure necessary to offer the Services which at all times shall be under the technical control and supervision of the SP and or its designated Curaçao Authorized Remote Gaming Compliance Service Provider.

1.8 REDUNDANT GAME SERVER:

Game Control System under SP's control, used as a fallback when Gaming Control System is unavailable.

1.9 ONE GAMES OF CHANCE/WAGERING SERVICE OFFERING:

A portfolio of Games of Chance or Wagering Services or offering (including without limitation, pool betting, casino games etc.) that operates on one or several domains and under one or more registered brand names. Notwithstanding the foregoing, additional domains and additional languages of such Games of Chance or Wagering Services all owned by the same corporate entity will also be included within the Grant provided under Article 2 so long as IP shall provide SP with a written notice of such additional domain names and languages variations which shall be deemed as One Game of Chance/Wagering Service. Additional domains and clones of the covered Games of Chance or Wagering Services shall require written consent of SP to which additional fees apply.

1.9.1 RULES:

Curaçao eGaming applies general terms and conditions with respect to compliance services, the provisioning of services and products by Curaçao eGaming (the "General Conditions"), and furthermore applies policies and guidelines with respect to the use of its services (the "Policies"). The latest version of each of these documents and other related documents are made available on this page: www.conet.net/esupport (downloads).

ARTICLE 2. THE GRANT, TERM.

SP hereby grants to IP the non-exclusive right to exploit One Games of Chance/Wagering Service, offering Games on the international market via telecommunication technologies, under the License of SP.

The term of this Agreement shall commence on the date of this Agreement's execution and shall continue in force for one (1) year from such date (the "Initial Term"). Thereafter, this Agreement shall automatically renew for successive one-year terms ("Renewal Term") after the expiration of the Initial Term (a "Renewal Term"), unless earlier terminated in accordance with this Agreement, the conditions set forth in the License, the eGaming Compliance Services Agreement, and due to rules, regulations and restrictions of the Government of Curaçao.

ARTICLE 3. PRICE, INVOICING AND TERMS OF PAYMENT.

3.1 IP will pay to SP and Conet the charges invoiced as set forth and described within and as described in the Compliance Service Schedule. SP shall provide IP with a non-exclusive right to exploit and operate its' Games of Chance and Wagering Services on the International Market.

3.2 Fee Information is Confidential. The pricing of the Services provided by Curacao eGaming and Conet to Client, both for its elements and in the aggregate, is Confidential Information. Disclosure of such Confidential Information breaches the terms of this Agreement.

3.3 Invoices will be sent electronically to the billing email address specified within the billing system. Client must ensure that (i) Curacao eGaming / Conet has the correct invoicing contact email address on file at all times and (ii) Client continues to receive invoices on a quarterly basis. If Client does not receive an invoice, it is Client's responsibility to inform Curacao eGaming / Conet of this fact.

3.4 All recurring fees due hereunder, including, without limitation, the Total Monthly Services Fee, shall be invoiced in advance, on a monthly, quarterly, semi annual or an annual billing cycle basis.

3.5 Any one-time fees, including, without limitation, any applicable Overage Fees or Additional Service Fees, will be invoiced in arrears, on a monthly basis. Client will receive any required usage reports on a monthly or quarterly basis. The first, second or final billing invoice may include charges for partial month fees (for the Total Monthly Services Fees in the case of the former and for Overage and Additional Services Fees, Security Deposit and other one-time fees) for Services if the Services are activated in the middle of a billing cycle.

3.6 The fees and charges set forth and Invoiced are due in advance for the Services to be rendered by SP to IP during said month, without offset, deduction or credit of any kind during the term of this Agreement and any renewals or extensions.

3.7 In the event that a payment is not received by the Due Date of any month a late fee of €150 will be charged to the clients account; during the Term hereof for two (2) consecutive months, on the next late payment, customer will be assessed again for additional administrative charges. SP may suspend any or all Services to IP if payment for any Service is overdue. A "Suspension" and "Reinstatement Fee" equal to five-hundred euros (€500.00) each will be assessed for suspended Services and must be collected with the overdue Fees for the account to be reinstated; in addition SP may charge interest on all due but unpaid Fees at 1.5% per month ("Default Interest") until paid in full. IP agrees to and shall pay to SP for all costs of collection of the Fees, Default Interest and Administrative Charges. IP's obligation to pay the Fees, Default Interest and Late Charges shall survive the expiration or earlier termination of this Agreement.

3.8 If IP requests that SP provide services not specifically set forth herein or the Compliance Services Schedule and SP agrees to provide such services, IP agrees to pay SP's standard fee for such service at the time such service is invoiced and or services rendered for such charge as the parties may mutually agreed upon prior to the delivery of the service.

3.9 IP shall at all times keep SP current of its physical address (P.O. Boxes are not acceptable), email address and names of responsible persons. This address will be for the purpose of the designation of the IP's legal address and for the presentation, offering and organization of the Games of Chance, Services and other activities as meant in this Agreement.

3.9.1 Invoices rendered by SP or its authorized representatives shall be in US dollars or Euros and shall be paid in the currency rendered, unless other written arrangements are made. SP shall have no liability for charges due to currency conversion or for originating bank fees charged.

ARTICLE 4. SP'S RIGHTS AND OBLIGATIONS.

4.1 In accordance with the Grant of a non-exclusive right in above-mentioned Article 2, SP may grant any third party a non-exclusive right to exploit Games of Chance via telecommunication technologies pursuant to the License during the term of this Agreement or at any other time.

4.2 IP agrees that SP has the sole and exclusive right to revoke its Services to operate under its Curaçao license, including the right to control the designation of any rights granted as valid or invalid not limited to utilizing the live Seal link to the Curaçao eGaming License Verification System.

4.3 Upon request, SP shall provide IP with a copy of the License, the Telecommunications Facilities Act of the Central Government of Curaçao, in the Dutch language with a non-official, non-binding, English translation thereof. SP undertakes to provide all material updates IP amendments or new laws and regulations, which SP deems applicable.

4.4 SP shall inform IP of any Games of Chance or Wagering Activities no longer permitted under the License of SP, and upon request any new Games of Chance permitted or updated.

4.5 The Parties specifically agree and understand that SP does not own or in any manner participate in the operation of IP's website, offered services, or business operations.

4.6 It shall be the responsibility of IP to monitor the website: www.curaçao-egaming.com and www.conet.net/esupport and complies therewith any posted policies, general conditions, SLA's.

ARTICLE 5. IP'S RIGHTS AND OBLIGATIONS.

5.1 IP shall should familiarize itself with and adhere strictly to the rules as promulgated under the Offshore Games of Chance Act Publication Bulletin 1993 no. 63 (as amended);

- Article 1 of the Telecommunication Facilities Act of Curaçao; available upon request;

- Any banking regulations in Curaçao, applicable now or in the future;

- The obligations set forth in the License, and most specifically the requirements contained in the Articles 3, 12, 14, 15, 16 and 17 of the aforementioned License.

- All laws, rules and regulations of Curaçao; the laws of any country wherein IP offers its Services to which IP is responsible for verifying and abiding by the laws governing gambling in the place where the Software is used and services offered.

5.2 IP shall have a continuing obligation to provide SP with sufficient information acceptable to SP with respect to the good character, the good standing, and the good conduct of IP's management, its shareholders, officers, and personnel.

5.3 IP may not use the rights granted herein in any manner other than to provide the possibility to directly or indirectly, offer the playing of the games of Chance and the Wagering activities to private persons as described in the License.

5.4 IP will inform SP about all developments within the organization of IP, which are, or could be of any relevance to the licensed services, status, ownership, directors, officers or other material matter relating to IP. The determination as to the need for such developments to be made known or the adequacy of such information provided shall be at the sole discretion of SP. If any part of the information provided by IP shall be found to be incorrect or incomplete at any time, and IP shall fail to provide further documents or explain the inconsistency of the information within seven (7) days as of the receipt of SP's written notice (to the extent the delivery of such notice is possible under applicable laws), SP shall have the right to terminate this and any other Agreement with IP. All reasonable expenses incurred in connection with obtaining such information shall be for the sole account and shall be the sole responsibility of IP.

5.5 IP will act as an "Information Provider", in which capacity IP will provide and pay for its own costs and marketing. IP bears the expenses and pays for its administration, legal fees, marketing expenses and corporate taxes and fees.

5.6 IP shall not claim or display that it is directly licensed by the Government of Curaçao in accordance with Article 5.8.

- a. IP agrees to resolve all player complaints in a timely and professional manner;
- b. IP agrees that you are required to display our Compliance information and Seals on all registered and Authorized gaming services, URLs, domain names sites, sub sites, skins, affiliates or any variation of.

5.7 IP is responsible for verifying and abiding by the laws governing gambling in the place where the Software or Service is used to which IP shall post on its web site "We are not able to verify the legality of the Service provided to the registered users of this Service, in each jurisdiction. It is the responsibility of the player and the IP (Information Provider) to verify such matters".

5.8 IP shall post a notice on its web site or other media that IP is an Internet gaming site and operates under a eGaming license granted by the Government of Curaçao to Curaçao eGaming. Any questions, complaints or matters pertaining to the Service operating under this licensee should be directed to Curacao eGaming compliance@curacao-egaming.com "IP may submit to SP it's own similar text to be displayed for review and approval.

5.9 As long as this Agreement is in force and effect, IP shall not acquire a Grant similar in any kind or nature to The Grant above-mentioned in Article 2.

5.9.1 IP shall not have any authority to grant or assign all or any part of this Agreement providing for the right to operate Games of Chance and/or Wagering Activities to any third party.

5.9.2 IP will notify SP promptly in writing of any legal claim or proceeding involving its' Services as they may be operating under the License of SP that comes to IP's attention; and

5.9.3 IP agrees that it is required to provide SP with an up to date, accurate ongoing inventory of all gaming services, domains, URL's, Skins operating under its control and covered by this Agreement.

ARTICLE 6. IP's TAX STATUS.

6.1 IP is a corporation duly formed and IP undertakes that at all times during the term of this Agreement and any extensions or renewals hereof, it will maintain its status as a company in good standing within the country or jurisdiction where IP is legally domiciled.

6.2 IP undertakes that it will not, without the prior approval of SP carry on any trade or business in Curaçao or with residents of Curaçao.

6.3 IP shall be required to timely pay any profit tax due by IP as required by applicable laws. IP assumes full responsibility for the payment of any fines, taxes or fees due to any government, or agency, and hereby indemnifies SP of any responsibility whatsoever thereto.

6.4 SP cannot warrant that no other levies and/or taxes whatsoever will be imposed on IP under applicable Curaçao laws, nor in the future, nor by any entity of Curaçao, including but not limited to the Government itself, tax authorities or department(s) or other. In case such levy, tax, fee or other payment whatsoever will become lawfully due in the future regardless of any enforcement.

ARTICLE 7. RIGHT OF INSPECTION OF BOOKS AND RECORDS.

7.1 SP, designated Supervising Officials, or designees appointed by either, shall be entitled to examine the business and electronic data and the records of IP, as far as necessary in the performance of their duties as required under applicable law, the License or any regulations as may be promulgated by the Government. The expenses of such examination (insurance, travel, transportation and accommodation costs) shall be paid by IP.

7.2 Supervising Officials, SP officials, or any official designee of either, are authorized to access and make copies of the data and records as provided in the underlying License.

7.3 IP shall at all times have the obligation to provide that all electronic data in connection with operation of its business be accessible, directly, indirectly and remotely, that such data can be displayed in a format that is readable in Dutch or English and can be printed. IP shall provide all means necessary to comply with the foregoing requirement.

7.4 Supervising Officials, described in the License in Articles 16 and 18 through 26, are authorized to check the way of storage, operations and installation of the equipment and programs intended for the offering of the Games of Chance and Wagering Activities via the Service Lines, including the testing of the operation and the equipment, in accordance with the terms of the License.

ARTICLE 8. COMPLIANCE SERVICES.

8.1 Conet agrees to provide Client with one or more of the following-defined IP Compliance Services as defined by Conet, confirmed and ordered by Client by means of the "Services Schedule," incorporated herein by this references:

8.2 "Managed IP Compliance Services." Providing IP Network Compliance Services or Managed, Co-located and or Hosted Application compliance services such as IP traffic management, Service, Data and Application Compliance, Service and Application Acceleration, IP Delivery Network (IPDN) Services, Domain Name Service (DNS), Global Load Balancing, Cloud-based Firewalling, SSL Off-loading, Co-location, leased hardware, VPS, hosting one or more web sites, web applications and/or maintaining one or more servers owned by Conet for Client use including internet service and IP compliance services.

8.3 "Rules, Regulations, Policies and Procedures, Services Agreement, the eGaming Licensing Agreement, the Compliance Services Agreement, the Service Level Agreement (the "SLA"), the General Policies, Conditions, and the Acceptable Use Policy found at www.conet.net/esupport/", Client agrees to and shall abide by and honor all "Rules, Regulations, Policies and Procedures, Services Agreement, the eGaming Licensing Agreement, the Compliance Services Agreement, the Service Level Agreement (the "SLA"), the General Policies, Conditions, and the Acceptable Use Policy found at www.conet.net/esupport

8.4 "Professional Services." Complex support services, including, but not limited to remote hands and eyes, server, software support, development, design, database consultation and hardware repair.

8.5 "Equipment Rental." Rental of various types of Information Technology equipment and/or hardware to Client, as ordered.

8.6 "Services" shall mean one or more of the services described herein and provided by Conet to Client pursuant to this Agreement.

ARTICLE 9. MANAGED NETWORK SERVICES.

9.1 Conet agrees to provide those Managed Network Services ordered by Client, if any, as set forth on the Services Schedule.

9.2 Upon request and subject to availability, Conet will use commercially reasonable efforts to secure domain names and assign Internet address space for the benefit of Client if ordered. Client shall ensure that any domain name(s) registered or administered on its behalf will not violate an intellectual property right of a third party and shall comply with the rules and regulations of the applicable domain name registrars or other authorities. Conet shall not be liable for damages associated with the assignment and/or use of domain names and Client agrees to indemnify and hold harmless Conet with respect to any such claims. IP addresses shall be allocated in compliance with ARIN and LACNIC guidelines. All IP addresses and space provided to Client by Conet are for Client's sole use with the Service(s), and are non-portable and non-transferable. Neither Client nor any of Client's end users will own or route an IP address or space provided by Conet, and upon expiration or termination of this Agreement, Client's access to IP addresses and space provided by Conet will cease.

9.3 Conet is not responsible for any event that adversely impacts the Service(s) whereby that event is caused by (a) an act or omission of Client, its employees, Clients, contractors or agents; (b) the failure or malfunction of equipment, applications or systems not owned or controlled by Conet; (c) force majeure; (d) scheduled maintenance, alterations or implementation; (e) any deliberate suspension of Service(s) resulting from a breach of this Agreement by Client; (f) the unavailability of required Client personnel or the failure of Client to provide current, accurate contact information of Client personnel to Conet.

ARTICLE 10. PROFESSIONAL SERVICES.

10.1 Conet agrees to provide those Professional Services ordered by Client, if any, as set forth on the Services Schedule or via any other written instrument signed by an authorized representative of Client.

10.2 Systems Administration Services shall consist of the provision of and service for Windows, Industry supported Linux and Unix operating systems, plus provision of and service for applications that are standard to the Conet product portfolio.

10.3 Remote Hands Services shall consist of services requested by Client to perform basic hands-on tasks. Said services are available to Client twenty-four (24) hours a day by contacting the Conet Network Operations Center via a support ticket at www.conet.net/esupport. Conet will have on-call staffing at all times to assist with problem troubleshooting and issue resolution.

10.4 To obtain Professional Services from Conet, Client must request the service(s) in writing by forwarding an email request to Conet or by submitting a ticket via the Conet Client Portal. Any request must be submitted by an authorized representative of Client. Requests submitted by an unauthorized representative of Client will be subject to verification and may result in delay of service(s).

10.5 The maximum liability of Conet for any claim relating to Professional Services provided by Conet shall not exceed the amount of the fee for the service received by Conet from you during the period giving rise to the claim but in no event shall exceed one-month..

ARTICLE 11. EQUIPMENT RENTAL.

11.1 Client may rent equipment and/or hardware from Conet as set forth on the Services Schedule or by any other document executed by an authorized representative of Client. Fees vary and are subject to change. Client shall be responsible for damage to equipment not caused by Conet, reasonable wear and tear accepted.

ARTICLE 12. INTERNET SERVICES.

12.1 Conet may provide Internet service for Clients obtaining Managed Network Services, IP Compliance Services or other Hosting Services from Conet. The Internet is not owned, operated, managed by, or in any way under the control of Conet or any of its affiliates. Client agrees to use the Internet at its own risk. Interruptions to Internet access beyond the edge of the Conet Network may occur from time to time without notice or credit to Client, unless otherwise provided for herein.

12.2 If Clients' traffic pattern becomes erratic and/or causes spikes (upward or downward) in usage, then Conet will determine its incremental charges caused by this spike, if any, and invoice Client a one-time charge equal to such charges. A spike will be defined as any traffic increase or decrease, planned or unplanned, as can reasonably be determined in excess of fifty percent (50%) of Clients' normal pattern average for that time period (day/week/month). If Client becomes aware of a potential traffic spike, then Client will notify Conet in advance of such occurrence. In order to maintain the quality of the network services for all Clients, if Conet detects the occurrence of a spike, then Conet reserves the right to suspend Service with no less than four (4) hour notice to the Client if no response is received from Client during those four (4) hours to affect arrangements to curtail or explain the spike.

ARTICLE 13. CLIENT CONTENT.

13.1 Client is solely responsible for the content of its web site(s), application(s) or media, including, but not limited to data, text, images, graphics, audio and video files, software and applications ("Content"). Conet exercises no control whatsoever over the Content used by Client or the end users of Client. Conet has no ownership interest in Client's Content and shall take no action to obtain an ownership interest in the same.

ARTICLE 14. MAINTENANCE.

14.1 Routine maintenance and periodic system repairs, upgrades, and reconfigurations may result in temporary interruptions to Conet services in certain portions of the world. As a result, Conet does not guarantee continuous or uninterrupted services across the entire globe concurrently and reserves the right from time to time to temporarily reduce or suspend these services in certain geographies in order to carry out routine maintenance. When possible, Conet shall provide no less than twenty-four (24) hours' notice to Client for a scheduled maintenance. Unless otherwise agreed, such maintenance, repairs, upgrades, and configurations will occur between the hours of midnight and 6:00am in the local time zone of the affected node or datacenter.

ARTICLE 15. MONITORING AND DATA EXAMINATION.

15.1 Conet reserves the right to monitor Client's network activity for purposes of assessing network utilization, reliability and performance. This monitoring does not include examination of Client data unless (i) such examination is deemed necessary to troubleshoot a Client issue at Client's request; or (ii) such examination is made pursuant to a judicial order, search warrant, or statutory requirement, in which case Conet shall provide notice thereof to Client, to the extent said judicial order, search warrant, or statutory requirement permits, with sufficient time for Client to take the appropriate steps to contest disclosure.

ARTICLE 16. SERVICE LEVEL AGREEMENTS.

16.1 Client may be eligible to certain performance or availability guarantees as outlined in one or more applicable Service Level Agreements ("SLA"). Each Service has its own Service Level Agreement and Client is only eligible to receive the benefits of any SLA if Client is paying for a Service Level agreements and Client's account is not in default, monetary or otherwise, at the time of the incident. Client's sole and exclusive remedy for Conet's failure to provide certain performance or availability guarantees is provided for in the applicable SLA. Copies of applicable service level agreements are posted online.

ARTICLE 17. THIRD PARTY SOFTWARE.

17.1 If any third party software, including corresponding documentation, is provided to Client by Conet in connection with the services provided by Conet, Client agrees to be bound by any additional licensing terms and conditions applicable to the third party software. Client will use all third party software strictly in accordance with the terms and conditions required by the third party and within Conet Premises only. Conet makes no representations or warranties whatsoever with regard to any third party software.

ARTICLE 18. DISCLAIMERS OF WARRANTY.

18.1 Unless otherwise indicated herein or in any other agreement with Conet, service(s) are provided "as is" and "as available" and Conet makes no warranties or representations of any kind concerning the service(s), software or equipment or any results to be achieved through use of the service(s), software or equipment. Conet disclaims all warranties, including the warranties of merchantability, quality, fitness for a particular purpose, non-infringement and title and all implied warranties arising from a course of dealing, usage, or trade practice. Use of any information obtained through the use of Conet's network is at the Client's own risk. Conet specifically disclaims any responsibility for the accuracy or quality of information provided by third parties obtained through its service(s).

18.2 Client's sole and exclusive remedy in the event of a service outage, interruption or deficiency of service(s) or failure by Conet to meet the terms of an applicable service are provided herein, any monetary credit to be given to Client will first be applied to any balance owed by Client to Conet.

18.3 Conet cannot control the performance of any data or service(s) controlled by third parties. Action or inaction by third parties can impair or disrupt Conet's service(s). Conet makes no representations and expressly disclaims all warranties regarding the data or service(s) controlled by any third party, including the providers of telecommunications or network services. Client acknowledges that an interruption in service(s) due to circumstances beyond the reasonable control of Conet, such as a failure of telecommunications or network systems not controlled by Conet shall not be the responsibility of Conet.

18.4 This DISCLAIMER OF WARRANTY extends to any oral or written information you may have received from Conet, its employees, third-party vendors, agents or affiliates. Other than what is contained in this Agreement you may not rely on such information.

ARTICLE 19. DEFAULT OF COMPLIANCE SERVICES.

19.1 In the event Client breaches this Agreement or if the actions or omissions of Client threaten the integrity or functionality of Conet equipment and/or services, Conet may suspend, without notice, any and all services provided by Conet and/or restrict Client's access to the Conet Premises.

19.2 If Client breaches this Agreement, which breach results in damages to Conet, Conet may take possession of any Client Equipment and, in its sole discretion, store it at Client's expense until Client remits all amounts owed hereunder (including expenses related to such storage). In the event Client fails to remit payment within sixty (60) days of the delivery of written demand, Conet may sell Client Equipment in a reasonable manner and credit the amount obtained to the total amount owed. If the amount obtained through the sale of Client Equipment exceeds the amount owed, the balance of the amount obtained shall be remitted to Client.

19.3 By Conet. In the event of a material breach of this Agreement by Conet, Client must provide to Conet written notice of said breach and afford Conet fifteen (15) days within which to cure said default unless contested by Conet. In the event Conet fails to cure the uncontested default within the time prescribed, Client may terminate this Agreement.

ARTICLE 20. EMINENT DOMAIN or LEASEHOLD TERMINATION.

20.1 Eminent Domain. In the event a Conet Premises becomes the subject of a taking by eminent domain, Conet may terminate any or all of the Services provided to Client affected by such taking after first providing Client with thirty (30) days written notice.

Conet shall not be liable for early termination of this Agreement under this provision.

20.2 Conet shall have the right to terminate this Agreement without liability if the termination occurs pursuant to the expiration or termination of the Conet leasehold interest in a Conet Premises.

ARTICLE 21. HOLD HARMLESS AND INDEMNIFICATION.

21.1 Client shall indemnify, defend and hold harmless Conet, its affiliates, officers, directors, members, managers, licensees and licensors harmless from any and all claims, losses, damages and expenses, including, without limitation, reasonable attorney's fees and court costs, or liabilities arising from or related to (i) a violation of any provision of this Agreement; (ii) any claim of infringement of any intellectual property or other proprietary interest based on the possession or use of any Service(s), software or equipment furnished to Client or Client's end-user(s) and/or Client(s); (iii) any claim that Content, or the manner in which Client or Client's Client(s) And/or end user(s) make use of the Service(s), constitutes an infringement of any patent, copyright, trademark, trade secret, or other right of any third party; (iv) any acts or omissions of Client, its employees, agents, contractors, invitees, licensees, visitors, and/or Client/end-users; and/or (v) any injury or damage to the person, property, or business of Conet, its employees, agents, contractors, invitees, licensees, visitors, and/or Client(s)/end- user(s).

ARTICLE 22. ALL CLAIMS.

22.1 All claims you bring against us must be resolved in accordance with this Agreement. Without limiting the previous sentence, this includes claims based on service outages, which are expressly covered by our SLA if provided. All claims filed or brought contrary to this Agreement will be considered to be improperly filed and a breach of our Agreement. If you file a claim contrary to our terms of service, we may recover attorney's fees and costs. Attorney's fees include any fees charged by our in-house, or virtual in-house, attorneys.

ARTICLE 23. ASSIGNMENT.

23.1 Client may not assign this Agreement or any portion hereof without prior written authorization from Conet. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and there respective successors and assigns.

ARTICLE 24. MODIFICATION.

24.1 This Agreement may be modified only by a written instrument executed by both parties.

ARTICLE 25. NOTICES.

25.1 Any notice required to be given hereunder shall be in writing and shall be deemed to have been delivered when deposited in the mail (registered or certified mail), return receipt requested, with adequate postage affixed, or delivered to a national overnight courier service and addressed to the persons set forth herein. Notice for monetary or compliance default may be sent by e-mail, facsimile, or other written format to the following correspondence address.

TO Curacao eGaming:
Curacao eGaming
Pletterijweg Oost 1, Ara
Hill Top Suite A-4
Curaçao
Phone: (5999 – 465-1134) Fax: (5999) - 465-1136
E-mail: compliance@curacao-egaming.com

TO CLIENT:
Thorner B.V.

ARTICLE 26. MISCELLANEOUS.

26.1 The following provisions will survive the expiration or termination of this Agreement: Indemnity (Client's indemnity of Conet); Ownership of Intellectual Property; Confidential Information; Disclaimers of Warranties; Limitation on Liability; Governing Law; Payment; and Miscellaneous.

ARTICLE 27. THIRD PARTY BENEFICIARIES.

27.1 The terms, representations, warranties and agreements of the parties set forth in this Agreement are not intended for, nor shall they be for the benefit of or enforceable by, any third party, including without limitation, Client's end users.

ARTICLE 28. PUBLICITY.

28.1 Neither party shall use for publicity or advertising the name of the other party, its affiliates or any of its directors, officers, managers, employees, consultants or agents or any trade name, trademark, service mark, logo or symbol of such party or its affiliates, except with the express prior written consent of such party.

ARTICLE 29. TERMINATION, SECURITY DEPOSITS.

29.1 Either party may terminate this Agreement for material breach, provided, however, that the terminating party has given the other party at least sixty (60) days prior written notice of the breach and such breach is not cured within such sixty (60) day period. Termination for breach will not alter or affect the terminating party's right to exercise any other remedies for breach even after a written notification putting a reasonable term to come to compliance, fails to comply to the terms set in this Agreement, the License, and the Rules, Restrictions and Regulations set by the SP and or the eGaming Compliance Service Provider or the Government.

29.2 IP may terminate this Agreement without cause at any time during the Initial Term or any Renewal Term; however, upon such termination IP shall pay an Early Termination Fee as described herein.

Additionally, SP may terminate this Agreement during the Initial Term or any Renewal Term without cause upon at least sixty (60) days prior written notice to IP provided IP's services are compliant with SP and or eGaming Compliance Service Provider and IP's account is up to date operating in good standing. SP reserves the right to suspend provision of the Services to IP and/or terminate this Agreement if: IP fails to timely pay any invoiced amounts, IP breaches the terms of the Agreements, Compliance Services and or Policies, which may from time to time be revised, at IP's sole discretion.

29.3 IP agrees to pay SP an early termination fee equal to the number of months remaining on the Initial Term or the then current Renewal Term (whichever the case may be) times the Total Monthly Services Fee ("Early Termination Fee") as defined in the Services Schedule.

29.4 When IP is in breach of its obligations or the Services Schedule or the Co-location or Services Agreement with Conet E-Commerce Service N.V. the designated provider of eGaming Compliance Services, Co-location and IP Compliance Services, and has failed to remedy such breach within fourteen (14) days following written notice to cure all such breaches, SP shall have the option to suspend IP or to terminate this Agreement. Upon termination SP shall be entitled to all fees and expenses as contained and described herein which have been earned for the remainder of the term of this Agreement had the Agreement not been terminated due to IP's failure to cure such breach. IP hereby consents to a continuing lien on such computer hardware in the possession or control of SP, its Authorized Remote Gaming Services Provider and reserves the right to exercise such lien over IP's Server(s) and/or any other equipment belonging to IP, in respect of any unpaid fees, charges and expenses and shall be entitled to sell the Server(s) if it is not collected after one (1) month from the Termination Date in order to recoup any unpaid amounts owing as indicated by SP's invoice to IP.

29.5 SP shall have the right to terminate this Agreement immediately without prior notice when:

- a) IP requests for a moratorium of any of its obligations hereunder or a moratorium of payment is granted to IP;
- b) IP files for a bankruptcy petition or is placed in a state of bankruptcy ("Chapter 11");

- c) IP makes an assignment for the benefit of its creditors; and
- d) The License is terminated or materially altered by the Curaçao Government.
- e) Alteration of the link to the Operating Status Verification System as provided by SP.

29.6 IP acknowledges that this Agreement may be terminated by SP in the event that the Curaçao Government wishes this Agreement terminated under the rules as promulgated in the License provided that: (a) SP shall provide IP to the degree possible, details under which any actions by the Government result in the termination of this Agreement and, (b) SP shall endeavor to deliver to IP the details of such actions with prior notice (except if such notice cannot be delivered due to the immediate nature of such Government termination).

29.7 Obligations set forth in this Agreement, which by their terms are meant to survive and continue after the termination, will continue after the termination (such as but not limited to: safeguarding to third party actions regarding intellectual property rights, filing of records and data, confidentiality, applicable laws and choice of jurisdiction).

29.8 Where the IP terminates this Agreement, SP is committed to store the IP's equipment without charge for not more than 3 (three) working days ("Initial Equipment Storage Period"). If the equipment is stored beyond the Initial Storage Period, SP would be entitled to charge Client a standard charge of €300 per week. Subject to a period of 30 (thirty) days following the Initial Storage Period having elapsed, SP would be discharged of any liability or responsibility in relation to the condition of the equipment and would not be held accountable for any damage that might occur to the equipment of any nature or extent.

29.9 Security Deposit.

IP is required to pay SP a Security Deposit equal to a minimum of (two) 2 months of IP's invoiced monthly recurring Licensing and Compliance Services charges. The deposit shall be maintained by SP for the duration of this agreement. Deposits may be augmented by additional deposit required if the original deposit proves to be insufficient based on the IP's invoiced actual monthly recurring charges. Deposits will be subject to normal collection procedures, including suspension of services in which any deposit on fill will not be returned to IP. All amounts held on deposit will be applied to the final invoice on termination of services.

ARTICLE 30. CONFIDENTIALITY.

30.1 Neither Party will disclose know-how, material, data and/or any information regarding the other's organization, activity, business, intellectual property, revenues, software, hardware etc. (collectively, "Confidential Information"), to any third party either during the term of the Agreement or for so long thereafter as long as such Confidential Information does not become publicly known or available, unless there is prior written consent by the other Party.

30.2 The Parties shall nevertheless be entitled to disclose Confidential Information of the other Party only if and to the extent that such Confidential Information has become public knowledge, through no act or omission of the party, which received the Confidential Information.

30.3 Any Party that learns that the other party's Confidential Information is being unlawfully used shall immediately inform the other party in writing.

ARTICLE 31. INTELLECTUAL PROPERTY.

31.1 All intellectual property of SP, including but not limited to matters regarding the License, SP's trade names, trademarks, marketing or organization, the Seal system are the exclusive property of SP and shall remain the sole and exclusive property of SP.

31.2 The intellectual property rights of IP in its software, hardware and IP's trade names, trademarks and organization are the exclusive property of IP and shall remain the sole and exclusive property of IP.

31.3 When there is controversy raised by a third party regarding the ownership of materials, software or services offered by IP collectively called "properties", the results of Services or documentation respectively of the intellectual properties thereof; these properties will remain in the possession of SP, until contrary proof is delivered by IP.

31.4 IP shall be solely responsible for IP's unauthorized use of trademarks or copyrights or other intellectual property of any third party and agrees to indemnify and hold SP, its affiliates, officers, directors or employees in connection therewith, including attorney's fees and expenses of litigation.

ARTICLE 32. RELATIONSHIP BETWEEN PARTIES.

32.1 In no event shall SP, its affiliates, officers, directors or employees be liable for special, incidental, consequential or punitive damages, including, without limitation, any damages resulting from loss of profits, loss of business or loss of goodwill arising out of or in connection with this Agreement, whether or not such party has been advised of the possibility of such damages. SP, its affiliates, officers, directors or employees, shall not be liable for any damages if, for any reason whatsoever, if a Web site fails or is non-operational for any reason whatsoever. Nothing in this Agreement shall create a partnership, joint venture, agency, or franchise between the parties in the legal sense of these terms. Neither Party will represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other party, nor to represent the other party as agent, employee, franchisee, or in any other capacity.

ARTICLE 33. FORCE MAJEURE.

33.1 The Parties hereto shall not be in any way responsible for failure to perform hereunder due to force majeure, which shall include, but not be limited to, fires, floods, riots, strikes, power failures, labor disputes, freight embargos or transportation delays, acts of vendors and suppliers, concealed acts of workman, an alteration of domestic or international rules and regulations, disconnection from the service lines or any other cause, all of which shall be beyond the reasonable control of such Party. If force majeure shall occur, the affected Party shall promptly give notice thereof to the other Party, and use his best efforts to cure or correct such event of force majeure. A Party hereto may, during a period of shortage or delay due to any such causes, prorate its supply in such a manner as deemed equitable in the good faith judgment of the Party. In the event force majeure shall continue for a period of three months, either Party shall have the right to terminate this Agreement.

ARTICLE 34. LIABILITY.

34.1 The total aggregate liability of either party will not under any circumstances including but not limited to negligence, to any indirect incidental, special consequential or punitive damages whatsoever including but not limited to damages for loss of profits, cost savings, revenue, business, data or use, or any other pecuniary loss by any end users or any other third party, exemplary, incidental or direct damages arising out of (a) compliance or attempted compliance with copyright laws. The foregoing limitations apply whether an action in contract or tort or any other legal theory and as it relates to Conet even if we have been advised of the possibility of such damages. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. You agree that in those jurisdictions our liability will be limited to the extent of the maximum limits of any applicable insurance coverage.

34.2 Direct damage shall mean (subject to the limitation in Section 34.1 above):

- a) Direct damage to software, hardware, records and data;
- b) Direct damage to other properties of the other party;
- c) Direct costs of necessary alterations and/or modifications to hardware, software, records and data, made to limit or repair the damage.

34.3 Lost profits and other consequential damages shall not be deemed direct damages. Neither party shall be liable for lost profits or consequential damages.

34.4 This Agreement does not provide third parties with any remedy, claims, liability, reimbursement, causes of action or other right.

RTICLE 35. WAIVER.

35.1 Any forbearance delay or indulgence by either Party in enforcing any of the terms and conditions of this Agreement shall not prejudice or affect the rights and remedies of such Party hereunder, nor shall any waiver of any breach hereof operate as a waiver of any subsequent breach and no waiver or variation of any of the terms and conditions of this Agreement shall be valid or have any effect unless the same be made in writing and signed by a director of such Party authorized for that purpose on behalf of such Party.

ARTICLE 36. SEVERABILITY.

36.1 Should any part, term or provision of this Agreement be declared by any court of competent jurisdiction to be unenforceable, the validity and enforceability of the remainder of the Agreement shall not be affected thereby. In such event the offending part, term or provision shall be deemed not to be part of this Agreement and any resulting necessary consequential amendment shall be deemed to be incorporated in this Agreement, unless same affects the SP's intellectual property or SP's right to be paid its fees hereunder, in which case may be immediately terminated at SP's sole discretion.

ARTICLE 37. APPLICABLE LAW.

37.1 This Agreement and all the terms and provisions and conditions of this Agreement and all questions of construction validity and performance hereunder shall be governed by Curaçao Law in the Dutch language and both Parties hereby submit to the exclusive jurisdiction of the Curaçao Courts in Curaçao.

- A. Services provided by Conet may only be used in accordance with this Agreement, and abide by the terms of this Services Agreement, the eGaming Licensing Agreement, the Compliance Services Agreement, the Service Level Agreement (the "SLA"), the General Policies, Conditions, and the Acceptable Use Policy found at www.conet.net/esupport/ which such agreements and policies are incorporated herein by reference.
- B. Client is responsible for the compliance of its end users with the terms the AUP and all applicable laws and regulations. Breaches and/or violations include, but are not limited to, unauthorized use of a copyright, trade secret or other proprietary information, use of threatening or obscene material, use of or making available for public viewing or download of illegal content including child pornography, terrorist or phishing sites, or use of material deemed by Conet, in its sole discretion, to be inappropriate, including unsolicited commercial e-mail messages.
- B. Conet may suspend or block access to one or more Services (a "Service Suspension") without notice to Client for any of the following reasons: (a) violation of a law, regulation, court order, valid governmental request or order requiring immediate action by Client or an end user of Client; (b) to prevent interference with, damage to, or degradation of Conet's network; or (c) a violation of the AUP; (d) default of payment, account past due; (e) failure to meet IP compliance requirements. Client shall not be relieved of its payment obligations under this Agreement during a Service Suspension. Conet shall restore service upon remediation of the cause of suspension.
- C. Conet reserves the right to immediately terminate this Agreement in the event Client breaches this Agreement, any other agreement with Conet, the UAP or any applicable law or regulation.

ARTICLE 38. LANGUAGE.

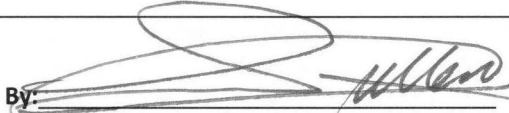
38.1 All notices given under this Agreement shall be in English and if there is any discrepancy between any document and any pre-existing applicable Dutch version of the same, the Dutch version shall be the definitive and authoritative one.

ARTICLE 39. ENTIRE AGREEMENT CLAUSE

39.1 This Agreement contains the entire agreement of the parties hereto. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original for all purposes hereof.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed in Curaçao, by their duly authorized representatives as of the day and year written.

For and on behalf of:

 By: _____ Name: Mrs. Angelique Snel-Guttenberg Company: Curacao eGaming & Conet eCommerce Services Title: Managing Director Date: October 1, 2018	 By: _____ Name: Ivan Vasilev Apostolov Company: Thorner B.V. Title: Managing Director Date: October 1, 2018
---	--

SCHEDULE A

Please Note: For each intended service to be in compliance while operating under a Curacao issued license, SP must have on file an up to date list of IP's services, domains and URL's operating under your Curacao issued license. eGaming licensing is valid and authorized only for the IP's specific registered products, services, domains and URL's for which IP licensing compliance services are registered and operating in compliance.

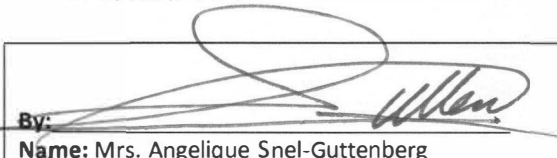
SP's IP compliance engineers conduct compliance audits on an ongoing basis. To avoid possible unnecessary penalties and suspension of services for non-registered services or services operating out of compliance, it is IP's responsibility to provide SP with an up to date list of all services, domains and URL's operating under your Curacao issued license.

Please review our policies and licensing services guide or contact compliance@curacao-egaming.com for an up to date copy.

Licensing services rendered for the following URL's applications and/or services: Please populate these fields with all data.

SERVICE(s) / SUPPLIER(S)	URL(s)	DATE REGISTERED
Online sportsbetting, casino, poker, games	www.tempobet.com	October 1, 2018

For and on behalf of:

 By: Name: Mrs. Angelique Snel-Guttenberg Company: Curacao eGaming & Conet eCommerce Services Title: Managing Director Date: October 1, 2018	 By: Name: Ivan Vasilev Apostolov Company: Thornier B.V. Title: Managing Director Date: October 1, 2018
---	---