

LICENCE AGREEMENT

BOOMING GAMES LIMITED LICENCE AGREEMENT

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LICENCE AGREEMENT

An agreement (“Agreement”) made on this date the 17th of December 2021 (Effective Date”) between

BOOMING GAMES LIMITED, a limited liability company formed and registered in the Isle of Man, with registration number CRN 013949V and having its registered office at Clinch’s House, Lord Street, Douglas IM19RRZ (“**Licensor**”)

AND

Uno Digital Media B.V., a company registered and incorporated under the laws of Curacao, with company registration number 157147 and having its registered address at 24 Johan van Walbeeckplein, Willemstad, Curacao (hereinafter referred to as the “**Licensee**”);

(individually a “**Party**” and together “**Parties**”)

WHEREAS

- A** Licensor is the licensee of a number of certain games software for deployment and use in web-based and mobile applications (“**Licensor Games**”, as further defined below);
- B** Licensee is a licensed operator of certain URLs operating under a Operating License issued by and regulated by the Laws of Curacao, as set out in Schedule 1;
- C** Licensor has integrated the Licensor Games with its own proprietary gaming platforms and is willing to allow for further distribution to pre-approved third parties in accordance with and subject to the terms of this Agreement, only upon the Licensee duly obtaining a license as per Clause D below.
- D** This Agreement shall come into effect on the condition that the Licensee duly obtains a Gaming License to carry out its operations. Upon the Licensee’s failure to obtain such license, this Agreement shall be ineffective and void.

NOW IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following words shall be interpreted as shown below:

Agreement means this written document and the appendices, schedules and exhibits attached hereto showing all the terms agreed between the Parties which form an integral part of it and which may be amended from time to time in accordance with its terms;

Business Day means a day from Monday to Friday and excluding any public or national holidays in the Isle of Man.

Confidential Data shall have the meaning as set out in Clause 10.2

End-User means a person who wagers on the Licensor Games;

Game Engine means Licensor's gaming system as revised by it or on its behalf from time to time for use in conjunction with the Licensor Games and in order to enable them for use and access by End Users whether through web-based, mobile or smartphone channels as appropriate;

Gaming Data has the meaning set out in Clause 9;

Gaming Licence means a licence, authorisation or permission lawfully issued by or under the authority of a competent authority within a relevant Jurisdiction, permitting the operation of the relevant gaming or gaming-related activity including without limitation any Gaming Site, details of which are set out in Schedule 1;

Gaming Site means the internet or mobile based gaming website, operated by the Licensee. All Gaming Sites and approved URLs are set out at Schedule 1 to this Agreement and changes are subject to prior notification and approval by the Licensor;

Gaming Tax means a tax which is payable to any government authority within the Territory as a direct result of the use and enjoyment of the Licensor Game(s), whether levied on a turnover or net basis, (excluding Value Added Taxes) and for which the Licensee is able to provide evidence of payment to the Licensor on request.

Go-Live Date in relation to any Licensor Games means the first date upon which such Licensor Games is made available by the Licensee to End-Users for real-money Wagers;

Good Industry Practices mean using the standards, practices, methods and procedures and exercising the degree of skill, care, diligence, prudence and foresight that would be expected to be observed from a skilled and experienced person or body engaged within the gaming industry under the same or similar circumstances as those contemplated by this Agreement

Initial Term means a period commencing on the Effective Date, as set out in Schedule 1 and subject to termination in accordance with Clause 4;

Intellectual Property Right means any right that is or may be granted or recognised under any common law or civil law principle or any legislation of any description (national or supra-national) regarding inventions, patents, copyrights, neighbouring rights, moral rights, design rights, database rights, trademarks, trade names, service marks, industrial designs, celebrity and personality rights, trade secrets, know-how and other intellectual and industrial property (whether registered or unregistered) and all rights to make applications for any of them anywhere in the world in each such case as may be amended from time to time;

Jurisdiction means the country or state in which the Licensee holds a Gaming Licence during the Term;

Licence Fees means all fees and charges payable in respect of any Gaming Licence issued by the relevant authority in the Jurisdiction;

Licensed Rights means the rights granted to the Licensee under Clause 2.1;

Licensee Revenue shall have the meaning set out in Schedule 1;

Licensee IP means all Intellectual Property Rights in the Payment System, the names and trade names, corporate logos and get up, and any other symbols, marks or domain names, or software and Game Engines other than the Licensor's Games or Licensor's Game Engine, interface, data or other property is used in connection with the operation of the Gaming Sites of the Licensee including without limitation, those listed in Schedule 1 hereto;

Licensor Games means the games software which is owned or licensed by the Licensor for integration with the Game Engine, and which are supplied by Licensor from time to time to the Licensee,

Licensor IP means all Intellectual Property Rights in the Game Engine, the Licensor Games, Licensor Trademarks and any other intellectual property asset of including without limitation any software, object or source code, integrated circuit topography, know-how or other intellectual property asset of any description and underlying any of the same or used in connection with any of the same and excluding only the Licensee IP;

Licensor Revenue shall be the proportion of Revenue payable to the Licensor, as set out in Schedule 1;

Licensor Standard Languages shall mean the currently available languages in which the Licensor Games are provided by the Licensor, at its sole discretion.

Licensor Trademarks means the trademarks, trade names, service marks, logos and designs used by Licensor in connection with the Game Engine or the Licensor Games;

Marketing means promotion, advertising, commissions and retainers, player incentivisation or bonus programs, and any other activity designed or intended to create or to increase End-User play or otherwise generate revenue for any Gaming Site or Licensor Games;

Month means a calendar month during the Term of this Agreement and for the first and last months of the Term, the relevant shorter period;

Payment System means payments and receipts or other cash settlement system (whether electronic or otherwise) used by or on behalf of the Licensee to enable payments of funds to be made to or by End-Users;

Renewal Term means ongoing periods after completion of the Initial Term as specified in Schedule 1;

Restricted Jurisdiction means a jurisdiction listed in Schedule 4 (as may be amended from time to time by Licensor in its discretion upon notification to the Licensee) and any other jurisdiction from time to time pursuant to the laws of which the promotion, marketing or offering in any form of any online gambling is prohibited or otherwise unlawful;

Revenue in relation to any Month has the meaning set out in Schedule 1;

Taxes means any taxes or fees required by law in any taxing jurisdiction to be paid to the government or appropriate collection or licensing agencies in such taxing jurisdiction, including any Gaming Taxes;

Territory shall have the meaning as set out in Schedule 1;

Term means the Initial Term and any Renewal Term(s) taken together, as more particularly provided in Clause 4;

- 1.2 The headings in this Agreement do not affect its interpretation.
- 1.3 The Schedules to this Agreement form part of it.
- 1.4 In the event of any conflict or inconsistency between the provisions contained in the main body of this Agreement and the provisions contained in its Schedules, the provisions of the main body of this Agreement shall prevail.

Unless otherwise expressly stated, all references to amounts in this Agreement are in the currency stated in Schedule 1.

2. GRANT OF RIGHTS

- 2.1 Subject to the terms and conditions of this Agreement, including payment of the Licensor Revenue when due throughout the Term, Licensor hereby grants to the Licensee, only within the Territory, a personal, limited, non-exclusive, non-assignable, non-transferable, licence to:
 - (a) access the Game Engine and the Licensor Games;
 - (b) allow access by End-Users to the Game Engine and the Licensor Games by way of the Licensee's Gaming Site(s) in order to deliver the Licensor Games to such End-Users for gaming purposes;
 - (c) carry out Marketing in relation to the Licensor Games;
 - (d) use the Licensor IP in connection with Marketing of the Licensor Games; and
 - (e) integrate the Game Engine in to, or have the Game Engine linked to, its approved Gaming Sites in order to facilitate the above.

(together the "Licensed Rights").
- 2.2 No rights are granted to the Licensee except as expressly set out in this Agreement and Licensor expressly reserves and retains any and all rights that are expressly excluded from or not expressly granted to the Licensee pursuant to this Agreement.
- 2.3 The Licensee shall be entitled to use the Licensed Rights in connection with arrangements with the Approved URLs set out in Schedule 1.
- 2.4 The Licensee must notify the Licensor in advance in writing in the event that Licensee wishes to supply any Licensor Games to a third party, or to any group company including any white label partner, and deliver any due diligence documents, including any gaming licenses, proposed commercial terms and any other relevant details as may be required by Licensor from time to time in order to approve such commercial supply of the Licensor Games. For the avoidance of doubt, in such case, the Licensor shall expressly agree in writing and shall be under no obligation to agree any proposed terms, or any partner/white label.
- 2.5 The grant of the Licensed Rights to the Licensee under Clause 2.1 above and the entitlement of the Licensee to use the Licensed Rights in connection with arrangements with one or more third parties as set out in Clause 2.3 above operating the Approved URLs are in each case conditional so far as concerns each Licensor Game which the Licensee wishes to launch from time to time, the appropriate approval from any regulatory body in any jurisdiction in which the Licensor hosts such Licensor Game if required by applicable law.

3. LICENSOR SERVICES

3.1 Licensor shall:

- (a) provide and manage the Licensor IP;
- (b) host and operate the Game Engine and the Licensor Games;
- (c) make available to End-Users the Licensor Games on the Game Engine for the purposes of this Agreement;
- (d) provide technical support for the Game Engine and the Licensor Games in accordance with agreed Service Level Agreements and Second Line Support as may be agreed between the parties from time to time;
- (e) take reasonable measures to reinstate the Game Engine and/or the Licensor Games if the availability of same is temporarily disrupted for reasons under Licensor's control;
- (f) co-operate with the Licensee or competent law enforcement or regulatory agencies, as the case may be, in investigating and responding to any notified or observed incident of unauthorised or suspected unauthorised access, use or fraud in relation to the Game Engine and/or the Licensor Games.

(collectively, the “**Services**”).

4. TERM

- 4.1 This Agreement will continue in force for a minimum period of the Initial Term.
- 4.2 In the event that no termination notice is provided in accordance with Clause 4.3, the Agreement shall be renewed for further Renewal Term (the Initial Term together with any extension thereto shall be referred to as ‘the **Term**’).
- 4.3 After the expiry of the Initial Term, either Party may terminate this Agreement at any time on not less than ninety (90) days’ written notice to the other Party.
- 4.4 The Term is subject to earlier termination in accordance with Section 11.

5. LICENSOR GAMES AND GAMING LICENCES

- 5.1 The Parties agree that the Licensee may, acting reasonably, restrict the availability of the Gaming Sites to End-Users in certain jurisdictions that fall outside of the Restricted Jurisdictions, with notice to Licensor. The Licensee expressly understands and acknowledges that, notwithstanding the foregoing, it shall remain fully liable and responsible for complying with all applicable laws, including only supplying the Licensor Games in territories where it is not illegal to do so.
- 5.2 The Licensee shall ensure that from the Go-Live Date of any Licensor Games, such Licensor Games shall remain available to End-Users for the duration of the Term by Licensee unless the Licensor Games is/are substituted, or withdrawn as contemplated by this Agreement, or unless otherwise agreed between the Parties in writing; provided that, where the Licensee reasonably believes that a Licensor Game is malfunctioning or regulatory issues exist, the Licensee shall make available on the Gaming Sites any new or replacement Licensor Games as these become available from the Licensor. For the avoidance of doubt, Licensee shall not be obliged to offer, or to continue to offer, any

- Licensor Games which are defective, or which Licensor has all reasons to believe that they will become defective, or which do not comply with applicable laws.
- 5.3 When Licensor releases any new Licensor Games, Licensor shall add it to the list of Licensor Games set out in Schedule 3 and it shall be subject to the terms of this Agreement.
 - 5.4 The Licensor may at any time, upon service of prior written notice to the Licensee, withdraw any Licensor Games, in its sole discretion. Except in case of emergency, Licensor shall give to the Licensee fourteen (14) days notice of such withdrawal. The Licensee shall remove such Licensor Games from all applicable Gaming Sites.
 - 5.5 Upon the expiration or termination for any reason of Licensor's rights in relation to any Licensor Games, the Licensed Rights in relation to the Licensor Games shall forthwith cease. Licensor shall notify the Licensee of termination and the Licensee shall immediately remove such Licensor Games from all applicable Gaming Sites.
 - 5.6 Each Licensor Games shall be available in the Licensor Standard Languages and currencies. The Parties agree that languages may, from time to time, for applicable law, government or regulatory reasons, be withdrawn by Licensor on prior written notice to Licensee. The Licensee may request that Licensor develop and make available other Licensor Games(s) subsequently licensed to Licensee under the terms of this Agreement in one or more additional languages subject to: (i) agreement of the Parties regarding the costs associated with such translations and additional currencies which shall be borne by the Licensee should it agree to such associated costs; and (ii) the translated games having the same functionality as the Licensor Games in Licensor Standard Languages, unless otherwise agreed in advance in writing by the Parties.
 - 5.7 The Game Engine and Licensor Games shall be integrated in to the Licensee Gaming Site in accordance with the relevant provisions of Schedule 1.
 - 5.8 Licensor may modify any content, functionality or other aspect of the Game Engine and/or Licensor Games and/or the software underlying the same without the prior written approval of the Licensee, provided that any such modification will not have a negative impact or cause unreasonable disruption to the Licensor Games and/or the operation of the Game Engine. Having regard to the circumstances surrounding the modification (and emergencies excepted), Licensor shall use reasonable commercial efforts to give no less than forty-eight (48) hours written notice prior to the effective date of any modification.
 - 5.9 During the Term and for twelve (12) months thereafter, Licensor may require an audit of the Licensee's systems relating to the operation of the Licensor Games and those of any third party holding relevant information limitedly as is necessary to ensure compliance by the Licensee with the terms and conditions of this Agreement, but no more than once every twelve (12) months in the absence of good reason. Any audit or inspection will be conducted during regular business hours (and upon at least a written notice sent two (2) weeks in advance) by a certified public accounting firm or law firm selected by Licensor and accepted by the Licensee. Such certified public accounting firm or law firm shall comply with any confidentiality obligations in respect thereto. If an audit reveals any underpayment of any amounts due to Licensor, the Licensee will pay the difference within fourteen (14) days upon receipt of an undisputed invoice. If an audit reveals (i) an undisputed underpayment that exceeds five (5) percent of the Licensor Revenue for any twelve (12) month period and/or (ii) any undisputed material non-compliance with this Agreement, the Licensee will pay the reasonable costs of the

audit. Additionally, the Licensee will remedy any such undisputed non-compliance within fourteen (14) days of receipt of notice from Licensor.

- 5.10 If Licensor, in its sole discretion, determines that any act or omission of the Licensee may be in contravention of the laws of any competent jurisdiction or may damage the reputation of Licensor, Licensor may require that such act or omission be remedied by the Licensee within ten (10) days of written notice from Licensor.
- 5.11 The Licensee shall use all reasonable endeavours to ensure that its Gaming Site(s) do not include any content or other items (including links to other websites or sources) such that they: (i) promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age; (ii) promote violence or activities prohibited by any applicable laws; (iii) contain content that is obscene, sexually explicit or pornographic, or is intended to harass or annoy, or violates any applicable laws; (iv) contain peer-to-peer file sharing networks, bulletin boards, forums or similar online environments on which unauthorised copyright material is made available for distribution.
- 5.12 The Licensor shall be responsible for hosting the Licensor Games, however the Licensee shall ensure that the Gaming Sites are not hosted on servers located in a Restricted Jurisdiction and that the Licensor Games are not accessible by End-Users in a Restricted Jurisdiction.
- 5.13 The Licensee shall, where requested by the Licensor, provide Licensor with access to all URLs to the Gaming Sites as is necessary for Licensor to access all Internet locations of Licensee's Gaming Sites on which the Game Engine is hosted or Licensor Games and/or any Licensor IP are displayed, distributed, provided and/or offered, advertised or promoted, for the purpose of inspection and monitoring such display, distribution, advertisement, promotion and presentation for purposes of quality control of the Licensor Games only. The Licensee shall reasonably endeavour that, so far as any means of electronic access is under its control or that of its agents or third party contractors, such means of electronic access is in operation at all times. The Licensee shall immediately remedy any features that are notified to it by Licensor as being inconsistent with the terms of this Agreement if undisputed.
- 5.14 The Licensee shall not (i) accept Wagers from any End-User who is not at least eighteen (18) years of age (or such other minimum age as required to legally place bets or wagers in the jurisdiction in which the End-User is located) nor (ii) accept wagers from any End-User located in a Restricted Jurisdiction.
- 5.15 The Licensee shall use an appropriate filtering process which identifies by using at least two (2) factors the location of an End-User when participating in any Licensor Games and any such filtering process shall be kept up to date and enhanced so as to comply with current good practice from time to time.
- 5.16 The list of those Restricted Jurisdictions which are set out in Schedule 4 may be modified by Licensor upon prior written notice to the Licensee. In such circumstances, the Parties agree to discuss (acting reasonably and in good faith) options in relation to any newly added Restricted Jurisdiction and any affected Licensor Games in order to resolve the relevant issue within twenty eight (28) days. If the Parties are unable to resolve it (including the possibility of substituting an existing Licensor Games for a different game), Licensor shall be entitled at its sole discretion to require the Licensee to cease offering the applicable Licensor Games and the Licensee shall immediately comply.

- 5.17 In relation to all documentation and all marketing materials to be utilised in connection with Marketing of any Licensor Games containing Licensor Trademarks, Licensee shall be responsible for ensuring compliance with the applicable terms of this Agreement and shall use any images logos brands or other Licensor IP from a pre-approved library of such material made available by Licensor. The Licensee shall submit to Licensor any such documentation and marketing material and plans for approval by it , which approval shall not be unreasonably withheld by Licensor. . All costs of any such approval process shall be paid by Licensee provided that such costs shall be previously agreed with the Licensee before they are incurred by the Licensee.
- 5.18 Before making available to End-Users any Licensor Game designated from time to time by Licensor, the Licensee shall ensure that no games are launched until all game codes and assets are received from the Licensor. The Licensor shall ensure that it has obtained all required approvals and consents are sought and obtained prior to providing the Licensee with the game assets and code, in order for the Licensor Games to be developed or made available by the Licensee.
- 5.19 The Licensee shall be the party responsible to ensure that all appropriate due diligence and background checks on its own business partners are properly checked out, as well as to ensure that the license arrangements for any Gaming Sites have been approved and are operated in accordance with Applicable Laws.
- 5.20 The Licensee acknowledges it is not required to make available, nor should it make available any of the Licensor Games unless and until the Licensee holds all Gaming Licences and other governmental permissions and approvals from the relevant Jurisdiction as may be necessary in order to operate its Gaming Sites. The Licensee will maintain such approvals and permits throughout the term of this Agreement and obtain any government approvals and permits that subsequently become required during the term of this Agreement or any extensions thereof. Each party shall be solely liable and responsible for any failure to obtain any of the necessary licences, permits or approvals and that in the event that any of the required licences, permits or approvals are not obtained or granted or are withdrawn or surrendered for any reason whatsoever, the party so affected shall not claim back from the other party any payments it may have made under this Agreement and neither shall it be entitled to refuse to pay any amounts due by it to the other under this agreement if such amounts would have fallen due before or on the date of refusal, withdrawal or surrender of such licences, permits or approvals. In such case, Licensor shall be entitled to terminate the Agreement in accordance with Section 11.1 of this Agreement.
- 5.21 For purposes of this Agreement and notwithstanding anything else contained herein, the Licensee and Licensor agree to promptly furnish to the other party all relevant records, information, identification and supporting documentation as may be required by the other party in order to comply with anti-money laundering, anti-terrorist financing, online gaming, proceeds of crime and/or anti-terrorism legislation and regulations to which the other Party may be subject in the jurisdictions in which it operates.
- 5.22 If the Licensee is operating the Licensor Games under a gaming license issued by the relevant licensing authority, it shall be a condition of operation that the Licensor shall be entitled to immediately terminate or disable the licensed software upon receipt of a written request to do so from the relevant licensing authorities (which request the Licensor agrees to forthwith furnish to the Licensee) and the Licensee hereby acknowledges same and agrees that the Licensor shall be held harmless by the Licensee for any loss, cost or damage resulting from such termination or disabling of the licensed

software. The licensed software will remain disabled or terminated until such time as the written approval of the licensing authorities to resume operation of the licensed software has been received by the Licensor and both parties shall use their best endeavours to remedy the situation so as to enable the Licensee to resume its operations as soon as possible.

- 5.23 Licensee acknowledges that Licensor is bound by law to give to any competent Authority and to its lawful representatives, when requested, unlimited access to:
- (a) the servers and database systems and all ancillary equipment and systems;
 - (b) all equipment related to the gateways to the internet;
 - (c) any other related information, document or records held

Provided also that any such inspection or access shall take place in the presence of the Licensee's authorized personnel, who bind themselves to be available for the above-mentioned inspection within forty-five (45) minutes from the time that the competent Authority requests access in terms of this clause.

Provided also that the provisions of this clause shall be without prejudice to any of the powers of the Malta Gaming Authority Gaming Act 2018 or any other such laws applicable to the competent Authority requesting the unlimited access, and any breach shall constitute an offense under the above-mentioned Act.

- 5.24 Without prejudice to any other rights or remedies of Licensor, if the Licensee fails to comply with any of the obligations in this Clause 5, Licensor may suspend all or any of the Licensed Rights, and any access to the Licensor Games until such non-compliance is remedied. In such circumstances Licensor may require the Licensee to promptly cease all or part of the use of the Licensor Games and to take them down accordingly from all relevant Gaming Sites.

6. PAYMENTS

- 6.1 The Licensee shall provide and operate an appropriate and satisfactory Payments System. All revenues payable to or from End-Users, as well as their acceptance and assessment of the suitability or otherwise shall be the sole responsibility of the Licensee and nothing shall make Licensor responsible for any assessments or payments to any End User whatsoever. As between Licensor and the Licensee, the Licensee shall be in possession of the Licensor Revenue which shall be held on trust for the benefit of the Licensor as required by this Agreement.
- 6.2 The Licensee shall make payments of Licensor Revenue as calculated in accordance with Schedule 1 when due.
- 6.3 The Licensor shall calculate the aggregate Revenue realized by the Licensee for each Month during the Term on a monthly basis and Licensee shall pay the Licensor Revenue monthly. For this purpose, any Revenue which is obtained in any currency other than the currency stated in Schedule 1 shall be converted into the stated currency each day (calculated from 12am UTC to 11:59:59.999pm UTC) at the rate published by (i) the European Central Bank or which (ii) otherwise which shall be communicated by the Licensor on demand and managed in an open and transparent manner. All payments for a given Month shall be due (and the associated electronic transfer of funds shall be received and effective for credit) on or before fourteen (14) days from the date of the invoice.

- 6.4 Without limiting Licensor's rights and remedies hereunder, if any undisputed payment is not made when due hereunder, interest shall accrue on the amount owed as of the due date at an interest rate of 8% per annum or the highest rate permitted by applicable law.
- 6.5 Each party may request to the other party to carry out a reconciliation of the amounts paid to or retained by each Party to verify compliance with this Section 6. In such case, each party commits to provide the other party with the data collected relating to said amounts (which are not Personal Data). If there is a dispute in relation to the calculation of Licensor Revenue, the game play data collected and stored in the backend database component of the Licensor's software (the 'Game Play Data') shall be used to conclusively determine all wagers, card purchases and winnings, unless otherwise agreed to in writing by the Licensor. If the reconciliation reveals any discrepancy, the Party that received payment in excess of its entitled share of Revenue shall immediately pay the excess amount to the other Party.
- 6.6 All amounts payable under this Agreement shall be exclusive of any Taxes, including without limitation Value Added Tax or sales taxes of any description (if any), and/or any gaming tax. Any Value Added Tax properly chargeable on any payment under this Agreement shall be added to the amount payable and paid according to applicable laws or regulations at the same time as the payment to which it relates.
- 6.7 The Licensor shall not be responsible or liable for Gaming Taxes in connection with its operation of the Licensor Games for the Licensee and the Gaming Sites unless otherwise specifically agreed by the Parties in writing.
- 6.8 Without prejudice to any other rights or remedies of Licensor, including the charging of interest in accordance with Clause 6.4 if the payee on behalf of the Licensee fails to make due and prompt payment in accordance with the provisions of this Clause 6 and Schedule 1, the Licensor may immediately and at its sole discretion, suspend access to the Licensor Games, or terminate this Agreement.

7. REPRESENTATIONS AND WARRANTIES

7.1 Licensor represents, warrants and covenants that:

- (a) it will ensure that the Game Engine and Licensor Games will at all times satisfy the applicable regulatory requirements in the Jurisdiction in which the Licensee is licensed at the date hereof with respect to gaming Game Engine and facilities and subject to Licensee altering its licensed jurisdiction in accordance with Schedule 1 hereto, any alternative jurisdiction in which the Licensee may be licensed;
- (b) neither its performance of this Agreement nor the use of the Licensor IP or Gaming Data will infringe the rights of any third party;
- (c) it is duly incorporated and existing under the laws of its jurisdiction of incorporation and duly authorised to enter into and perform this Agreement;
- (d) it will at all times comply with all relevant laws in any jurisdiction applying to its performance of this Agreement;
- (e) neither the execution of this Agreement, nor the performance of its obligations hereunder, shall cause it to breach any of its obligations under agreements with third parties;
- (f) it will use reasonable skill and care in performing its obligations in this Agreement;

- (g) it shall pay all government fees, fees with respect to obtaining and maintaining its gaming licenses in any jurisdiction, Taxes incurred by the Licensor in relation or applicable to it in its capacity as an Licensor Games and Game Engine supplier;
- (h) it shall take all reasonable measures to ensure, in accordance with best industry practice, that the Game Engine and Licensor Games are delivered free from viruses, software bugs, time bombs or similar malware or errors; and
- (i) there are no claims or proceedings, existing or pending, with regard to the Game Engine or Licensor Games, that might affect the ability of the Licensor to meet and carry out its obligations under this Agreement.

7.2 The Licensee hereby represents, warrants and covenants that:

- (a) it will, in all respects, be responsible for its use of the content of all its Gaming Sites and any content aspects or areas forming part of or used in connection with the Licensor Games which require or consist of material supplied by any party other than Licensor and its suppliers and licensors;
- (b) the use by Licensor of any Licensee IP in accordance with this Agreement will not infringe the Intellectual Property Rights of any third party;
- (c) it shall not knowingly conduct its business in a manner that reflects unfavourably on the good name, goodwill and reputation of Licensor, the Licensor IP and/or the Licensor Games;
- (d) it shall not (i) make any false or misleading statement or representation with regard to Licensor and/or its Affiliates, the Licensor IP or the Licensor Games (ii) commit any act or become involved in a situation which, in the reasonable opinion of the Licensor bring the Licensee or the Licensor into public disrepute, contempt, scandal or ridicule, offends public opinion or the sensibilities of any substantial class or group, or reflects in any manner unfavourably upon the reputation of the Licensor.
- (e) it shall pay all government fees, fees for obtaining or maintaining its licenses in any jurisdiction, Taxes and gaming duties incurred by the Licensee in relation or applicable to it under applicable laws in relation to the receipt of the Licensor Games from the Licensor and its operation of the Gaming Sites;
- (f) it shall take all reasonable measures to ensure, in accordance with best industry practice, that its systems are with respect to the integration and offer of Licensor Games to End Users are delivered free from viruses, software bugs, time bombs or similar malware or errors;
- (g) it is duly incorporated and existing under the laws of its incorporation and is duly authorised to enter into and perform this Agreement;
- (h) it shall comply with all relevant laws in the jurisdiction of its incorporation and in its Jurisdiction and any other jurisdiction applying to its performance of this Agreement;
- (i) neither the execution of this Agreement nor the performance of its obligations hereunder, shall cause it to breach any of its obligations under agreements with third parties;
- (j) it shall use reasonable skill and care in performing its obligations under this Agreement;
- (k) it is the holder of, and will during the Term continue to hold, a valid gaming

licence issued in its Jurisdiction to operate its Gaming Site(s), it shall provide to Licensors a certified copy of such Gaming Licence upon request and it shall comply at all times with the terms and condition contained therein and forthwith notify Licensors of it becoming aware of any material breach thereof or any termination or threatened termination of same;

- (l) it shall ensure that all End-Users agree to End-User terms and conditions which restrict the use of intellectual property related to the Licensors IP in accordance with the terms of this Agreement and permit the use of any End-User data as required pursuant to this Agreement;
- (m) except as expressly provided in this Agreement, it shall not sell, sub-license, distribute, transfer, assign or otherwise dispose of or publish, disclose, display or otherwise make available to any third party, any portion of the Licensors IP, the Game Engine or the Licensors Games.

8. INTELLECTUAL PROPERTY

8.1 The Licensors grants to the Licensee the non-exclusive, non-transferable limited use of Licensors IP of which Licensors is the registered owner or which Licensors may obtain in the future only as they are incorporated into the Licensors Games, only for the duration of this Agreement and solely in connection with and in accordance with this Agreement and for use within the Territory. As between Licensors and the Licensee, all Intellectual Property Rights in the Licensors IP (except to the extent that it contains any of the Licensee IP) are exclusively vested, and shall remain vested, in Licensors and/or in the third party owner or licensor of the Licensors IP and no ownership or other interest of any description in the Licensors IP is created or transferred to the Licensee. In obtaining access to the Licensors IP, the Licensee is not receiving any interest in, or title to, any part thereof, including but not limited to, hardware, software, operating systems or processes, profiling techniques or any other proprietary methods embodied in the Licensors IP.

8.2 The Licensee shall not -

- (a) use any Licensors IP, whether in Marketing or otherwise, except as may be permitted from time to time by this Agreement or by Licensors expressly in writing;
- (b) alter, erase or remove in any way any trademark notices, copyright notices, logos or other legal or proprietary designations contained on or within the Game Engine or the Licensors Games or otherwise made available by Licensors;
- (c) represent, in any manner, that it has any ownership in any Licensors IP;
- (d) register or attempt to register any copyright or trademark in any Licensors IP or anything similar to such Licensors IP in its own name or that of any third party, nor shall it assist any third party in doing so;
- (e) modify, reverse-engineer, decompile or disassemble any software underlying the Game Engine or the Licensors Games or otherwise forming part of the Licensors IP.

8.3 As between Licensors and the Licensee, the Licensee IP is exclusively vested, and shall remain vested in the Licensee or its applicable licensors and no ownership or other interest in the Licensee IP is created or transferred to Licensors by this Agreement.

- 8.4 Licensee shall be required to display the “Booming Games” trademark and logos in connection with the Licensor Games, without any alteration or modifications to the brand logos or designs other than as may be expressly approved in advance by the Licensor. Licensee shall be further required to display a “Powered by Booming Games” logo at the footer of its Gaming Site.

9. GAMING DATA AND DATA PROTECTION

- 9.1 Any data or information of any description relating to End-Users or their activities on their accounts or their gaming on the Licensor Games excluding personal and private information of End-Users (“Personal Data”) is “**Gaming Data**”. As between Licensor and the Licensee any Gaming Data that may be created by the Licensee shall be owned by the Licensee and any Gaming Data that may be created by Licensor shall be owned by Licensor. Ownership for this purpose shall include ownership of all Intellectual Property Rights in such Gaming Data.
- 9.2 The Licensee grants to Licensor a non-exclusive, irrevocable, non-transferable, non-assignable limited license to use and process any of the Licensee’s Gaming Data which is in statistical or bulk form and does not contain any information specifically relating to any party hereto or any personally identifiable information relating to any End-User of the Licensor Games or the Game Engine. Such use and processing shall be solely for the purposes of performing its obligations under this Agreement and for use in aggregate form for marketing, research and game development purposes.
- 9.3 Each Party acknowledges and agrees that the Licensor shall not collect or make any use of Personal Data. The Licensee shall ensure that no Personal Data is provided to the Licensor, and shall be fully liable and responsible for any breach of End Users Player Data.
- 9.4 When processing data, each party shall ensure it complies fully with applicable laws, including without limitation, (i) the General Protection Data Regulation 2016/679 (ii) data storage and retention of data required to comply with laws applicable in their country of incorporation, or otherwise as each party may notify to the other in writing. The Parties will implement technical and organisational measures appropriate to the nature of the data being processed to prevent against accidental or unlawful destruction, loss, alteration, disclosure or access using a level of security appropriate to the risks represented by the processing and the nature of the data to be protected.

10. CONFIDENTIALITY

- 10.1 Each Party (the “Receiving Party”) shall protect the confidentiality of any Confidential Information (defined hereinafter) disclosed or furnished by any other party hereto (the “Furnishing Party”) or otherwise made available to the Receiving Party in connection with the negotiation, execution or performance of this Agreement (whether in written media or otherwise) using the same degree of care that it uses to protect its own confidential or proprietary information of a similar nature but in no event less than a reasonable degree of care. Confidential Information shall remain the property of the Furnishing Party, and the Receiving Party shall not be deemed by virtue of any access to the Confidential Information of any Furnishing Party to have acquired any right or interest in or to any such Confidential Information.

- 10.2 “Confidential Information” shall mean all knowledge information or material or whatever nature and in whatever form (whether oral or written) , any and all information relating to the Furnishing Party of any description whatsoever and in the widest sense including without limitation anything relating to its business, finances, intellectual property assets, knowhow, trade secrets, marketing, and shall also include the existence of this Agreement and any provision of this Agreement. Confidential Information shall not include any information: (i) that is already known to the Receiving Party, without restrictions on use or disclosure, at the time of its disclosure by the Furnishing Party; (ii) that is or becomes generally available to the public other than as a result of disclosure thereof by the Receiving Party; (iii) that is lawfully received by the Receiving Party, without restrictions on use or disclosure, from a third party that is not itself under any obligation of confidentiality or nondisclosure to the Furnishing Party or any other person with respect to such information; (iv) that is independently developed by or for the Receiving Party without reference or access to the Furnishing Party’s Confidential Information; or (v) that is approved in writing by the Furnishing Party for use or disclosure. Any Party relying on any of the foregoing exceptions (i) to (v) shall bear the burden of proof with respect to such reliance.
- 10.3 The Receiving Party shall use the Furnishing Party’s Confidential Information solely for the purposes of this Agreement and shall not otherwise use nor disclose or disseminate any such Confidential Information to any third party at any time, except as required by law or any competent regulatory body, or the rules of any relevant stock exchange. If the Receiving Party is compelled to disclose any Confidential Information relating to the Furnishing Party as the result of any bona fide written order from any government agency, regulatory body, court of law of competent jurisdiction or stock exchange, the Receiving Party shall endeavour to give no less than five (5) days' notice to the Furnishing Party of the disclosure to the extent it is able to do so.
- 10.4 The Receiving Party shall notify the Furnishing Party promptly of it becoming aware of any unauthorised use or disclosure of the Furnishing Party’s Confidential Information and shall cooperate with and assist the Furnishing Party in every reasonable way to stop or minimize such unauthorized use or disclosure.
- 10.5 If the Receiving Party commits a breach, or threatens to commit a breach of any of the provisions of this clause, then the Furnishing Party shall have the right to bring an action for injunctive relief or any other action at law or equity to specifically enforce the terms of this clause, it being acknowledged and agreed that any such breach, or threatened breach, could cause irreparable injury and that money damages would not provide an adequate remedy to the Furnishing Party.
- 10.6 Upon termination or expiration of this Agreement, each Receiving Party shall, at the Furnishing Party’s option, return or destroy all Confidential Information of the Furnishing Party and provide an officer’s certificate to the Furnishing Party as to such return or destruction, as applicable.

11. TERMINATION AND CONSEQUENCES OF EXPIRY OR TERMINATION

- 11.1 Each Party shall have the right, without prejudice to its other rights or remedies, to immediately terminate this Agreement by written notice to the other Party (“Defaulting Party”) if the Defaulting Party:
- (a) is in material breach of any of its obligations under this Agreement (including without limitation obligations as to payments, confidentiality or intellectual

property) and that breach is either (i) incapable of being remedied or (ii) remains unremedied by the Defaulting Party after receiving written notice of the breach requiring remedy in a period of not more than five (5) days;

- (b) becomes bankrupt or insolvent on any definition applying to the other Party under applicable law of its incorporation or is otherwise unable to pay its debts in the ordinary course of business;
- (c) is dissolved (other than by way of a re-organisation) or otherwise ceases to engage in its normal business operations and is unable thereby to fulfil all its obligations under this Agreement;
- (d) if changes to legislation, regulation or other requirements of any government or governmental authority or agency make it illegal or impractical to operate the Game Engine or the Licensors Games as contemplated by this Agreement;
- (e) if any officer, director, material shareholder or senior executive of the other party fails (in the opinion of the terminating party, as determined in good faith and acting reasonably) any probity/integrity review conducted as contemplated in this Agreement or required under applicable laws;
- (f) is found guilty of violating in the course of its performance under this Agreement, any laws, rules and regulations pertaining to gambling on the internet provided that such breach has not been caused by the terminating Party;
- (g) or any principal, officer or director of the Defaulting Party is convicted in a criminal proceeding of a crime that (i) is a breach of laws relating to gambling, or (ii) a crime of serious nature constituting a criminal offence punishable by law or an indictable offence, or (iii) involves moral turpitude (including but not limited to any form of fraud, forgery, deception or false pretences, extortion, embezzlement, tax evasion, and loan sharking), or (iv) results in the loss of professional licences or designations or loss of public office, or (v) otherwise demonstrates a lack of moral character, and the terminating Party reasonably determines, in its sole discretion, that such conviction has harmed the general goodwill or reputation of the terminating Party ; or
- (h) if a Party loses any Gaming Licence or other required government or other approval or consent or the right to operate under any of the same and is unable thereby to fulfil all its obligations under this Agreement.

11.2 Licensors shall have the right, without prejudice to its other rights or remedies, to terminate this Agreement by written notice to the Licensee –

- (a) if there are repeated or persistent attempts by any employees, agents or contractors of the Licensee to gain unauthorised access to or use of the Game Engine or the Licensors Games or to misuse or abuse it or them in any way after the Licensee has been notified in writing of any such attempt;
- (b) if the continued provision of the Licensors IP under this Agreement shall materially damage or detrimentally impact any relationship between the Licensors and any customer, licensee, licensor or supplier of Licensors ; or
- (c) if the Licensee fails to make due and prompt undisputed payments.

11.3 Termination will not affect those rights of action which have accrued prior to that termination and any obligations which expressly or by implication are intended to come into or continue in force on or after that termination. For the avoidance of doubt, no termination shall release the Licensee from its obligations to pay the Licensors which

arise due to the use of the licensed software by the Licensee prior to termination and continued use, if any, post-termination.

- 11.4 On termination of this Agreement for any reason and on expiry of the Term (unless renewed) the Licensee shall immediately cease all use of the Game Engine, the Licensors Games and any software underlying any of them, stop using all Licensors IP and shall return to Licensors or (at Licensors's option) destroy all copies of the same in its possession or control regardless of the form or medium in which those copies are contained or stored. Licensors shall return to the Licensee, copies of the Licensee data, records and materials in its possession upon the request of the Licensee.

12. INDEMNITY

Subject to the provision of Clause 13, each party shall defend, indemnify, protect, save and hold harmless the other Party and directors, officers, employees and agents, against any and all liabilities, claims, demands, suits, actions, causes of action, proceedings, judgments, awards and costs, including reasonable attorney's fees and expenses, arising out of or related to any claim, whether grounded in contract, tort, strict liability or otherwise, arising out of any performance or failure of performance (whole or partial) of this Agreement by the other Party or any breach or violation of any duty, obligation, warranty or representation made in this Agreement, or any breach of third party rights or applicable laws provided that the indemnified Party shall not have any right to be indemnified hereunder for their own recklessness, gross negligence, willful misconduct or bad faith.

13. LIABILITY AND LIMITATIONS

- 13.1 The Licensors hereby disclaims any liability for fraud whatsoever where committed by the Licensee and/or each of their End Users. The Licensee is fully responsible for ensuring it complies with Good Industry Practice to ensure damage caused to Licensors through fraud, collusion, multiple and false accounts, scams, on its platform are avoided.
- 13.2 The indemnities set out in this Agreement for any software error shall be subject to the following procedure to be procured by the Licensee: If the Licensee intends to make either (i) a single payment or (ii) a cumulative payment in any 24 hour period, to an End User which single or cumulative payment is in excess of EUR 20,000 (twenty thousand euro) ("Large Winning") the Licensee shall initiate a support matter with Licensors to determine if the Large Winning is legitimate and not caused by a software error or defect. If Licensors approves, or otherwise does not respond to this request within 48-hours, then the payout is deemed approved by Licensors. If a Large Winning is made without waiting for an approval or deemed approval, then the payout shall be the full liability of the Licensee and Licensors shall have no liability to reimburse any Large Winnings paid to any End-user whatsoever.
- 13.3 Neither Party limits its liability for gross negligence, wilful misconduct, bad faith, fraud or for death or personal injury arising from its own negligence or that of its employees, agents or sub-contractors or for misappropriation of intellectual property.

Notwithstanding anything herein contained and save and except in respect of the monetary obligations of the Parties set forth herein and breach of confidentiality, infringement of Intellectual Property Rights and/or misappropriation of intellectual

property, the liability of a Party to the other Party, shall not exceed fifty thousand Euro (€50,000) in the aggregate, or a total of the Licensor Revenue payable by the Licensee in the 12 Months prior to the date of the claim, in the aggregate whichever is the lesser.

13.4 Except as provided in this Agreement, neither Party shall be liable to the other Party for any:

- (a) indirect, special, punitive, incidental or consequential loss or damages; or
- (b) loss of business or loss of profits

however arising including as a result of negligence (not being a gross negligence), breach of contract or otherwise.

13.5 Each of the Parties acknowledges that this Agreement and in particular but without limitation the preceding provisions of this clause have been freely negotiated by the Parties and are considered by them to be reasonable having regard to the nature of the relationship between the Parties and the other provisions of this agreement.

14. GOVERNING LAW, DISPUTE AND ARBITRATION

14.1 This Agreement and all relations, disputes and other matters arising hereunder shall be governed by and construed in accordance with the laws of England without giving effect to any choice or conflict of law provision or rule that would cause the application of any laws of any jurisdiction other than that of England.

14.2 The Parties shall endeavour to resolve any dispute, claim, difference or controversy arising between the Parties out of or related to this Agreement (other than a dispute, claim, difference or controversy with respect to the commencement of an action for injunctive or other equitable relief) (a "Dispute") through discussion and consultation, employing to such end, in addition to any other channels of communication, the following procedures:

- (a) In case of a Dispute, the aggrieved Party shall notify the other Party in writing of the nature of the Dispute with as much detail as possible about the alleged breach by the other Party
- (b) All Disputes shall to the fullest extent possible be resolved by designated representative appointed by the Parties;
- (c) The Parties acknowledge that it is in their mutual interests to have the designated managers make all such decisions by mutual agreement and agree to act reasonably and in good faith in order to permit and encourage their respective designated representatives to resolve the Dispute;
- (d) If the designated representatives are not able to resolve the Dispute referred to them within ten (10) Business Days of such referral, or such other time as the Parties may agree, the matter shall be referred for resolution to the Managing Directors/Chief Executives of the respective Parties or their nominees with power to resolve the matter;
- (e) If the Managing Directors/Chief Executives or their nominees acting on authority are not able to resolve the Dispute referred to them within ten (10) business days of such referral, or such other time as the Parties may agree, the matter shall on notice from one Party to the other be referred to arbitration.

Pending resolution by any method of a Dispute (whether by way of settlement or final decision or arbitration or otherwise) each Party shall proceed diligently with the performance of its obligations hereunder in accordance with the terms of this Agreement.

- 14.3 Any Dispute which is not resolved according to the preceding provisions of this Clause 14 shall be referred to arbitration and shall be finally settled in accordance with the rules of England by one (1) arbitrator. The appointing authority and administrator shall be the London Court of International Arbitration. The place of arbitration shall be London. All arbitration proceedings, including all notices sent, filings made and testimony and documentary evidence, shall be in the English language. The award shall be binding and final.
- 14.4 If either Party commits a breach or threatens to commit a breach of any of the provisions of this Agreement, then the Party against whom such breach has been committed or threatened shall have the right to apply for injunctive or other equitable relief to restrain such breach or to specifically enforce the obligations of the breaching Party. Each Party expressly acknowledges and agrees that any breach or threatened breach of this Agreement (other than as to payment of money) may cause irreparable injury and that monetary damages may not provide an adequate remedy to the injured Party.

15. NO PARTNERSHIP

Nothing contained in this Agreement shall be deemed to create a partnership, joint venture or agency between the Parties or be deemed to authorise any Party to incur liabilities or obligations binding on the other Party.

16. FORCE MAJEURE

- 16.1 A Party shall not be liable for any failure to perform its obligations under this Agreement if that failure is beyond the reasonable control of that party including as a direct result of acts of God, nature, a federal, state or local governmental agency, war, civil disturbance, the inability or refusal of a common carrier to provide communications capabilities or of an arm's length third party provider to continue to provide service (an "Event of Force Majeure") provided that:
- (a) the affected Party could not have avoided the effect of the Event of Force Majeure by taking precautions which, having regard to all matters known to it before the occurrence of the Event of Force Majeure and all relevant factors, it ought reasonably to have taken but did not take;
 - (b) the affected Party has used reasonable commercial endeavours to mitigate the effect of the Event of Force Majeure and to carry out its obligations under this Agreement in any other way that is reasonably practicable.

The affected Party shall promptly notify the other Party of the nature and extent of the circumstances giving rise to the Event of Force Majeure.

If the Event of Force Majeure in question prevails for a continuous period in excess of two (2) months after the date on which it began, any non-affected Party may give notice to the affected Party terminating this Agreement. The notice to terminate must specify the termination date, which must be not less than 30 clear days after the date on which

the notice to terminate is given. Once a notice has been validly given, this Agreement will terminate on the termination date set out in the notice.

17.NOTICE

17.1 Any notice or other document to be served under this Agreement to another Party shall be in writing and delivered or sent by prepaid first class recorded air mail to such Party at its address set forth above, or by email, or such other address as the party may specify by written notice to the Parties of this Agreement.

If notices are sent by email, the following email addresses shall be used:

For Licensee: mbialas@duxgroup.com

For Licensors: legal@booming-games.com

17.2 Any notice, document or other communication shall be deemed to have been delivered (i) if delivered, at the time of delivery; or (ii) if posted, at 10.00 a.m., England time on the tenth Business Day after it was put into the post; or (iii) in case of email at the time it was delivered.

18.ASSIGNMENT

Neither of the Parties may assign, novate, transfer, sub-contract or otherwise dispose of any of its rights, assets or obligations created under this Agreement without the prior consent of the other Party acting reasonably and without delay.

19.WAIVER

A waiver (whether express or implied) by one of the Parties of any of the provisions of this Agreement or of any breach of or default by the other Party in performing any of those provisions shall not constitute a continuing waiver and that waiver shall not prevent the waiving Party from subsequently enforcing any of the provisions of this Agreement not waived or from acting on any subsequent or continuing breach of or default by the other Party under any of the provisions of this Agreement.

20.AMENDMENTS

Any amendment, waiver or variation of this Agreement shall not be binding on the Parties unless set out in writing, expressed to amend this Agreement and signed by or on behalf of each of the Parties.

21.SEVERABILITY

The invalidity, illegality or unenforceability of any of the provisions of this Agreement shall not affect the validity, legality and enforceability of the remaining provisions of this Agreement.

Each provision of this Agreement is to be construed as a separate provision applying and surviving even if for any reason any one or more of the other provisions is held inapplicable or unreasonable or invalid or unenforceable in any circumstances and each such provision shall be construed and remain in force accordingly.

22. ENTIRE AGREEMENT

- 22.1 This Agreement and the documents referred to in it contain the entire agreement between the Parties relating to the subject matter of this Agreement and supersede all previous agreements between the Parties relating to that subject matter. Each of the Parties acknowledges that in agreeing to enter into this Agreement it has not relied on any representation, warranty or other assurance except those set out in this Agreement.
- 22.2 All conditions, warranties, terms and undertakings express or implied statutory or otherwise in relation to the undertaking of the activities provided for in this Agreement are hereby excluded.

23. FURTHER ASSURANCE

Each Party shall (i) perform any further acts and execute and deliver any further documents which may be reasonably necessary to carry out the provisions of this Agreement and (ii) at all times act in good faith so as to preserve for the other Party the benefits intended under this Agreement.

24. COUNTERPARTS

This Agreement may be electronically signed and will be in force and effect as though an original signature were affixed. This Agreement may be signed in two or more counterparts (which may be email pdf copies), each of which shall be deemed an original, but all of which together shall constitute the same instrument.

25. THIRD PARTY RIGHTS

Nothing in this Agreement shall confer on any third party any right to enforce the provisions of this Agreement and all such rights are excluded to the fullest extent permitted.

26. NO SUBLICENSING

Licensee agrees that it shall not, in no event, sublicense its rights, assets or obligations created under this Agreement to any third party to this Agreement.

SIGNATURES

The parties confirm their authorisation and acceptance of this Agreement by their signatures below.

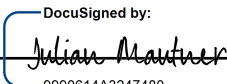
Licensor

Booming Games Limited

Name: Julian Mautner

Title: Director

Date: 3/2/2022

Signature: 
9990614A3247480...

And

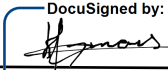
Licensee

Uno Digital Media B.V.

Name: Kurason Trust Curacao N.V. (127003)

Title: Managing Director

Date: 2/17/2022

Signature: 
BFFB053659204B9...

SCHEDULE 1: AGREEMENT TERMS

1. **Licensee:** Uno Digital Media B.V.
2. **Licensee Gaming License Number:** To be provided
3. **Licensee VAT number:** 10410983Q
4. **Licensee Finance email:** mbialas@duxgroup.com
5. **Territory:** Worldwide subject to the Restricted Jurisdictions set out in Schedule 4
6. **Initial Term:** Two (2) years commencing from the Effective Date, subject to the provisions of Clause 4.2
7. **Renewal Term:** One (1) year from expiry of the Initial Term
8. **Billing Currency:** Euros
9. **Integration** Integration will be carried out by Licensee at no costs to the Licensor.
10. **Deployment** Licensee undertakes to launch the Licensor Games as soon as reasonably practicable following completion of the integration process
11. **Approved URLs**

<i>Licensee Name</i>	<i>Approved URL</i>
Uno Digital Media B.V.	www.betonred.com

Other domain names as agreed between the parties from time to time in writing in advance of being put live.

12. Gross Gaming Revenue

or “GGR” means the aggregate of Casino Bets less Casino Winnings where:

“**Casino Bets**” means all sums wagered by End-Users on the Licensor Games in that calendar month;

“**Casino Winnings**” means all winnings by End-Users participating in any of the Licensor Games during that calendar month;

13. Licensor Revenue:

<i>GGR Generated by Licensor Games (in Euros)</i>	<i>Flat Fee %</i>
€0 and above	7.5%

14. Example

GGR:	150,000
Fee rate:	7.50%
Revenue:	11,250

15. Miscellaneous

Due and prompt payment of the Licensor Revenue is to be made according to the conditions set forth in this Agreement. GGR received shall be aggregated separately for each and every account.

Negative Revenue shall not be carried forward to any subsequent month and shall be written down to zero, and each month's Licensor Revenue shall be calculated independently.

Any deduction of any Gaming Taxes or VAT not covered by this agreement shall be agreed in writing in advance between the Parties. In the event such Gaming Tax or VAT is permitted to be deducted from the Gross Gaming Revenue, the Licensor reserves the right to revise the percentage of Licensor Net Gaming Revenue Share as described in the above table.

Similarly, Parties agree that each entry of the Licensor Games into any regulated market and costs attached to it including but not limited to certification of Games, technical compliance costs, hosting and /or any other costs, shall be agreed in advance and Licensor reserves the right to revise the percentage of Licensor Revenue Share as described in the above table.

Each monthly period will commence from the first calendar day of the month at 12am UTC. Each monthly period will close on the final calendar day of the month, unless this Agreement is terminated before according to the terms and conditions of the Agreement. Once the period has closed, the

Licensor Net Gaming Revenue for that period will be calculated. The Gross Gaming Revenue is calculated by converting the daily local currency GGR to EUR at the daily rate.

The Licensor will provide to Licensee a monthly invoice summarising the calculation of the Revenue and the Licensor Gaming Revenue for that Month. If any reports, other than to evidence Bonus Costs, are required to be provided by the Licensee to the Licensor to perform the invoice calculation, the Licensee is required to provide such reports after 10 calendar days following the end of each month. If the reports are not provided within the agreed period, the Licensor reserves the right to issue the invoice based on its own calculation.

Payment shall be effected by the Licensee no later than 14 days from the date of the invoice. Payments to the Licensor shall be processed from an account owned by the Licensee. If otherwise, a reasonable explanation and documents supporting such explanation shall be provided to the Licensor in advance of the payment.

SCHEDULE 2: LICENSEE IP

Licensee IP to be provided separately and updated from time to time.

SCHEDULE 3: LICENSOR GAMES

Full current games list to be supplied by Licensor separately and updated from time to time at its discretion.

DS


DS


SCHEDULE 4: RESTRICTED JURISDICTIONS

This list may be amended from time to time by the Licensor upon notice to the Licensee:

- ☐ Australia
- ☐ Belarus (other than with licence)
- ☐ Belgium (other than with licence)
- ☐ Bulgaria (other than with licence)
- ☐ Cayman Islands
- ☐ Czech Republic (other than with licence)
- ☐ Columbia (other than with licence)
- ☐ Croatia (other than with licence)
- ☐ Denmark (other than with licence)
- ☐ Estonia (other than with licence)
- ☐ France
- ☐ Germany (other than with licence)
- ☐ Greece (other than with licence)
- ☐ Iran
- ☐ Iraq
- ☐ Israel
- ☐ Italy (other than with licence)
- ☐ Latvia (other than with licence)
- ☐ Lithuania (other than with licence)
- ☐ Mexico
- ☐ Netherlands (other than with licence)
- ☐ North Korea
- ☐ Portugal (other than with licence)
- ☐ Romania (other than with licence)
- ☐ Saudi Arabia
- ☐ Singapore
- ☐ Slovakia (other than with licence)
- ☐ Spain (other than with licence)
- ☐ Sweden (other than with licence)
- ☐ Switzerland (other than with licence)
- ☐ United Kingdom (other than with licence)
- ☐ 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

and any other territory or jurisdiction subsequently designated by Licensor as a Restricted Jurisdiction, less any territory or jurisdiction which Licensor subsequently designates is no longer a Restricted Jurisdiction.

SCHEDULE 5: SERVICE LEVEL AGREEMENT

This Agreement represents a service level agreement ("SLA") for the provisioning of services required to support and sustain the Licensor Games and the Game Engine (the "Services") and to describe and define the service level expectations between the parties, including details of Availability and incident responses as well as other relevant details concerning the Services provided by Licensor to Licensee.

This SLA remains valid until superseded by a revised agreement mutually agreed and signed to by the Parties.

Uptime/Availability: This is offered at 99.5%

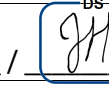
- This doesn't include Service Unavailability due to an Exclusion Event (as set out below)

1st level support: 24/7

The Licensee will determine what the priority level is, and shall notify the Licensor of its priority classification, having due regard to all reasonable circumstances and information which is available to it.

Response and Resolution Times shall be measured as from the time that a ticket is created in Jira Service Desk (whether by Licensor or by the Licensee, whichever is first).

Priority classification (determined by Booming Games acting reasonably)	Definition	Contact type	Response time from when Booming Games detects or is notified of incident	Resolution time



P1	No gameplay is possible on ANY of Booming Games' games (complete service outage).	email: JIRA Service Desk	1 hour (24/7) Status update every 30 minutes	4 hours Full Incident report will be provided within next working day - for every incident lasting longer than 30 minutes of downtime.
P2	Game causing problems on Operator side (losing money) • A VIP player is having problems on our games • One of our games is not available for all of the players • A new issue, blocking the gameplay was reported in our game/games and blocks gameplay for several players	JIRA Service Desk	6 hours during Business Hours Status update provided on request.	2 Working Days

P3	Operational problems • A player X did not receive his Bonus Spin. • A player Y is blocked, and can't play game A. • A player Z can't open a game. • A player won high stake and we should validate if the win is valid. • To whitelist a new endpoint for a new client.	JIRA Service Desk	24 hours Status update provided on request.	1 week
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2nd level support: 24/7 - no direct contact

Second level support is monitoring constantly the quality of our services as well as connection times to the operator's systems. Booming Games will proactively approach operators and request an investigation if any abnormal behaviour of the operator's systems is detected.

Impact	Operator technical team	Contact details
CRITICAL - potential downtime		
Abnormality that should be investigated		

Scheduled Downtime

BG/Licensors can request a maximum of 2 hours of scheduled downtime per week to facilitate updating the changes and deploying new games, limiting it to 8 hours per month.

The scheduled downtime will be reported a minimum of 48 hours in advance.

Emergency Maintenance

BG/Licensors may request an emergency downtime [2 hours prior notice in all cases where this is possible] without any notice due to imminent security threats and similar issues posing a high risk to the integrity of the general operation.

BG/Licensors will provide an incident report after every emergency incident within a working day after it happened.

Business Hours

09:00 - 17:00 hrs on a Monday to Friday in Germany (Working Days exclude public and national holidays)

Service Unavailability - Exclusions

No Service Levels and/or Credits shall apply to any failure of BG/Licensors to comply with the Service Level, or of any priority, caused, in whole or part, by any of the following exclusion events:

- i. any decreased availability or scheduled downtime due to Scheduled Maintenance and/or Emergency Maintenance;
- ii. a failure of third party equipment, hardware and/or software unless the foregoing are within the sphere of control of BG/Licensors and the issue ought to have been reasonably foreseen;
- iii. a failure in local access facilities connecting Licensee to the network;
- iv. any failure or fault in Licensee's systems due to the Licensee;
- v. any failure by Licensee to use the then current version of the Licensed Software or any improper use, misuse or unauthorised alteration by the Licensee (or any of Licensee's third parties) of the Licensed Software;
- vi. Force Majeure Events. BG/Licensors shall not be responsible for the performance of its obligations hereunder where delayed or hindered by reason of any occurrence or contingency beyond its reasonable control, including war, insurrection, sabotage, terrorism, embargo, fire, flood, accident, earthquake, strike interruption of and/or delay in transportation and/or telecommunication service and/or power supply necessary for the provision of the Licensed Software and any change in the legislation or other requirements of the government of Licensee's applicable Gambling jurisdiction (each such event, a "**Force Majeure Event**");
- vii. any act or omission of Licensee or any of Licensee's third parties (including but not limited to, Licensee's agents, contractors or vendors), including, but not limited to (i) failing to provide Licensors with the adequate access, information and cooperation required in connection with the provision of the Licensed Software; (ii) failing to take any reasonable remedial action in relation to the Licensed Software as recommended in writing by Licensors (or any of its agents, contractors or vendors), or otherwise preventing Licensors from doing so, or (iii) any act or omission which causes Licensors to be unable to meet any of the service level

- provisions (including but not limited to deliberate or willful acts or omissions which are purposed to fail Licensor from meeting its obligations under the Agreement);
- viii. fraud events (by Licensee and/or any third party engaged by Licensee);
 - ix. Licensee’s gross negligence or willful misconduct; or
 - x. Any DDOS (denial-of-service) attack.

Credits

Level of Priority	Maximum Response Time	Credits earned by Licensee for each failure to adhere to Service Levels
P1	24 elapsed hours from notification to Licensor	The average hourly Licensor Revenue for the preceding full month prior to which the outage occurred is calculated, and multiplied by the amount of hours exceeded in response or resolution times is determined and capped at 10% of the Licensor Revenue otherwise due in which the service outage occurred. (For clarification average monthly days of 30.5 per calendar month * 24 hours) For example, where the Licensor Revenue in the previous month is EUR 10,000, this amount is divided by 30.5 (average days in the month) and 24 hours = 13.66 EUR/h. This number is multiplied by the number of hours by which the maximum response or resolution times have been exceeded in the relevant month to determine the service credits.
P2	48 elapsed hours from notification to Licensor	The average hourly Licensor Revenue for the preceding full month prior to which the outage occurred is calculated, and multiplied by the amount of hours exceeded in response or resolution times is determined and capped at 10% of the Licensor Revenue otherwise due in which the service outage occurred.
P3		No credits

Subject always to the provisions of sections below, the Credits shall be offset against any future License Fees otherwise due in the relevant month.

- i. Licensor's entire liability in respect of any failure on its part to observe the Response Time or the Resolution Time (as the case may be) shall be payment of the above Credits pursuant to this Schedule.
- ii. In any event of the lapse of more than 12 hours downtime of the Licensor Software per month due to failure of Licensee's equipment or hardware or failure in the local hosting or access facilities connecting Licensee to the network, then BG/Licensor shall be entitled at any time to offset any such downtime from the amount of hours exceeding the maximum response times.

Calculation of the Uptime/Availability

The highest possible complete availability time is calculated as follows: 365 days x 24 hours = 8,760 hours per calendar year. After deduction of the above non-availability times and after completion of a startup phase, and subject to the following paragraph, Licensor will use reasonable endeavours to ensure an availability of the Licensed Software of 99.5% over each month.

The Licensor agrees and accept that in the event that the services level outlined, according to the standard of the market, herein are not met, without prejudice to any rights that the Licensee may have in terms of this Agreement and at law, the Licensee shall be entitled to a Failed Services Level discount of a maximum of ten percent (10%) of the consideration due from the Licensee to the Licensor in the relevant month in which the outage occurred.

The Licensee must request the service credit within a week of the outage occurring in order for the service level credits being offered to be valid, and such request must be made in writing.

SCHEDULE 6: SUPPORT SERVICES AND SECOND LINE SUPPORT

1. General Provisions

All Licensor Games related queries that Licensor's first line support in Schedule 6 cannot resolve shall be defined as *Support Requests*.

Support Requests include but are not limited to:

- Game functionality;
- Browser and download issues;
- Account administration;
- ADMIN tool functionality

An event that is not part of the standard operation of a service and which causes, or may cause, an interruption to or a reduction in, the quality of that service is defined as an *Incident*.

The tasks handled by Booming Games Limited Second Line Support include but are not limited to:

- Incident Handling (e.g. incident qualification, coordination and incident related communication etc.);
- Handling Support Requests sent via e-mail from Licensee.

2. Contact Requirement for Licensee

All contacts from Licensee to Second Line Support must be in English.

Licensee must have a specific email address for incoming emails from Licensor. Such address is to be provided to Licensor upon the execution of this Agreement or at the earliest convenience after the Effective Date.

Any changes of Licensee's contact details must be communicated to the designated Account Manager, as notified to Licensee, with at least two (2) weeks prior to the change.

3. Response Time

Second Line Support service hours are 24/7. The service level target for responding to Support Request emails is 80% within four (4) hours.

Support Requests are handled according to service levels and service hours set out in the SLA.

4. Incident Handling

4.1 Incident identified by the Licensee

Reports of issues with services provided by Licensor shall be forwarded to Licensor Second Line Support via the communication channels mentioned in the SLA.