



EXCHANGE WHITELABEL B2B SERVICE AGREEMENT

dated 05/02/2026

between

EIGHT CENTRAL LIMITED N.V.

and

DYNAMIK MARKETING B.V.



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This Agreement is made on 05/02/2026 and effective from 01/08/2025.

PARTIES:

- (1) **Eight Central Limited N.V.** a company incorporated in Curaçao with registration no. 142943, having its registered office at Korporaalweg 10, Curaçao, or any of its subsidiaries ("**Supplier**"); and
- (2) **DYNAMIK MARKETING B.V.** a company incorporated in Curaçao with registration number 154613 whose registered office is at Korporaalweg 10, Curaçao (the "**Client**").

The Supplier and the Client are hereinafter individually referred to as a "**Party**" and jointly referred to as the "**Parties**".

RECITALS

1. The Supplier and its Affiliates have developed technologies and are licensed to provide the Supplier Gaming Services to other parties;
2. The Client wishes to offer the Supplier Gaming Services to its Clients at the Client Website in the Territory;
3. The Supplier agrees to supply the Supplier Gaming Services to the Client subject to the terms of this Agreement.

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement, the following words and expressions shall have the following meanings:

"**Affiliate**" means a Group Company;

"**Agreement**" means this Agreement between the Supplier and the Client inclusive of all schedules, appendixes and annexures as executed between the parties in any number of counterparts;

"**Applicable Laws**" means all applicable laws, orders, Regulations, legal requirements and codes having legal effect, in each case in force at the relevant time;

"**Agency Back Office**" means the customer management platform owned and provided by the Supplier;

"**Bad Debt**" shall mean a debt that is not collectible and therefore worthless to the creditor, may it be because of the debtor going into bankruptcy, the recovery cost being higher than the debt or other reasons that make that debt unlikely to be collected after 60 days since its onset or any other amounts foregone by the venture as jointly agreed between the Parties;

"**Betfair**" means Flutter Entertainment and any of its subsidiaries or group companies;

"**Betfair Data**" means any data (including but not limited to price data) provided by Betfair via the Betfair Exchange Facility or to the Client pursuant to this Agreement;

"**Betfair Exchange Facility**" means the exchange facility operated by Betfair which permits the Supplier to place exchange bets via the Betfair API on Betfair's international exchange at www.betfair.com;

"**Business Day**" means a day (other than a Saturday or Sunday) on which banks are open for general business in the Isle of Man;

"**Change**" means any actual or proposed change to the Client Services;



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“Client Betfair Account” means the Betfair account established under the master account of the Supplier provided to the Client pursuant to this Agreement;

“Client Exchange Bets” means bets placed by the Client via the Client Accounts on the Betfair Exchange Facility;

“Client Live Launch” means the designated day when the Client Services are to become first available to a Customer for real money betting in the Territory, agreed between the Parties to be on 01/08/2025;

“Client Services” means the offer of the Games to the public in the Territory by the Client using the Supplier Gaming Services via the Client Website(s);

“Client Website” means the webpages accessible at the URL www.bfb247.com

“Commencement Date” means the date at the beginning of this Agreement;

“Commission” means the amounts charged by the Supplier to the Client and payable by the Client to the Supplier as per Clause 4 of this Agreement;

“Competent Authority” means any court of competent jurisdiction and any national or supra-national agency, inspectorate, minister, ministry, official, local authority, public or statutory person or gambling regulatory body (whether autonomous or not);

“Confidential Information” means all commercial, financial, marketing, technical or other information of a secret or confidential nature (including trade secrets, know-how and customer information) in whatever form (including written, oral, visual or electronic, or on tape or disk) relating to a Party and disclosed (whether in writing, verbally or by any other means and whether directly or indirectly) by such Party to the other Party whether before, on, or after the Commencement Date including:

(a) information about the Discloser or its Group and/or any products and/or any services provided by the Discloser and/or its Group and/or any anticipated plans, programs, projects or strategies of the Discloser and/or its Group and/or any processes, methods, business operations or activities of the Discloser and/or its Group (including details and identities of customers, employees, company personnel, contracting parties and contacts and other persons having commenced a relationship with the Discloser or its Group); and

(b) any documents provided by the Supplier to the Client in the course of discussions about the Purpose, whether or not such documents are directly related to the Purpose;

“Connected Person” means any person associated with the Client, including but not limited to, directors, employees, shareholders, consultants, partners or agents of same, or any legal entity or vehicle which they own, have any direct or indirect beneficial interest in or control whether by owning voting rights or by any agreement to do so;

“Control or Controlled” means the ability to direct the affairs of another, whether by virtue of contract, ownership of shares or otherwise. Without derogating from the generality of the foregoing, a person or entity shall be deemed in Control of another entity if they hold, directly or indirectly, more than 50% of the voting rights in such other entity or more than 50% of the share capital or ownership interest in such other entity, or have the right, directly or indirectly, to appoint more than 50% of the directors or officers of such other entity;

“Controlling Interest” means an interest which gives the shareholder or acquirer, directly or indirectly, a majority of the voting rights in a Party or which gives the acquirer the right to appoint or remove the majority of the Party’s board of directors;

“Customer” means an individual who (i) has registered as a player of the Partner’s Gaming Platform for the purpose of placing sports bets through the Service, (ii) has accepted the terms of use of the Service, and (iii) has placed a bet through the Supplier’s Service;



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“Customer Data” means any and all personal information relating to an identified Customer and all information relating to a Customer’s betting activity through the Service, whether such Customer is identified or not, but excluding Risk Management Data;

“Customer Exchange Commission” means 2% of the Customer’s net winnings on a market from the bets;

“Customer Funds” means all monies received, held, credited or paid-out to a Customer;

“Discloser” means the Party that discloses Confidential Information to the other Party;

“Exchange Net Gaming Revenue” means the Gross Gaming Revenue originating from Customers’ Transactions on the Betfair Exchange Facility net of any Customers’ losses payable to Betfair and Customer Exchange Commission as reported on the reporting portal provided by the Supplier;

“Force Majeure Event” means any circumstance not within a party’s reasonable control including, without limitation, acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; nuclear, chemical or biological contamination or sonic boom; and any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition;

“Gaming Tax” means any statutory gaming tax, charge, duty or levy imposed on a Party in respect of the gaming or betting activity under the Agreement by any Competent Authority;

“Grading Error” means any error in relation to the input of prices, odds or other related data in the Supplier Gaming Services, whether human, technical or otherwise. For the avoidance of doubt, this excludes all Risk Management decisions;

“Gross Gaming Revenues” means the sum of all Customers’ stakes, wagers and any other bets on any of the Games minus winnings paid to those Customers in respect of the Supplier Gaming Services as reported on the reporting portal provided by the Supplier;

“Group or Group Company” means in relation to any company, that company, any parent undertaking of that company from time to time and any subsidiary undertaking from time to time of that company or any such parent undertaking, and references to a "Group Company" shall be construed accordingly, including but not limited to any company or legal entity of which Ms Yan Tang and Mr Mauro Orru are directors, shareholders or controllers of (terms used in this definition shall have the meaning ascribed to them in the Companies Act 2006, as amended or re-enacted from time to time), and any company or legal entity that directors, shareholders or controllers of the Client are also directors, shareholders or controllers of;

“Initial Period” means a period commencing on the Commencement Date and ending 2 years from the Client Live Launch;

“In-play” means fixed odds betting during live events;

“Intellectual Property Rights” means trade marks, design rights, patents, trade or business names (including domain names), registered designs, copyright (including rights in computer software), rights pursuant to passing off, moral rights, database rights, format rights (whether or not any of these is or are registered and including applications for registration) know-how, trade secrets and rights of confidence and all rights and forms of protection throughout the world of a similar nature or with similar effect to any of these for the full unexpired period of any such rights and any extensions and/or renewals thereof;

“Insolvency Event” means in relation to a Party:

- (a) that Party ceasing to do business in the normal course or suspending or threatening to suspend payment of all or substantially all of its debts and in the case of a body corporate, being dissolved, removed from any relevant register of companies, ceasing



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to exist (whether or not capable of reinstatement or reconstitution) or its officers apply for it to be struck-off the relevant register of companies;

(b) that Party being unable or without reasonable prospect to be able to pay its debts when they fall due;

(c) that Party, or its officers, members or shareholders, requesting resolving, suffering, making an application for or being the subject of an application for, the appointment over that Party or all or substantially all of its business, revenue or assets of a liquidator, provisional liquidator, administrator, trustee in bankruptcy, administrative receiver, receiver or any similar equivalent or amalgam insolvency practitioner in any jurisdiction;

(d) that Party having a winding up, bankruptcy or other equivalent petition issued or analogous action taken against it in any relevant jurisdiction;

(e) any person holding security over all or substantially all of its undertaking, property, revenue or assets taking possession of all or substantially all of them or otherwise enforcing such security; or

(f) that Party, or its officers, members or shareholders taking any steps for the approval of or entering into any formal or informal composition, compromise, scheme, moratorium or other similar arrangement with its creditors or a majority of them (except in the case of a body corporate for the purposes of amalgamation or reconstruction of a solvent company).

"Know-How" means inventions, discoveries, improvements, processes, formulae, techniques, specifications, technical information, methods, tests, reports, component lists, manuals, instructions, drawings and information relating to customers and suppliers (whether written or not or in any other forms and whether confidential or not);

"Languages" means English;

"Minimum Matched Volume" means the minimum monthly betting volume of GBP 10,000,000 to be achieved by the Operator's Players on the Betfair Exchange via the Client Betfair Account;

"Minimum Operator Deposit" means the minimum sum of GBP 500,000 to be maintained by the Operator in its Client Betfair Account (or equivalent sub-account) at all times;

"Operator Mandatory Compliance Standards" means the mandatory compliance standards for Operators as set out in Schedule 3 of this Agreement, as amended by the Supplier from time to time, which standards may be audited periodically by the Supplier or by a third party on its behalf;

"Parties" means the parties to this Agreement and **"Party"** means either of them;

"Payment Fee" means the amount equal to 2.5% of each month's Commission due by the Client to the Supplier and aimed at covering any cost incurred by the Supplier to receive the Commission and any other moneys owed by the Client to the Supplier under this Agreement;

"Permitted Persons" means in relation to a Party (or any member of its Group), its officers, employees, agents, financial or professional advisors, consultants and/or funders;

"Premium Charge" means the premium charge payable to Betfair by its customers on bets placed on the Betfair Exchange Facility in accordance with the Betfair Terms and Conditions;

"Recipient" means the Party that receives Confidential Information;

"Regulations" means all applicable local or foreign, federal, state and local laws, statutes, permits, licenses, regulations, rules, requirements, ordinances, codes, decrees, judgments, standards, guidelines, injunctions, directives, or judicial or administrative orders;



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“Renewal Period” means a period of 12 months;

“Restricted Territory” means

- (a) any territory in which the Client is not permitted to operate pursuant to any Applicable Law, and
- (b) any territory or country which is the target of comprehensive Sanctions (including but not limited to Cuba, Iran, North Korea, Syria and the Luhansk, Donetsk and Crimea Regions of the Ukraine), and
- (c) all of the following territories: Australia, Belgium, Brazil, Bulgaria, Canada, China, Cyprus, Denmark, Estonia, France (and French territories), Gibraltar, Germany, Greece, Ireland, Italy, Malta, Macau, New Zealand, Poland, Portugal, Romania, the Russian Federation, Serbia, Slovakia, Spain, Sweden, Switzerland, Taiwan, the United Kingdom, the United States of America (and US territories), and
- (d) any other territory as the Supplier may notify the Client as a Restricted Territory;

“Risk Management” means the monitoring and management of risk exposure;

“Risk Management Data” means the data necessary for the conduct of Risk Management as may be requested from time to time by the Supplier;

“Sanctioned Country” means, at any time, a country or territory which is the target of comprehensive Sanctions (at the time of this Agreement, this includes Crimea, Cuba, Iran, North Korea, Sudan, South Sudan and Syria);

“Sanctioned Party” means a person that is:

- (a) listed on, or owned or controlled by a person listed on, a Sanctions List, or a person acting on behalf of such a person;
- (b) located in, resident in or organised under the laws of a country or territory that is a Sanctioned Country, or a person who is owned or controlled by, or acting on behalf of such a person;

“Sanctions” means any sanctions, embargoes, freezing provisions, prohibitions or other restrictions relating to trading, doing business, investment, exporting, financing or making assets available (or other activities similar to or connected with any of the foregoing):

- (a) imposed by law or regulation of the United Kingdom, the European Union, a Member State of the European Union, the United Nations or the United States of America; or
- (b) otherwise imposed by any law or regulation by which any party to this Agreement is bound;

“Sanctions Authority” means the respective governmental institutions and agencies of the United States, European Union, United Kingdom and the United Nations, including the U.S. Treasury Department, the U.S. Commerce Department, the U.S. State Department, the United Nations Security Council, or other relevant sanctions authority of the United States, European Union, United Kingdom or the United Nations;

“Sanctions List” means any of the lists of specifically designated nationals or designated persons or entities (or equivalent) that are issued by Sanctions Authorities;

“Set Up Fee” means the one-off payment of USD 0 owed by the Client to the Supplier at the commencement of this Agreement for the development of the functionality referred to as “hot keys” as agreed between the Parties prior to the Client Live Launch;

“Software Error” means a malfunction in the Supplier Gaming Services that causes the software to operate differently than intended (other than de minimis discrepancies and other than software-related Grading Errors), which is:



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- (a) inherent to the Supplier's Gaming Services; and
- (b) not caused by the specific Client's environment or use; and
- (c) not the result of any fault of the Client or its Affiliates;

"Supplier Data" means Betfair Data and Risk Management Data;

"Supplier Gaming Services" means the Betfair Exchange Facility, EWL System, and Betfair Data, subject to all terms and conditions of this Agreement, and the Betfair Terms and Conditions as incorporated by reference.;

"Supplier's Terms and Conditions" means the terms and conditions (including, but not limited to, the cookie and privacy policies, market rules and regulations and terms and conditions for the products) governing the use of the Supplier Gaming Services as varied and amended from time to time which are supplied to the Client by the Supplier;

"Term" means the period from the Commencement Date to the Termination Date;

"Termination Date" means the date of termination or expiry of this Agreement for any reason;

"Territory" means the territory of the world other than the Restricted Territories;

"Third Party" means any entity that is not the Partner, the Supplier or their lawful successors and permitted assignee;

"Third Party Claim" means any claim, allegation or proceeding made or initiated by a third party against a Party as a result of a breach of this Agreement by the other Party which causes loss to the third party, excluding claims or demands by Customers for winnings or other payouts resulting from Grading Errors or Software Errors or those arising as a result of any content published on the Supplier's domains (including all team names, player names, event names as further outlined in clause 5.1.3);

"Transaction" means a wager placed by any of the Customers of the Client Services;

"Transaction Date" or **"Date of Transaction"** means the day on which a transaction is settled;

"Unauthorised Activity" means illegal or fraudulent activity or any kind of financial crime including but not limited to:

- (a) match fixing;
- (b) money laundering;
- (c) terrorist financing; or
- (d) the accepting of bets from "sanctioned individuals" as determined by any Competent Authority in all jurisdictions applicable to the Client's business;

"Unauthorised Use" means any commercial use or disclosure by the Supplier of the Customer Data with the direct or indirect purpose to acquire Customers; and

1.2 In this Agreement, unless the context requires otherwise:

- (i) use of the singular includes the plural and vice versa, and use of any gender includes the other genders;
- (ii) any reference to the parties or a recital, clause, paragraph or schedule is to the parties to or the relevant recital, clause, paragraph or schedule of this Agreement; any reference in a schedule to a part or a paragraph is to a part or a paragraph of that schedule or, where relevant, to a paragraph of that part of that schedule; and any reference to this Agreement includes the schedules and recitals;



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- (iii) a reference to any specific legislation includes a reference:
 - (A) to that legislation as re-enacted, consolidated, replaced or amended from time to time (including, for the avoidance of doubt, as it may be retained within the law of England and Wales, Scotland and Northern Ireland pursuant to the European Union (Withdrawal) Act 2018 and subsequently re-enacted, consolidated, replaced or amended from time to time);
 - (B) to any previous legislation of which that legislation is a re-enactment, consolidation, replacement or amendment; and
 - (C) to any subordinate legislation made under any of the above;

and in this Clause 1.1(a)(iii) "**legislation**" includes any statute, statutory provision, subordinate legislation, treaty, treaty provision, regulation or rule (including any rule issued by a competent regulatory or governmental authority);

- (iv) any reference to an English legal term or concept, or any court, official, governmental or administrative authority or agency in England, includes in respect of any jurisdiction other than England a reference to whatever most closely approximates to it in that jurisdiction;
- (v) reference to a "**person**" shall include an individual, firm, partnership, body corporate, corporation, association, organisation, government, state, foundation and trust, in each case whether or not having separate legal personality and reference to a "**company**" shall include a corporation or other body corporate;
- (vi) reference to a "**month**" means a calendar month;
- (vii) reference to "**writing**" or "**written**" includes email.
- (b) The clause, schedule and paragraph headings are included for convenience only and shall not affect the interpretation of this Agreement.
- (c) The schedules and recitals form part of this Agreement and shall have effect as if set out in full in it.
- (d) This Agreement shall be binding on and operate for the benefit of the successors and permitted assignees of the parties and references in this Agreement to the parties shall be construed accordingly.
- (e) In this Agreement, the words "other", "including", "includes", "include", "in particular" and any similar words shall not limit the general effect of words that precede or follow them and the ejusdem generis rule shall not apply.
- (f) Unless stated otherwise, references to time are to United Kingdom time.

2. SUPPLIER OBLIGATIONS

- 2.1 The Supplier is solely responsible for delivering to the Partner the Supplier Gaming Service in the Languages starting from the Client Live Launch under the terms and conditions of the present Agreement, including Risk Management and the partial and/or non-acceptance of certain transactions on a strict B2B basis;
- 2.2 For the avoidance of doubt, non-betting related fraud and risk management, including money-laundering and anti-terrorism screening, customer age and ID verification, wallet-related



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- checks such as examining deposits, cash-outs, and charge-backs, and other KYC information checks, as may be required by any Applicable Law, will be carried out solely by the Partner;
- 2.3 In the event of any Software Error, the Supplier shall, at its discretion, promptly repair or replace the software at its expense. Without limiting the foregoing, both Parties shall undertake all reasonable efforts to contain and mitigate the impact of any Software Error which shall include, without limitation, immediately reporting any Software Error to the relevant Party in writing to any account manager or operational contact provided by each Party from time to time;
- 2.4 The Supplier shall not handle, access or be held accountable for any of the Customer Funds either on its own behalf or on behalf of the Client.
- 2.5 The Supplier may audit the Client periodically to ensure compliance with Operator Mandatory Compliance Standards and may require immediate corrective actions. Non-compliance constitutes a material breach of this Agreement.
- 2.6 The Supplier reserves the right to suspend or terminate the Client's access to the Supplier Gaming Services if:
- (a) The Client fails to maintain the Minimum Operator Deposit;
 - (b) The Client fails to meet the Minimum Matched Volume for two consecutive months;
 - (c) The Client fails to comply with AML/KYC obligations under Clause 5 or Schedule 3; or
 - (d) The Client's activities present a regulatory or reputational risk to the Supplier or Betfair.

3. CLIENT OBLIGATIONS

- 3.1 The Client will bear and hold the Supplier harmless from any risk or actual bad debt expense generated from the impossibility to collect funds from Customers or payment institutions to whom credit has been extended by the Client;
- 3.2 The Client shall pay the Set Up Fee to the Supplier on or around the Commencement Date of this Agreement;
- 3.3 The Client shall pay all fees, costs, commissions as per Clause 4 of this Agreement;
- 3.4 The Client shall remit to the Supplier any Customer losses payable to Betfair as reported in the reporting portal provided by the Supplier every Monday upon request by the Supplier.
- 3.5 The Client shall not introduce any viruses or any other vulnerability into the Supplier's systems;
- 3.6 The Client is responsible for the use of the Client Services by any of the Client's personnel, any person to whom the Client has given access to the Client Services (including Customers) and any person who gains access to the Client Services and/or Customer information as a result of the Customer's failure to use reasonable security precautions, even if such use was not authorised by the Client;
- 3.7 The Client shall not supply, nor will it promote or authorise the use or promotion of the Client Services to Customers located within any Restricted Territory and it will take all reasonable steps, including but not limited to employing address verification, payment card bin ranges, effective geo-blocking (in respect of any territory where the Client does not support geo-blocking as at the date of this Agreement) or other technology, to prevent bets or wagers being placed from, or Customers access to the Client Services from any Restricted Territory;
- 3.8 The Client shall be solely responsible for the management of Customers, and the management and maintenance of any Customer information, gathered through the Client Website through which Client Services are made available (including but not limited to Customer registration, verification, membership and relationship management, payment processing and all anti-money laundering procedures). The Client will ensure, at all times, that its provision of the Client Website fully complies with the regulatory obligations imposed on



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- the Client, regardless of the Customer's locations, (particularly, but not limited all social responsibility and anti-money laundering requirements).
- 3.9 The Client warrants that neither the Client Website nor any advertising or marketing materials (or the websites on which they appear) shall contain any content which is obscene, defamatory, infringing the Intellectual Property Rights of any third party, discriminatory on grounds of race, religion, gender, sexuality or otherwise or which depicts violence or sexual violence.
- 3.10 The Client shall not accept Transactions in currencies other than those agreed with the Supplier from time to time, at an exchange rate not different by more than 2% from that reported by www.xe.com for the relevant reporting currency of each transaction for the day on which the Transaction is struck;
- 3.11 The Client must fund the Client Betfair Account with the Minimum Operator Deposit and this will be the minimum amount held in the account at all times. The Client will be solely responsible for maintaining the Minimum Operator Deposit and the Supplier shall be under no obligation to inform the Client of any shortfalls or request payments to bring the amount to the Minimum Operator Deposit. The Supplier may, at its sole discretion and by serving a 2 calendar day notice, suspend the Client Services until the Minimum Operator Deposit is reinstated.
- 3.12 The Customers of the Client Services must produce a Minimum Matched Volume of GBP 10,000,000 per calendar month;
- 3.13 The Client must fully comply with the Operator Mandatory Compliance Standards attached in Schedule 1 of this Agreement including any amendments to the Operator Mandatory Compliance Standards as advised by the Supplier, throughout the Term;
- 3.14 The Client will be directly and primarily liable for any breach of this Agreement by its Customers as if they were its own;
- 3.15 The Client and any Connected Person shall not use the Betfair Exchange Facility or display the Supplier Data to:
- 3.15.1 target, solicit (including directly or indirectly) or accept any bets from Customers who are:
- (a) either resident or located in a Restricted Territory. For the avoidance of doubt, this includes any Customers who are either resident or located in any jurisdiction where the Client is not permitted to do so pursuant to any Applicable Law and/or where the Client is not allowed to take bets from Customers and/or which is a Sanctioned Country, Sanction List, is a Sanctioned Party, and/or is subject to any Sanctions imposed by any Sanctions Authority.
 - (b) Known or suspected to be existing customers of the Supplier;
 - (c) Known or suspected to have had their accounts closed or suspended by the Supplier.
- 3.15.2 distribute, sell or transfer any Supplier Data to any third party;
- 3.15.3 disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Supplier Gaming Services, Betfair Data or the Betfair Exchange Facility;
- 3.15.4 grant or otherwise permit direct access to the Client Services, via an API or otherwise, to its Customers or to any third party unless otherwise agreed with the Supplier in writing;
- 3.15.5 integrate the Client Services with any vendor applications without prior written consent from Supplier; and



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- 3.15.6 use the Supplier Data for any purpose other than those expressly within the scope of this Agreement. In particular, no other member of the Client's Group, a Connected Person or employee, agent or contractor of the Client's Group or a Connected Person shall use the Supplier Data for any purpose;
- 3.16 The Client shall provide to the Supplier all Customer Data and any other information requested by the Supplier (whether or not it is commercially confidential) if such information is required for audit or by a Regulator within 48 hours of the request and allows the Supplier to share such information with Betfair and any Competent Authority as applicable;
- 3.17 The Client accepts and recognizes:
- 3.17.1 i) that the Supplier may use Risk Management Data, and
- 3.17.2 ii) that the categories of Risk Management Data may need to be modified by the Parties agreeing from time to time.
- The Risk Management Data information shall be shared only with the Client and not with any third party outside the Supplier's Group, even in an anonymous way;
- 3.18 The Client undertakes that it will not knowingly allow access to the Betfair Exchange Facility to Customers that would normally be subject to Premium Charge or have ever paid Premium Charge to Betfair or the Supplier or any of their Affiliates under the Betfair Terms and Conditions or otherwise facilitate, by any means, any person from avoiding the payment of Premium Charge. The Supplier agrees that it will provide reasonable support on request to the Client to identify Customers that may be subject to Premium Charge. In the event that Premium Charge Customers are identified as using the Client Services, the Client undertakes to close such Customer's accounts immediately, take all necessary steps to collect from those Customers the applicable Premium Charge, and pay that full amount to the Supplier. The Supplier reserves the right, with reasonable notice to the Client, to deduct the amount of such Premium Charge from the Minimum Operator Deposit or any account the Client or any Connected Person may have with the Supplier or any of their Affiliates, in its reasonable discretion.
- 3.19 The client shall hold sufficient funds in the Client Betfair Account to cover the maximum liability of the bets placed by the Client's Customers and the Clients' liabilities under the Agreement in connection with the Betfair Exchange Facility. The amount of funds that are reasonably required will be specified by Betfair from time to time;
- 3.20 The Client shall not reverse engineer or decompile any part of the Supplier Gaming Services, Betfair Exchange Facility or Betfair API in any way;
- 3.21 The Client shall immediately inform the Supplier and provide it with reasonable assistance if it becomes aware of any infringement by any third party of the Supplier's Intellectual Property Rights or any unauthorised distribution, display or access to any Supplier Data;
- 3.22 The Client shall ensure (including by complying with Good Industry Practice) that the Client, the Client Services and the Customers do not conduct and are not used to facilitate any Unauthorised Activity; and
- 3.23 The Client acknowledges and agrees that:
- 3.23.1 The Supplier and its Affiliates will not be liable to any Customer for any breach of the obligations set out in this Agreement and the Client shall ensure that at no time in its dealings with Customers will it warrant or represent or imply any such liability or that it has any power to act on behalf of, or to bind, the Suppliers or any of its Affiliates;
- 3.23.2 The Supplier will not be liable for any discrepancies in the Supplier Data; and
- 3.23.3 it is the Client's responsibility to ensure that the Supplier's Terms and Conditions are consistent with the terms and conditions of the Client Services;
- 3.24 The Client shall not be entitled to resell, sub-contract, distribute or otherwise provide fragments and/or ensemble of the Supplier Gaming Services to the Client's Affiliates and/or



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to any other third party including without limitation any competitor of the Supplier unless expressly agreed between the Parties in writing;

- 3.25 The Client shall solely bear the cost of any Gaming Tax in full where applicable;
- 3.26 The Supplier and the Supplier's Group will, to the extent permitted by law, not be liable for any losses incurred by the Client or any Customer or any other third party in the event of any discrepancy between the Supplier's Terms and Conditions and any other terms and conditions of the Client which, without prejudice to the generality of the forgoing, results in the settling of markets and the equivalent markets on the Client Services differently;
- 3.27 Throughout the Term of the Agreement and for a period of 12 months following its expiry or termination, the Client shall not actively solicit for employment any employee of the Supplier's Group.
- 3.28 The Client must hold, and comply with, all required gaming licences and provide copies to the Supplier or any Competent Authority upon request.
- 3.29 The Client shall implement equivalent data protection and cybersecurity measures consistent with Good Industry Practice.
- 3.30 The Client shall cooperate fully with the Supplier and Betfair in the event of any investigation by a Competent Authority.
- 3.31 The Client shall indemnify the Supplier against all damages, penalties, and losses arising from the Client's failure to comply with Applicable Laws, AML/KYC obligations, or Operator Mandatory Compliance Standards.
- 3.32 The Client shall maintain accurate records of Customer Data for a minimum of 5 years.

4. CONSIDERATION

- 4.1 In consideration for this Agreement, the Supplier will provide the Supplier Gaming Services to the Client on the Client Website from the Client Live Launch and throughout the term of this Agreement in accordance with the Terms and conditions of the present Agreement;
- 4.2 In consideration for this Agreement, the Client will pay the Commission each calendar week as the total of:
 - (a) the Customer Exchange Commission in each calendar week; plus
 - (b) 50% of the Exchange Net Gaming Revenue for each Customer in each calendar month as reported in the reporting portal provided by the Supplier.
- 4.3 The Supplier shall issue a weekly invoice to the Client each Monday detailing the Commission and Payment Fee owed by the Client to the Supplier for the previous calendar month.
- 4.4 The Supplier shall deduct an amount equal to the Commission and the Payment Fee from the Minimum Operator Deposit. May the Minimum Operator Deposit not be sufficient to cover the full amount of the Commission and Payment Fee due by the Client to the Supplier, the Client shall remit further funds to the Supplier by a mutually agreeable payment method within 7 calendar days of the invoice being issued. For the avoidance of doubt, the Client shall remit funds sufficient to reinstate the Minimum Operator Deposit in full within 7 calendar days of the invoice being issued;

5. CONFIDENTIAL INFORMATION

5.1 Obligations/Restrictions

- 5.1.1 The Recipient:



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- (a) shall maintain the Discloser's Confidential Information in strict confidence and shall exercise in relation thereto no lesser security measures and degree of care than those which the Recipient applies to its own confidential information which the Recipient warrants as providing adequate protection against unauthorised disclosure, copying or use;
 - (b) save as otherwise set out in this Agreement, shall not make copies or reproductions of the Discloser's Confidential Information except to the extent necessary for the Purpose;
 - (c) shall not divulge the Discloser's Confidential Information, in whole or part, to any third party and shall use its best endeavours to prevent the unauthorised publication or disclosure of the same. The Recipient shall promptly notify the Discloser if it becomes aware of any unauthorised publication or disclosure and take all possible action to prevent further publication or disclosure, including using its best endeavours to procure that the unauthorised recipient or processor of the Confidential Information signs an agreement similar to this Agreement;
 - (d) save as otherwise set out in this Agreement, shall use the Discloser's Confidential Information only for the Purpose and shall make no commercial use of the same or any part thereof without the prior written consent of the Discloser;
 - (e) acknowledges that all documents containing or referring to Confidential Information at any time in the Recipient's control or possession are and shall at all times remain the property of the Discloser and the Recipient undertakes, both during this Agreement and after:
 - (i) to exercise due care and diligence to avoid any unauthorised publication, disclosure or use of Confidential Information and any documents containing or referring to it;
 - (ii) at the direction of the Discloser and to the extent reasonably practicable, to deliver up all copies of all documents relating to the Discloser or to any Group Company of the Discloser and any records made or compiled by the Recipient containing extracts of any such document or any Confidential Information (whether or not lawfully made or obtained) and if requested, to delete any Confidential Information from any re-usable medium; and
 - (iii) to do such things and sign such documents as shall be reasonably necessary to give effect to this clause 2.1(e) and/or to provide evidence that it has been complied with;
 - (f) to the extent necessary for the Purpose may, without prejudice to clause 2.3(d), disclose such Confidential Information to its Permitted Persons or to its Group Companies and their respective Permitted Persons provided that the Recipient shall:
 - (i) before disclosure, make such Permitted Persons and Group Companies aware of their obligations of confidentiality under this Agreement; and
 - (ii) at all times procure compliance with such obligations of confidentiality; and
 - (g) shall notify the Discloser as soon as reasonably practicable if it has reason to believe that a breach of this Agreement has occurred or may occur.
- 5.1.2 Neither Party (except in the proper performance of its obligations hereunder) shall publicise or disclose:
- (h) its association with the other Party;
 - (i) the existence of this Agreement; or



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- (j) the nature of the Purpose or the fact that discussions or negotiations are taking place between the Discloser and the Recipient concerning the Purpose (including the terms, conditions or status of any such discussions or negotiations),

in any way without the prior written permission of such other Party.

5.1.3 The restrictions imposed by clauses 2.1 and 2.2 above shall not apply to the disclosure of any Confidential Information:

- (k) that is now in, or hereafter comes into, the public domain without breach of this Agreement by the Recipient;
- (l) that the Recipient obtains or has available from a source other than the Discloser without breach of this Agreement by the Recipient;
- (m) that is required to be disclosed by the Recipient by operation of law or statute, or by court of competent jurisdiction, regulatory or licensing body (including without limitation the UK Gambling Commission, the Maltese Lotteries and Gaming Authority, the Gibraltar Regulatory Authority, the Isle of Man Gambling Supervision Commission, the Alderney Gambling Control Commission, the Curacao Gaming Commission, Virgin Islands Division of Gaming Enforcement, Virgin Islands Casino Control Commission and the Montenegro Games of Chance Administration) or recognised stock exchange, provided that such disclosure shall be subject to the terms of clause 2.4 below; or
- (n) to the extent such use and/or disclosure (as applicable) is, at the time of such use and/or disclosure, expressly permitted by the Discloser in writing pursuant to the provisions of any other agreement in writing entered into by the Parties from time to time.

5.1.4 If the Recipient becomes legally compelled to disclose any of the Confidential Information, the Recipient shall (to the extent permitted by law) provide the Discloser with immediate notice in writing so that the Discloser may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If such a protective order is not obtained, or the confidentiality obligations under this Agreement are waived to allow such disclosure to take place, or the Recipient is legally compelled to make such disclosure in circumstances where the Recipient is not permitted to provide the Discloser with notice in the manner otherwise required by this clause, the Recipient shall furnish only that part of the Confidential Information which it, acting reasonably and in good faith, considers to be legally required and will use its reasonable endeavours to obtain a reliable assurance that the Confidential Information shall be treated in a confidential manner.

5.1.5 Where the Recipient conducts processing of personal information comprised within the Discloser's Confidential Information, the Recipient shall only process such personal information in accordance with the Discloser's instructions and in compliance with the General Data Protection Regulation (EU) 2016/679, national laws implementing the General Data Protection Regulation (EU) 2016/679, and the Data Protection Act 2018 (and any applicable analogous legislation or regulations) and strictly for the Purpose. The Recipient warrants that it has in place, and undertakes to maintain at all material times, appropriate technical and organisational measures against unauthorised or unlawful processing, destruction, loss or disclosure of personal information and adequate security programmes and procedures to ensure that unauthorised persons do not have access to the personal information or to any equipment used to process personal information.

5.1.6 The Recipient shall upon the request of the Discloser at any time return to the Discloser all Confidential Information which is in documentary or other tangible form, including all material relating to that Confidential Information which has been prepared by or on behalf of the Recipient/Recipient's Group or any of its Permitted



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Persons and to procure that any such information kept on any computer or similar device is deleted and not retained in any form, save that the Recipient's advisers may, for the purposes only of compliance with their respective legal, professional, regulatory or compliance duties and/or requirements, preserve one copy of such Confidential Information subject to a continuing duty to comply with the terms of this agreement in respect thereof and to keep such Confidential Information confidential.

5.2 Breach of Confidentiality

- 5.2.1 The Recipient hereby indemnifies and holds the Discloser harmless from and against any loss, damages, costs and expenses (including legal fees) ("Losses") which the Discloser may sustain or incur as a result of any breach of confidentiality by the Recipient, its Group Companies and/or their Permitted Persons.
- 5.2.2 In respect of any indemnity claim pursuant to clause 3.1, the indemnified party shall:
- (o) promptly notify the indemnifying party of any claim as soon as it becomes aware of such claim;
 - (p) take all reasonable steps to mitigate any Losses in respect of the applicable claim, and
 - (q) not admit, settle or compromise the claim without the indemnifying party's prior written consent; and
 - (r) provide the indemnifying party with all such assistance as may reasonably be required by the indemnifying party.

- 5.3 The Recipient agrees that damages alone would not be an adequate remedy for any **breach** of this Agreement and accordingly without prejudice to any other rights or remedies available, the Discloser shall be entitled to seek injunctive or other equitable relief to prevent any breach or threatened breach of this Agreement.

5.4 **General**

- 5.4.1 This Agreement shall (without prejudice to the then accrued liabilities of the Recipient) continue in full force and effect indefinitely, notwithstanding the completion of the Purpose.
- 5.4.2 A variation of this Agreement is valid only if it is in writing and signed by or on behalf of each Party.
- 5.4.3 Any omission to exercise, or delay in exercising, any right or remedy under this Agreement shall not constitute a waiver of that, or any other, right or remedy. The waiver by either Party of any of their rights or remedies arising under this Agreement or by law shall not constitute a continuing waiver of that right or remedy or a waiver of any other right or remedy.
- 5.4.4 No proprietary or other right or licence is granted to the Recipient/Recipient's Group or any of its/their respective Permitted Persons in relation to any Confidential Information except as expressly set out in this Agreement.
- 5.4.5 Each Group Company shall be entitled under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement which confers (expressly or impliedly) any benefit on such a company.
- 5.4.6 Subject to clause 4.5, a person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce a provision of this Agreement.
- 5.4.7 The Parties shall not be required to obtain the consent of any Group Company on whom a benefit is conferred under this Agreement to the termination, or any variation, of this Agreement.



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- 5.4.8 Each provision of this Agreement is severable and distinct from the others. If any provision is or at any time becomes to any extent or in any circumstances invalid, illegal or unenforceable for any reason, it shall to that extent or in those circumstances be deemed not to form part of this Agreement but the validity, legality and enforceability of all other provisions of this Agreement shall not be affected or impaired and shall remain valid and enforceable. If any provision of this Agreement is found to be illegal, invalid or unenforceable in accordance with this clause 4.5 but would be legal, valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification(s) as may be necessary to make it legal, valid or enforceable.
- 5.4.9 If any provision of this Agreement is found to be illegal, invalid or unenforceable but would be legal, valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification(s) as may be necessary to make it legal, valid or enforceable.
- 5.4.10 This Agreement may be executed in any number of counterparts each of which when executed and delivered is an original but all the counterparts together shall constitute the same document.
- 5.4.11 Any notice or other communication given under this Agreement shall be in writing and signed by or on behalf of the party giving it and shall be served by delivering it by hand or sending it by pre-paid recorded delivery or registered post to the party due to receive it at its registered office address from time to time. In the absence of evidence of earlier receipt, any such notice shall be deemed to have been received, if delivered by hand, at the time of actual delivery to the address referred to in this Agreement or, in the case of pre-paid recorded delivery or registered post, two business days after the date of posting.
- 5.4.12 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter, whether of a contractual or non-contractual nature, shall be governed by and construed in accordance with English law. The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Agreement in respect of any claim brought against the Supplier by the Client and shall have non-exclusive jurisdiction in respect of any claim brought against the Client by the Supplier.

6. LIMITATIONS OF LIABILITY

- 6.1 Nothing in this Agreement excludes or in any way limits the liability of a Party arising as a result of:
- (a) fraud;
 - (b) wilful default; and
 - (c) death or personal injury caused by negligence; or
 - (d) any liability to the extent the same may not be excluded or limited as a matter of law.
- 6.2 Subject to Clauses 6.1 and 6.3, the total liability of either Party under or in connection to this Agreement whether in contract, tort (including negligence), misrepresentation, breach of statutory duty or otherwise shall not exceed the greater of:
- (e) The amount of Commission payable by the Client to the Supplier during the previous twelve (12) months; and
 - (f) GBP two-hundred-fifty-thousand (250,000),



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for any one event or series of connected events;

- 6.3 Subject to Clause 6.1, neither Party shall be liable to the other Party under or in connection with this Agreement, whether in contract, tort (including negligence), misrepresentation, breach of statutory duty or otherwise for any indirect, special or consequential loss of any kind or any loss of opportunities, income, actual or anticipated profits, business, contracts, goodwill or reputation and anticipated savings;
- 6.4 Except as expressly provided in this Agreement 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 to the maximum extent permitted by law;
- 6.5 A Party's general obligation at law to mitigate its loss shall extend to any loss that gives rise to a claim under the indemnities set out in this Agreement;
- 6.6 Each Party acknowledges and agrees that it shall bring any claim arising under or relating to this Agreement within six (6) months from the date of the claim arising, or, if later, within six (6) months from that Party first became aware of the matters leading to the claim, and failure to do so shall result in any such claim automatically and irrevocably expiring;
- 6.7 The Parties acknowledge that the preceding provisions have been freely negotiated by the Parties who are independently legally advised and are of equal bargaining power 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 and that no interpretation of this Agreement shall be made *contra proferentem*.

7. WARRANTIES

- 7.1 Each Party warrants, represents and undertakes to the other Party that:
 - (g) it has full power, capacity, authority and right to execute and deliver this Agreement and to perform its obligations hereunder;
 - (h) it holds all licences necessary to undertake its respective obligations under this Agreement in accordance with Applicable Laws;
 - (i) this Agreement has been duly authorised by all necessary action and constitutes the valid and binding agreement of the Party enforceable against that Party in accordance with its terms; and
 - (j) where applicable, it is duly organised under the laws of its jurisdiction of incorporation.
- 7.2 Both Parties accept and recognize that Grading Errors do occur from time to time and accept to:
 - (a) cooperate in good faith together to ensure a swift detection of Grading Errors, as far as the Supplier takes all the diligent measures, including without limitation the monitoring of Transactions; and
 - (b) to undertake all reasonable action in order to cooperate with the diligent measures that the Supplier shall implement to limit and/or manage the associated risks as soon as possible;
- 7.3 The Supplier warrants, represents and undertakes to the Client that:
 - 7.3.1 the Supplier Gaming Services shall not infringe the Intellectual Property Rights of any third party.
 - 7.3.2 the Supplier's software shall be reasonably fit for the purpose of the Service as contemplated by this Agreement;



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- 7.3.3 it shall take reasonable measures to ensure that the Supplier Gaming Services is delivered free from viruses, software bugs, worms, time bombs or similar errors known by the Supplier at the time of the delivery of the Supplier Gaming Services to the Client. If any such harmful component is contained in the Supplier Gaming Services, the Supplier agrees to make the necessary corrections for the proper delivery of the Supplier Gaming Services. For the avoidance of doubt, the Supplier shall not be liable for any event, defect or bug or failure of the Supplier Gaming Services;
- 7.3.4 to the best of its knowledge, information and belief there are no claims or proceedings existing or pending with regard to any of its Supplier Gaming Services that might affect the ability of the Supplier to meet and carry out its obligations under this Agreement;
- 7.3.5 to provide the Service using all reasonable skill and care.
- 7.3.6 the entering into this Agreement and the performance thereof, will not conflict with, or breach the terms, conditions or provisions of, or default under any other agreement or license to which it is a party;
- 7.3.7 Notwithstanding the foregoing, the Supplier:
- (a) does not warrant that the Client's use of the Client Services will be uninterrupted or error-free, or that the Client Services and/or the information obtained by the Client through the Client Services will meet the Client 's requirements; and
 - (b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Client acknowledges that the Client Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities;
- 7.3.8 This Agreement shall not prevent the Supplier from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this Agreement or in using anonymised transactional data in connection with the improvement of its services (provided that in doing so the Supplier does not misuse any Confidential Information of the Client);
- 7.3.9 The Client acknowledges that Client Services may be varied and/or updated by the Supplier from time to time. The Supplier will endeavour to provide the Client with thirty (30) days' notice of any such variation and/or updates other than in exceptional or emergency circumstances;
- 7.3.10 The Supplier shall be entitled to use monitoring tools and plug-ins provided that they do not interfere with the provision or availability of the Client Services. The Supplier shall not provide any support to these and reserves the right to disable them if they disrupt the Client Services. The Supplier may collect and use on a confidential basis, for the purpose of the Client Services and improving its services to its clients, management information generated by the Client's use of the Client Services;
- 7.3.11 Other than expressly set out in this Agreement all other express or implied warranties or conditions, including the implied warranties or conditions of satisfactory quality and fitness for a particular purpose, are hereby excluded to the maximum extent permitted by law, in relation to this Agreement or the delivery or Client Services. In particular, other than expressly set out in this Agreement, the Client agrees and acknowledges that the Client Services made available to the Client by the Supplier are provided "as is" with any faults or failings and without warranty as to functionality, performance, accuracy, continuity of service or connectivity.



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8. INTELLECTUAL PROPERTY

- 8.1 Any and all Intellectual Property Rights developed and owned by either Party at the Commencement Date or during the Term shall remain vested in that Party. For example, all rights and interests in and to the Supplier's software and all code and log which describes and/or comprises the Agency Back Office remains the sole property of the Supplier.
- 8.2 Notwithstanding Clause 8.1, the Supplier grants to the Client a licence to use and exploit the Supplier Gaming Services in the Territory and during the Term solely to the extent necessary for the exercise of its rights under this Agreement.
- 8.3 Notwithstanding Clause 8.1 and subject to Clause 8.4, the Client acknowledges and agrees that all property and rights including Intellectual Property Rights in work arising from or created, produced or developed by the Supplier and/or any member of its Group (whether alone or jointly with others) under or in the course of this Agreement shall immediately upon creation or performance vest in and shall be and remain the sole and exclusive property of the Supplier and the Client shall acquire no right, title or interest in or to the same, save to the extent they reflect the proprietary and/or confidential information of the Client. Subject to the foregoing, the Client hereby assigns to the Supplier as legal and beneficial owner with full title guarantee all rights of any nature throughout the world, whether present, vested, contingent or future, in the aforementioned work that may at any time during or after the Term of this Agreement come to be vested in the Client, to hold the same unto the Supplier, its successors and assigns, for the full period of all such rights and any renewals, reversions and extensions of the same throughout the world and in this regard waives any and all so-called moral rights or 'droits moral' that it may enjoy in the same to the fullest extent permitted by law.
- 8.4 The Parties agree that anything specifically developed by the Supplier solely for the Client's use will be subject to a separate written agreement between the Parties.
- 8.5 The Parties shall promptly notify each other in writing if a Party becomes aware of any actual, threatened or suspected infringement of any Intellectual Property Rights under this Agreement.
- 8.6 Each Party grants to the other a non-exclusive, royalty-free licence for the Term to use such of the other Party's Intellectual Property Rights solely within the Territory and to the extent that the other Party reasonably requires use of the same to fulfil its obligations and exercise its rights under this Agreement and subject to any reasonable directions from other Party in relation to that use.
- 8.7 Any goodwill in the brands of the respective Parties that accrues as a result of this Agreement shall inure to the benefit of, and is hereby assigned to, the Party owning the brand in question.
- 8.8 The Supplier will (up to the amount of EUR one hundred thousand (100,000)) indemnify on demand and hold harmless the Client, each member of the Client's Group and each of the associates, directors, officers, employees, agents, shareholders and partners of Partner (the "**Client Indemnified Parties**") from and against any and all losses, demands, claims, damages, costs, expenses (including reasonable legal costs and expenses and VAT thereon) and liabilities suffered or incurred, directly or indirectly, by the Client Indemnified Parties in consequence of or in any way connected with any claim or action against the Client that the provision of the Services infringes the Intellectual Property Rights of any third party ("**Claim**") provided that the Client:
- (a) promptly notifies the Supplier in writing of any Claim;
 - (b) gives the Supplier full information and assistance in connection with a Claim;
 - (c) gives the Supplier the sole right to control and conduct the defence or to settle such Claim;
 - (d) takes all such steps as it reasonably may to mitigate the liability associated with the Claim; and



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- (e) does not make any admissions or compromise such Claim without the Supplier's prior written consent or otherwise prejudice the Supplier's defence or prejudice the Supplier's endeavours to settle such a Claim.

9. ASSIGNMENT AND SUBCONTRACTING

- 9.1 No party to this Agreement shall assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement without the prior written consent of the parties.

10. TERM AND TERMINATION

- 10.1 This Agreement is renewed by a Renewal Period if not terminated by either Party by providing 3 months written notice prior to the expiry of the Initial Period, and by a further Renewal Period thereafter if not terminated by providing 3 months written notice prior to the expiry of each Renewal Period;
- 10.2 Without affecting any other right or remedy available to it, the Supplier may terminate this Agreement with immediate effect by giving written notice to the other party if:
- 10.2.1 the Client fails to pay an undisputed amount of more than USD 5,000 which is due under this Agreement on the due date for payment and remains in default for more than thirty (30) days from the date of receipt of written notice from the other party notifying about the non-payment;
 - 10.2.2 there is a change of Control or Controlling Interest of the Client to a competitor of the Supplier, without the prior written consent of the Supplier;
 - 10.2.3 in its reasonable opinion, it would be unlawful to continue to make the Client Services available;
 - 10.2.4 in its reasonable opinion, continuing to make the Client Services available will be detrimental to its reputation;
 - 10.2.5 the Supplier is demanded to do so by Betfair pursuant to the terms and conditions of any agreement between the Supplier's Group and Betfair;
 - 10.2.6 the Supplier is advised to do so by any competent authority or the party reasonably believes that continuing the make the Client Services available may breach any Applicable Law;
 - 10.2.7 the Supplier has been notified of a claim or potential claim by a third party that the provision of the Client Services infringes that third party's Intellectual Property Rights;
 - 10.2.8 at its sole and absolute discretion, with immediate effect if the Customer is in breach of the restrictions set out in any of clause 3.3, 3.5, 3.7, 3.8, 3.9, 3.10, 3.11, 3.13, 3.16, 3.20 or 5;
 - 10.2.9 The Client engages in any Unauthorised Activity;
 - 10.2.10 The Client fails to maintain the Minimum Operator Deposit or Minimum Matched Volume;
 - 10.2.11 The Client operates in or accepts customers from Restricted Territories;
 - 10.2.12 The Client fails to remedy any breach within 14 days of written notice; or
 - 10.2.13 Betfair requires the Supplier to suspend or terminate the Client Betfair Account.
- 10.3 Without affecting any other right or remedy available to it, either Party may terminate this Agreement with thirty (30) days written notice to the other party if:



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- 10.3.1 the other party commits a material breach of any term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days written notice to do so;
- 10.3.2 the other party:
- (a) enters into an arrangement, compromise or composition in satisfaction of its debts with its creditors or any class of them; or
 - (b) passes a resolution or makes a determination for it to be wound up (without a declaration of solvency, except for the purposes of amalgamation or reconstruction); or
 - (c) has a winding-up order or bankruptcy order made against it; or
 - (d) has appointed to it an administrator or administrative receiver; or
 - (e) being a partnership, in addition to the above, suffers bankruptcy orders being made against all of its partners; or
 - (f) suffers an event analogous to the events set out in clause 10.2.2.(a) to 10.2.2.(e) in any jurisdiction.
- 10.4 It is acknowledged by both parties that either party's ability to terminate this Agreement in accordance with clause 10.3 shall remain subject at all times to the parties referring the matter to Dispute Resolution procedure. If, as a consequence of the Dispute Resolution procedure, it is determined that the Party had grounds to terminate this Agreement as envisaged, then the Agreement shall immediately terminate upon the relevant decision being made through the Dispute Resolution procedure.

11. CONSEQUENCES OF TERMINATION

- 11.1 On termination or expiry of this Agreement all provisions of this Agreement which are intended to have effect or to bind either Party following any expiry or termination of this Agreement or its transfer or assignment in whole or in part, including but not limited to Clause 5, Clause 6, Clause 21, Clause 22, and Clause 23 shall continue in force;
- 11.2 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination or expiry.

12. FORCE MAJEURE

- 12.1 Provided it has complied with Clause 12.3, if a party is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event ("**Affected Party**"), the Affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
- 12.2 The corresponding obligations of the other parties will be suspended, and their time for performance of such obligations extended, to the same extent as those of the Affected Party.
- 12.3 The Affected Party shall:
- 12.3.1 as soon as reasonably practicable after the start of the Force Majeure Event, notify the other parties in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under this Agreement; and
 - 12.3.2 use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.



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- 12.4 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 2 weeks, either party not affected by the Force Majeure Event may terminate this Agreement by giving 1 week's written notice to the Affected Party.

13. SEVERANCE

- 13.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.
- 13.2 If any provision or part-provision of this Agreement is deemed deleted under Clause 13.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

14. VARIATION

- 14.1 No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

15. WAIVER

- 15.1 No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

16. NOTICES

- 16.1 Any notice given to a party under or in connection with this Agreement shall be in writing and shall be:
- 16.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
 - 16.1.2 sent by email to the email addresses of the Services Managers and the Seconded or other email as notified by the parties in writing from time to time.
- 16.2 Any notice shall be deemed to have been received:
- 16.2.1 if delivered by hand, on signature of a delivery receipt;
 - 16.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after; and
 - 16.2.3 if sent by email, on receipt of a read receipt email from the correct email address or, in the absence of such read receipt, 24 hours after delivery if sent to the correct email address and no notice of delivery failure is received.
- 16.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

1.1 Addresses for notices:

(a) Eight Central Limited N.V.:

Attn. Mauro Orru

mauro.orr@n8hl.com

With a copy to:



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Yan Tang

yan.tang@n8hl.com

(b) the Client:

Attn. Benji Arter

benji.arter@n8hl.com

With a copy to:

Attn. Mauro Orru

mauro.orr@n8hl.com

17. ENTIRE AGREEMENT

- 17.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 17.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.

18. THIRD PARTY RIGHTS

- 18.1 This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

19. COUNTERPARTS

- 19.1 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

20. RELATIONSHIP OF THE PARTIES

- 20.1 Nothing in this Agreement is intended to create a partnership, or joint venture or legal relationship of any kind between the parties that would impose liability upon one party for the act or failure to act of the other party, or to authorise either party to act as agent for the other. Save where expressly stated in this Agreement, neither party shall have authority to make representations, act in the name or on behalf of, or otherwise to bind, the other.

21. DISPUTE RESOLUTION

- 21.1 If there is a dispute between the parties in relation to any matter under this Agreement, the Supplier's Director and the Client shall meet in good faith to try to resolve any such dispute, failing which the provisions of Clause 22 and Clause 23 shall apply.

22. GOVERNING LAW

- 22.1 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

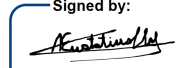


EIGHT CENTRAL

23. JURISDICTION

23.1 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

This Agreement has been entered into on the date stated at the beginning of it.

Signed by [_____]) for and on behalf of) EIGHT CENTRAL LIMITED N.V.)	Signed by:  E9C1A4A3F74E4ED... Lorenza Godett Director obo Xecutive Corporate Management B.V.
Signed by [_____]) for and on behalf of) EIGHT CENTRAL LIMITED N.V.)	Signed by:  8737E2B30CF043F... Analissa Heiland Director obo Xecutive Corporate Ma
Signed by [_____]) for and on behalf of) DYNAMIK MARKETING B.V.)	Signed by:  8737E2B30CF043F... Analissa Heiland Director obo Xecutive Corporate Management B.V.
Signed by [_____]) for and on behalf of) DYNAMIK MARKETING B.V.)	Signed by:  E9C1A4A3F74E4ED... Lorenza Godett Director obo Xecutive Corporate Management B.V.



EIGHT CENTRAL

SCHEDULE 1: OPERATOR MANDATORY COMPLIANCE STANDARDS

These Operator Mandatory Compliance Standards will be subject to review and amendment by Betfair, or a third party nominated by Betfair, on a periodic basis.

AML Governance / Policies

- A suitable Money Laundering Reporting Officer (MLRO) is to be appointed with sufficient experience and knowledge and suitable compliance and governance structures are in place.
- Sufficient AML resources are in place with, (i) appropriate escalation lines to MLRO and (ii) staff have received adequately AML training
- An AML policy has been prepared and is reviewed annually by the MLRO and approved by the directors of the Operator.
- An AML Business Risk Assessment will be prepared annually outlining awareness of the Operator of the key risks along with mitigating controls and control owners. (A draft template can be shared by Betfair if required).
- A Suspicious Activity Report (SAR) template has been created and procedures outlining how to submit SARs to the relevant authorities is in place.
- An AML awareness programme is in place to ensure that controls exist to understand and manage AML risk and identification documentation obligations.
- Regular (at least quarterly) AML reporting to directors takes place and an annual MLRO report is produced covering governance and operational issues.

Operating Procedures (B2B)

- Up-to-date documentation (to include proof of identity and proof of address) is held on super-masters, masters and agents within the Operator structure.
- Where the Player is a legal entity, the documentation held by the Operator should include at a minimum documentation to identify and verify the incorporated status of the legal entity, the legal entity's registered address, and the identity of the legal entity's officers and Ultimate Beneficial Owner. The identity of the legal entity's officers and Ultimate Beneficial Owners should also be verified through appropriate documentation.
- Any fund settlements directly received by the Operator must be from banks / licensed payment providers in the name of the recipient i.e. no third-party funding and no cash receipts.
- Controls are in place to ensure that the individual placing bets is over 18 years of age.
- Where a PEP is identified as the beneficiary to an account, the Exchange Partner should have sufficient controls in place to address the additional risks of such accounts. These should include mandatory:
 - Verification of identity through the receipt of CDD documentation;
 - Requirement to establish the PEPs Source of Wealth/Source of Funds; and
 - Senior Management Approval to service the PEP.
- Sanctions / PEPs /Negative News screening, at onboarding and on an ongoing basis, for all customers within the structure or members who meet CDD requirements below. A defined Sanctions Policy in place setting out:
 - The risks associated with dealing with a sanctioned person/country/corporate entity;
 - The Sanctions lists that they will screen against; and
 - The measures to be taken if a sanctioned person/country/corporate entity is identified.
- CDD documentation is obtained for Players on a risk sensitive basis to include at a minimum:
 - Players whose activity has been identified as suspicious by the Operator monitoring team or MLRO; and
 - Players with settlements of £2,000 within a rolling 30-day period.



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- Trade will be ceased with any Player who fails to produce the required documentation within 28 days.
- Source of Wealth information will be obtained from underlying individual Players to include at a minimum:
 - Players with gross settlements of £30,000 within a rolling 365-day period. This threshold is subject to future review by Betfair; and
 - Players who have engaged in any other suspicious activity as set out by the MLRO.
- A Suspicious Activity Report will be filed by the Operator in any of the following circumstances:
 - Where insufficient source of wealth documentation is provided when requested to substantiate the level of betting and this is deemed by the MLRO to give rise to suspicion regarding the provenance of funds;
 - An investigation concludes that there is evidence of money-passing on the Exchange which is deemed by the MLRO to be indicative of attempted money-laundering; and
 - Any other suspicious activity as set out by the MLRO.

Operating Procedures (B2C)

- Where a PEP is identified as the beneficiary to an account, the Exchange Partner should have sufficient controls in place to address the additional risks of such accounts. These should include mandatory:
 - Verification of identity through the receipt of CDD documentation;
 - Requirement to establish the PEPs Source of Wealth/Source of Funds; and
 - Senior Management Approval to service the PEP.
- Sanctions / PEPs /Negative News screening, at onboarding and on an ongoing basis, for all customers within the structure or members who meet CDD requirements below.
- A defined Sanctions Policy in place setting out:
 - The risks associated with dealing with a sanctioned person/country/corporate entity;
 - The Sanctions lists that they will screen against; and
 - The measures to be taken if a sanctioned person/country/corporate entity is identified.
- Controls are in place to ensure that the individual placing bets is over 18 years of age.
- Any fund settlements from B2C Players must be from banks / licensed payment providers in the name of the Player i.e. no third-party funding and no cash receipts.
- Customer Due Diligence (CDD) documentation (to include proof of identity and proof of address) will be obtained for B2C Players on a risk sensitive basis to include at a minimum:
 - Players whose activity has been identified as suspicious by the Operator monitoring team or the MLRO; and
 - Players with gross settlements of £2,000 within a rolling 30-day period.
- Trade should be ceased with any Player who fails to produce this documentation within 28 days.
- Source of Wealth information will be obtained from Players who meet the following criteria:
 - Gross settlements of £30,000 within a rolling 365 days. This threshold will be subject to future review by Betfair;
 - Any other suspicious activity as set out by the MLRO.
- A Suspicious Activity Report will be filed by the Operator in any of the following circumstances:
 - Where insufficient source of wealth documentation is provided when requested to substantiate the level of betting and this is deemed by the MLRO to give rise to suspicion regarding the provenance of funds; and
 - An investigation concludes that there is evidence of money-passing on the Exchange which is deemed by the MLRO to be indicative of attempted money-laundering.
- Any other suspicious activity as set out by the MLRO.