

LICENCE AGREEMENT

Between

GeminiLab N.V.

and

WARPJUMP COMPANY LTD

30 November 2023

THIS **Licence AGREEMENT** has been entered into as of November 30, 2023

BETWEEN

GeminiLab N.V., a company incorporated under the laws of Curacao, with registration number 142919, (hereinafter, "Provider"),

AND

Warpjump company LTD, a company incorporated under laws of Cyprus, with registration number HE454007, having its registered address at office: A.G. Leventi, 5, THE LEVENTIS GALLERY TOWER, 13th floor, Flat/Office 1301, 1097, Nicosia, Cyprus (hereinafter – Licensee),

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

1. Background

Whereas:

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

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

2. Terms and Definitions

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

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

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

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

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

"Delivery Date" means a date at which (excluding the PROVIDER Services marked with an* are not integrated into production at the time of writing), the PROVIDER Services are

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delivered to the Licensee in such a manner as reasonably required to enable the Licensee to Launch PROVIDER Services.

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

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

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

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

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

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

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

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

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

"PROVIDER" means PROVIDER and its Associated Companies;

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

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

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

"Tournament Coins" a virtual currency to play the wide variety of games provided by game providers.

Provider

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"Promotional Coins" coins that unlocked after the first purchase of Tournament Coins. Players can only use Promotional Entries while playing in the Promotional Mode. Promotional Entries can be obtained as a bonus through the purchase of Tournament Coins.

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

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

"Sublicense" A specific permission or licence granted by the Licensee to a single company located outside the European Union, as outlined in Clause (ix) of this Agreement.

3. PROVIDER Services

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

4. Licensee's Obligations

Licensee shall:

(i) be responsible for attracting new Players for the purpose of using the PROVIDER Services and assist Players with registration for the use of the PROVIDER Services via the Licensee Services;

(iv) implement new requirements or criteria issued by a GSP in the time period determined by the Provider - non-compliance with this clause shall be cause of suspension or termination of services provided by the relevant GSP such decision being made on sole discretion of the PROVIDER without any liability to Licensee caused by such changes and actions.

(v) within period denoted in respective notice provide PROVIDER with any due diligence documentation as requested by PROVIDER;

(vi) immediately provide PROVIDER with prior written notice regarding any changes to due diligence information provided, any impending bankruptcy, composition or reconstruction proceedings or liquidation for the Licensee; if the Licensee is required to cease the business relationship with PROVIDER or cease performance of any obligation under this Agreement due to an order from any governmental agency or regulatory body to which the Licensee is subject; if the Licensee is under legal persecution for any matter relating to this Agreement or any obligations hereunder; if a relevant gaming Licence/s has been issued, suspended or repealed for the Licensee or any of its related companies; and any event that gives well founded reason to assume that the Licensee is or will no longer be capable of fulfilling its obligations under this Agreement. The written notice shall be provided to PROVIDER within five (5) days from the date that the aforementioned changes or events have become known to the Licensee. Licensee shall

Provider  _____

Licensee  _____

supplement the above notice with any relevant documentation and information when requested to do so by PROVIDER.

(vii) advise PROVIDER when there is a change to the domain names of websites or additional websites using PROVIDER Services/s as specified in the Appendix A "PROVIDER Services and Fees".

(viii) use the Provider Service outside Restricted territories mentioned in Appendix B.

(ix) The Licensee is entitled to grant one sublicense to a single company located outside the European Union. This licence is exclusively for use within the territory of North America. Throughout the period of the sublicense issued by the Licensee, the Licensee cannot directly provide games or services specified in this sublicense to end customers

(x) The Licensee has the right to revoke the sublicense granted to one company and provide it to another company outside the European Union, pertaining to the sublicense specified in clause (ix). However, the Licensee is entitled to provide only one sublicense at any given time.

5. PROVIDER's Obligations

PROVIDER undertakes towards the Licensee to:

(i) undertake all necessary arrangements for the proper implementation of the PROVIDER Services into the Licensee Platform;

(ii) ensure access to and operation of the PROVIDER Services subject to the applicable provisions and for the duration of the term of this Agreement.

6. Ownership and Licences

(i) All rights and interest in the Intellectual Property and the PROVIDER Services, and all documentation, code and logic, which describes or comprises them, shall remain the sole property of the Party and/or GSP which owns them.

(ii) All rights and interest in the Player Data remains the property of the Licensee. PROVIDER and/or the GSPs may retain encrypted copies of the Player Database as it shall be obliged to do in terms of any applicable laws.

(iii) The Parties grant each other a revocable, non-exclusive and non-transferable world-wide right to incorporate the Marks into the Licensee Services and into their marketing material. Upon PROVIDER's request, Licensee shall incorporate PROVIDER's logo with a hyperlink into the footnote of any website (Domain) using PROVIDER Services. PROVIDER is entitled to revoke the Licence provided under this clause in whole or in part upon 5 (five) days prior written notice.

(iv) PROVIDER and/or the GSPs may freely use any suggestions and improvements related to the Software and/or the PROVIDER Services that Licensee provides in connection with this Agreement. In the event that Intellectual Property Rights in the Software and/or the PROVIDER Services shall be deemed to vest to any extent in the Licensee, the latter hereby grants the GSPs an unrestricted, irrevocable, world-wide and royalty-free Licence, without warranty of any kind,

Provider _____

Licensee _____

to include them in the GSPs product or service offerings. The GSPs shall also be entitled to modify and further develop such suggestions and improvements.

(v) The Software is owned by the Provider and/or GSPs (as applicable) and is protected by copyright laws and international treaty provisions. The Licensee may not use, copy, modify, rent, disassemble, decompile, reverse engineer, create derivative works from, or transfer the Software, or any copy, modification, or merged portion thereof, in whole or in part, except as expressly provided for in this Agreement. The Licensee may not sublicense, assign, or transfer this Licence or the Software, except as expressly provided in this Agreement, with the exception of the rights specified for sublicensing to a single company outside the European Union as defined in this Agreement. This Licence will automatically terminate if the Licensee transfers possession of any copy of the Software in a manner not explicitly outlined in this agreement. This section will survive any termination of this Agreement.

7. Development and Maintenance

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

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

8. Disrupted Service

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

9. Advertising

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

Provider

Licensee

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

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

10. Fees

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

(ii) All sums due by Licensee to Provider under this Agreement shall be made in Euros. Payment of the Fees shall be paid free of all deductions including deductions for any charges, levies, imposts, sales tax, value added tax, withholding tax, or any other form of tax whatsoever. No amount may be withheld or deducted, and no set-offs may be made, for any reason whatsoever without the prior written permission of the Provider. No amount shall be considered paid to the Provider until received for value in the designated account. Provider shall apply the FIAT currency daily conversion rates applicable on the last day of the appropriate calendar month supplied from www.xe.com and cryptocurrency daily rates supplied from www.bitcoinaverage.com or otherwise mutually agreed.

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

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

Provider  _____

Licensee  _____

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

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

(vii) Any overdue payment pursuant to this Agreement shall incur interest in the amount of 0,2 % of the due payment per day of delay but not less than EUR 250. Notwithstanding the above mentioned remedies and without any liability to Licensee, PROVIDER shall have the right to suspend the provision of the PROVIDER Services to the Licensee, until such payment is settled in full by the Licensee to PROVIDER.

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

11. Professional Services

PROVIDER may provide professional services resources to Licensee per separate agreement. Such resources shall be requested minimum two weeks in advance to allow planning.

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

Provider  _____

Licensee  _____

PROVIDER is entitled to request advance payments for professional services resources provided according to this paragraph.

12. Confidentiality

Commencing on the date of signature of this Agreement and for a period of five (5) years from the termination of this Agreement, the Parties shall not reveal Confidential Information of the other Party nor use such Confidential Information otherwise than for the purposes set out in this Agreement. The Parties shall take all necessary precautions reasonably foreseen to prevent unauthorised disclosure or use of such confidential information by employees, agents, sub-contractors or other intermediaries. For the avoidance of doubt, all information not commonly known or available in the public domain shall be considered Confidential Information. The foregoing restrictions on use and disclosure of Confidential Information do not apply to information that (i) is in the possession of the receiving party at the time of its disclosure and is not otherwise subject to obligations of confidentiality; or (ii) is, or becomes publicly known, through no wrongful act or omission of the receiving party; or (iii) is received without restriction from a third party free to disclose it without obligation to the disclosing party; or (iv) is developed independently by the receiving party without reference to the Confidential Information, or (v) is required to be disclosed by law, regulation, or court or governmental order, provided that the party subject to such law, regulation or court or governmental order shall use reasonable efforts to minimise such disclosure and shall notify the other party contemporaneously of such disclosure, or (vi) unless the information is disclosed by the Party to a court or other forum of dispute resolution, or a third party in order to defend the disclosing Party's legal rights or due to breach of this Agreement of the other Party.

13. Responsibility PROVIDER

	PROVIDER	Licensee
<i>Configuration, Set-up & Integration</i>		
Hardware and API-keys Set-up	X	
Product Configuration		X
PROVIDER Service configuration, set-up & installation	X	
Solution Acceptance testing and verification		X
Integration with any potential surrounding business systems e.g. Licensee mgmt system, CRM system, financial reporting system, if specified in product description	X	X
<i>Ongoing Operation</i>		
System Hosting	X	X
Front-end basic template	X	
Front-end uniq template		X

Provider 

Licensee 

1st Line Customer Support		X
2nd Line Technical Support (SLA)	X	
Marketing and Promotion activities		X
Payment Management		X
Fraud Control		X

14. Term

This Agreement shall enter into force when duly signed by the Parties and shall remain in force for a starting period of 12 months from Launch (hereafter the "Start Period").

Following the expiration of the Start Period the term of this Agreement shall thereafter be prolonged for additional periods of 36 months each as long as necessary unless terminated in writing by either Party by providing to the other Party no less than 2 (two) weeks prior written notice of termination.

15. Termination for Cause

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

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

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

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

(ii) PROVIDER may terminate this Agreement immediately, if

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

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

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

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

Provider  _____

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Licensee  _____

- (1) in cases provided in this Agreement;
- (2) in order to avoid, minimise or end any actual or perceived infringement of applicable law or of any regulations, or intellectual property rights;
- (3) if PROVIDER has lost the right to provide PROVIDER Services (as applicable).
- (iv) Without prejudice to the aforementioned and notwithstanding the above provisions of this paragraph, either Party shall have the right to unilaterally and without reason to terminate this Agreement by sending 60 (sixty) calendar days prior written notice of termination to the other Party. There will be no early termination charges applicable in case the Licensee decides to terminate this Agreement prior to the expiration of the Term of this Agreement.

16. Consequences and Rights and Obligations on Termination

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

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

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

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

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

17. Staff Accounts

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

18. Indemnification

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

Provider _____

Licensee _____

19. Limitations of Liability

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

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

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

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

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

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

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

20. Government Legislation

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

Provider  _____

Licensee  _____

21. Independent Parties

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

22. Assignment

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

23. Construction

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

24. Incorporation and Amendments

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

25. Waiver

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

26. Force Majeure

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

Provider  _____

Licensee  _____

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

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

27. Non-Solicitation

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

28. Notices

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

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

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

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

Provider  _____

Licensee  _____

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

29. Survivability

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

30. Law and dispute resolution

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

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

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

SIGNATURES

For and on behalf of **GeminiLab N.V.**



Position: Director

Name: Paveks Klujevs

For and on behalf of **Warpjump company LTD**



Position: *Director*

Name: *Antonis Xenodoichidis*

Provider 

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Licensee 

Appendix A

PROVIDER services and fees

1. Domain/s

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

2. PROVIDER Services and Fees

Licensee Platform Content

You can enable games from the following providers. If you have direct agreements with the provider, then the platform charges a **1%*** commission (TurboGames game provider 0%).

*1% only from real GGR

Product Template

On your server side

- We provide necessary guidelines and technical tools (API) to build a uniq template and support the front-end completely on your side (with release-management).
- We have no access and updates are not inherited.

Gaming Licence

The licence must enable the legal operation of the Licensee Platform globally, subject to compliance with local regulations in jurisdictions.

Initial Platform Cost

Fee	Amount
Setup of TurboPlatform	€10,000*

Provider

Licensee

Recurring Platform Cost

	Minimum Fee	If above Minimum Fee (of the GGR*)
 Licensee Platform	First* 2m – €0 From 3rd m – €2,500	< €100,000 = 6% > €100,001 = 5%
Support, SLA, Cloud hosting (AWS) and DDOS protection (CloudFlare)		€0

***GGR** = (Total Bets Promotional Coins – Total Wins Promotional Coins) + Negative Player Balance Corrections (if any).

***First** = First 2 months after commercial launch (first deposits received).

Below you will find solutions integrated into the platform that you can use **optionally** by paying directly to the **supplier**.

Development

- Direct contract and **direct payment to the supplier**.
- Development is **not mandatory** to use.

Resource	Price
Senior Node.js Developer Anton Kazanov https://www.linkedin.com/in/anton-kazanov-6177b133/	Monthly Salary – \$4,200 Monthly payment from the 1st to the 10th day of the coming month.

- The programmer is assigned solely to the **Licensee** tasks backlog.
- If the developer is no longer required, then the client is obliged to inform about this a month before the end of work with him.
- The **Licensee** has the right to register it for **Licensee** company in agreement with the developer.

We conduct transparent and share a platform development backlog.

Provider 

Licensee 