

CONTRACT AGREEMENT NO.: GLH-OCCHKTW05072020

BETWEEN

Gaming Services Provider, N.V.

&

1Up Entertainment B.V.

FOR THE RIGHT TO USE OF NON-EXCLUSIVE OFFSHORE GAMES OF CHANCE
AND WAGERING



AGREEMENT

This non-exclusive offshore games of chance and wagering agreement, hereinafter referred to as the Agreement, is between the undersigned:

Gaming Services Provider, N.V.,

A company incorporated and domiciled at 9 Abraham de Veerstraat, PO Box 3421, Willemstad, Curaçao hereinafter referred to as the "LH" or "License Holder"

1Up Entertainment B.V.

A company incorporated under the laws of Curaçao with a registered office at 9 Abraham de Veerstraat, PO Box 3421, Willemstad, Curaçao hereinafter referred to as the Client.

SCOPE AND OBJECTIVE

In this Agreement the legal conditions are set under which the Parties will act as a LH and a client towards the Ministerial Decree No. 14 dated August 18, 1998 - No. 365/JAZ, granted by the Government of Curaçao (formerly the Netherlands Antilles) (hereinafter 'Government') to exploit Games of Chance and Wagering on the international market by way of service line activities.

WHEREAS

- (A) LH is a company licensed to operate offshore Games of Chance and Wagering on the international market by way of service lines within the insular territory of Curaçao (formerly Netherlands Antilles), and; LH is a company granted the right to market and organize the License.
- (B) Client is a company desirous of acquiring a non-exclusive right for offshore Games of Chance and wagering on the international market by way of service lines under the LICENSE of LH, and supervision of LH; Client is of good standing and reputable background. Should LH find Client to be from an unreputable background now or in the future, LH can terminate this agreement at anytime without notice.
- (C) The LICENSE granted by the Government of Curaçao (formerly the Netherlands Antilles) to LH, provides the right to grant a non-exclusive right to third Parties to use its facilities in the insular territory, but always under its supervision or a third party appointed by LH and within the rules, regulations and restrictions contained in LH's LICENSE, and;
- (D) The conditions of this Agreement are applicable for all further Agreements between LH and client;

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- (E) This Agreement shall be comprised of all of the following documents:
Appendix 1: Ministerial Decree No. 14 dated August 18, 1998 – No. 365/JAZ,
granted by the Governor of Curaçao (formerly the Netherlands Antilles)' Official
Dutch Version and Unofficial English translation (the "License")

IT IS HEREBY AGREED:

ARTICLE 1: DEFINITIONS

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

1.1 LICENSE:

The LICENSE granted to LH by the Central Government Resolution - Ministerial Decree No. 14 dated August 18, 1998, No. 365/JAZ, granted by the Government of Curaçao (formerly the Netherlands Antilles) (Appendix 1).

1.2 GAMES OF CHANCE:

Current and future Games approved by the Minister of Justice of Curaçao (formerly the Netherlands Antilles) in accordance with Article 13 of the LICENSE,

1.3 SUPERVISING OFFICIAL:

The supervising official referred to in paragraph 1 of Article 18 of the LICENSE.

1.4 PRIZE:

The prize money referred to Article 17 of the LICENSE.

1.5 GOVERNMENT:

The Central Government of Curaçao (formerly the Netherlands Antilles) as stated in the LICENSE defined in abovementioned article 1.1

1.6 Forbidden countries:

Countries in which their respective government has prohibited online gambling of every kind.

1.7 EFFECTIVE DATE:

The term of this agreement shall commence on the date that the Client's gaming server is online.



ARTICLE 2 THE GRANT

The License Holder hereby grants to the Client the non-exclusive right to exploit Games of Chance and Wagering Activities on the international market via service lines within the insular territory of Curaçao for a period of eleven (11) months unless the LICENSE is cancelled earlier due to the conditions set forth in the LICENSE (Appendix 1) and in Articles 8 and 11 of this Agreement and the rules, regulations and restrictions of the Government.

ARTICLE 3 PRICE AND TERMS OF PAYMENTS

- 3.1 The license fee amounts to 8,500.00 USD. Client will pay to the LH the license fee of 8,500.00 USD

PAYED AS PER AGREEMENT

The licensing fees shall be due in advance payable on the first day of issuing the license. Presently there is no use tax imposed by Curaçao (formerly the Netherlands Antilles) government for all services rendered; should that change the Client shall be responsible for any taxes imposed.

LH reserves the right to cancel the sub license at any time the licensing fees and or late fees are not paid when due.

- 3.2 Initial term of this agreement shall be eleven (11) months, unless terminated earlier in accordance with the terms of this agreement. The renegotiated annual fee, if any, shall not exceed the existing minimum annual fee by more than 10%.
- 3.3 The Client is not authorized to issue a sub license under his sub license.

ARTICLE 4

- 4.1 In accordance with the grant of non-exclusivity in Article 2 above, LH may grant any third party a non-exclusive right to exploit Games of Chance via service lines under its license during and after the term of this Agreement.
- 4.2 LH provides Client with an Information Service Provider Agreement and a copy of the LICENSE, in the Dutch language.
- 4.3 LH shall, confirm in writing to the Client that it has all the required government approvals and permits in order to operate an Online Casino, Bingo and Sportsbetting including the use of its software for such purpose.
- 4.4 LH shall obtain and maintain such approvals and permits, including an Internet Gaming License, if required, that is and subsequently become required throughout this agreement.



- 4.5 LH informs Client immediately in case a game is no longer licensed, and of any new Games permitted and of any updated versions of Games are permitted.
- 4.6 LH shall ensure that its employees and agents comply with the obligations set forth in the LICENSE, and most specifically to the requirements contained in the Articles 22, 23 and 24 of the aforementioned LICENSE. Such compliance as required pursuant to the LICENSE shall be at no additional cost to the Client.
- 4.7 Client is not allowed while under the terms of the LH to market, promote or knowingly offer their games of chance to residents of "forbidden countries" to include but not exclusive of Under this license, apart from its own diligence and legalities, the license holder is not authorized to offer its services in the territories of Aruba, Austria, Bonaire, Curaçao, France, Netherlands, Australia, UK, Spain, Saba, Statia, St Martin, USA, or any other jurisdiction that the Central Government of Curaçao (formerly the Netherlands Antilles) deems online gambling illegal or are blacklisted.. LH defines marketing as displaying the flag of the country on the site, symbols (ie windmills), or payment methods to promote directly to residents, or knowingly accepting any new customers that are residing in a country or territory where such business is banned by law. LH shall have the right to terminate this agreement under their discretion should they deem necessary to uphold these new regulations. It is the responsibility of the Client to ensure that they are abiding by local laws and Geo-Blocking all IP (Internet Protocol) addresses associated with the above "prohibited countries".

ARTICLE 5

- 5.1 Client shall familiarize itself and adhere strictly at all times with: the rules as promulgated under the Offshore Games of Chance Act Publication Bulletin 1993 no. 63 as amended, and the LICENSE with its amendments; Article 1 of the Telecommunication Facilities Act of Curaçao (formerly the Netherlands Antilles); any banking regulation now or in the future; to the obligations set forth in the LICENSE, and most specifically to the requirements contained in the Articles 3; 12; 14; 15; 16 and 17 of the aforementioned LICENSE.
- 5.2 Client, in order to remain in good standing with the Government of Curaçao (formerly Netherlands Antilles) will have to provide to LH at the time of signing of the Agreement and thereafter sufficient information acceptable to the Government of Curaçao (formerly the Netherlands Antilles) with respect to the good character, the good standing, and the good conduct of Client's management, its shareholders, its officers, and its personnel.
- 5.3 At the time of signing of the Agreement, the Client must have provided to the LH its certified extract from the Chamber of Commerce or similar institution in the country in which the Client is established.
- 5.4 Client must at all times keep accounting records in such a manner that it gives disclosure of the income, expenses and financial position of the Client.
- 5.5 Client must keep accurate, complete, legible and permanent records of all its transactions for a duration of ten (10) years.
- 5.6 Every quarter of a year the Client must provide the LH with the records of its transactions related to this Agreement.

- 5.7 Client must identify its customers prior to allowing them to open an account on its website. The identification entails receiving a picture of the customer with his entire face visible, the customer's name, contact information, proof of address including country of residence (for example a utility bill), source of funds and a certified copy of his identity card (for example passport or driver's license).
- 5.8 If doubts arise with the Client relating to the identity of its customer after the customer has been accepted and an account has been opened in his name, then the Client must re-examine the relationship with such customer to determine whether it should be terminated. The Client must inform the LH about this incertitude within one week after it has arisen.
- 5.9 Client is not allowed to open anonymous accounts or accounts in fictitious names for its customers.
- 5.10 Client must have mechanisms in place which assures that its customers can only open one account on its website.
- 5.11 Client must submit a list with the names, contact information, address including country of residence, source of funds and copy of the passports of its customers to the LH every quarter of a year.
- 5.12 Client must have mechanisms in place which assure that its customers cannot transfer or sell their accounts to another person.
- 5.13 Client must incorporate the following prohibition in its general terms & conditions: "The customer of the client is prohibited to transfer or sell their accounts to another person. This prohibition includes the transfer of any assets of value of any kind, such as however not limited to ownership of accounts, winnings, deposits, bets, rights and/or claims in connection with these assets, legal, commercial or otherwise. The prohibition on said transfers also includes however is not limited to the encumbrance, pledging, assigning, usufruct, trading, brokering, hypothecation and/or gifting in cooperation with a fiduciary or any other third party, company, natural or legal individual, foundation and/or association in any way shape or form".
- 5.14 Client must have a clearly visible link to policies on Responsible Gambling, including however not limited to policies of self-exclusion on its website.
- 5.15 Client is obliged to immediately notify an executed or intended unusual transaction¹ by its customers to the LH.
- 5.16 The notification as mentioned in article 5.14 of the Agreement contains the following information:
1. the identity of the customer;
 2. the nature and ID number of the customer;
 3. the nature, time and place of the unusual transaction;
 4. the scale, destination and origin of the funds involved in the unusual transaction;
 5. the circumstances under which the transaction is classified as unusual;

¹ Unusual transactions are defined in annex 1 to this Agreement.



- 5.17 Client must submit its compiled financial statements to the LH on a yearly base. The compiled financial statements of a past year shall be submitted no later than July 31 of the following year to the LH.
- 5.18 The LH is entitled to request a certified auditor's report of the Client's financial statements.
- 5.19 Client must inform the LH every quarter of a year on the complaints that its customers have filed with the Client, including the claims that the customers have filed against the Client.
- 5.20 Client must inform the LH every quarter of a year on the total amount of funds that its customers have on their accounts at that particular moment and the total amount of funds that the Client has available for immediate pay out at that moment. If the total amount of funds of the customers exceeds the total amount of funds that the Client has available for immediate pay out, then the Client has to make up for his deficit within 14 days after the deficit has occurred and has to send proof of such redress to the LH.
- 5.21 Client must send proof of its total available liquid assets every quarter of a year to the LH.
- 5.22 At the time of signing of the Agreement, client must inform the LH the name, address and contact information of its ultimate beneficial owner(s) and of its director(s).
- 5.23 At the time of signing of the Agreement, client must provide the LH with a certified copy of the passport along with a certified extract from the civil registry office of its ultimate beneficial owner (s) and its director(s).
- 5.24 Client must inform the LH on the resignation of one or more of its ultimate beneficial owners and on the appointment of one or more ultimate beneficial owner(s). The LH is allowed to terminate this Agreement if it disapproves of one or more of the ultimate beneficial owners of the Client.
- 5.25 Within one week after a new ultimate beneficial owner is appointed, the Client must provide the LH with the name, address, contact information of its new director(s) and a certified copy of the passport along with a certified extract from the civil registry office of its new ultimate beneficial owner.
- 5.26 Within one week after a new director is appointed, the Client must provide the LH with the name, address, contact information and a certified copy of the passport along with a certified extract from the civil registry office of its new director.
- 5.27 At the time of signing of the Agreement, client must provide the LH with its ownership and control structure.
- 5.28 Client warrants that it will have sufficient balance at all times to pay out the available balance and the realized profits of its customers.
- 5.29 If the content of the terms and conditions of the Client is in conflict with the master license of the LH and/or the law and regulations of Curacao, then the Client has to amend such provisions upon the first request of the LH.



- 5.30 Client agrees to indemnify and hold the LH harmless against any and all claims of loss or damage from the Client's customers, including claims regarding the pay out of available balances and profits.
- 5.31 Client may not use the LICENSE in any other way than to provide the possibility to directly or indirectly offer the playing of the Games and the wagering to private persons as described in the LICENSE. From time to time or upon request of the LH, the Client will inform the LH about all developments within the organization of the Client, which are, or could be of any relevance to the execution of this Agreement. The decision as to whether or not the information is adequate shall be at the sole discretion of LH. If any part of the information provided by the Client, shall be found to be incorrect or incomplete at any time, LH shall have the right to cancel any and all Agreements it may have with the Client. All reasonable expenses incurred in connection with obtaining such information shall be for the sole account of the Client.
- 5.32 During this agreement the Client is not permitted to engage in activities in any way competing with this Agreement or acquire a grant similar to the Grant of the LH above mentioned in Article 2, including Third Parties such as but not limited to other Providers all within the territory of Curaçao (formerly the Netherlands Antilles).
- 5.33 The Client shall not be able to grant any Sub-license or assign this non- exclusive right to operate certain Games of Chance on the international market by way of service lines to a third party.

ARTICLE 6 INFORMATION PROVIDER'S TAX STATUS

- 6.1 LH cannot warrant that any levies and/or taxes whatsoever will be imposed on Client , nor in the future by any entity of Curaçao (formerly the Netherlands Antilles), including but not limited to the Government of Curaçao (formerly the Netherlands Antilles) itself, Tax authorities or department(s) or other.

In case such levy, tax, fee or other payment whatsoever would become due in the future regardless of any enforcement LH has the right to pass on to the Client , any change in the amount of the fees subject to alteration due to changing Governmental policy, rules, regulations and restrictions. Client therefore, if applicable, accepts -and therefore in this very specific case Article 10 of this Agreement is not applicable-, to deposit other amounts for the annual fee resulting from this Governmental change of policy, rules, regulations and restrictions.



ARTICLE 7 RIGHT OF INSPECTION OF BOOKS AND RECORDS

- 7.1 Supervising Officials, described in the LICENSE, Articles 16 and 18 through 26, are authorized to check the way of storage, operations and installation of the equipment and programs intended for the offering of the Games of Chance via the service lines, including the testing of the operation and the equipment.

ARTICLE 8 TERMINATIONS

- 8.1 The initial term of this agreement shall be for a period of eleven (11) months from the effective date.
- 8.2 In the event a party is in default, or negligent, in the performance of its duties under this Agreement, the LICENSE or the Rules, Restrictions and Regulations set by the Government of Curaçao (formerly the Netherlands Antilles). The other party shall have the right to terminate this Agreement on thirty (30) days written notice, provided the defaulting Party was notified, in writing, of the breach or non-compliance and given no less than thirty (30) days to rectify same and come to compliance.
- 8.2.1 Client acknowledges that LH may terminate this Agreement in the event that the Government of Curaçao (formerly the Netherlands Antilles) objects against this Agreement under the rules as promulgated in the LICENSE.
- 8.2.2 LH can terminate this Agreement immediately, without prior written notice to the Client and without liability for LH, in the event:
- a. The Client requests for a moratorium of payment, or a moratorium of payment is granted to the CLIENT ("Chapter 11 ");
 - b. The Client files for a bankruptcy petition or is placed in a state of bankruptcy; obligations, which because of their nature are meant to continue after the termination, will continue after the termination (such as but not limited to: safeguarding to third party actions regarding intellectual property rights, filing of records and data, confidentiality, applicable laws and choice of jurisdiction).
 - c. The Client acts contrary to one or more provisions of the Agreement.
 - d. when the master-license of LH expires.

ARTICLE 9 CONFIDENTIALITY

- 9.1 Client will not disclose know-how, trade secrets or any information (such as but not limited to processes, formulas, and procedures) regarding the LH's organization to any third party either during the term of the Agreement or for so long thereafter as the know-how does not become public, unless prior written notice by the LH. LH agree to do the same.
- 9.2 The Client shall immediately notify LH or if LH learns that the know-how is being unlawfully used in writing.



ARTICLE 10 FORCE MAJEURE

The Parties hereto shall not be in any way responsible for failure to perform hereunder due to force majeure, which shall include, but not be limited to, fires, floods, riots, strikes, power failures, labour disputes, freight embargoes or transportation delays, acts of vendors and suppliers (such as product and service providers), concealed acts of workman, an alteration of domestic or international rules and regulations, disconnection from the service lines or any other cause, all of which shall be beyond the reasonable control of such Party. If force majeure shall occur, the affected Party shall promptly give notice thereof to the other Party, and use best efforts to cure or correct such event of force majeure. A Party hereto may, during a period of shortage or delay due to any such causes, prorate its supply in such a manner as deemed equitable in the judgment of the Party. If the event of force majeure shall continue for a period of three months, either Party shall have the right to terminate this Agreement immediately without the right for an indemnification.

ARTICLE 11 LIABILITIES

- 11.1 The Client is culpable if in deficit in his obligations regarding this Agreement is responsible and liable for all damages that occur or will occur to the LH.
- 11.2 The liability, mentioned in Article 11.1 herein does not include loss of profit. Loss of profit is debarred from liability, i.e. the Client shall not be liable to the LH for loss of profit.

ARTICLE 12 WAIVER

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

ARTICLE 13 SEVERABILITY

Should any part term or provision of this Agreement be declared by any court to be in conflict with the law or unenforceable, the validity and enforceability of the remainder of the Agreement shall not be affected thereby. In such an event the offending part-term or provision shall be deemed not to be part of this Agreement and any resulting necessary consequential amendment shall be deemed to be incorporated in this Agreement, save if it affects the marks or the LH's right to be paid fees when the Agreement may be terminated at the LH's sole election.



ARTICLE 14 NOTICES

Any notice required to be given for the purposes of this Agreement shall be given by sending the same by pre-paid First Class air-mail post, facsimile, cable or telex to, or by delivering the same by hand at, the relevant address shown in this Agreement or such other address as shall have been notified (in accordance with this Clause) by the party concerned as being its address for the purposes of this Clause. Any notice so sent by post shall be deemed to have been served five days after posting and in proving this service it shall be sufficient proof that the notice was properly addressed and stamped and put into the post. Any notice sent by cable or telex or facsimile shall be deemed to have been served on the next day following the date of dispatch thereof which is a business day of the place in which is situated the address to which the same is sent.

ARTICLE 15 APPLICABLE LAW

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

ARTICLE 16 LANGUAGE

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



ARTICLE 17 ENTIRE AGREEMENT CLAUSE

The Client acknowledges that this Agreement and these conditions contain the whole Agreement between the Parties and that there are no promises, understandings or Agreements of any kind pertaining to this contract other than stated herein.

Signed on this 07th day of August 2023

Execution by Gaming Services Provider, N.V.

SIGNED and DELIVERED
for and on behalf of
Gaming Services Provider N.V.

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Director

Execution by the 1Up Entertainment B.V.

SIGNED and DELIVERED by
1Up Entertainment B.V.

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Director