

GAMING SERVICES AGREEMENT

This Gaming Service agreement (hereinafter referred to as the “**Agreement**”) is entered into on the “**Effective Date**” (defined below).

BETWEEN: **ALEA OVERSEAS N.V.**, a private limited liability company incorporated under the laws of Curaçao with registration number 131334 and having its registered office situated at Heelsumstraat 51, E-Commerce Park, Curaçao represented herein by eMoore N.V. on behalf of its title as Director,
hereinafter referred to as “**Alea**”,

AND : **OnyxioN B.V.**, private company incorporated under the laws of Curacao with registration number 151296 and having its registered office situated at Abraham Mendez Chumaceiro Boulevard 50, Willemstad PO BOX 4750, Curaçao, represented herein by the Onise Chimakhidze in his capacity as managing director
hereinafter referred to as “**the Operator**”,

Hereinafter, Alea and the Operator are individually qualified as a “**Party**” or jointly qualified as “**Parties**”.

WHEREAS

- Alea provides services to the remote gambling industry including, without limitation, the licensing of a gaming gateway software and the (sub-)licensing of third-party developed games to B2C online gambling operators.
- The Operator is in the business of operating B2C online casino web sites and wishes to utilise the gaming software licensed by Alea to offer the games to its End-Users (defined below).
- This Agreement grants, under the terms further set out below, a license to the Operator to use the Licensed Software (defined below) for the purposes of its Business Activity (defined below) and to make the Licensed Games available to End-Users through the Web Site(s) (defined below).

NOW, THEREFORE, AND IN CONSIDERATION OF THE MUTUAL COVENANTS EXPRESSED HEREIN, THE PARTIES HEREBY AGREE THE FOLLOWING TERMS:

1 Definitions

- 1.1 In this Agreement, all capitalised terms shall have the meaning ascribed to them in the provision in which the term first appears. Additionally, the following terms, shall have the following meanings, unless otherwise expressly stated.

Business activity	Operator's activity consisting in offering the Licensed Games to End-Users on the Web Sites during the term of this Agreement.
Effective Date	The date on which the agreement becomes signed by both Parties.
End-User(s)	Customer(s) using the Licensed Games on the Operator's Web Site(s).

Games Package	Licensed Games portfolio from a specific Gaming Provider selected by the Operator, provided to the Operator by Alea through the Gaming Gateway under the terms of this Agreement and subject to the prior approval by the relevant Gaming Provider. The terms applicable to each Games Package are further detailed in the Term Sheet in Schedule 4.
Games Package Addenda	Additional terms and conditions of use applicable to the Licensed Games from certain specific Gaming Providers, imposed by such Gaming Providers to Alea and passed through by Alea to the Operator.
Gaming Gateway	Software interface operated by Alea and licensed to the Operator pursuant to this Agreement. Both the Gaming Gateway and the Licensed Games constitute the Licensed Software.
Gaming Provider(s)	Third-party software providers whose games are sub-licensed by Alea and provided through the Gaming Gateway.
Go-Live Date	The Go-Live Date is the date when the Licensed Games first become available to End-Users on the Web Site(s), as specified in Article 5.1.
Gross Gaming Revenue	The Gross Gaming Revenue is the total amount of all bets wagered minus the total amount of wins made by End-Users using the Licensed Games on the Web Sites.
Licensed Games	Gaming software developed by Gaming Providers, provided to the Operator through the use of the Gaming Gateway and offered to End-Users on the Operator's Web Site(s). The Licensed Games are grouped in Games Packages per Gaming Provider selected by the Operator. The exact list of Licensed Games included in each Game Package is notified by the Gaming Provider, through Alea, in the games release roadmap (where available) and shared by Alea with the Operator through the API. Together with the Gaming Gateway, the Licensed Games constitute the Licensed Software.
Licensed Software	Software licensed to the Operator under this Agreement, which includes the Gaming Gateway and the Licensed Games. The former being owned by Alea and the latter by the Game Provider.
Services	Services provided by Alea to the Operator under this Agreement. The Services include the licensing, use, initial set-up, testing, and maintenance of the Gaming Gateway and the sub-licensing and use of the Licensed Games thereon. Additional services may be available upon request.
Supervisory Authorities	Relevant authorities in any jurisdiction in charge of the regulation, supervision, licensing or any other public mission in relation to the Business Activity and/or to the business activity of Alea.
Restricted Territories	Any jurisdiction, country, state, province, region or other political or territorial subdivision in which the Business Activity shall not be carried out and/or where the use, offering to End-Users, development, distribution, offering for sale, selling, advertising, promotion and/or any other exploitation of the Licensed Software is prohibited by law, regulations or policies. It is the Operator's sole responsibility to assess whether the operation of its Business Activity is legal in a specific territory. The lists of Restricted Territories in Schedule 5 and, as the case



	may be, in the specific Games Package Addenda are purely indicative.
Web Site(s)	Online gaming web site(s) managed by the Operator and approved by Alea through which the Operator utilises the Licensed Games. The authorised Web Site(s) are further identified in Schedule 1.

- 1.2 Unless otherwise specified: (i) any reference to a legal or regulatory provision made under this Agreement shall be deemed a reference to such legal or regulatory provision as amended, modified and/or re-enacted by competent authorities (including Supervisory Authorities), from time to time, and to any subordinate legislation made under such legal or regulatory provision, even if the amendment, modification or re-enactment occurred after the Effective Date; (ii) references to Articles, Schedules, Addenda and/or Parties are to Articles, Schedules, Addenda and/or Parties to this Agreement, respectively; (iii) any reference to a document of this Agreement in whole or in part, is a reference to such document as from time to time supplemented, modified or amended; (iv) the singular includes the plural and vice versa, and the masculine includes the feminine and the neutral genders and vice versa; (v) a person includes natural persons, firms, partnerships, companies, corporations, associations, organizations, governments, states, governmental or state agencies, foundations and trusts (in each case whether or not having separate legal personality); and (vi) writing excludes, email, SMS and similar means of communication (except where expressly stated otherwise).
- 1.3 In this Agreement, any phrase introduced by the words "include", "including", "includes", "without limitation" and such as are to be construed as illustrative and shall not limit the sense of the words preceding those words. The Schedules form an integral part of this Agreement. The headings used in this Agreement are for convenience only and shall not be interpreted as having any legal or other meaning.

2 Agreement documents

- 2.1 This Agreement consists of:
- (i) The Gaming Services Agreement
 - (ii) Schedule 1 – Authorised Web Sites
 - (iii) Schedule 2 – Fee structure and Marketing requirements
 - (iv) Schedule 3 – Confidentiality
 - (v) Schedule 4 – Games Package Term Sheet
 - (vi) Schedule 5 – Jurisdiction specific limitations
 - (vii) Games Package Addenda (where applicable)
- 2.2 In case of discrepancy between the documents referred to above, the Games Package Addenda shall prevail over the main Gaming Services Agreement, which shall prevail over the other Schedules. Notwithstanding the generality of the foregoing, the jurisdiction specific limitations deriving from the Games Package Addenda (as the case may be) and the restrictions contained in Schedule 5 are combined and there shall be no precedence of one over the other.
- 2.3 This Agreement, the Schedules and any Addenda thereto constitute the entire Agreement between the Parties on all issues to which the Agreement relates. The contents of this Agreement, Schedules and Addenda (as the case may be) supersede all previous written or

oral commitments and undertakings. Amendments to this Agreement shall be agreed in writing and signed by both Parties.

3 Licence and Services

- 3.1 Alea hereby grants to the Operator a worldwide, non-exclusive, limited, non-licensable, non-assignable, non-transferable, terminable license over the Licensed Software to be used by the Operator solely on the Web Site(s) for the Term (defined below) and in accordance with the provisions set out in this Agreement.
- 3.2 The Operator expressly agrees and understands that the license over the Licensed Software is granted solely for the use of the Licensed Games, as part of its Business Activity, on such Web Site(s) which Alea has expressly approved in writing in Schedule 1 or in any amendment or addendum thereto.
- 3.3 The Operator agrees and accepts that Alea shall have the right, at any time during the Term, to request any documentation in relation to the Operator, the Web Site(s) or the Business Activity as Alea, may, at its absolute discretion, determine. The Operator further expressly agrees that Alea may share any information contained in such documentation with the Gaming Providers.
- 3.4 Alea will provide the Licensed Software to the Operator:
 - (i) With reasonable skill, care and expertise; and
 - (ii) In compliance with the provisions outlined in the Agreement.
- 3.5 Alea grants no rights to the Operator other than those expressly specified in this Agreement. In particular, no rights of ownership or any rights other than the right to use the Licensed Software as specified in this Agreement are granted.
- 3.6 The Operator hereby acknowledges and agrees that Alea owns solely and exclusively, or is duly licensed to use, any and all right, title and interest in and to the Licensed Software and any updates thereof, including any other modification, enhancement, adaptation, translation or other change of, or addition to such software, even if developed by Alea (or any third-party on its behalf) based on ideas, suggestions, specifications, demands or proposals by the Operator. The Operator irrevocably assigns to Alea all right, title, and interest in so far as they relate to the Licensed Software.
- 3.7 The Operator acknowledges and accepts that the Licensed Software has not been developed to meet the individual requirements of the Operator or End-Users.
- 3.8 The Operator understands and agrees that the Licensed Games are subject to third-party licensing.
- 3.9 The Licensed Games will include casino standard games, casino branded/premium games, jackpot casino games and third party developed games as offered by the Gaming Provider to Alea and shared by Alea through the API. Notwithstanding anything to the contrary, Licensed Games lists are purely indicative, and their completeness, accuracy and currency are by no means warranted. The Games Packages are evolutive and subject to changes imposed by the relevant Gaming Providers, which may occur without any obligation of prior notice. The Operator understands that not all Licensed Games provided under this Agreement may be available in all territories, languages and/or currencies which may be updated by the Gaming Provider from time to time.
- 3.10 Added Licensed Games shall be subject to the terms of the Agreement as if such Licensed Games had been set out herein on the Effective Date.



- 3.11 Alea is entitled at its discretion to cease to make available any of the Licensed Games on providing fifteen (15) days prior notice to the Operator. Notwithstanding the foregoing, Alea will not be obliged to give any notice where Alea is required by a Gaming Provider to cease making any or all Licensed Game(s) available to the Operator. In such case, Alea will not be considered to be in breach of its obligations and will incur no liability towards the Operator.
- 3.12 Nothing contained in this Agreement shall entitle the Operator to seek damages or compensation as a result of any modification, removal or change in the services offered, including the Licensed Software.
- 3.13 In addition, certain specific games, such as, for example, third party developed games from certain Gaming Providers, may require a separate approval from the Gaming Provider, passed through by Alea and will be subject to additional terms and conditions in the form of Games Package Addenda.
- 3.14 The Operator expressly agrees to be bound by the provisions arising from Alea's agreements with third-party licensors, especially Gaming Providers, and relating to the use of the Licensed Games, as communicated by Alea to the Operator from time to time and/or contained in the Games Package Addenda, where applicable.

4 Support and Maintenance

- 4.1 Alea shall provide customer service and support to the Operator in relation to the Gaming Gateway, on the following basis:
- Telephone support to Operator 24x7, available under the following number [+34 664 398 974](tel:+34664398974);
 - Online support through the web site available at <https://alea.com/contact/> and by email at client-support@alea.com from 9 am to 6 pm CET on working days (as defined Spanish labour regulations); and
 - Online training and instructions in a manner and scope agreed by the Parties.
- 4.2 Alea's support Services in relation to the Licensed Games are subject to the service levels defined in the respective third-party licensing agreement between Alea and a given Gaming Provider. A copy of the support levels can be made available to the Operator upon request.
- 4.3 The Operator remains solely responsible for making available and providing its third-party contractual partners, including without limitation, Intermediaries and/or End-Users with the adequate support with respect to the use of the Licensed Software on the Operator's Web Site(s). The Operator's support desk shall be staffed with experienced personnel who are familiar with the Licensed Software. Alea does not provide support directly to the Operator's third-party contractual partners, including without limitation, Intermediaries or End-Users.
- 4.4 Alea reserves the right to modify its support services, from time to time, at its sole discretion, after fifteen (15) days prior notice to the Operator or upon any such notice it receives from the relevant Gaming Provider in relation to a Games Package.
- 4.5 All maintenance, repairs and improvements to the Gaming Gateway are carried out by Alea at its sole discretion, but with no less than reasonable diligence. A hosting and high-performance/speed broadband connection is required for the proper operation and maintenance of the Licensed Software and will be supplied by the Operator.
- 4.6 During the Term of this Agreement, Alea shall pass on to the Operator any and all modifications, updates, upgrades and enhancements of the Licensed Games as may be provided by the Gaming Provider to Alea, with reasonable notice (where possible) in order to allow the Operator to carry out all activities required to avoid any service disruption to the End-



Users. All the modifications, updates and upgrades shall be considered part of the Licensed Software. In the event that Alea provides the Operator with such modifications, updates and upgrades, the Operator undertakes to promptly take and perform all actions required in order to successfully launch and support such changes.

- 4.7 The Operator acknowledges and agrees that Gaming Providers, from time to time, may update, modify and/or upgrade the Licensed Games in their Games Package and/or any part thereof. In such case, the rendering of access to the Licensed Games or any part thereof may be suspended by the Gaming Provider and the Operator shall have no claims and/or demands whatsoever with respect thereto. In addition, in the event that a Gaming Provider suspects fraud and/or money laundering, including sharing data and details about individuals, bank accounts, credit cards and other relevant information, such Gaming Provider may, but is not obligated to, freeze End-Users' requests pending investigation and take any and all further actions, including, without limitation, refusing End-Users' requests, restricting access to End-Users, and forfeiture or recovery of funds, without incurring any liability towards the Operator, any End-Users, Alea and/or any third party. In the event that notwithstanding the foregoing, the Operator shall for any reason be found liable with respect to any of the foregoing actions, the Operator shall promptly indemnify Alea and the Gaming Provider, through Alea, for all expenses, losses and liabilities incurred by it in connection with the foregoing.

5 Integration and acceptance testing

- 5.1 The Go-Live Date depends on the successful integration and acceptance testing of the Licensed Software by the Operator. and shall not be later than four (4) months as from the Effective Date.
- 5.2 Invoicing of the Fees shall commence as from Go-Live Date. Should the Licensed Games not be available to End-Users after the period specified in Article 5.1, Alea shall have the right to invoice a penalty of two thousand euros (2.000 EUR) per month of delay, accruing on a daily basis.

By way of example, if the Effective Date was on 01/01/2021 and the actual Go-Live only occurs on 15/04/2021, Alea shall be entitled to invoice 2.000 EUR of penalty (entire month of March) + a penalty of 1.000 EUR (15 days of the month of April) for the delay between the maximum date on which the Go Live should have occurred (01/03/2021) and the date of actual Go Live (15/04/2021).

- 5.3 Both Parties will use their best efforts to cooperate during the integration and testing process, as described in Alea's Integration Manual, available on Alea's website at <https://docs.aleaplay.com/>.
- 5.4 The Operator will integrate the Licensed Software tightly into the Web Site(s), using full functionality of the available APIs, such that it will appear as an integral part of the Web Site(s) to the End-Users. The Operator is responsible to ensure that the integration of the Licensed Software is conducted in accordance with the integration manual. The Operator acknowledges Alea's right to update APIs and agrees to promptly comply with updated APIs.

6 Operator's obligations

- 6.1 The Operator agrees to:
- (i) Strictly comply with all the provisions of the Agreement, especially including, but not limited to, the provisions applicable to advertising, territorial restrictions (Schedule 5 and the Games Package Addenda, where applicable), legal and regulatory requirements;

- (ii) Exercise its rights and perform its obligations under the Agreement in accordance with any and all applicable laws, regulatory requirements and policies of all relevant jurisdictions in which it carries out the Business Activity;
- (iii) Hold, maintain and comply with all the necessary licences, certificates, authorisations and consents required under the laws of all relevant jurisdictions for the conduct of its Business Activity;
- (iv) Offer, integrate, advertise, promote and make the Licensed Games available to End-Users;
- (v) Ensure that the Licensed Games are not made available in any Restricted Territory and that no real money bet is accepted on the Web Site(s) from any End-User:
 - (a) who, at the time of making the bet, is located within any of the Restricted Territories or any territory in which it is contrary to any applicable law to take such bets;
 - (b) who is domiciled within any of the Restricted Territories or any territory in which it is contrary to any applicable law to take such bets; or
 - (c) who is otherwise restricted;
- (vi) Ensure the protection of young and vulnerable people in accordance with all applicable laws on the Web Site(s);
- (vii) Prevent, through suitable systems and procedures, any use of the Licensed Software by End-Users located within any of the Restricted Territories or more generally any use that would be in breach of any applicable legal, regulatory or contractual condition;
- (viii) Ensure that any operational database will be physically based on operational servers outside the Restricted Territories;
- (ix) Ensure that transactions will be generated from sources based outside the Restricted Territories; and
- (x) Refrain itself and prevent third-parties from engaging in any illegal or unethical business practices, including but not limited to money laundering activities, financing of terrorism, fraud, theft of player database, etc.;
- (xi) Have in place suitable systems and procedures to prevent fraud, money laundering or financing of terrorism related directly or indirectly to the Licensed Software;
- (xii) Update the due diligence documentation provided to Alea and communicate to Alea any changes in the control of the Operator within fifteen (15) days from the occurrence of such change. Alea may request the Operator to present to it additional due diligence documentation, from time to time. In such case, the Operator undertakes to provide Alea with such documentation within five (5) days of receiving such request. The failure to present Alea with the requested documentation may result in the suspension or termination of this Agreement by Alea or the suspension or termination of the provision of any Games Package, without prejudice to any other right that Alea may have in terms of this Agreement and in terms of the law;
- (xiii) At all times, make any applicable game rules and other terms and conditions available to End-Users in a clear, visible and comprehensible manner.
- (xiv) On the Web Site(s), adopt and display terms of use which shall regulate its relationship with each End-User with respect to the Licensed Software (the "**EULA**"). The EULA shall contain provisions which exclude the Gaming Provider's, Alea's and their associates, affiliates, parents and subsidiary corporations from all liabilities related to the End-User's use of the Licensed Software. The EULA shall be provided in a format that the End-Users may download onto their hard disk. The Operator shall require all End-Users to either accept or reject the terms and conditions of the EULA by means of a point and click mechanism or other mechanism acceptable to Alea prior to the use of the Licensed Software and, in the event a End-User rejects the EULA, such End-User shall not be permitted to use the Licensed Software at any time and shall be completely blocked by the Operator from such use. The Operator agrees that the mechanism used to require End-Users to accept or reject the EULA shall be in a form which

will record and store all End-Users' acceptance of the EULA for future reference. The Operator shall also ensure that the EULA complies with the material requirements, if any, of the jurisdiction(s) which has/have issued the Operator's online gaming license(s).

6.2 Without prejudice to any of the above, the Operator will not, and ensures that any Intermediary (defined below in Article 6.3) or End-User will not:

- (i) Copy, modify, distribute, redistribute, sell, lease, assign, transfer, trade, rent, sub-license or publish the Licensed Software, whether in full or in part, to any third-party; or
- (ii) Download or make any copies of the Licensed Software; or
- (iii) Disassemble, reverse engineer, decompile or attempt or allow any other person to disassemble, reverse engineer or decompile any copies of the Licensed Software, whether in part or in full or use the Licensed Software to design software with similar or competitive functionality; or generally
- (iv) Use the Licensed Software for any purpose except in the course of the Business Activity and/or use the Licensed Software in any manner which could be reasonably deemed to be detrimental to Alea or a Gaming Provider.

6.3 Alea agrees that the Operator may enter into agreements with third-parties which shall act as intermediaries, white-labels or skins (hereinafter the **"Intermediary"**) of the Operator if expressly authorised in writing by Alea. The Operator agrees and accepts that Alea shall have the right to request any documentation on the said Intermediary as Alea, may, at its absolute discretion, determine. Alea undertakes best endeavours to reply to a written request by the Operator for authorisation of an Intermediary in no more than fifteen (15) days. In relation to the Licensed Software, the Operator agrees to cooperate only with Intermediaries with a proven track record. The Operator will impose on any Intermediary all applicable restrictions and obligations deriving from this Agreement.

7 Legal and regulatory requirements

7.1 The Parties acknowledge and agree that the upholding of the software gaming licenses is of utmost importance for Alea and the Gaming Providers respectively, and for the provision of the Services hereunder. In addition, Alea and the Gaming Providers are highly dependent on trust from their customers and value their reputation in the market. Further, Alea and the Gaming Providers are subject to regulatory requirements from Supervisory Authorities. The Operator shall therefore adhere to certain principles and requirements are set out below:

7.2 The Operator shall not engage in any act or omission which will adversely affect Alea's and/or the Gaming Providers' reputation and or their compliance with law or regulatory requirements, irrespective of whether in relation to this Agreement, any gaming license or otherwise.

7.3 The Operator shall at all times hold a current valid gaming license in the jurisdiction where the Operator conducts its Business Activity. The Operator shall perform its obligations hereunder in accordance with regulatory requirements and applicable laws. In case of changes to the regulatory requirements or applicable laws applying to Alea and/or the Gaming Providers (with regard to the gaming license or otherwise) after the Effective Date, the Services and/or marketing requirements (detailed in Schedule 2) shall be changed accordingly. The Operator will not be entitled to compensation for any change resulting out of a change of regulatory requirement or change of applicable law.

7.4 The Parties will ensure their own compliance with applicable laws and regulatory requirements in performing their obligations under this Agreement. The Operator acknowledges that it may

itself become directly subject to regulatory requirements or other legal requirements in other jurisdictions than where it is incorporated. In such cases, the Operator will obtain all relevant approvals or authorisations (if any) from the relevant Supervisory Authorities without any cost implications for Alea and/or the Gaming Providers.

- 7.5 Alea has no obligation to notify the Operator if Alea becomes aware of changes in regulatory requirements, which the Operator is directly subject to and which affect the Business Activity.
- 7.6 The Operator shall deal with all Supervisory Authorities or other public authorities in an open and cooperative fashion, whether or not such authorities are supervising the Operator, Alea or a Gaming Provider, and whether or not such authorities are based in another jurisdiction than the Operator. All requests or enquiries from Supervisory Authorities regarding the Services or otherwise directly or indirectly related to Alea's and/or the Gaming Providers' business shall be directed to Alea without any undue delay. All information sent and contact made by the Operator to Supervisory Authorities, in relation to the Agreement and/or the Services, shall be approved by Alea in advance.
- 7.7 For the avoidance of doubt, non-compliance by the Operator with the provisions set out in this Article 7 shall constitute a breach of the Operator's obligations under this Agreement.

8 Fees

- 8.1 **Platform Fee** - The Platform Fee is expressly waived.
- 8.2 **Licensed Games Fee** - For the use of the Licensed Games, the Operator shall pay to Alea a fixed percentage of the Gross Gaming Revenues. The percentage varies depending on the type of Licensed Game within the Games Package and on the Gaming Provider selected, as specified in the Term Sheet in Schedule 4 and in the Games Package Addenda, as the case may be.
- 8.3 **Revision** – The Operator agrees and accepts that Alea has the right, at its sole discretion to revise the applicable Fees, from time to time, by giving thirty (30) days prior written notice to the Operator. In such case, the Operator shall have the option to terminate this Agreement by giving written notice to this effect to Alea within thirty (30) days of receiving written notification from Alea.
- 8.4 **Invoicing and payment** – Alea shall invoice the Operator the Fees on a monthly basis. The Operator agrees to pay the invoices within fifteen (15) days of the receipt of the invoice. All payments under this Agreement are to be made in EUR.
- 8.5 **Payment default** – Should the Operator fail to make any payment in full of any amounts due under this Agreement on their due date, then, without limiting any of Alea's other rights and remedies available under applicable law or this Agreement, Alea may immediately and without giving any notice to the Operator, suspend the rights and Services granted to the Operator and/ or terminate this Agreement, without any liability on its part. In addition, a late payment interest at the rate of eight percent (8%) per annum, shall be charged on all amounts due and outstanding, accruing on a daily basis from the due date until the date of actual full and complete payment, whether before or after judgment, and compounded monthly.
- 8.6 **Audit** – Alea and/or any Gaming Provider may, at any time during the License Term and for three (3) years thereafter, on reasonable notice to the Operator:
- a. **Inspection**
1. Inspect, either in person or by means of remote access, the Operator's Web Site, , or which Alea reasonably believes it might be installed; in connection herewith, the Operator undertakes to ensure that Alea and/or the relevant Gaming Provider shall have

remote access to conduct its inspections, as reasonably required by Alea and/or the Gaming Provider; and

2. Inspect and audit the Operator's books, accounting records, facilities or procedures in order to verify that the Operator's use of the Licensed Software is in accordance with this Agreement and that reports, and payments have been made in compliance with the provisions of this Agreement.

For the purposes of this Article 8.6, it is expressly agreed and understood between that any inspection and auditing rights of a given Gaming Provider shall be limited to such facilities, documents and records relating to the Licensed Games of the Gaming Provider conducting the audit or inspection.

b. Costs

Any such inspection or audit shall be at the cost of Alea and/or the relevant Gaming Provider. However, should Alea and/or a Gaming Provider thereby discover any errors, omissions or other non-compliance with the provisions of this Agreement by the Operator and detrimental to Alea and/or the Gaming Provider, then, without prejudice to any other rights which Alea and/or the Gaming Provider, through Alea, may have in respect of such errors, omissions or non-compliances, the Operator agrees to cover the costs of the audit or inspection and to immediately pay to Alea the relevant outstanding Fees plus an additional penalty of twenty-five (25%) percent of the applicable unpaid Fees, for the period so audited as liquidated damages.

9 Liability and warranties

- 9.1 The Operator will be held directly liable for any of its acts or omissions performed under and/or in breach of this Agreement, including any acts or omissions by any of its Intermediaries or End-Users in breach of this Agreement.
- 9.2 The Operator is exclusively responsible for all activities, liabilities and costs relating to the Business Activity. The Operator is responsible for the day-to-day operational activities relating to the Business Activity, including but not limited to, marketing, customer support, player identification, AML and fraud screening, payment management, etc. It is understood that the Operator is solely responsible for setting up a payment solution enabling the transfer of funds and data via the Licensed Software and is thereby also solely responsible for any and all payments to End-Users.
- 9.3 Notwithstanding the generality of the above, the Operator agrees and understands that he is in particular responsible for any use of the Licensed Software, including without limitation:
 - a. any costs, obligations and liabilities associated with the use and distribution of the Licensed Games to End-Users;
 - b. any monies payable to or receivable from any End-User in respect of that End-User's utilisation of the Licensed Games;
 - c. any fault, error or malfunction in the Licensed Software (or any part thereof) caused by or attributable to any failure or error in any hardware or software of the Operator or any Intermediary, which results in monies being paid out incorrectly to End-Users as winnings (whether the amount of winnings is incorrect, or winnings are paid when not in fact due).
 - d. any term or condition in any agreement between the Operator and/or an Intermediary and/or an End-User inconsistent with the Agreement;

- e. any claim brought against Alea and/or the Gaming Provider by any End-User, Intermediary, Supervisory Authority or other third-party, save for where directly caused by Alea's breach of the Agreement.
- 9.4 The Operator agrees to defend, hold harmless, and indemnify Alea from and against all claims, costs, damages and liabilities, including any payment due to the End-Users and/or Intermediaries, arising from the performance or related to a breach of this Agreement.
- 9.5 The Operator further acknowledges and agrees that:
 - a. Alea does not warrant that the Licensed Software will be uninterrupted or error-free or will be protected against viruses or any network intrusion or security breach;
 - b. The Licensed Software is provided on an "AS IS" basis, without any warranty of any kind including, without limitation, any implied warranty of merchantability or fitness for a particular purpose or any warranty of any results of use, quality, effectiveness, completeness and/or accuracy;
 - c. Notwithstanding anything to the contrary in this Agreement, Alea will not be liable for any defect to the extent it results from any of these points:
 - Use of the Licensed Software otherwise than in accordance with the Agreement, instructions, and/or any contractual restrictions,
 - Modification, customisation, implementation, installation, alteration or enhancement of the Licensed Software not explicitly authorised in writing and in advance by Alea;
 - Failure of electric power or environmental control systems, or
 - Failure of hardware or software not supplied by Alea.
- 9.6 Alea will have no liability to the extent the failures are caused or contributed to by the Operator's breach or failure to comply with the Agreement.
- 9.7 The Operator understands that the Licensed Software is subject to third-party licensing from the Gaming Providers. Any and all representations or warranties relating to intellectual property right infringements and/or errors or malfunctions in the Licensed Software are subject to Alea's agreements with the relevant Gaming Providers. Alea shall pass through to the Operator any and all warranties it receives from the Gaming Providers in relation to the Licensed Games. Notwithstanding the foregoing, the Operator acknowledges and agrees that it has no right of action against any Gaming Provider and any action it may wish to bring in relation to the Licensed Games shall be through Alea as its contracting counterparty.
- 9.8 The Operator shall co-operate with Alea and the Gaming Providers in all matters relating to the Licensed Software and provide all reasonably required data and access (including where required for a Gaming Provider to fulfil its legal and regulatory obligations).
- 9.9 Alea warrants that:
 - (i) It is the proprietor of all rights, licenses, authorisations, and permits to license, market, promote, advertise, use and offer the Licensed Software worldwide, except for the Restricted Jurisdictions;
 - (ii) It has the right to license the Licensed Software to the Operator in accordance with this Agreement.
 - (iii) To Alea's best knowledge, the Licensed Software does not infringe the copyright or trademark of any third-party;

(iv) If a claim is being made against the Operator that the intellectual property rights in relation to the Licensed Software have been breached, provided that the Operator promptly notified Alea in writing of such claim and collaborated with Alea throughout the process, Alea – at its sole option and expense – shall have to:

1. Use its best efforts to procure for the Operator the right to continue using the Licensed Software,
2. Request the relevant Gaming Providers to modify the Licensed Software so that it becomes non-infringing, or
3. Use its best efforts to procure a replacement product that has substantially the same functionality.

9.10 Except as provided in Article 10 hereunder (**Erroneous Winnings**), 10.1 in the event of any breach of Alea's obligations under this Agreement (whether by reason of defects or otherwise) the Operator's sole remedy and Alea's only obligation and liability to the Operator will be for Alea to replace or repair, or, as the case may be, request the Gaming Provider to replace or repair, the Licensed Games in question.

9.11 Save as set out in this Agreement, all other warranties, conditions and other terms whether express or implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement by Alea towards the Operator, End-Users, Intermediaries and/or any other person claiming through or on behalf of the Operator. THE WARRANTIES PROVIDED BY ALEA AS SET FORTH IN THIS ARTICLE 9 ARE THE SOLE AND EXCLUSIVE WARRANTIES PERTAINING TO THE LICENSED SOFTWARE AND RIGHTS LICENSED HEREUNDER AND NO OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE GRANTED BY ALEA.

10 Erroneous Winnings and Big Win Notification process

10.1 For the purposes of this Article 10, "**Erroneous Winning(s)**" means a payment to an End-User of winnings as a result of a malfunction of a Licensed Game, and solely to the extent determined in accordance with the "**Big Win Notification process**" (as defined below).

10.2 "**Big Win**" means a winning, award, credit or any other advantage notified to an End-User resulting from the use of a Licensed Game which either exceeds the amount of ten thousand euros (10.000 EUR) or a single win or a series of winnings that, acting reasonably, would identify an unregular gambling pattern or, be deemed to be due to a defect or error in a Licensed Game which may result in an Erroneous Winning.

10.3 The Operator shall notify to Alea any Big Win immediately, through the back-office of the Gaming gateway where possible, upon the Operator's discovery thereof (but no later than one (1) business day after such discovery) and prior to any payment to an End-User of such Big Win, in order for the Operator to determine, in cooperation with the relevant Gaming Provider, whether the Big Win reported is due to a malfunction in a Licensed Game, and has resulted in the award of Erroneous Winnings ("**Big Win Notification**").

10.4 Within five (5) business days as from the receipt of a Big Win Notification, the Operator shall receive through Alea, where possible, in the back-office of the Gaming Gateway, a confirmation whether or not the Big Win was a result of an Erroneous Winning and be provided with the Gaming Provider's approval or disapproval of any payment of the Big Win to the End-User (the "**Approval**" or "**Disapproval**", respectively).

10.5 Notwithstanding the foregoing, neither the Gaming Provider, nor Alea, shall be liable for any such Erroneous Winning to the extent that: (i) the Operator has failed to inform Alea and the

Gaming Provider, through Alea, of any suspected defect or error which may result in such Erroneous Winning upon becoming aware of such defect and/or error; (ii) the Operator has failed to mitigate its losses, including without limitation, by including applicable provisions in its terms and conditions towards its End-Users; or (iii) the Operator has failed to inform Alea and the Gaming Provider, through Alea, of any such Erroneous Winning, suspected defect or error which may result in such erroneous payment upon becoming aware of such defect and/or error.

- 10.6 The Operator expressly agrees and understands that the Gaming Provider's total aggregate liability for game errors are as passed through by Alea to the Operator, subject to Alea's agreement with the respective Gaming Provider.
- 10.7 Notwithstanding the foregoing, Alea and/or a Gaming Provider shall not be liable for any payment of Erroneous Winnings to the extent that (i) such funds have been withdrawn by the End-User from its account and were accessible to the Operator upon the Operator becoming aware of the Erroneous Winning; or (ii) the Operator could have, using all reasonable endeavours, prevented such erroneous payment or mitigated its losses including, without limitation, through adequate provisions in the Operator's terms and conditions; or (iii) the Operator has failed to timely provide Alea with a Big Win Notification.
- 10.8 Notwithstanding anything herein, in the event of an actual Erroneous Winning or where either Party believes that an Erroneous Winning may have occurred, the Operator shall mitigate its losses, including (to the extent possible) by suspending or removing from play any such Licensed Game immediately after either Party becomes aware of, or is notified of, any suspected or actual malfunction.
- 10.9 Nothing in this Article 10 shall be deemed to limit any Party's or the Gaming Provider's right to pursue any other remedy it may have in connection hereof, either in contract, law and/or equity.

11 Limitation of liability

- 11.1 Alea will not, in any circumstances, have any liability for any losses which may be suffered by the Operator (or any person claiming under or through the Operator), whether the same arise in contract, tort (including negligence) or otherwise howsoever, which fall within any of the following categories:
- Loss of profits,
 - Loss of anticipated savings,
 - Loss of business opportunity,
 - Loss of use,
 - Loss of goodwill or any reputational damage,
 - Loss or corruption of data, or
 - Any special, indirect or consequential loss (even if such Party was aware of the circumstances in which such special, indirect or consequential loss could arise).
- 11.2 Subject to this Article 11, the total aggregate liability of Alea, whether in contract, tort (including negligence) or otherwise and whether in connection with this Agreement or for any related cause, will be limited to the actual damage incurred by the Operator and will in no circumstances exceed a sum equal to the total Fees, Alea received from the Operator, in the six (6) months preceding the date on which the claim arose or the total amount of fifty thousand euros (50.000 EUR), whichever is more.
- 11.3 The exclusions in this Article 11 will apply to the fullest extent permissible at law, but nothing in this Agreement shall exclude liability for:

- Death or personal injury caused by a Party's own negligence or that of its officers, employees, contractors, Intermediaries, End-Users or agents,
- A Party's fraud or fraudulent misinterpretation, or
- The Operator's liability towards Alea arising out of or in connection with a breach of its regulatory compliance obligations, including, without limitation a breach of its obligations under Articles 6.1, 6.2, 7 and 13, or
- Any other liability which may not be excluded by law.

12 Term and Termination

- 12.1 This Agreement enters into force on the Effective Date and remains in effect for an undetermined period, unless it is terminated by mutual agreement or in accordance with the terms of this Article 12.
- 12.2 Either of the Parties may terminate this Agreement by giving the other Party at least Four (4) months prior notice in writing.
- 12.3 Without prejudice to any other rights or remedies available under this Agreement or under applicable law, the Parties have the right, at any time, to terminate this Agreement by written notice to the other Party and without further formality upon:
- a. A breach by any Party in the performance of the provisions of this Agreement, provided such breach is not cured within thirty (30) calendar days following receipt by the defaulting Party of a written notice from the non-defaulting Party to remedy such breach;
 - b. The insolvency of any Party;
 - c. The execution of an assignment by any Party for the benefit of its creditors;
 - d. The dissolution, winding up or cessation of business, receivership, bankruptcy or similar proceedings in relation to a Party.
- 12.4 Alea may immediately terminate this Agreement, in full or in part upon, giving written notice to the Operator, if:
- a. The Operator, Intermediary or any End-User uses, or attempts to use, the Licensed Software in any manner or form that is illegal, or that it is reasonably likely, in the sole opinion of Alea, to bring the Licensed Software or Gaming Providers into disrepute, or have a material adverse effect on the goodwill of Alea and/or the Gaming Providers;
 - b. In the event the Operator fails to pay any of the Fees when due after issuance of a written reminder by Alea to the Operator at least seven (7) days prior to the termination being effective.
 - c. Any license agreement relating to the Licensed Software entered into with a third-party licensor, including Gaming Providers, terminates for any reason whatsoever.
- 12.5 In the event of termination 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.
- 12.6 Upon termination for any reason, Alea will terminate access to the Licensed Software on the Web Site(s) and the Operator will, within three (3) days of such expiration or termination, remove and cease any and all use of the Licensed Software. The Operator must promptly return to Alea all of the documentation of the Licensed Software and all intellectual property

rights licensed, supplied or delivered by Alea to the Operator pursuant to this Agreement and all copies of the whole or any part of the Licensed Software, must be returned, or if requested by Alea, destroyed.

- 12.7 The provisions of Schedule 3 (**Confidentiality**), Article 11 (**Limitation of liability**) and Article 14.6 (**Governing law and jurisdiction**) shall survive the termination of the Agreement.

13 Intellectual Property Rights

- 13.1 The Operator or any of its Intermediaries or End-Users will have no intellectual property rights in the Licensed Software.
- 13.2 This Agreement will not operate as an assignment to either Party of any copyright, database right, registered design, trademark or other proprietary right (intellectual property right or otherwise) belonging to the other Party and each Party will retain the ownership of or other interest in any such copyright, registered design, trademark or other proprietary or intellectual property right to which that Party may be entitled.
- 13.3 Neither Party will use the trademark, marks and logos of the other Party except as expressly provided herein or in any manner likely to negate, impair or dilute any of the rights of the other Party, nor use the trademark, marks or logos in any manner likely to affect the validity or distinctiveness of such marks.
- 13.4 The Operator shall promptly bring to the attention of Alea any information it shall have regarding the improper or wrongful use of the Licensed Software, or Alea's and/or Gaming Provider's name, logo or other intellectual property rights, or any information which is or may be material in relation to the support of the Licensed Software. The Operator will use reasonable endeavours to prevent any infringement of the intellectual property rights in the Licensed Software.
- 13.5 The Operator will further take all such steps as Alea may reasonably require assisting Alea and/or the Gaming Provider in maintaining the validity and enforceability of their respective intellectual property rights.
- 13.6 THE OPERATOR UNDERSTANDS AND ACCEPTS THAT ANY USE OR DISCLOSURE OF THE LICENSED SOFTWARE, OR OF ITS ALGORITHMS, PROTOCOLS OR INTERFACES, OTHER THAN IN STRICT ACCORDANCE WITH THIS AGREEMENT, SHALL BE A VIOLATION OF ALEA'S, GAMING PROVIDER'S OR OTHER THIRD-PARTIES', AS THE CASE MAY BE, COPYRIGHT, PATENT, TRADE SECRET OR OTHER RIGHTS AND MAY BE SUBJECT TO CIVIL AND/OR CRIMINAL ACTION IN MULTIPLE JURISDICTIONS.

14 General

Notices – All notices to be given by either Party under this Agreement are made in writing and sent to the following addresses:

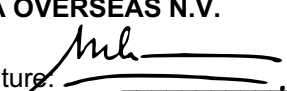
	ALEA	OPERATOR
Contact person:	Games Manager	Business Development Manager
Address:	eMoore N.V. Heelsumstraat 51, E-Commerce Park, Curaçao	Abraham Mendez Chumaceiro Boulevard 50, Willemstad PO BOX 4750, Curaçao
Email:	account-management@alea.com	george@upgaming.com

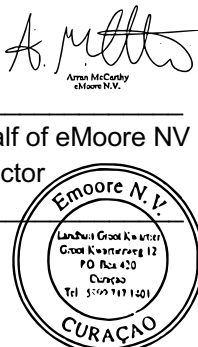
- 14.1 **Force majeure** – Neither Party will be liable to the other in respect of anything which, apart from this provision, may constitute a breach of this Agreement arising by reason of force majeure, namely circumstances beyond the control of either Party which shall include (without limitation) acts of God, perils of the sea or air, fire, flood, drought, explosion, sabotage, accident, embargo, riot, civil commotion or civil authority, including acts of local government and parliamentary authority.
- 14.2 **Assignment** – The Operator may not assign this Agreement, by operation of law or otherwise. Alea may assign or sub-contract this Agreement by notice in writing to the Operator.
- 14.3 **Relationship of the Parties** – Nothing contained in this Agreement, nor any action taken by any Party to this Agreement, can be deemed to constitute either Party, or any of such Party's employees, agents, or representatives, an employee, or legal representative of the other Party, nor create any partnership, joint venture, or association among or between the Parties, nor confer on either Party any express or implied right, power or authority to enter into any agreement or commitment on behalf of, nor impose any obligation upon, the other Party.
- 14.4 **Severability** – Whenever possible, each provision of this Agreement must be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, such provision will be ineffective only to the extent of such invalidity, or unenforceability, without invalidating the remainder of this Agreement.
- 14.5 **No waiver** – No waiver will be implied from conduct or failure to enforce any rights. Waivers must be given in writing to be effective.
- 14.6 **Governing law and jurisdiction** - The Agreement shall be governed and construed in accordance with the laws of Curacao and both Parties warrant to comply with the laws of Curaçao. Any dispute, controversy or claim deriving from or in conjunction with this Agreement, or a breach, termination or invalidity thereof, shall be exclusively settled by the courts of law in Curaçao.
- 14.7 **Amendments** – Amendments to this Agreement must be agreed in writing and signed by both Parties.

The Agreement and all of its five Schedules has been executed in two (2) original counterparts of which each of the Parties has received one.

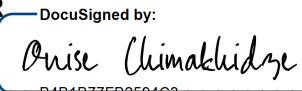
EXECUTED

Signed for and on behalf of
ALEA OVERSEAS N.V.

Signature: 
Name: _____ on behalf of eMoore NV
Title: Managing Director
Date: _____



Signed for and on behalf of
THE OPERATOR

DocuSigned by:

Signature: _____
Name: Onise Chimakhidze
Title: Managing director
Date: 1/14/2022

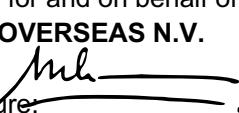
Schedule 1
Authorised Web Sites

For the purposes of the Agreement, the following online gaming web site(s) managed by the Operator have been approved by Alea for the use of the Licensed Software. The list below may be amended by the Parties from time to time.

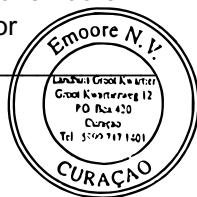
Mystake: <https://mystake.com/en>

Rolletto: <https://rolletto.com/en>

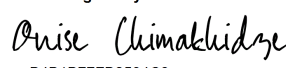
Signed for and on behalf of
ALEA OVERSEAS N.V.

Signature: 
Name: _____ on behalf of eMoore NV
Title: Managing Director
Date: _____


Aron McCoskey
eMoore N.V.



Signed for and on behalf of
THE OPERATOR

DocuSigned by:
Signature: 
Name: Onise Chimakhidze
Title: Managing director
Date: 1/14/2022



Schedule 2
Marketing requirements

1. The Operator agrees to comply with any and all marketing requirements imposed by the specific Gaming Providers and passed on separately by Alea to the Operator from time to time, as required by the relevant Gaming Provider.
2. The Operator agrees not to make any announcements or press releases with regard to this Agreement or the Operator's relationship with Alea and/or any Gaming Provider without the prior written consent of Alea.
3. Violation of this provision by the Operator will constitute grounds for immediate termination of this Agreement by Alea without notice, without liability on its part and without prejudice to any of its other rights arising in terms of this Agreement and at law.
4. The Operator will use its best efforts to proactively market the Licensed Games through the Web Site and any additional relevant media.
5. Marketing will start no later than 3 days after the Go-Live Date and continue regularly until termination of the Agreement.
6. Additional marketing requirements may be set out in the Games Package Addenda.
7. The Operator warrants, represents and undertakes to Alea that any promotions or advertisements offered by it as part of, or in connection with, the Licensed Software comply with all applicable law, codes of practice and regulations including any regulation or code of practice relating to advertising.

Signed for and on behalf of
ALEA OVERSEAS N.V.

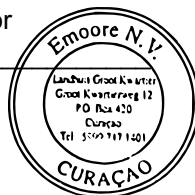
Signature: _____

Name: _____ on behalf of eMoore NV

Title: Managing Director

Date: _____

A. McCarthy
Arian McCarthy
eMoore N.V.



Signed for and on behalf of
THE OPERATOR

Signature: _____

Name: Onise Chimakhidze

Title: Managing director

Date: 1/14/2022

DocuSigned by:

Onise Chimakhidze

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Schedule 3
Confidentiality

1. For the purposes of the Agreement, "Confidential Information" means any information which is confidential by nature including but not limited to:
 - a. Any and all information concerning the Parties, their technology and their related End-Users/licensors/Intermediaries and/or other services providers, including but not limited to any information such as trade secrets, correspondences, notes, reports and data relating to their business, their strategic and business planning, information regarding their current or future products or services, information regarding the Parties contracts with third-parties;
 - b. All drawings, formulae, specifications, books, software, manuals, daily reports, minutes of meetings, journals and accounts, business, trade and manufacturing secrets, oral or written data, whether concerning the business, methods, processes, techniques, products or equipment of the Parties or related Players, licensors, Intermediaries or other services providers, their parent company, subsidiaries, branch offices.
2. The Parties acknowledge that in the course of carrying out, performing and fulfilling their obligations under the Agreement, they will have access to, will create and will be entrusted with Confidential Information the disclosure of any of which to competitors of the Parties or any third-party or to the general public, would be highly detrimental to the interests of the Parties and/or and their related End-Users/ licensors /Intermediaries and other services providers.
3. Except for any prior specific authorisation by the other Party, the Parties undertake to keep strictly confidential all Confidential Information and not to divulge to any person or entity or to use for their own purposes all or part of the Confidential Information, both for the duration of this Agreement and afterwards for a period of five (5) years, except as may be required in the course of carrying out their duties under this Agreement, or as required by order of a court having competent Jurisdiction, or of a competent Authority.
4. Confidential Information shall only be kept at the Parties' offices or in computers of the Parties. The Parties shall take all reasonable measures to ensure the confidentiality and security of the Confidential Information, especially where such Confidential Information is located in computers of Alea.
5. The Parties further agree to restrict the disclosure of Confidential Information solely to those of their employees, consultants or Intermediaries with a need to know, and will advise in writing those of their employees, consultants or Intermediaries to whom the Confidential Information is disclosed of their obligations under this Agreement with respect to the Confidential Information. The Parties shall be responsible and liable for any breach of confidentiality.
6. The provisions of Schedule 3 shall not apply to any information which:
 - a. Was in the public domain prior to the date of coming into force of the Agreement or entered the public domain after that date through no wrongful act or default of the receiving Party;
 - b. Becomes publicly known by publication or otherwise ceases to be secret or confidential through no act or omission of the receiving Party;
 - c. Is already known to or in the possession of the receiving Party free of any obligation to keep it confidential at the time of disclosure, as shall be demonstrated in writing by the receiving Party;
 - d. Is acquired without a confidentiality undertaking by either Party from a third-party who was not under an obligation to the disclosing Party not to disclose such information;
 - e. Has been approved for release by prior written authorization of the disclosing Party;

- f. Has been disclosed pursuant to a duty under applicable law, provided however, that in such an event, as soon as practical after receiving the order or requirement of a court, administrative agency, Supervisory Authority or other governmental body, the receiving Party will give the disclosing Party a written notice of such order or requirement and in any event such notice will be prior to the disclosure of such information;
- g. The receiving Party can demonstrate in writing that it was developed by the receiving Party completely independently of, and without use or reference to, the information disclosed by the disclosing Party.
7. The Parties agree to return all Confidential Information made available hereunder, including copies thereof, to the disclosing Party or to destroy all Confidential Information at the termination of the Agreement for any reason whatsoever or upon reasonably justified written request of the disclosing Party.

Signed for and on behalf of
ALEA OVERSEAS N.V.

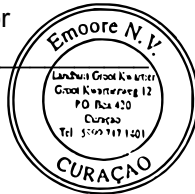
Signature: _____

Name: _____ on behalf of eMoore NV

Title: Managing Director

Date: _____

A. M. M. M.
Arian McCunby
eMoore N.V.



Signed for and on behalf of

THE OPERATOR

DocuSigned by:

Signature: _____

Name: _____

Title: _____

Date: _____

Onise Chimakhidze

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Onise Chimakhidze

Managing director

1/14/2022

Schedule 4 - Licensed Games Term Sheet per Gaming Provider**1 Definitions and interpretation**

- 1.1 For the purposes of this Schedule 4, the following abbreviations shall have the following meaning:
- (i) **"GGR"** shall refer to the Gross Gaming Revenue, as defined in the Agreement. Where the rate is expressed as a percentage of GGR, the Fees to be paid monthly by the Operator to Alea for the use of the corresponding Games Package, the Licensed Software and services are based on a fixed percentage of the Operator's Gross Gaming Revenues per calendar month generated out of the use of the corresponding games Package on the Web Sites, as specified in the table below. In the event that the calculation of Gross Gaming Revenues for any Licensed Game (whether standard or branded) is a negative number, the revenue share attributed to each such aforementioned revenue will be zero. For the avoidance of doubt, it is clarified that the negative amounts will not be carried forward to the revenue calculation in the following month or set off against any other Fee.
 - (ii) **"MMF"** shall refer to the Minimum Monthly Fees in relation to the applicable Games Package. It is agreed between the Parties that where the total amount of Gross Gaming Revenues in relation to a specific Games Package in a given month is lower than the Minimum Monthly Fees, the Operator shall pay to Alea the Minimum Monthly Fees detailed in the table below as a consideration for the use of the corresponding Games Package in that month;
 - (iii) **"SF"** shall designate the set-up fee for the initial set-up of the Games Package from the corresponding Gaming Provider;

2 Games Package Terms and conditions

2.1 Platform Fee:

The platform fee is considered waived for this Agreement

2.2 Set-up Fee:

The set-up fee is considered waived for this Agreement.

2.3 Minimum Monthly Fee:

Minimum Monthly Fee is considered waived for this Agreement

2.4 Licensed Games Fees - Gaming Provider Revenue Share:

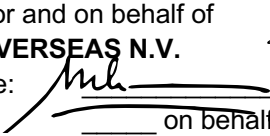
Software	Game Category	GGR
2 by 2		11.00%
4 The Player		12.00%
Amatic		14.00%
BB Games		11.00%
BetSoft		11.00%
Big Time Gaming		
	Basic	13.00%
	Branded	15.00%
Booming		12.00%
Booongo		10.00%
Bulletproof Games		11.00%
Dice Lab		11.00%
EGT		15.00%
ELK Studios		14.00%
Evolution		
	RNG	11.50%
	Live	11.50%
Eyecon		12.00%
Ezugi		12.00%
Fantasma Games		12.00%

Felix Gaming		9.00%
Fugaso		11.00%
Games Inc		10.00%
Games Warehouse		11.00%
Gamshy		11.00%
GMW		11.00%
Green Jade Games		9.00%
Hacksaw		
	Slots	11.00%
	Scratch	10.00%
iSoftBet		
	Basic	12.00%
	Branded	14.00%
Jade Rabbit Studios		11.00%
Kalamba		11.00%
Leander		
	Basic	11.00%
	Branded	13.00%
Leap		
	Slots	11.00%
	Virtual	14.00%
	EuroLeague	19.00%
Live 5 Gaming		11.00%
Max Win Gaming		11.00%
NetEnt		
	Basic	11.00%
	Branded	13.00%
	Table Games	12.00%
No Limit City		11.00%
Noble Gaming (Spinthon)		9.00%
Northern Lights		11.00%

One Touch	Live	12.00%
One Touch	Slots	11.00%
PG Soft		11.00%
Play'n'Go		
	Basic	12.00%
	Branded	16.00%
PlayPearls		11.00%
Playson		11.00%
Playtech		
	Live	12.00%
	Live Premium	15.00%
Pragmatic Play		11.00%
Present Creative		11.00%
Push Gaming		13.00%
Quickspin		13.00%
Red Rake Gaming		11.00%
Red Tiger Gaming		
	Basic	12.00%
	Branded	14.00%
Reelplay		11.00%
Relax Gaming		
	Basic	12.00%
	Table Games	4.00%
Ruby Play		11.00%
Salsa Technology		11.00%
Sigma Games		11.00%
Skywind		
	Basic	11.00%
	Branded	12.00%
Stakelogic		
	Basic	11.00%

	Branded	13.00%
STHLM Gaming		12.00%
The Games Co		11.00%
Touchstone		11.00%
Vibra Gaming		9.00%
Vivo Gaming		11.00%
Wazdan		11.00%
Yggdrasil		13.00%
YoloPlay		11.00%

Signed for and on behalf of

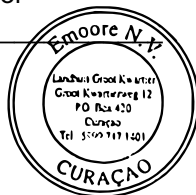
ALEA OVERSEAS N.V.Signature: 

Name: _____ on behalf of eMoore NV

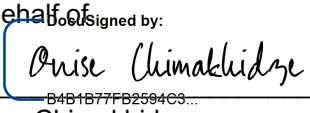
Title: Managing Director

Date: _____



Aron McCordley
eMoore NV


Signed for and on behalf of

THE OPERATORSignature: 

Name: _____

Title: _____

Date: _____

Signed by:

Onise Chimakhidze

Name: _____

Title: Managing director

Date: 1/14/2022

Schedule 5
Jurisdiction specific limitations

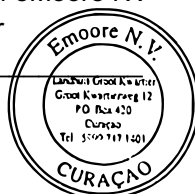
1. RESTRICTED TERRITORIES in which the Business Activity shall not be carried out shall not be offered to End-users		
- Afghanistan, - Albania, - Algeria - Angola, - Bahamas, - Botswana, - Cambodia, - Ecuador, - Ethiopia, - Ghana, - Guyana, - Hong Kong, - Iran,	- Iraq, - Israel, - Kuwait, - Laos, - Myanmar, - Namibia, - Nicaragua, - North Korea, - Pakistan, - Panama, - Papua New Guinea, - Philippines, - Singapore,	- Sri Lanka, - Sudan, - Syria, - Taiwan, - Trinidad and Tobago, - Tunisia, - Uganda, - Yemen, - Zimbabwe, - USA and its territories. Dutch Caribbean <i>fb</i>
2. REGULATED TERRITORIES in which the Business Activity shall not be carried out and where the Licensed Games shall not be offered to End-users unless the Operator and the relevant Gaming Provider hold the appropriate license, consent or permit to carry out the Business Activity and to offer the Licensed Games to End-Users		
- Belgium, - Bulgaria, - Czech Republic, - Denmark, - Estonia, - France,	- Latvia, - Lithuania, - Mexico, - Portugal, - Romania,	- Serbia, - Spain, - Sweden, - Switzerland, - United Kingdom. the Netherlands <i>fb</i>

Notwithstanding anything to the contrary in the Agreement, the list above is purely indicative, and its completeness, accuracy and currency are by no means warranted. The list is subject to changes by Alea without any prior notice. The Operator expressly agrees and understands that gaming regulations are evolutive and that it is the Operator's sole responsibility to keep up to date with regards to any changes to the any laws or regulations applicable to the Business Activity.

It is further understood that the jurisdiction specific limitations in this Schedule 5 shall be combined to any Restricted Territories requirements contained in the relevant Games Package Addenda (where applicable) and any other jurisdiction specific limitations imposed by the Gaming Providers and communicated separately by Alea to the Operator from time to time as required by the relevant Gaming Provider.

Signed for and on behalf of
ALEA OVERSEAS N.V.

Signature: *[Signature]*
Name: _____ on behalf of eMoore NV
Title: Managing Director
Date: _____



Signed for and on behalf of
THE OPERATOR

DocuSigned by:
Onise Chimakhidze
Signature: *[Signature]*
Name: Onise Chimakhidze
Title: Managing director
Date: 1/14/2022