

Agreement No MM-19-1.1190

Between

Mirax Management Ltd.

And

OnyxioN B.V.



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THIS AGREEMENT has been entered into as of November 26, 2019

BETWEEN

Mirax Management Ltd., reg. no. 110,537 (hereafter "Provider"), a company incorporated under the laws of Belize, having its registered address at New Horizon Building, Ground Floor, 3 ½ miles Philip S.W. Goldson Highway, Belize City, Belize,

AND

Onyxion B.V., a company organized and existing under the laws of Curacao under registration no. 151296, having its registered address at Pareraweg 45, Curacao, (hereinafter – Licensee),

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

1. Background

Whereas:

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

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

2. Terms and Definitions

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

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

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

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

"Confidential Information" means confidential and/or proprietary information of the other Party, whether communicated orally or in writing, including, without limitation, information of the other Party concerning inventions, trade secrets, know-how, methods, processes, techniques, code,



technologies, existing and potential customer and clients lists, financial information, strategic business plans, other technical, business, and operational information and the terms and conditions of this Agreement;

"Delivery Date" means a date at which (excluding the PROVIDER Services marked with an* are not integrated into production at the time of writing), the PROVIDER Services are delivered to the Licensee in such a manner as reasonably required to enable the Licensee to Launch PROVIDER Services.

"PROVIDER" means PROVIDER and its Associated Companies;

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

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

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

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

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

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

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

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

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

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

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

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



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

3. PROVIDER Services

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

4. Licensee's Obligations

Licensee shall:

- (i) be responsible for attracting new Players for the purpose of using the PROVIDER Services and assist Players with registration for the use of the PROVIDER Services via the Licensee Services;
- (ii) maintain a valid gaming license for the PROVIDER Services at all times. Licensee is aware and understands, that validity of this Agreement is subject to valid gaming license issued to Licensee by a competent licensing authority;
- (iii) at all times be compliant with all requirements and criteria determined by any GSP or licensing authority who issued the relevant gaming license;
- (iv) implement new requirements or criteria issued by a GSP in the time period determined by the Provider - non-compliance with this clause shall be cause of suspension or termination of services provided by the relevant GSP such decision being made on sole discretion of the PROVIDER without any liability to Licensee caused by such changes and actions.
- (v) within period denoted in respective notice provide PROVIDER with any due diligence documentation as requested by PROVIDER;
- (vi) immediately provide PROVIDER with prior written notice regarding any changes to due diligence information provided, any impending bankruptcy, composition or reconstruction proceedings or liquidation for the Licensee; if the Licensee is required to cease the business relationship with PROVIDER or cease performance of any obligation under this Agreement due to an order from any governmental agency or regulatory body to which the Licensee is subject; if the Licensee is under legal persecution for any matter relating to this Agreement or any obligations hereunder; if a relevant gaming license/s has been issued, suspended or repealed for the Licensee or any of its related companies; and any event that gives well founded reason to assume that the Licensee is or will no longer be capable of fulfilling its obligations under this Agreement. The written notice shall be provided to PROVIDER within five (5) days from the date that the aforementioned changes or events have become known to the Licensee. Licensee shall supplement the above notice with any relevant documentation and information when requested to do so by PROVIDER.
- (vii) advise PROVIDER when there is a change to the domain names of websites or additional websites using PROVIDER Services/s as specified in the Appendix "Fees".



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

5. PROVIDER's Obligations

PROVIDER undertakes towards the Licensee to:

- (i) undertake all necessary arrangements for the proper implementation of the PROVIDER Services into the Licensee Platform;
- (ii) ensure access to and operation of the PROVIDER Services subject to the applicable provisions and for the duration of the term of this Agreement.

6. Ownership and Licenses

- (i) All rights and interest in the Intellectual Property and the PROVIDER Services, and all documentation, code and logic, which describes or comprises them, shall remain the sole property of the Party and/or GSP which owns them.
- (ii) All rights and interest in the Player Data remains the property of the Licensee. PROVIDER and/or the GSPs may retain encrypted copies of the Player Database as it shall be obliged to do in terms of any applicable laws.
- (iii) The Parties grant each other a revocable, non-exclusive and non-transferable world-wide right to incorporate the Marks into the Licensee Services and into their marketing material. Upon PROVIDER's request, Licensee shall incorporate PROVIDER's logo with a hyperlink into the footnote of any website using PROVIDER Services. PROVIDER is entitled to revoke the license provided under this clause in whole or in part upon 5 (five) days prior written notice.
- (iv) PROVIDER and/or the GSPs may freely use any suggestions and improvements related to the Software and/or the PROVIDER Services that Licensee provides in connection with this Agreement. In the event that Intellectual Property Rights in the Software and/or the PROVIDER Services shall be deemed to vest to any extent in the Licensee, the latter hereby grants the GSPs an unrestricted, irrevocable, world-wide and royalty-free license, without warranty of any kind, to include them in the GSPs product or service offerings. The GSPs shall also be entitled to modify and further develop such suggestions and improvements.

7. Development and Maintenance

- (i) PROVIDER and/or the GSPs shall be responsible for a reasonable amount of development and maintenance of the Software and the PROVIDER Services, provided that any such development and maintenance shall be undertaken at their sole and absolute discretion. Licensee acknowledges that development and maintenance may not be scheduled according to specific requests of Licensee. In the event that such development and maintenance occur, Licensee agrees to cooperate and to comply with any requirement that might be deemed necessary by PROVIDER for the successful execution of such development and maintenance.
- (ii) PROVIDER shall cause each of the respective GSPs to ensure that, in effecting the aforesaid maintenance, and wherever possible, all the necessary skill diligence and precautions are exercised to



minimise, reduce and prevent the risks of unnecessary and/or prolonged downtime, inconvenience to Players and any error and/or malfunction in the Software.

8. Disrupted Service

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

9. Advertising

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

10. Fees

(i) Licensee shall pay PROVIDER all fees as specified in the appendix "Fees".

(ii) All sums due by PROVIDER to Licensee under this Agreement shall be made in Euros. Where PROVIDER Services are conducted in another currency, the exchange conversation rate used will be closely matched (if practically possible) to the exchange rate used by a specific GSP.

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

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

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



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

(vii) Any overdue payment pursuant to this Agreement shall incur interest in amount of 0,5 % from the due payment per day of delay and additional penalty in amount of EUR 250 per day of delay.. Provided that as from the second reminder issued by PROVIDER for an overdue payment, the following charges shall apply: an administrative charge of EUR 20 per reminder or; interest as set by the rate of the Bank of England plus 8% per annum on the overdue amount; whichever is the greater. Notwithstanding the above mentioned remedies and without any liability to Licensee, PROVIDER shall have the right to suspend the provision of the PROVIDER Services to the Licensee, until such payment is settled in full by the Licensee to PROVIDER.

(vii) The amounts payable hereunder shall not be subject to any defenses (legal or equitable) related to the set-off or counterclaim thereof.

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

11. Professional Services

PROVIDER may provide professional services resources to Licensee per separate agreement. Such resources shall be requested minimum two weeks in advance to allow planning and would be provided based on below rate card. PROVIDER reserves the right to revise these prices on an annual basis but the difference shall not exceed more than 10%.

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|----------------------|-------------------|
| • Solution Architect | 150 Euro per hour |
| • Developer | 100 Euro per hour |
| • Graphical Designer | 100 Euro per hour |



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

12. Confidentiality

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

13. Responsibility PROVIDER

	PROVIDER	Licensee
<i>Configuration, Set-up & Integration</i>		
Hardware Set-up and Configuration	X	X
PROVIDER Service configuration, set-up & installation	X	
Solution Acceptance testing and verification		X
Integration with any potential surrounding business systems e.g. Licensee mgmt system, CRM system, financial reporting system, if specified in product description	X	X
<i>Ongoing Operation</i>		
System Hosting	X	X
1st Line Customer Support		X
2nd Line Technical Support	X	
Marketing and Promotion activities		X
Payment Management		X
Fraud Control		X

14. Term

This Agreement shall enter into force when duly signed by the Parties and shall remain in force for a starting period of 24 months from Launch (hereafter the "Start Period"). Following the expiration of the Start Period the term of this Agreement shall thereafter be prolonged for an unlimited period of time unless terminated in writing by either Party by providing no less than 4 months prior notice of termination. In the event that the Licensee decides to terminate the Agreement prior to the above specified term, the Licensee shall continue to be responsible for payment of the monthly fixed fees and minimum fees for the PROVIDER Services until the end of the notice period, and PROVIDER further reserves the right to apply any early termination charges applicable.

15. Termination for Cause

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

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

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

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

(ii) PROVIDER may terminate this Agreement immediately, if

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

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

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

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

(1) in cases provided in this Agreement;

(2) in order to avoid, minimise or end any actual or perceived infringement of applicable law or of any regulations, or intellectual property rights;

(3) if PROVIDER has lost the right to provide PROVIDER Services (as applicable).



16. Consequences and Rights and Obligations on Termination

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

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

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

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

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

17. Staff Accounts

Employees of PROVIDER or companies controlled by PROVIDER are banned from using the PROVIDER Services, both directly and indirectly. PROVIDER can have a number of accounts registered for test and demo purposes. These accounts must be registered as such.

18. Indemnification

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

19. Limitations of Liability

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

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



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

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

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

20. Government Legislation

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

21. Independent Parties

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

22. Assignment

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

23. Construction

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

24. Incorporation and Amendments

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



constitute an inseparable part of this Agreement. Any terms and conditions that according to this Agreement may be issued by the PROVIDER shall constitute an inseparable part of this Agreement and shall be binding to the Parties.

25. Waiver

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

26. Force Majeure

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

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

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

27. Non-Solicitation

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

28. Notices

Notices herein shall be delivered and effective as follows: every notice required or contemplated by this Agreement to be given by a Party shall be in writing and in English and may be given by hand delivery, by overnight commercial courier delivery service or express mail, by fax, or by certified mail return receipt requested, and shall be deemed delivered on the date of hand delivery; the next business day after delivery to an overnight commercial courier service or to national postal service for express mail for delivery on the next business day; the date of transmission of the fax, if an electronic transmission report is obtained and retained, showing that all pages have been successfully



transmitted; or 7 days after mailing by certified mail return receipt requested; addressed to the Party for whom it is intended at the registered addresses of the Parties as specified in this Agreement.

29. Survivability

Clauses 13, 20, 21 and 22 shall survive a termination of this Agreement.

30. Law and dispute resolution

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

The Parties shall endeavour to settle the differences arising during performance of this Agreement via negotiations. Any dispute, controversy or claim arising out of this contract that are associated with it, or the breach, termination or invalidity thereof, will be subject to settlement in the Riga Arbitration Court (№ 40003756873), in accordance with the rules of the arbitral tribunal, composed of one arbitrator.

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

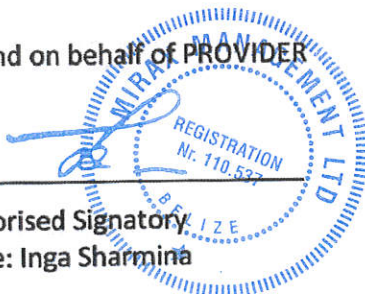
Appendices

A. Fees and Services

B. Restricted Territories

For and on behalf of PROVIDER

Authorised Signatory
Name: Inga Sharmina



For and on behalf of Licensee

Authorised Signatory
Name: Onise chima khidze

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PROVIDER services and fees

1.Domain/s

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

Mystake.com

31bet.com

Bitvictoria.com

Other websites to this Agreement may be added by mutual agreement between the Parties. PROVIDER shall not charge the Licensee for addition of new domains to this Agreement.

2.PROVIDER Services and Fees**2.1.Set-Up Fee**

Licensee shall pay PROVIDER the following Set-up Fees for providing access to the PROVIDER Services:

Product/ PROVIDER Service/s (GSP – as per trading name)	Amount of Set-Up Fee
Amatic	Waived
Betsoft	
Booongo	
BTG standard	
BTG premium	
EGT	
Endorphina	
Evoplay	
Ezugi	
Fugaso	
Gameart	
Habanero	
iSoftbet (regular)	
iSoftbet (branded)	
Microgaming (standard)	
Microgaming (branded)	
Netent (regular)	
Netent (branded)	
Netent Live	
Pariplay (Regular)	
Pariplay (Branded)	
Platipus	
Playson	
Pragmatic Play	
Wazdan	
Booming Games	

Spigo (Slots)	
Spigo (Non-Slots)	
Patagonia	
Igrosoft	
WeAreCasino	
MrSlotty	
Apollo games	
WorldMatch	
NoLimitCity	
Vivo Gaming	
Media Live	
Xpro Gaming	
Authentic Gaming	
AsiaLiveTech	
AsiaGaming	
BetgamesTV	
Lucky Streak	
Casino Engine Direct (Licensee wallet, Licensee Bonus wallet)	Waived
Platform fee	Waived
Total	Waived

The Licensee shall be entitled to add additional gaming products using the PROVIDER Casino Engine in consideration for the payment of a reasonable set up fee and operational costs.

Licensee is informed and agrees that integration of content provided by Apollo Games, Platipus, Spigo, Wazdan shall be provided to Licensee separately upon Provider's notice.

The Set-Up Fee is fully payable upon signing of this Agreement.

In the eventuality that the Licensee does not Launch, the above Set-up Fee shall be due to PROVIDER in full.

2.2.Operational Costs

Operational costs per month are:

PROVIDER Services	Total, EUR
PROVIDER Casino Engine via API Maintenance	waived
Game Provider Maintenance	waived
Slots Package Integration Maintenance	waived
Live Casino Package Integration Maintenance	waived
Total	0



2.3. Minimum Fees

The following monthly Minimum Fees for Casino Engine apply:

Product/ PROVIDER Service/s (GSP – as per trading name)	Amount of monthly Minimum Fee
Amatic	As per Supplementary Agreement no. MM-19-1.1191
Betsoft	
Booongo	
BTG standard	
BTG premium	
EGT	
Endorphina	
Evoplay	
Ezugi	
Fugaso	
Gameart	
Habanero	
iSoftbet (regular)	
iSoftbet (branded)	
Microgaming (standard)	
Microgaming (branded)	
Netent (regular)	
Netent (branded)	
Netent Live	
Pariplay (Regular)	
Pariplay (Branded)	
Platipus	
Playson	
Pragmatic Play	
Wazdan	
Booming Games	
Spigo (Slots)	
Spigo (Non-Slots)	
Patagonia	
Igrosoft	
WeAreCasino	
MrSlotty	
Apollo games	
WorldMatch	
NoLimitCity	
Vivo Gaming	
Media Live	
Xpro Gaming	
Authentic Gaming	
AsiaLiveTech	
AsiaGaming	
BetgamesTV	
Lucky Streak	

Monthly minimum fee shall be fully deductible from revenue share of respective products for Settlement period the monthly minimum fee applies to.

2.4.Monthly Revenue share and Services

The following PROVIDER Services shall be delivered to the Licensee, as supplied by the below GSP for the following monthly fees:

2.4.1. Live casino and slots games

PROVIDER Service/s (GSP – as per trading name)	Tier 1*	Tier 2*	Tier 3*
Amatic	12.00%	12.00%	11.00%
Betsoft	12.00%	12.00%	11.00%
Booongo	9.00%	9.00%	8.00%
BTG standard	12.00%	11.00%	10.00%
BTG premium	14.00%	13.00%	12.00%
EGT	14.00%	14.00%	13.50%
Endorphina	11.00%	11.00%	10.00%
Evoplay	9.00%	9.00%	8.00%
Ezugi	8.00%	8.00%	7.00%
Fugaso	9.00%	9.00%	8.00%
Gameart	11.00%	11.00%	10.00%
Habanero	11.00%	11.00%	10.00%
iSoftbet (regular)	12.00%	12.00%	11.00%
iSoftbet (branded)	14.00%	14.00%	13.00%
Microgaming (standard)	13.00%	13.00%	12.00%
Microgaming (branded)	16.00%	16.00%	15.00%
Netent (regular)	15.00%	15.00%	14.00%
Netent (branded)	16.00%	16.00%	15.00%



Netent Live	12.00%	12.00%	11.00%
Pariplay (Regular)	10.00%	10.00%	9.00%
Pariplay (Branded)	13.00%	13.00%	12.00%
Platipus	9.00%	9.00%	8.00%
Playson	11.00%	11.00%	10.00%
Pragmatic Play	10.00%	10.00%	9.00%
Wazdan	10.00%	10.00%	9.00%
Booming Games	11.00%	11.00%	10.00%
Spigo (Slots)	10.00%	10.00%	9.00%
Spigo (Non-Slots)	13.00%	13.00%	12.00%
Patagonia	10.00%	10.00%	9.00%
Igrosoft	8.00%	8.00%	7.00%
WeAreCasino	8.00%	8.00%	7.00%
MrSlotty	8.00%	8.00%	7.00%
Apollo games	11.00%	11.00%	10.00%
WorldMatch	11.00%	11.00%	10.00%
NoLimitCity	12.00%	12.00%	11.00%
Vivo Gaming	9.00%	9.00%	8.00%
Media Live	10.00%	10.00%	9.00%
Xpro Gaming	11.00%	11.00%	10.00%
Authentic Gaming	12.00%	12.00%	11.00%
AsiaLiveTech	7.00%	7.00%	6.00%
AsiaGaming	11.00%	11.00%	10.00%
BetgamesTV	11.50%	11.50%	10.50%
Lucky Streak	11.00%	11.00%	10.00%



*- as per Supplementary Agreement No. MM-19-1.1191.

Monthly Revenue Share shall be calculated on a monthly basis (the "**Settlement Period**").

The Minimum Fees are fully deductible from PROVIDER's Monthly Revenue Share described above. If PROVIDER's Monthly Revenue Share is less than the Minimum Fee, the remainder of the Minimum Fee is still payable by Licensee.

For multiple brands/skins, turnover is treated together, both with minimum fees and with revenue shares.

GGR shall be the revenue generated in the Settlement Period by PROVIDER Services via Domains calculated as follows:

GGR = Bets – Wins – Bonus deductions

Where:

a) *Bets* is defined as bets made by Players on Licensee's Platform during a Settlement Period

b) *Wins* is the amount won by Players on Licensee's Platform during a Settlement Period

c) *Bonus deductions* (if applicable according to this Appendix) bonus awarded by Licensee to Players in amount as actually used by the Player during the Settlement Period capped at the amount as determined by this Appendix.

The PROVIDER casino's back-end administration system shall be used to determine the final GGR.

The Betting Profit will be shared between the Licensee and PROVIDER with a revenue share for PROVIDER depending on monthly Betting Profit as stipulated in the table above.

Some Casino games carry a special premium from the provider, e.g., due to 3rd party rights/trademarks. When contracting with PROVIDER, this premium is added, unchanged, to the PROVIDER share.

Licensee acknowledges and accepts that these fees may be revised by PROVIDER from time to time based on pricing updates as received from the GSPs. Changes in fees shall apply, provided that PROVIDER shall inform the Licensee of such changes by means of 7 days' prior written notice (email being sufficient). Licensee has the right to decline such change. In case the Licensee does not approve (declines) such change and no other agreement between the Parties is reached within 7 (seven) days from the PROVIDER's notice, the use of respective PROVIDER Service shall be terminated.

2.5.Applicability of "Fees" Appendix

The Parties acknowledge and agree that the Fees specified in this Appendix shall apply for all the Licensee's websites where PROVIDER Services are provided by PROVIDER, as per the terms of any existing agreement/s between the Licensee and PROVIDER.



3. Availability of the PROVIDER Services

(i) Licensee shall have access to all the PROVIDER Services in the above table (which have been integrated into production). Additional PROVIDER Services may be added to the Agreement from time to time based on mutual agreement in written.

(ii) PROVIDER may remove any PROVIDER Service, provided that the Licensee shall be given a 1-month prior written notice. Provided further that, the 1-month prior written notice shall not be necessary in the case of PROVIDER Service/s which have not been integrated into production at the time of writing or if provided expressly by the Agreement or PROVIDER does not distribute respective GSP.

4. Licensing and Special Terms and Delivery Details

All the PROVIDER Services in the Slots and Live Casino Packages shall be provided under Licensee's Curacao gaming license.

The Gaming Service on the Licensee's Website shall not be launched until the Licensee obtains its Curacao Gaming License and provision of PROVIDER Services shall be subject to validity of the Curacao Gaming License issued to the Licensee. In the event that the Licensee does not obtain its Gaming License, the Fees due by the Licensee to PROVIDER shall in no way be effected and shall be due in full.

For all third-party suppliers contracted via PROVIDER including but not limited to: payment suppliers, GSPs, software suppliers, invoicing of Payment Processing Fees and Profit Sharing fees and any other fee based on revenue sharing for such suppliers shall commence as soon as the Production Environment is enabled.

In the event that the Licensee contracts directly with any of the GSPs, the Licensee shall be solely responsible to establish, handle and manage all communication flows between PROVIDER and the relevant GSPs. Provided that, PROVIDER shall charge the Licensee a platform fee of 3% on GGR for any GSP contracted directly with the Licensee.

5. ADDITIONAL TERMS OF NETENT ENTERTAINMENT BRANDED GAMES

1. DEFINITIONS

In this Section 5, the following terms shall have the meaning stated below. Unless otherwise defined in this Section 5, all capitalized terms shall have the meanings set out in the Agreement. In case of conflict between the Agreement and this Section 5, the latter shall prevail.

"Branded Game" means the online video slot developed by NetEnt, or a company within NetEnt's group of companies, which is based on the Licensed Property listed in table 1 to this Section 5.

"Derivative Work" shall mean a work which is based upon one or more pre-existing works, such as, but not limited to a revision, enhancement, modification, translation, abridgment, condensation, expansion, transfer to another medium, or any form in which such pre-existing works may be recast transformed or adapted and which, if prepared without authorization of the owner of the copyright in such pre-existing works, would constitute a copyright infringement. For purposes, hereof, Derivative Works shall include any compilation that incorporates such a pre-existing work.



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"Enforcement Action" shall mean such investigation and or action as Right Holder or the Actors sees fit to protect and/or enforce the rights granted to NetEnt and/or PROVIDER and/or Licensee.

"Intellectual Property" in connection with a specified subject matter shall mean all US and foreign patents, trade secrets, technology, trademarks, trade names, copyrights, Moral Rights, designs, rights of publicity, mask work rights, utility models and other industrial or intangible property rights of a similar nature; all grants and registrations worldwide in connection with the foregoing and all other rights with respect thereto existing other than pursuant to grant or registration; all applications for any such grant or registration, all rights of priority under international conventions to make sure applications and the right to control their prosecution and all amendments, constitutions, divisions and continuations-in-art of such applications and all corrections, reissues, patents of addition, extensions and renewals of any such grant registration or right.

"License" means the license granted by PROVIDER to Licensee as specified in Clause 2 of this Section 5.

"Licensed Property" means the Property and the Proprietary Subject Matter.

"Property" shall consist of artwork and elements included in the Branded Games.

"Proprietary Subject Matter" shall consist of all artwork and other distinctive creative elements as included in the Branded Games.

"Territory" means the geographical locations where Licensee has right to distribute and offer the Casino Games (as defines in the Software License Agreement) in accordance with the Software License Agreement. Furthermore, and in addition to the list of prohibited territories applicable to the Casino Games under the Software License Agreement, the Licensee agrees not to offer the Licensed Property in the territories listed in Exhibit 1 attached hereto, as may be updated by PROVIDER from time to time.

2. GRANT OF LICENSE AND INCORPORATION OF TERMS

- 2.1 Subject to the terms and conditions of the Software License Agreement and this Section 5, PROVIDER grants to Licensee, who accepts, a non-exclusive, non-sub licensable, non-sub-contractible, non-transferable and non-assignable license to use the Branded Games and the Licensed Property defined in this Section 5 and Exhibit 1 to this Section 5 (**"License"**) in accordance with terms and conditions defined herein. Licensee will not enter any sub-license agreement (including agreements with so called white label partners or similar) in relation to the Branded Games nor shall Licensee enter into any agency agreement or otherwise sub-contract or part with any of its obligations under this Section 5.
- 2.2 The terms and conditions in this Section 5 are stipulated by Right Holders and the Actors. The terms shall prevail over any conflicting provisions under the Agreement.
- 2.3 Any and all other rights in and to the Licensed Property which are not expressly granted to the Licensee hereunder are expressly reserved to respective Right Holder and/or its designees or the Actors and/or their designees without limitation, including any Intellectual Property Rights. Such rights which are expressly granted to the Licensee must be exercised within the ambit of this Agreement.



3. INTELLECTUAL PROPERTY

- 3.1 Licensee acknowledges that the Licensed Property (including all rights therein, any Derivative Works made from the Licensed Property and goodwill associated therewith) including all advertising, promotional and other artwork used in the promotion of the Branded Games shall be and remain insofar as Licensee is concerned the exclusive sole and complete property of respective Right Holder and/or its designees or the Actors and/or their designees as appropriate. This includes all rights in and to the entire "look and feel" of the Titles, which includes without limitation all visual displays, scripts, literary treatments, characters, backgrounds, environments and other elements visible to the Players all sounds, sound effects, soundtracks, cover songs and other elements audible to the Player, interacts with the characters, backgrounds, environments or other elements of the Branded Game. Licensee shall not use nor authorize nor permit the use of the Licensed Property in any manner at any time nor at any place not specifically licensed herein. Licensee acknowledges and agrees that its use of the Licensed Property shall not create in Licensee's favor any right, title or interest and that all uses of and sale by Licensee (as permitted under this Section 5) shall inure to the benefit of respective Right Holder and/or its designees or the Actors and/or their designees. Licensee agrees during the Term and thereafter not to challenge or contest the rights of Right Holders or the Actors in the Licensed Property or the validity of the rights herein granted to Licensee.
- 3.2 Licensee hereby expressly assigns to respective Right Holders any and all rights of paternity or integrity, rights to claim authorship, to object to any distortion, mutilation or other modification of, or other derogatory actions to, any of Right Holder's Intellectual Property Rights in and to the Branded Games and any Derivative Works thereof, whether or not such would be prejudicial to Right Holder's honour or reputation and any similar right existing under judicial or statutory law of any country in the world or under any treaty ("Moral Rights") regardless of whether such right is denominated or generally referred to as a moral right. Licensee hereby irrevocably transfers and assigns to respective Right Holder any and all Moral Rights that Licensee may have in the Intellectual Property Rights and any Derivative Works thereof.
- 3.3 Licensee agrees that it shall not at any time apply for registration of any copyright, trademark or other designation or file any document with any governmental authority or take any action which would affect the ownership of the Licensed Property vested in respective Right Holder and/or its designees or the Actors and/or their designees.
- 3.4 Licensee may not alter, diminish or change position of any copyright or proprietary notice included in the Branded Game.
- 3.5 At PROVIDER' request, Licensee shall execute assignments in favour of PROVIDER, NetEnt, Right Holder and/or its designees or the Actors and/or their designees as applicable of any and all copyrights, trademarks or other intellectual property rights of whatever kind relating to the Licensed Property and any derivatives and/or adaptations thereof without further consideration and shall also assign any and all rights which Licensee may have acquired through its use of the Licensed Property in connection with this Agreement.
- 3.6 If the Licensee creates or has a third party create artwork derived from or which incorporates or otherwise utilises the Licensed Property, all intellectual property rights (including copyright) in such Licensee created artwork shall solely to the extent it is derived from or incorporates the Licensed Property be owned by respective Right Holder and licensed to Licensee for the sole purposes set out in this Section 5. Upon termination and/or expiry of the Term all such derived



artwork (in high-resolution format) as aforesaid and all agreements with third parties in respect thereof shall be promptly delivered to PROVIDER. Licensee warrants that PROVIDER and/or NetEnt's and/or Right Holder's future use of such artwork shall not conflict with or infringe upon the rights of third parties.

4. PRODUCT PROTECTION

- 4.1 In PROVIDER and/ or NetEnt and Right Holder's sole discretion and at their sole cost and expense and without prejudice to the any right to take any other action NetEnt and/ or Right Holder may commence in its and/ or Licensee's name (as PROVIDER and/ or NetEnt and/ or Right Holder may designate) all appropriate enforcement actions including without limitation legal proceedings and/ or actions to obtain restraining orders and preliminary and permanent injunctions. In the event that proceedings are so commenced by PROVIDER and/ or NetEnt and/ or a Right Holder, Licensee shall fully co-operate with and assist PROVIDER and/ or NetEnt and/ or the Right Holder as may be reasonably necessary (and at PROVIDER and/ or NetEnt's and/ or Right Holder's reasonable previously approved (in writing) expense) throughout the litigation process.
- 4.2 Licensee shall not commence any proceedings with respect to the rights granted herein without the prior written consent of PROVIDER.
- 4.3 Licensee shall promptly notify PROVIDER in writing of any infringements, suspected infringements, passing off, imitations or other interferences with PROVIDER' and/ or NetEnt's, Right Holder's or the Actors rights in the Licensed Property by third parties or products similar to the Branded Game and shall fully assist PROVIDER and/ or NetEnt, the Right Holder or the Actors in any proceedings concerning the Branded Game at PROVIDER, and/ or NetEnt's and/ or Right Holder's reasonable previously approved (in writing) expense.

5. ADVERTISING AND DISTRIBUTION

- 5.1 Branding, advertising and promotions in respect of the Branded Game may only be based on PROVIDER provided marketing materials. Licensee may not change or alter the provided marketing material without PROVIDER' prior permission and shall ensure that any of its approved affiliates and partners shall adhere in full to this obligation. Marketing guidelines for the Branded Game will be provided to Licensee under a separate annex which may be subject to modifications from time to time. Other than as specified in this Agreement, neither Licensee nor any other party shall have the right to incorporate or embody the Licensed Property into any other product or service. Licensee shall use no markings, legends or notices on or in association with a Branded Game and any advertising and promotion other than as specified herein and as may from time to time be specified by eGamings.
- 5.2 Licensee shall use all commercially reasonable efforts to market, advertise, and promote the Branded Games throughout the Territory and the Term.

6. REPRESENTATIONS AND WARRANTIES

- 6.1 In addition to warranties made before in this Agreement, Licensee represents and warrants that:
- 6.1.1 the rules for Branded Games will include a statement that the use or playing of the game is prohibited by persons who reside outside the Territory; Licensee will not use or distribute the Branded Games in violation of applicable law, rules and regulations;



- 6.1.2 Licensee will not advertise distribute or sell, and will not authorise the advertising or sale, of the Branded Games in any manner at any time or in any place not specifically licensed hereunder;
- 6.1.3 other than the Branded Games, Licensee shall not produce, manufacture, advertise or sell any products embodying the Licensed Property or any other intellectual property rights owned and/or controlled by a Right Holder;
- 6.1.4 Licensee will not at any time do or suffer to be done any act or thing, or fail to perform any act where that act or failure to act might impair or affect the Licensed Property and/or PROVIDER' and/or NetEnt's and a Right Holder's rights and interests in the Licensed Property; and
- 6.1.5 Licensee shall pay (and hereby indemnifies NetEnt and PROVIDER from any liability to pay or other expense) all sums due to any third parties arising from Licensee's sale, advertising or other exploitation of the Branded Games or any of them;
- 6.2 In addition to warranties made in the Agreement, PROVIDER represents and warrants that:
 - 6.2.1 PROVIDER has the right to grant the rights granted to Licensee hereunder in relation to the Licensed Property under this Section 5; and
 - 6.2.2 PROVIDER is not aware of any infringement by any third party of any intellectual property rights in the Licensed Property.

7. TERRITORY

- 7.1 Licensee shall not, nor shall it authorize others to, solicit, advertise, distribute, offer, use or otherwise exploit Branded Games to players in any geographic area outside the Territory.
- 7.2 PROVIDER may at any time, upon request from NetEnt and/or a Right Holder or through its own initiative, in its sole discretion request that Licensee cease to provide the Branded Games or any of them in any specific jurisdiction in the Territory.

8. INDEMNITY AND LIMITATION OF LIABILITY

- 8.1 Licensee shall at all times fully indemnify and hold PROVIDER and/or NetEnt, its officers, directors and employees harmless from and against any and all claims, damages, liabilities, costs and expenses, including reasonable counsel fees, arising out of (i) any breach by Licensee or any of its affiliates and partners of the terms of this Section 5; and (ii) any third party claims brought against PROVIDER and/ or NetEnt based on Licensee's or its affiliates' and partners' distribution of the Branded Games (except as permitted under this Section 5). For the avoidance of doubt, any limitation of liability in the Agreement shall not apply to such indemnity under this Clause 8.1.
- 8.2 Each of the Parties acknowledge and agree that a material breach by the other Party of any terms of this Section 5 may result in irreparable and continuing damage to the non-breaching Party for which there may or will be no adequate remedy by monetary damages, and that in the event of such breach, the non-breaching Party shall be entitled to apply for injunctive relief and/or a decree of specific performance or equivalent action in any court of competent jurisdiction and



such other and further relief as may be appropriate. This clause shall in no way be construed to limit or restrict a Party's right to seek or obtain other damages or relief under this Section 5, the Agreement or applicable law.

- 8.3 In no event, shall PROVIDER be liable to Licensee under this Section 5 for any indirect special or consequential damages including any loss of profits that Licensee may suffer arising out of the same.

9. TERM

- 9.1 Without prejudice to Clause 10, the license provided in respect of the Branded Games under this Section 5 expires automatically without notice upon expiration of the Software License Agreement.

10. DEFAULT AND TERMINATION

- 10.1 In addition to the default events set out in the Agreement, the occurrence of one or more of the following shall constitute a default event ("Default") under the Section 5;
- a) a breach by Licensee of any of its representations and warranties herein;
 - b) any breach, violation or failure of Licensee or any of its affiliates or partners to perform any of Licensee's covenants or obligations or to meet any conditions under the Section 5, including, without limitation, offering the Branded Games or any of them outside the Territory and acceptance of monies from Players outside the Territory, any unauthorized assignment of the rights granted herein, etc.;
 - c) termination of the agreement between a Right Holder, or the Actors, and NetEnt or agreement between NetEnt and PROVIDER or any part thereof for whatever reason;
 - d) an express order by a Right Holder and/or the Actors to NetEnt to terminate provision of a Branded Game to the Licensee.
- 10.2 Provision of Branded Games to Licensee may be terminated by PROVIDER immediately, without observation of any notice period, in part or in whole upon sole and exclusive discretion of PROVIDER upon the occurrence of any default as specified in Clause 10.1. Termination due to default shall take place without prejudice to any additional rights pertaining to PROVIDER according to law.
- 10.3 Upon expiration or termination of this Agreement for whatever reason, all rights granted to Licensee herein shall immediately cease and:
- 10.3.1 All outstanding sums payable to NetEnt shall immediately become due and payable;
 - 10.3.2 all rights in all Licensed Property shall forthwith revert to PROVIDER, NetEnt and respective Right Holder;
 - 10.3.3 Licensee shall promptly stop using the Branded Games and the Licensed Property; and
 - 10.3.4 Licensee shall deliver up to PROVIDER all creations designs and/or materials embodying the Licensed Property in Licensee's possession to the extent derived from or incorporating the Licensed Property.
- 10.4 All warranties and indemnification obligations of the Parties and all provisions which expressly or by implication are intended to apply after expiration or termination of provision of Branded Games in whole or in part shall continue to apply after termination.

11. PRICING



- 11.1 The Branded Games are is subject to a flat monthly License fee calculated on the GGR generated by said Branded Game(s), i.e. the License fee will be calculated based on the GGR (as applicable) of each Branded Game and the GGR of one Branded Game will not be set off against the GGR of any other Branded Game. No credit will be given by PROVIDER in the event of a negative GGR of any Branded Game. For the avoidance of doubt, the License Fee for Branded Games shall be paid in order as provided by the terms of the Software License Agreement.

12. MISCELLANEOUS

- 12.1 This Section 5 applies to all Branded Games issued by NetEnt, for avoidance of doubt this Section 5 applies to Branded Games expressly mentioned in Exhibit 1 to this Section 5 and also Branded Games issued by NetEnt in the future. The addition of new Branded Games shall be communicated to the Licensee by PROVIDER in writing (by email) from time to time.

Table 1 (list of Branded Games)

Branded Game	Right Holder	Restricted territory
Planet of the Apes Video Slot	Twentieth Century Fox Licensing and Merchandising	Australia, Azerbaijan, China, India, Malaysia, Qatar, Russia, Thailand, Tunisia, Turkey, Ukraine
emojiplanet Video Slot	Global Merchandising Services Limited	Australia, Azerbaijan, China, India, Malaysia, Qatar, Russia, Thailand, Tunisia, Turkey, Ukraine
ALIENS Slot Game	Fox Entertainment Group Inc., and Twentieth Century Fox Film Corporation and related parties	Same as for regular NetEnt Games, unless determined otherwise from time to time
Universal Monsters slots games - FRANKENSTEIN, the Bride of Frankenstein, Dracula, The Mummy, The Wolf Man, Creature from the Black Lagoon, the Invisible Man,	Universal Studios	Whole world, but Andorra, Armenia, Azerbaijan, Belarus, Bosnia and Herzegovina, Brazil, Georgia, Iceland, Liechtenstein, Moldova, Monaco, Montenegro, Norway, Russia, San Marino, Serbia, Switzerland, Ukraine, Croatia,

Phantom of the Opera, Scarface, Phantom's Curse		Macedonia, Turkey, Austria, Bulgaria, Cyprus, Czech Republic, Finland, Germany, Greece, Hungary, Ireland, Luxembourg, Malta, Netherlands, Peru, Poland, Slovakia, Slovenia and Sweden.
Guns n' Roses Video Slots	Bravado International Group Merchandising Services, Inc.	Afghanistan, Albania, Algeria, Angola, Cambodia, Ecuador, Guyana, Hong Kong, Indonesia, Iran, Iraq, Israel, Kuwait, Lao, Myanmar, Namibia, Nicaragua, North Korea, Pakistan, Panama, Papua New Guinea, Philippines, Singapore, South Korea, Sudan, Syria, Taiwan, Uganda, Yemen, Zimbabwe. Belgium, Bulgaria, Canada, Denmark, Estonia, France, Italy, Latvia, Lithuania Mexico, Portugal, Romania, Spain, United States of America, United Kingdom, Australia, Azerbaijan, China, India, Malaysia, Qatar, Russia, Thailand, Tunisia, Turkey & Ukraine
SOUTH PARK CASINO GAME(S)	South Park Digital Studios LLC	
Jimi Hendrix,	Authentic Hendrix, LLC	Australia, Azerbaijan, China, India, Malaysia, Qatar, Russia, Thailand, Tunisia, Turkey, Ukraine
Jumanji	Sony Pictures Consumer Products Inc	Australia, Azerbaijan, China, India, Malaysia, Qatar, Russia,



		Thailand, Tunisia, Turkey, Ukraine
Vikings	A&E Television Networks LLC	Afghanistan; Albania; Algeria; Angola; Australia; Azerbaijan; Cambodia; China; Ecuador; France; Guyana; Hong Kong; India; Indonesia; Iran; Iraq; Israel; Kuwait; Lao; Malaysia; Myanmar; Namibia; North Korea; Pakistan; Papua New Guinea; Philippines; Qatar; Russia; Singapore; South Korea; Sudan; Syria; Taiwan; Thailand; Tunisia; Turkey; Ukraine; United States of America (excluding the State of New Jersey subject to such Territory being expressly permitted pursuant to the Software Licence Agreement); Uganda.
Motorhead Video Slot GAME	Global Merchandising Services Limited	Same as for regular NetEnt Games, unless determined otherwise from time to time

Appendix B

Restricted territories

Game provider	Restricted territories
NETENT games	1. Blacklisted territories - Afghanistan, Albania, Algeria, Angola, Australia, 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.



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	2.Regulated territories – Belgium, Bulgaria, Canada, Czech Republic, Denmark, Estonia, France, Italy, Latvia, Lithuania, Mexico, Portugal, Romania, Serbia, Spain, Sweden, United States of America, United Kingdom. 3.Blacklisted for Pooled Jackpot and mobile versions of Pooled Jackpot Games (Hall of Gods, Arabian Nights, Mega Fortune & Mega Fortune Dreams) – Azerbaijan, China, Denmark, India, Italy, Japan, Malaysia, Qatar, Russia, Spain, Thailand, Turkey, United Arab Emirates, Ukraine. 4. Absolute restriction for Branded Games (Jumanji Video Slot, Emojiplanet Video Slot, NetEnt Rocks (Guns N Roses, Jimi Hendrix, Motorhead Video Slots), Planet of Apes Video Slots and Vikings Video Slot) – Azerbaijan, China, India, Malaysia, Qatar, Russia, Thailand, Turkey, Ukraine, Afghanistan, Albania, Algeria, Angola, Australia, Cambodia, Ecuador, France, Guyana, Hong Kong, India, Indonesia, Iran, Iraq, Israel, Kuwait, Laos, Myanmar, Namibia, North Korea, Pakistan, Papua New Guinea, Philippines, Singapore, South Korea, Sudan, Syria, Taiwan, Tunisia, United States of America (excluding State of New Jersey), Uganda.
Amatic	No Customers shall be accepted from Afghanistan, Antigua, Australia, Austria, Belgium, Bosnia, Cambodia, China, Croatia, Cuba, Cyprus, Estonia, France, Georgia, Germany, Greece, Hong Kong, Hungary, Iran, Iraq, Israel, Liechtenstein, Libya, Macau, Mexico, Netherlands Antilles, Peru, Serbia, Slovakia, South Africa, Sudan, Switzerland, Syria, US, Vietnam
Apollo Games	No Customers shall be accepted from Armenia, Georgia, Czech Republic
Asia Gaming	No Customers shall be accepted from Hongkong, Macao, Philippines, Singapore, Taiwan, USA
Authentic Gaming	No Customers shall be accepted from Afghanistan, China, Curacao, Cyprus, Ethiopia, France, Hong Kong, Iran, Iraq, Israel, Kuwait, Somalia, Syria, USA, Yemen
EGT	No Customers shall be accepted from USA, Guam, Puerto Rico, Georgia, UK, Mariana Islands, American Samoa
Endorphina	No Customers shall be accepted from France
Ezugi	No Customers shall be accepted from Israel, Netherlands, USA
GameArt	No Customers shall be accepted from Belgium, Bulgaria, Cyprus, Estonia, France, Hong Kong, Israel, Italy, Spain, Turkey, USA
Habanero	No Customers shall be accepted from Cyprus, Philippines, Singapore, South Africa, UK, USA, France, Bulgaria
iSoftBet	No Customers shall be accepted from Afghanistan, Antigua and Barbuda, Belgium, China, Cuba, Cyprus, Denmark, France, Hong Kong, Iran, Iraq,



	Israel, Kahnawake, Libya, Macau, Malaysia, Netherlands Antilles, Philippines, Romania, Serbia, Singapore, Spain, Sudan, Syria, Turkey, USA
MediaLive	No Customers shall be accepted from USA, France
NoLimitCity	No Customers shall be accepted from USA, Iran, North Korea, Cuba, Sudan and Syria; and The Netherlands and The Dutch Antilles or any country in which gambling is expressly illegal.
PariPlay	No Customers shall be accepted from Belgium, Cayman, Denmark, France, Iran, Iraq, Israel, Italy, Japan, Netherlands, Korea, Poland, Saudi Arabia, Singapore, Spain, Turkey, UK, USA, Vatican
Platipus	No Customers shall be accepted from USA, Iran, Israel
Playson	No Customers shall be accepted from Cuba, Iran, Israel, North Korea, Sudan, Syria, USA
Pragmatic Play	No Customers shall be accepted from Bahamas, Denmark, France, Gibraltar, Great Britain, Israel, Taiwan, Ukraine, USA
SA Gaming	No Customers shall be accepted from Italy, South Korea
Vivo Gaming	No Customers shall be accepted from Argentina, Colombia, Costa Rica, Israel, S. Korea, USA
Wazdan	No Customers shall be accepted from USA
Booongo	No Customers shall be accepted from USA, Israel
Evoplay	No Customers shall be accepted from USA, UK
Booming Games	No Customers shall be accepted from Australia, Belgium, Cayman, France, Iran, Iraq, Israel, Italy, North Korea, Saudi Arabia, Singapore, Turkey, UK, US, Vatican, Vietnam
Spigo	None, but regulated markets need specific approval to be utilised in (such as UK, USA etc)
Patagonia	No Customers shall be accepted from Curacao, USA, Guam, Isle of Man, United States Minor Outlying Islands, United States Virgin Islands, Israel, Jordan, Portugal, Spain, Puerto Rico, Uruguay, UK, American Samoa, Italy, Germany, Australia, Syria and France
WeAreCasino	No Customers shall be accepted from USA, Netherlands, Australia
Mr.Slotty	No Customers shall be accepted from USA, Lithuania
NoLimitCity	No Customers shall be accepted from USA, Iran, North Korea, Cuba, Sudan and Syria; and The Netherlands and The Dutch Antilles. Any country in which gambling is expressly illegal or requires a gambling licence (except under a local licence)

The list of Restricted Territories may be changed by Provider's sole and exclusive discretion at any time by written notice (email will be sufficient).

