

GAMING SERVICES AGREEMENT

THIS AGREEMENT is entered into today the 15/03/2018 of the year 2018 (the "Effective Date")

BETWEEN: **ALEA GAMES NV.**, a private limited liability company incorporated under the laws of Curacao with registration number 131334 and having its registered office situated at Landhuis Groot Kwartier, Groot Kwartierweg 12, Curaçao represented herein by Emooore NV, in its capacity as director,
hereinafter referred to as "**Alea Games**".

AND: **The Luck Factory B.V.** a private company incorporated under the laws of Curacao with registration number 145738 and having its registered office situated at Kaya Richard J. Beaujon Z/N represented herein by Global Related Services B.V. in its capacity as a director, and physically represented by Ms. Gouloud Mercedes Hamoud,
in her capacity as a Director,
hereinafter referred to as "**the Operator**".

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

WHEREAS

Alea Games 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 approved online gambling operators.

The Operator manages the gaming website(s) further detailed in Schedule 1 (hereinafter "the Web Site(s)") and wishes to utilise the Licensed Software (as defined below) thereon.

This Agreement grants, under the terms further set out below, a non-exclusive, non-transferable, limited license to the Operator to use the Licensed Software (defined below) and to make the games available to End-Users through the Web Site(s) (described in Schedule 1).

NOW, THEREFORE, AND IN CONSIDERATION OF THE MUTUAL COVENANTS EXPRESSED HEREIN, IT IS HEREBY AGREED AS FOLLOWS:

1 Definitions

1.1 In this Agreement, all capitalized 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 enabling End Users to access the Licensed Games on the Web Site during the term of this Agreement.
End-User(s)	Customer(s) using the Licensed Games on the Operator's Web Site(s).
Gaming Gateway	Software interface operated by Alea Games 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 Games and provided through the Gaming Gateway.
Go-Live Date	The Go-Live Date is the date where the Licensed Games first become available to End-Users on the Web Site(s), as specified in Article 5.1.
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. The Licensed Games are listed in the Games Package Addendum (see Article 2) drafted separately for each games package from a Gaming Provider selected by the Operator. 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.
Services	Services provided by Alea Games 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 any jurisdiction in charge of the regulation, supervision, licensing or any other public mission in relation to the Business Activity.
Restricted Territories	Jurisdictions in which the Business Activity shall not be carried out, as listed in each relevant Games Package Addendum (Schedule 4).
Web Site(s)	Online gaming web site(s) managed by the Operator and approved by Alea Games through which the Operator utilises the Licensed Software. The addresses of the Web Site(s) are further detailed in Schedule 1.

- 1.2 Unless otherwise specified: (i) any reference to a statute or statutory provision includes a reference to the statute or statutory provision as modified or re-enacted, or both, from time to time, and to any subordinate legislation made under it; (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 is a reference to the 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 Addendum (for each Provider selected – Provided separately) *missing*
- (vi) Schedule 5 – Integration *missing* 

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 Schedules.

2.3 This Agreement, the Schedules and the Addenda constitute the entire Agreement between the Parties on all issues to which the Agreement relates. The contents of this Agreement and Schedules 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 Games hereby grants to the Operator a worldwide, non-exclusive, non-licensable, non-assignable, non-transferable, terminable license over the Licensed Software to be used by the Operator on the Web Site for the term and in accordance with the provisions set out in this Agreement.

3.2 Alea Games 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.

3.3 Alea Games 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.

3.4 The Operator acknowledges and accepts that the Licensed Software has not been developed to meet the individual requirements of the Operator or the End-Users.

3.5 The Operator understands and agrees that all of the Licensed Software is subject to third party licensing. The Operator expressly agrees to be bound by the provisions arising from Alea Games' agreements with third party licensors, especially Gaming Providers, and relating to the use of the Licensed Software.

3.6 Alea Games 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 Games will not be obliged to give any notice where Alea Games is required by a Gaming Provider to cease making any or all Licensed Game(s) available to the Operator. In such case,

Alea Games will not be considered to be in breach of its obligations and will incur no liability towards the Operator.

- 3.7 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.

4 Support and Maintenance

- 4.1 Alea Games 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 +34 902 848 438;
- Online support through the web site available at support.alea.com and by email at support.aleaplay@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 Games' support Services in relation to the Licensed Games are subject to the service levels defined in the respective third party licensing agreement between Alea Games and a given Gaming Provider.

- 4.3 The Operator remains solely responsible for making available and providing its third party contractual partners and/or End-Users with the adequate support with respect to the use of the Licensed Software on the Operator's Web Site. The Operator's support desk shall be staffed with experienced personnel who are familiar with the Licensed Software. Alea Games does not provide support directly to the Operator's third party contractual partners or End-Users, unless specifically requested by the Operator and agreed by Alea Games.

- 4.4 Alea Games reserves the right to modify its support services, from time to time, at its sole discretion, after prior notice to the Operator.

- 4.5 All maintenance, repairs and improvements to the Gaming Gateway are carried out by Alea Games 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.

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 sooner than 01/04/2018.
- 5.2 Invoicing of the Fees shall commence as from Go-Live Date. Should the Licensed Games not be available to End-Users on the date specified in Article 5.1, Alea Games reserves the right to invoice the Minimum Monthly Fees specified in Schedule 2.
- 5.3 Both Parties will use their best efforts to cooperate during the integration and testing process, as described in Schedule 5.
- 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 Games' 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, 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 no real money bet is accepted 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;
- (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 Games and communicate to Alea Games any changes in the control of the Operator within fifteen (15) days from the occurrence of such change. Alea Games 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 Games with such documentation within five (5) days of receiving such request. The failure to present Alea Games with the requested documentation may result in the termination of this Agreement by Alea Games, without prejudice to any other right that Alea Games 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;

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

Gaming Services Agreement

- (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 Games or a Gaming Provider.

6.3 Alea Games 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 Games. The Operator agrees and accepts that Alea Games shall have the right to request any documentation on the said Intermediary as Alea Games may, at its absolute discretion, determine. Alea Games 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 Games and the Gaming Providers respectively, and for the provision of the Services hereunder. In addition, Alea Games and the Gaming Providers are highly dependent on trust from their customers and value their reputation in the market. Further, Alea Games and the Gaming Providers are subject to regulatory requirements from Supervisory Authorities. The Operator shall therefore adhere to certain principles and requirements set out below:

7.2 Operator shall not engage in any act or omission which will adversely affect Alea Games' 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 Operator shall at all times hold a current valid gaming license in the jurisdiction where the Operator conducts its Business Activity. 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 Games 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. 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 Games and/or the Gaming Providers.

- 7.5 Alea Games has no obligation to notify the Operator if Alea Games becomes aware of changes in regulatory requirements, which the Operator is directly subject to and which affects 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 Games 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 Games' and/or the Gaming Providers' business, shall be directed to Alea Games 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 Games in advance.
- 7.7 For the avoidance of doubt, non-compliance by the Operator with the provisions set out in this section shall constitute a breach of the Operator's obligations under this Agreement.

8 Fees

- 8.1 The fee structure is composed of (i) an initial Set-Up Fee, (ii) Monthly Fees and (iii) Maintenance Fees as further specified in Schedule 2 (hereinafter the "Fees").

- 8.2 **Initial Set-Up Fee** – The Operator agrees and undertakes to pay to Alea Games a unique fixed-fee, the Set-Up Fee (i), for the initial set-up of the Gaming Gateway, the amount of which is further specified in Schedule 2. The Set-Up Fee shall be paid in full upon contract signing and before integration.

- 8.3 **Monthly Fees** – The Operator agrees and undertakes to pay to Alea Games Monthly Fees (ii) for the use of the Gaming Gateway as well as for the use of the Licensed Games. The Monthly Fees are composed of:

a. Monthly Platform Fee:

1. For the use of the Gaming Gateway, the Operator shall pay to Alea Games a Monthly Platform Fee based upon a fixed percentage of the Net Revenue generated by the Operator for each Gaming provider and further specified in Schedule 2.
2. "Net Revenue" shall mean all gross monies received by the Operator from End-Users less monies paid out to End-Users as winnings through the Operator's Web Site relating to the use of the Licensed Software. It is understood that for the purposes of calculating the Fees, the Net Revenue is examined per Gaming Provider selected in each Games Package Addendum. The Net Revenue cannot be a negative figure. Negative revenues cannot be carried over and/or set-off against other payments of whatever nature.
3. For the avoidance of doubt, monies paid in the form of gaming duties or taxes or other statutory deductions or payments to licensing authorities, charges levied by electronic payment or credit card organisations, bad debts, monies attributed to fraud and charge backs shall not be reduced from the gross monies received in calculation of the Net Revenue.
4. The Monthly Platform Fee shall not be less than the Minimum Monthly Platform Fee provided in Schedule 2.

b. Licensed Games Fee:

1. For the use of the Licensed Games, the Operator shall pay to Alea Games another monthly fixed percentage of the Net Revenues (as defined above). The percentage varies depending on the type of Licensed Game and on the Gaming Provider, as specified in the Games Package Addendum for each Gaming Provider selected.
 2. The Licensed Games Fee paid monthly shall not be less than the Minimum Licensed Games Fee for all aggregated Licensed Games, as detailed in Schedule 2.
- 8.4 **Revision** – The Operator agrees and accepts that Alea Games has the right, at its sole discretion to revise the Monthly Fees and/or Maintenance 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 Games within thirty (30) days of receiving written notification from Alea Games.
- 8.5 **Invoicing** – Alea Games shall invoice the Operator the Monthly 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.
- 8.6 **Maintenance and additional Fees** – The Operator further agrees and undertakes to pay to Alea Games Maintenance Fees (iii) as outlined in Schedule 2 hereof and in accordance with the modalities set forth therein. Any additional services shall be invoiced by Alea Games in accordance with the agreed fees. Maintenance Fees and Fees for additional services are invoiced to the Operator upon occurrence.
- 8.7 **Payment** – The Operator agrees to pay the invoices within thirty (30) days following the end of the calendar month for which the invoice is issued.
- 8.8 **Payment default** – In the eventuality that the Operator fails to pay the Set-up Fee (i), Monthly Fees (ii) and/or Maintenance Fees (iii), in part or in full, due to Alea Games in terms of this Agreement within the prescribed term, Alea Games may immediately and without giving any notice to the Operator, suspend the rights and Services it grants to the Operator and/ or terminate this Agreement, without any liability on its part and without prejudice to its rights. Interest at the maximum rate allowed by the law shall be charged on all amounts due and outstanding.
- 8.9 **Audit** – Alea Games 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 any other online facilities on which the Licensed Software is installed or which Alea Games reasonably believes it might be installed; in connection herewith, the Operator undertakes to ensure that Alea Games shall have remote access to conduct its inspections, as reasonably required by Alea Games; 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.
 - b. **Costs**
 1. Any such inspection or audit shall be at the cost of Alea Games. However, should Alea Games thereby discover any errors, omissions or other non-compliance with the provisions of this Agreement by the Operator and detrimental to Alea Games, then,

without prejudice to any other rights which Alea Games 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 Games 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 Security deposit

- 9.1 A Security Deposit shall be paid to Alea Games as a guarantee for the fulfilment of the Operator's obligations under this Agreement. The amount of the Security Deposit is further specified in Schedule 2.
- 9.2 The Operator agrees and confirms that in the eventuality that the Operator fails to carry out any of its obligations arising in terms of this Agreement, the Security Deposit shall be forfeited in favour of Alea Games, without prejudice to any other rights of Alea Games arising in terms of this Agreement or at law to recover any monies due to it under this Agreement and/or to seek any damages suffered.

10 Liability

- 10.1 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.
- 10.2 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.
- 10.3 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 an Intermediary and/or an End-User inconsistent with the Agreement;
 - e. any claim brought against Alea Games and/or the Gaming Provider by any End-User, Intermediary, Supervisory Authority or other, save for where directly caused by Alea Games' breach of the Agreement.

- 10.4 The Operator agrees to defend, hold harmless, and indemnify Alea Games 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.
- 10.5 The Operator further acknowledges and agrees that Alea Games:
- a. Does not warrant that the Licensed Software will be uninterrupted or error-free, and
 - b. Will, notwithstanding anything to the contrary in this Agreement, not be liable for any defects 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,
 - Failure of electric power or environmental control systems, or
 - Failure of hardware or software not supplied by Alea Games.
- 10.6 Alea Games 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.
- 10.7 Save as set out in this Agreement, all 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 Games towards the Operator.
- 10.8 In the event of any breach of Alea Games' obligations under this Agreement (whether by reason of defects or otherwise) the Operator's sole remedy and Alea Games' only obligation and liability to the Operator will be for Alea Games to replace or repair, or, as the case may be, request the Gaming Provider to replace or repair, the Licensed Software in question.
- 11 Limitation of liability**
- 11.1 Alea Games 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 Alea Games was aware of the circumstances in which such special, indirect or consequential loss could arise).
- 11.2 Subject to this Section 11, the total aggregate liability of Alea Games, whether in contract, tort (including negligence) or otherwise and whether in connection with this Agreement or for any related cause, will in no circumstances exceed a sum equal to the total Fees, Alea Games received from the Operator, in the three (3) months preceding the date on which the claim arose.
- 11.3 The exclusions in this Section 11 will apply to the fullest extent permissible at law, but neither Party excludes liability for:
- Death or personal injury caused by its own negligence, its officers, employees, contractors, Intermediaries, End-Users or agents,
 - Fraud or fraudulent misinterpretation, or

Any 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 Section 12.
- 12.2 Either of the Parties may terminate this Agreement by giving the other Party at least six (6) 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 Games may immediately terminate this Agreement in full or in part upon giving written notice to the Operator, if:
- a. The Operator 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 Games, to bring the Licensed Software or Gaming Providers into disrepute, or have a material adverse effect on the goodwill of Alea Games 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 Games 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 Games will terminate access to the Licensed Software on the Web Site 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 Games all of the documentation of the Licensed Software and all intellectual property rights licensed, supplied or delivered by Alea Games 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 Games, destroyed.
- 12.7 The provisions of Schedule 3 (Confidentiality) 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, trade mark 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 Games any information it shall have regarding the improper or wrongful use of the Licensed Software, or Alea Games' 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 Games may reasonably require to assist Alea Games 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 GAMES', GAMING PROVIDER'S OR OTHER THIRD PARTY'S, 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 GAMES	OPERATOR
Contact person:	François Dogon	Viktoriya Lazarenko
Address:	Landhuis Groot Kwartier, Kwartierstraat 12, Curacao	Groot Ukraine, Shevchenka str.9 flat 62
Email:	Games@alea.com	Director@winol.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)



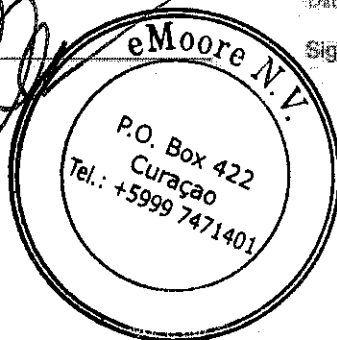
acts of God, perils of the sea or air, fire, flood, drought, explosion, sabotage, accident, embargo, riot, civil commotion or civil authority, including acts of local government and parliamentary authority.

- 14.2 **Assignment** – The Operator may not assign this Agreement, by operation of law or otherwise. Alea Games 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 Curacao. 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 Curacao.
- 14.7 **Amendments** – Amendments to this Agreement must be agreed in writing and signed by both Parties.

EXECUTED

FOR ALEA GAMES:

Name: eMoore N.V.
Title: Managing Director
Signature: _____



FOR THE OPERATOR: The Luck Factory B.V.

Name: Global Related Services B.V.
Title: Director
Date: 26 March 2018
Signature: _____
Ms. Gonnoud Mercedes Hammoud.

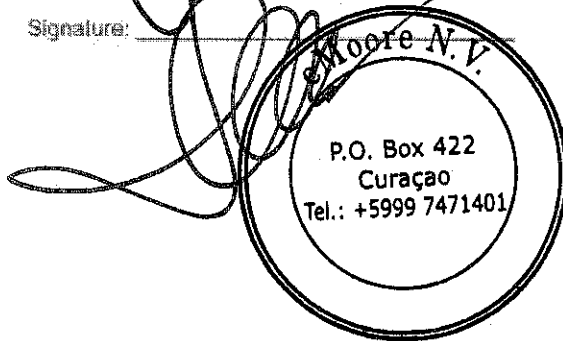
Schedule 1
Authorised Web Sites

For the purposes of the Agreement, the following online gaming web site(s) managed by the Operator have been approved by Alea Games for the use of the Licensed Software:

<https://www.winoui.com>

FOR ALEA GAMES:

Name: eMoore N.V.
Title: Managing Director
Signature: [Signature]



FOR THE OPERATOR: The Lock Factory B.V.

Name: Global Related Services B.V.
Title: Director
Date: 26 March 2018
Signature: [Signature]
Mr. Goukoud Mercedes Hammoud.

Schedule 2
Fee structure and Marketing requirements

A. Set-Up Fee

The Operator agrees and undertakes to pay to Alea Games an initial Set-Up Fee of zero Euros (€ 0.00). The Set-Up Fee is to be paid in full before the Go-live date onto Alea Games' bank accounts.

B. Monthly Fees

The Monthly Fees are composed of:

1. Monthly Platform Fee

The Monthly Platform Fee to be paid by the Operator to Alea Games represents two percent (2%) of the Operator's overall Net Revenue (as defined in Article 8 of the Agreement).

The Monthly Platform Fee shall not be less than the Minimum Monthly Platform Fee set at three thousand Euros (€3.000).

2. Licensed Games Fee

The Licensed Games Fee to be paid monthly by the Operator to Alea Games is set in each Games Package Addendum.

C. Maintenance Fees

The Maintenance Fees are paid for specific maintenance services on any part of the Licensed Software, where applicable. They are invoiced on the basis of an hourly rate of 50 EUR/hour.

D. Additional Fees

For any additional services requested by the Operator and agreed upon between the Parties, additional fees shall be invoiced by Alea Games as agreed by the Parties, on a case to case basis.

E. Security Deposit

A Security Deposit of zero Euros (€0.00) shall be paid to Alea Games as a guarantee for the fulfilment of the Operator's obligations under this Agreement.

F. Marketing Requirements

1. The Operator agrees not to make any announcements or press releases with regard to this Agreement or the Operator's relationship with Alea Games and/or any Gaming Provider without the prior written consent of Alea Games.
2. Violation of this provision by the Operator will constitute grounds for immediate termination of this Agreement by Alea Games 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.
3. The Operator will use its best efforts to proactively market the Licensed Games through the Web Site and any additional relevant media.
4. Marketing will start no later than 3 days after the Go-Live Date and continue regularly until termination of the Agreement.

5. Additional marketing requirements may be set out in the Games Package Addendum.

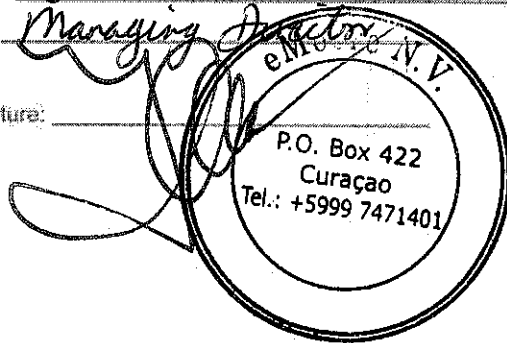
ALL FEES QUOTED ABOVE ARE EXCLUSIVE OF ANY VALUE ADDED TAX (VAT) PAYABLE.

FOR ALEA GAMES:

Name: eMoore NV.

Title: Managing Director

Signature: _____



FOR THE OPERATOR: The Luck Factory B.V.

Name: Global Related Services B.V.

Title: Director

Date: 26 March 2018

Signature: _____

A handwritten signature in black ink, appearing to read "Ms. Gouda Mercedes Hammond".

Ms. Gouda Mercedes Hammond.

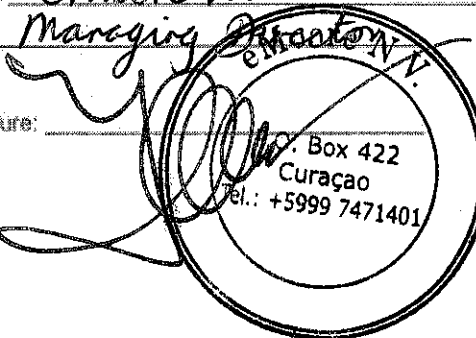
Schedule 3
Confidentiality

3. 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/Gaming Providers/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, Gaming Providers, Intermediaries or other services providers, their parent company, subsidiaries, branch offices.
4. 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/Gaming Providers/Intermediaries and other services providers.
5. 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.
6. 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 Games.
7. 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.
8. 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;
9. 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.

FOR ALEA GAMES:

Name: e Moore M.
 Title: Managing Director
 Signature: [Signature]



FOR THE OPERATOR: The Luck Factory B.V.

Name: Global Related Services B.V.
 Title: Director
 Date: 26 March 2018
 Signature: [Signature]
Ms. Goudoud Mercedes Hammoud