

1X2 NETWORK

Est.2002

1X2 NETWORK SOFTWARE LICENCE – V2.

- and -

The Luck Factory B.V.

The information in this document is confidential to the person/company to whom it is addressed (entitled above) and should not be disclosed to any other person. It may not be reproduced in whole, or in part, nor may any of the information contained therein be disclosed without the prior consent of the directors of Football1X2 Ltd, trading as 1X2 NETWORK ('the Company') and its subsidiaries. A recipient may not solicit, directly or indirectly (whether through an agent or otherwise) the participation of another institution or person without the prior approval of the directors of the Company.

Any form of reproduction, dissemination, copying, disclosure, modification, distribution and or publication of this material is strictly prohibited.

Licensor:

1X2 NETWORK

Est.2002

Licensee:



THIS AGREEMENT is made this 05th November 2019

BETWEEN:-

1. **Football1X2 Limited** (trading as **1X2NETWORK with brands of 1X2gaming and Iron Dog Studio**) a private limited company registered in England, registered number 04783082, whose registered office is at c/o Brown & Batts LLP, Berkeley Square House, Berkeley Square, London, England, W1J 6BR, trading as **1X2 NETWORK**

(the "Licensor" or "1X2"); and

2. The Luck Factory B.V. a private limited company, registered number **145738**, whose registered office is at **Kaya Richard J, Beaujon z/n, P.O. box 6248, Willemstad, Curacao** (the "Licensee")

The Licensor and the Licensee are also jointly defined herein as the "Parties" and each of them is defined as the "Party".

WHEREAS:-

- (A) The Licensor is a company whose activities include the licensing of on-line software (as defined below).
- (B) The Licensee is a company whose activities are either the provision of a fully interactive on-line sports betting and gaming network, or the platform and aggregation of gaming content for online gaming services.
- (C) The Licensee distributes to, and/or owns /operates one or a number of websites or any other remote means through which games may be made available to players, and may also provide content to third party websites operated externally as part of a white label and content provider.
- (D) The Licensor has the entitlement to distribute the Licensed Material (term as defined hereunder) and is willing to grant a non-exclusive licence thereof to the Licensee, and the Licensee is willing to accept such service and such a licence, on the following terms.

IT IS AGREED as follows:-

1. DEFINITIONS AND INTERPRETATION

- 1.1. In this Agreement the following words and phrases shall, unless the context states otherwise, have the following meanings:-

Licensor:

1X2 NETWORK

Est. 2002

Licensee:



"1X2 Games" means those games listed from time to time on the 1X2 Catalogue which have been developed by 1X2 and are identified as such;

"1X2 Catalogue" means the list of games which are made available by 1X2 pursuant to this Agreement as listed in the client portal accessible by means of the URL <http://football1x2games.com/source/assets.jsp> (or such other URL as may be notified from time to time by 1X2 to Licensee), which list of games may be amended from time to time by 1X2 at its discretion.

"AML Rules" means (a) EU Directive 2051/849 and any directive which supplements or replaces same (b) Applicable law which implements and transposes said EU directives and (c) any special rules issued by any competent authority in respect to anti-money laundering, kyc and similar matters as may be required by Applicable Law.

"Applicable Law" means any laws, rules, regulations, directives, condition or any other requirement to which a Party is subject as a result entering into this Agreement and/or the carrying out of the Relevant Gaming Activity in a particular territory.

"Business Hours" means Monday to Friday from 9.00am to 5.00pm UK Time on any Business Day

"Business Day" means any day, other than Saturday, Sunday or any public holiday when banks in London are generally open for business.

"Commencement Date" means the date of signature of this Agreement

"Confidential Information" means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with this Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such), unless such is expressly excluded in terms of Clause 11

"Control" means the possession by person, directly or indirectly, of the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and "Controls", "Controlled" and other similar words shall be interpreted accordingly;

"Core Game" shall be read and construed in terms of Clause 3.10(c);

"Delivery Date" means the date on which the notification sent by 1X2 pursuant to Clause 4.4 that Acceptance Tests may be carried out is provided



"Documentation" means the instruction manuals, user guides and other documentation relating to the Licensed Material issued from time to time by the Licensor during the Term;

"Excluded Territory" or "Excluded Territories" shall mean a territory in or towards which the supply of gaming services, the promotion of any gaming service and/or the acceptance of any bets or wagers is (a) specifically prohibited by Applicable Law; (b) is included in Schedule 4 hereinafter attached or (c) is specifically considered as such by 1X2, and to this respect the Licensee acknowledges that, upon receiving a notification to this effect by 1X2 (email being an acceptable method of providing such notification), 1X2 shall have the right to indicate a particular territory as falling within the scope of this definition, and the contents of Schedule 4 shall be amended accordingly;

"Gaming Site" means the websites operated by or on behalf of Licensee and/or Sub-Licensee, including for the avoidance of doubt any website related to a Skin Partner as included in Schedule 1 hereafter, amended from time to time in terms of the provisions of this Agreement. Provided that for the purpose of this Agreement, in the event that 1X2 resolves to make the functionalities currently available in a website through any other means of delivery (such as through a betting app), and further provided that 1X2 resolves to provide such functionality to the Licensee as part of this Agreement, the term "Gaming Site" shall also include any such additional method of delivery, as 1X2 in its discretion may add and provide.

"Gross Gaming Revenue" or "GGR" shall have the meaning ascribed to it in Schedule 2.

"Intellectual Property Rights" means all patents, copyrights, design rights, trademarks, service marks, trade secrets, know-how, database rights, other intellectual property rights and rights in the nature of intellectual property (in each case whether registered or unregistered and including both registrations and all applications therefore) and all rights or forms of protection of a similar nature or having equivalent or similar effect anywhere in the world;

"Licensed Games" shall mean the 1X2 Games and the Third Party Games (as relevant and appropriate in the circumstances), which are or have been made available on the Gaming Site under this Agreement;

"Licensed Material" means the Software, the Licensed Games and the Documentation, including any Modifications thereof.

"Modification" means:

Licensor:

1X2 NETWORK

Est. 2002

Licensee:



- (i) Any change or amendment to, or upgrade or new version of, the Software and/or the Documentation (including the addition of new games or facilities to the Software); or
- (ii) any new release of the Software and/or the Documentation which (in either case) from time to time is publicly marketed and offered for purchase by the Licensor in the course of its normal business;

"Net Gaming Revenue" or "NGR" shall have the meaning ascribed to it in Schedule 2.

"Operator Data" shall refer to any data whatsoever relating to Licensee, the Sub-Licensees and any players thereof which is generated pursuant to this Agreement and which is stored by or otherwise available to 1X2;

"Player" means an end user player duly registered with a Gaming Site's operator duly authorised by a competent regulatory authority;

"Relevant Gaming Activity" means [i] in respect of a Licensee which engages in the business of a B2C operator (a) the operation and promotion of a Gaming Site, (b) making the Licensed Material available to the Players and (c) matters ancillary thereto, and [ii] in respect of a Licensee which engages solely in the business of a B2B operator, (a) the sub-licensing of the Licensed Material in terms of Clause 2.8 of this Agreement and (b) all such activities typically carried out by gaming aggregators, unless same are contrary to the provisions of this Agreement

"Skin Partner" means any third party for whom the Licensee operates a so-called "skinned" version of a Licensee Website which skinned version has its own URL and the look and feel of that third Party's website but is in fact operated by or on behalf of the Licensee as part of the Licensee's business and pursuant to the Licensee's own gaming license;

"Software" means the back office, management and admin solution developed by Licensor (including for any doubts any Modifications thereto), as further described in the Specifications;

"Special Game" shall be read and construed in terms of Clause 3.10(d);

"Specifications" shall refer to the 1X2NETWORK Technical Integration API Document, hereinafter attached and marked as Annex [1],

"Term" means the term of this Agreement and shall be read and construed in accordance to the provisions of Clause 8;

Licensor:

1X2 NETWORK

Est. 2002

Licensee:



“Third Party Games” means those games listed from time to time on the 1X2 Catalogue, other than 1X2 Games, the providers of which, and the commercial terms as such, are detailed in Schedule 5

“Training” shall be read and construed in terms of Clause 4.11

- 1.2. The headings in this Agreement do not affect its interpretation. Save where the context otherwise requires, references to Clauses and Schedules are to clauses and schedules of and to this Agreement.
- 1.3. Unless the context otherwise requires:
 - 1.3.1 References to the Licensor and the Licensee include their respective permitted successors and assigns;
 - 1.3.2 References to statutory provisions include those statutory provisions as amended or re-enacted; and
 - 1.3.3 References to any gender include all genders.
 - 1.3.4 References to the singular and plural will include both.
- 1.4. In the case of conflict or ambiguity between any provision contained in the body of this Agreement and any provision contained in any Schedule, the former shall take precedence.

2. GRANT OF LICENCE

- 2.1. Subject to the Licensee not being in breach with the terms set out in this Agreement and further subject to the payment of all applicable fees set out herein, the Licensor grants to Licensee, which accepts, a limited, revocable, non-transferable, non-exclusive licence to use the Licensed Material for the Term, in terms and in accordance with the provisions set out in this Agreement.
- 2.2. The license granted pursuant to the provisions of Clause 2.1 above shall be limited and subject to the provisions of this Agreement, including the following:

Use

- 2.3. All licenses and rights granted pursuant to this Agreement shall be limited to the Licensee operating the Relevant Gaming Activity.

Licensor:

1X2 NETWORK

Est. 2002

Licensee:



- 2.4. Licensee hereby acknowledges that it is licensed and authorized to use the Licensed Material only in accordance with the express terms of this Agreement and not further or otherwise.

Territory

- 2.5. The Licensee agrees that it will not solicit wagers from or carry out any activity whatsoever in any Excluded Territory.

License & Authorisation

- 2.6. The license and rights granted pursuant to this Agreement is subject to and conditional upon the Licensee being in possession of all necessary permits, authorisations and licenses to carry out the Relevant Gaming Activity.
- 2.7. In the event that either Party has an approval, consent or license withdrawn or suspended it shall notify the other Party forthwith. In the event that this Agreement cannot be performed lawfully due to a license or consent being withdrawn, cancelled, suspended or otherwise ceasing to apply, the Parties shall consult in good faith for the orderly termination hereof.

Sub-licensing

- 2.8. Provided that the Licensee is in full compliance with the terms of this Agreement, and subject to obtaining the prior written consent and approval of the Licensor (which consent can be withheld at the Licensor's sole and unfettered discretion), the Licensee shall have the right to sub-license the Licensed Material to a third party (hereinafter the "Sub-Licensee"). Without prejudice to the generality of the aforesaid and subject to any additional terms and conditions that the Licensor may deem fit and appropriate in the circumstances, it is being expressly agreed between the Parties that any sub-license provided pursuant to this Clause shall be subject to the following minimum requirements:
- (a) The Sub-Licensee must be in possession of the necessary permits, authorisations and licenses to be able to engage in the proposed business activity;
 - (b) The Sub-Licensee must be bound by an agreement, entered into with the Licensee, with broadly the same or more stringent terms as those obligations accepted by the Licensor in this Agreement.
 - (c) Sub-Licensee must protect and only use the Confidential Information and Intellectual Property Rights of the Licensor on the same or more stringent terms as those obligations accepted by the Licensor in this Agreement, and shall recognise and acknowledge in full the rights of the Licensor.

Licensor:

1X2 NETWORK

Est. 2002

Licensee:



- (d) The amount due as royalty, payment or otherwise pursuant to the sub-license agreement shall not be less than the one set out herein and payable by Licensee to Licensor, or such other amount as may be determined by Licensor at its sole discretion.
- (e) Any sub-license provided pursuant to this Clause to a Sub-Licensee may be terminated at any moment in time by 1X2;
- (f) The Sub-Licensee shall not be allowed to grant any further sub-licenses;
- (g) The Licensee shall be liable and responsible for any acts, actions or breaches attributable to the Sub-Licensee, and to any damages, fines or penalties that may arise as a result thereof.

Anti-money laundering & Prevention of Financing of terrorism

- 2.9. The Licensee agrees and undertakes to comply with any and all applicable AML Rules and will provide to the Licensor any documentation that Licensor considers reasonable in this respect. The Licensee acknowledges that a due diligence exercise must be carried out by the Licensor in relation to the Licensee in terms of AML Rules and accordingly, this Agreement is conditional upon the Licensor being satisfied that (a) the Licensee is deemed to be a subject person in terms of AML Rules and (b) the Licensee and the Licensee's ultimate beneficial owners poses no money laundering risks and are fully in compliance with AML Rules.
- 2.10. Without prejudice to the generality of the aforesaid, it is being expressly agreed that:
- (a) Licensee must provide information about the corporate structure of the corporate entity through which it proposes to provide gaming services pursuant to this Agreement, and all ultimate beneficial owners must be duly identified and verified. A due diligence exercise in respect of the entity and the ultimate beneficial owners must be carried out and the Licensor must be satisfied with the outcome thereof and that neither provide any money laundering and/or financing of terrorism risks in terms of AML Rules; and
 - (b) By signing this agreement, the Licensee confirms that it implements measures and procedures which are appropriate and adequate for the detection and prevention of money laundering and financing of terrorism in terms of the AML Rules, and shall, upon request provide any information reasonably requested by 1X2 in this respect.
- 2.11. In addition, the Licensee further agrees that, in the event that Licensor and/or any third party content provider, suspects fraud and/or money laundering, it shall have the right to order the Licensee to freeze a Player's account pending investigation and take any and all further actions Licensor and/or any third party content provider may deem necessary.

Licensor:

1X2 NETWORK

Est. 2002

Licensee:



Provided that Licensor and/or third party content provider shall incur no liability in the event that Licensor and/or any third party content provider exercises the right set out in this Clause.

- 2.12. The Licensee shall provide 1X2 with all due diligence documentation reasonably requested from time to time by 1X2. The Licensee irrevocably and unconditionally undertakes to notify 1X2 forthwith upon the change of any information previously provided. The Licensee undertakes to provide any documentation requested by 1X2 or which becomes necessary following a change in any information previously disclosed within fifteen (15) days of receiving such request, or the change in the circumstances, as may be applicable. In the eventuality that the Licensee fails to provide the documentation requested within the prescribed term, 1X2 shall have the right to terminate this Agreement forthwith and without prejudice to any other right that may have in terms of this Agreement and in terms of the law.

Return to player ('RTP')

- 2.13. The Licensee shall be responsible for the on-going monitoring of the published game's rate of return to a player ('RTP'), and shall ensure that this is achieved at all times.

Change of Control

- 2.14. The Licensee should immediately notify the Licensor pursuant to any change in shareholding structure and any other circumstance which results in a change of Control. Upon a change in Control, the Licensor reserves the right to immediately terminate this Agreement forthwith and without prejudice to any other right that may have in terms of this Agreement and in terms of the law.

Third Party Games

- 2.15. The use of Third Party Games is subject to additional terms set out by the respective third parties, currently set out in Schedule 5 hereinafter attached. Licensee acknowledges that the third parties have the right to amend the said terms at any time and accordingly, the use of such Third Party Games is subject to ongoing compliance with such updated terms.

General

- 2.16. It is being expressly agreed between the Parties that:

Licensor:

1X2 NETWORK

Est. 2002

Licensee:



- (a) Licensee shall not be provided with access to any of the equipment or hardware procured by 1X2 pursuant to this Agreement, whether physical, remote or otherwise;
- (b) 1X2 shall not install the Licensed Material on any of Licensee's infrastructure but shall only provide access to such Licensed Material under the method, more commonly referred to as "software as a service". Furthermore, Licensee waives the right to receive a copy of the Licensed Material in any media whatsoever, and shall ensure that each Sub-Licensee similarly waive such right. To the extent that a copy thereof is required to be provided by applicable law, it is being expressly agreed that under no circumstances shall 1X2 be required to provide a copy of the source code of the Licensed Material or of any other deliverable provided pursuant to this Agreement;
- (c) the provisions set out in this Agreement are also intended to bind and be applicable towards any Sub-Licensees and, where applicable, the Licensee shall be required to procure that the Sub-Licensee complies with such provisions. Licensee irrevocably agrees and undertakes that it will enter into agreements with Sub-Licensees in order to ensure that they become bound accordingly. Without prejudice to the aforementioned, Licensee is in all respect liable towards and indemnifies 1X2 for Sub-Licensee's actions and omissions as though these actions and omissions committed by Licensee itself.

Access to competent authorities

- 2.17. The Parties acknowledge that in terms of Applicable Law, competent regulatory authorities may have the right to request access to any and all information, documents and other data as they deem fit and appropriate. Upon the receipt of a notification to this effect, both Parties irrevocably undertake to give competent authorities with access to any data, information, material or infrastructure as may be requested by such competent authorities in terms of Applicable Law.

3. LICENSEE'S OBLIGATIONS

Gaming Site

- 3.1. Licensee shall be responsible for developing, hosting and managing the Gaming Site and procuring any application, tool, software and functionality which 1X2 does not expressly agree to provide pursuant to this Agreement.

Integration

Licensor:

1X2 NETWORK

Est. 2002

Licensee:



- 3.2. The Software and the Licensed Games are to be tightly integrated with the Gaming Site in terms and in accordance with 1X2's integration manuals and APIs (both set out in the Documentation), and the responsibility to ensure that this is carried out rests solely with the Licensee. Licensee expressly acknowledges that 1X2 shall have the right to update the APIs and/or Documentation. By not later than three (3) months following the receipt of a notification in writing containing the updated API and/or Documentation, Licensee agrees to, and shall ensure that Sub-Licensees, comply with such updated APIs and/or updated Documentation.
- 3.3. Upon being requested to do so, 1X2 shall provide Licensee with any reasonable assistance that Licensee and/or the Sub-Licensee (as the case may be) requires in relation to any integration (or part thereof). Any assistance provided in excess of thirty five (35) Business Hours shall be charged at 1X2's hourly rates applicable at the time of the provision of the service.
- 3.4. If 1X2 agrees to provide services to a Sub-Licensee as further described above, 1X2 shall be considered to be a sub-contractor of Licensee, and accordingly, 1X2 shall have no contractual relationship in this respect towards / with the Sub-Licensee.
- 3.5. It is however being expressly agreed by all the Parties that integration requires the efforts of 1X2, Licensee and Sub-Licensee (where relevant), and may be further impacted by matters beyond the reasonable control of 1X2. Accordingly, 1X2 is hereby providing no warranty and making no representation that such integration will be successfully completed. Licensee shall ensure that this provision is reflected in the agreement that is entered between Licensee and the Sub-Licensee.

Operations

- 3.6. The Licensee shall be fully responsible for the day to day activities of the Gaming Site and the Relevant Gaming Activity. Without prejudice to the generality of the aforesaid, the Licensee shall be responsible for player support, promoting and marketing the Gaming Site, player management and support, pay-out management, risk management, AML monitoring and fraud management.
- 3.7. The Licensee shall be required to give adequate prior notice to 1X2 in the event that the Licensee engages in any promotional or marketing campaign which it reasonably expects to generate an increase in the activity on the Gaming Site so that 1X2 can take any precautions that may be required to take into account the increase in traffic and business activity.

Licensor:

1X2 NETWORK

Est. 2002

Licensee:



Marketing & Promotion

- 3.8. The Licensee shall endeavour to market and promote the Gaming Site actively in order to ensure that the operations are successful and profitable. 1X2 shall have the right, but not the obligation, to require the Licensee to undertake any marketing activity it considers fit and appropriate.

Games

- 3.9. The Licensee shall make one or a number of Licensed Games available to Players on the Gaming Site, and the Licensee undertakes that such Licensed Games shall be placed in a prominent position in the Gaming Site.
- 3.10. The Licensee acknowledges that, subject to providing the Licensee prior written notice, 1X2 shall have the right to:
- (a) remove any game previously provided from the portfolio of games available on the Gaming Site and upon the lapse of the period indicated in the notice sent by 1X2 to Licensee in this respect, such particular game shall no longer be considered to be a Licensed Game;
 - (b) Add new games to the 1X2 Catalogue;
 - (c) Elect to determine that a particular game is a Core Game, and thus the Licensee shall be required to make such game available on the Gaming Site in a prominent position;
 - (d) Elect to determine that a particular game is a Special Game, and thus subject to additional terms. The Licensee shall not be required to make such Special Game available on the Gaming Site, but should it be desirous of doing so, the Licensee shall be required to enter into a supplementary agreement with 1X2 regulating the terms under which such Special Game is licensed or otherwise made available and
 - (e) Determine that a Licensed Game may not be available in a particular territory.

Territory & Regulatory

- 3.11. The Licensee irrevocably and unconditionally undertakes:
- (a) not to allow the Gaming Site to be accessible from,
 - (b) not to carry out the Relevant Gaming Activity in, and/or
 - (c) not to accept any bets or wagers from Players located in,
- any Excluded Territory, and to this regard shall ensure that it implements and adopts methods which are designed to assist in this respect, in terms of good industry practice.

- 3.12. In the event that 1X2 considers the technological means implemented by the Licensee to be inadequate or inefficient, it shall notify the Licensee in writing (email being an acceptable means of sending such a notification) and may request the Licensee to implement particular technology. The Licensee shall be considered to be in breach of this Agreement if it does not implement the technology indicated by the Licensee in the notification sent within the time-frames set out therein.
- 3.13. Licensee shall be fully responsible for the payment of any applicable gaming and other similar taxes arising as a result of the operation of the Gaming Site and the carrying out of the Relevant Gaming Activity.
- 3.14. Any and all fee or amounts due to any competent authority in relation to the addition of a Skin Partner, the inclusion of a domain in the list of approved domains and other fees of a similar nature shall be borne entirely by the Licensee.
- 3.15. Licensee shall keep 1X2 fully indemnified against all fines and penalties imposed on 1X2 by any competent authority arising from any act or omission of Licensee or any Sub-Licensee.

Currencies

- 3.16. The currencies supported by 1X2 are included in the Specifications. Unless expressly agreed in writing, the Licensee shall not accept any deposits or allow the use of cryptocurrencies in the Gaming Site.

Domains

- 3.17. The Gaming Site shall only be accessed through domains which have been approved in writing by 1X2. The Licensee acknowledges that 1X2, acting reasonably and in good faith shall have the right to request that access to a Gaming Site through a particular domain is restricted or terminated, provided that prior to exercising its right pursuant to this Clause, 1X2 shall endeavour to provide Licensee with adequate prior written notice.

4. BRANDING, DELIVERY & ACCEPTANCE

Branding

- 4.1. To the extent that it is possible and practicable, and subject to the payment of the fees set out in Schedule 2, 1X2 may modify the Licensed Material to include the colour schemes, visual identity, typography, branding, trademarks and logos of the Licensee. On the basis

Licensor:

1X2 NETWORK

EST. 2002

Licensee:



of the information, graphics and design that Licensee provides in this respect, 1X2 shall provide the Licensee with graphical illustrations of the branding exercise that 1X2 intends to carry and Licensee shall have the right to request reasonable modifications to the proposed branding within not later than five (5) Business Days following the receipt of the proposed branding. To the extent possible and practicable, 1X2 shall modify the proposed branding to take into account the suggestions received by Licensee.

Hardware

- 4.2. 1X2 shall, at its own cost and expense (a) procure hardware that it considers appropriate for the installation and hosting of the Licensed Material, (b) install the Licensed Material on such procured hardware and (c) configure Licensed Material and procured hardware. Any restrictions set out in this Agreement in relation to the use of the Licensed Material shall similarly apply to the use of any hardware procured by 1X2 pursuant to this Agreement.

Acceptance Testing

- 4.3. As soon as reasonably practicable following Integration, the Parties shall carry out acceptance testing in terms of the following clauses.
- 4.4. As soon as reasonably practicable, 1X2 shall notify Licensee that the Licensed Material (or part thereof) has been installed and/or integrated and that acceptance tests may be carried out. 1X2 shall supply Licensee with test data, test scripts and expected results which in its reasonable opinion is suitable to test whether the respective deliverable complies materially with the Specifications, together with the results expected to be achieved by processing such test data (hereinafter "Acceptance Tests").
- 4.5. Licensee shall undertake the Acceptance Tests, in the presence of 1X2 or its authorised representative within five [5] Business Days after the receipt of the notification indicated in Clause 4.4 above.
- 4.6. Should the Acceptance Tests confirm that the test data and test scripts generate the expected results, the respective deliverable shall be deemed to be accepted and Licensee shall immediately sign and deliver any document reasonably requested by 1X2 to confirm the satisfactory conclusion of such acceptance testing.

- 4.7. In the event of failure of the respective deliverable to materially pass the Acceptance Tests, Licensee shall, within a period not exceeding ten (10) Business Days provide 1X2 with a report identifying the errors and areas of non-compliance. Thereafter, 1X2 (if the defect is in the Licensed Material) or the Licensee (if the defect is in the Licensee's infrastructure), as the case may be shall within a period not exceeding twenty (20) Business Days following notification of the relevant failure, at its own expense correct the errors in the respective deliverable and notify the other Party that the respective deliverable is ready to repeat the Acceptance Tests, and such Acceptance Tests shall be repeated within five (5) Business Days after such notice at a time mutually convenient to the Parties ("the Repeated Acceptance Tests").
- 4.8. It is being expressly agreed that either Party shall be given the opportunity to correct errors and perform Repeated Acceptance Tests for multiple times, but either Party shall have the right to terminate this Agreement if a deliverable fails the Repeated Acceptance Tests for five (5) consecutive times.
- 4.9. Acceptance Tests shall take no longer than ten (10) Business Days, and upon the lapse of the said ten (10) Business Days, such tests shall be considered as having been concluded.
- 4.10. Notwithstanding the above, the respective deliverable shall be deemed to have been accepted on the occurrence of any of the following events:
- (a) If Licensee fails to initiate the process for Acceptance Testing (including Repeated Acceptance Test) within seven (7) Business Days from the notification given by 1X2 that the respective deliverable is ready for Acceptance Testing (including Repeated Acceptance Test);
 - (b) If Licensee fails to notify 1X2 of any errors or non-compliance identified in the Acceptance Tests (including Repeated Acceptance Test) undertaken within a period of two (2) Business Days following the conclusion of the Acceptance Tests (including Repeated Acceptance Test).
 - (c) the respective deliverable being put into operational use.

Provided that if a deliverable provided by 1X2 is put into operational use by the Licensee without passing the Acceptance Tests, 1X2 shall not be responsible or liable for any damages or liability howsoever arising as a result of the use thereof by the Licensee.

Licensor:

1X2 NETWORK

Est. 2002

Licensee:



Provided further that the Acceptance Tests shall be repeated on each occasion that a change in either Party's technological infrastructure is carried out. 1X2 assumes no responsibility or liability in the case that such tests are not carried out.

Training

- 4.11. As soon as reasonably practicable following the satisfactory conclusion of the Acceptance Tests, 1X2 shall provide Licensee with online demos, documentation and material intended to demonstrate the characteristics and functionalities of the Licensed Material.
- 4.12. No fees shall be due in respect to the training indicated in Clause 4.11 but any other training material provided subsequently shall be subject to fees at the then standard 1X2 rates.

5. FEES & BILLINGS

- 5.1. In consideration of the licenses granted and services provided by 1X2 to the Licensee pursuant to this Agreement, the Licensee shall pay 1X2 the amounts indicated in Schedule 2 and Schedule 5 hereinafter attached.
- 5.2. The Licensee shall be (as between the parties) solely and exclusively responsible for the payment of any betting, gaming and other taxes applicable to any exercise of the Licence by it or on its behalf.
- 5.3. All fees are exclusive of VAT. In the event that VAT, sales tax or any similar tax or duty, becomes due, such amount shall be added to the invoice issued by 1X2 at the then-applicable rates in accordance to applicable legislation.
- 5.4. All amounts due under this Agreement shall be paid in Euro (EUR) unless otherwise agreed and are paid within 21 days following the receipt of an invoice by the Licensor, unless a different time frame has been set out in Schedule 2. Where wagers or winnings are made or paid in other currencies, the conversion to EUR shall be the mid-market average rate during the calendar month for which the respective invoice relates (as shown by the historic conversion rates www.xe.com or in the event that such website becomes unavailable a similarly internationally recognised currency conversion website).

Licensor:

1X2 NETWORK

Est. 2002

Licensee: 

- 5.5. The Parties will maintain suitable accounting records to identify revenues generated and the gaming activity arising during the Term and to show amounts for verification purposes should they be required.
- 5.6. The Licensee may in good faith dispute all or any portion of an invoice submitted by 1X2 under this Agreement within ten (10) Business Days from the issuance thereof. If no notification as aforesaid is received within the said ten (10) Business Day period along with a detailed explanation about the circumstances giving rise to such dispute, such invoice may be considered as having been accepted in full by the Licensee.
- 5.7. The Licensors shall be entitled to charge the Licensee interest on all overdue payments at a rate of five per cent (5%) above the UK base rate from time to time in force of HSBC Banking Corporation accruing from day to day both before and after judgment.
- 5.8. To the extent necessary to verify the accuracy of any computation made under this Agreement or any statement provided by the Licensee, 1X2 shall have the right, at its cost, to examine the books, data and records of the Licensee during normal business hours and upon reasonable notice to the Licensee (or to appoint third parties to carry out such audit on its behalf); provided that Licensee has the right to redact from the records subject to examination any portions thereof as necessary to comply with such party's confidentiality obligations and to remove any data which is not relevant to this Agreement. Such right may be exercised by 1X2 during the term of this Agreement and for a period ending twelve calendar months thereafter, and accordingly all records and data subject to examination pursuant to this Clause shall be caused to be retained for the whole duration of the aforementioned period. If any such examination establishes any inaccuracy in any billing made prior to such examination, the necessary adjustments to such billings will be made promptly and interest at the rate provided in Clause 5.7 shall be applied. Provided that if the discrepancy between the amount originally billed and the actual amount resulting after the exercise carried out pursuant to this Clause is of an amount in excess of five per cent (5 %), the Licensee shall also reimburse 1X2 in respect of any reasonable professional charges costs expenses and disbursements incurred by 1X2 for carrying such audit.

6. WARRANTIES

General Warranties

- 6.1. Each Party represents, warrants and undertakes towards the other that:

Licensor:

1X2 NETWORK

Est. 2002

Licensee:



- (a) it has the full right, power, legal capacity and authority to perform its obligations under this Agreement, and
- (b) the entering by it into this Agreement and the performance thereof, will not conflict with, or breach the terms, conditions or provisions of, or default under any other agreement or licence to which it is a party.

Intellectual Property Warranties

6.2. 1X2 warrants that the Licensed Material:

- (a) has been developed entirely through their own efforts for its own account or it has otherwise procured all the necessary rights and licenses to use and
- (b) it does not knowingly infringe any patent, copyright, trade secret or any other Intellectual Property Rights of any third party and that no notification was ever received in this respect.

Software & Hardware Warranty

6.3. The Licensee acknowledges that

- (a) software in general is not error-free and
- (b) as a result of unforeseen circumstances, hardware may fail,

and agrees that the existence of such errors in the Licensed Material and/or the failure of the hardware and/or interruption in any service provided herein as a result of such unforeseen circumstances shall not constitute a breach of this Agreement.

6.4. The Licensed Material and any hardware procured and provided by 1X2 pursuant to this Agreement shall be, as far as reasonably possible, free of all material defects in design and workmanship, and 1X2 will take all reasonable necessary steps in accordance with the provisions of this Agreement (particularly Schedule 3) to correct any defect in the Licensed Material and/or failure of the hardware.

6.5. Notwithstanding anything contained in this Agreement, 1X2 is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the Internet.

6.6. TO THE EXTENT PERMITTED BY THE APPLICABLE LAW, AND SAVE AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, THE LICENSED MATERIAL AND OTHER DELIVERABLE WHICH 1X2 PROVIDES UNDER THIS

Licensor:

1X2 NETWORK

Est. 2002

Licensee:



AGREEMENT IS PROVIDED "AS IS". 1X2 DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE LICENSED MATERIAL, THE HARDWARE AND OTHER DELIVERABLE OR SERVICES PROVIDED, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY THAT THE LICENSED MATERIAL AND/OR THE HARDWARE PROVIDED WILL BE FREE OF VULNERABILITY TO INTRUSION, HACK OR ATTACK OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

7. INTELLECTUAL PROPERTY RIGHTS

Intellectual Property of 1X2

- 7.1. All title, rights and interests (including the Intellectual Property Rights) in the Licensed Material belong to and shall remain vested in the 1X2 or its licensors. Licensee shall notify 1X2 immediately if the Licensee becomes aware of any authorised use of the whole or part of the Licensed Material by any person.
- 7.2. Licensee shall not during the subsistence of this Agreement or at any time thereafter in any way question or dispute 1X2's ownership of the Licensed Material.
- 7.3. For the avoidance of doubt, Licensee shall not be authorized to use the Licensed Material other than on or in conjunction with the hardware procured by 1X2 and provided pursuant to this Agreement.
- 7.4. Licensee hereby acknowledges that it is licensed and authorized to use the Licensed Material only in accordance with the express terms of this Agreement and not further or otherwise.
- 7.5. In the event that new inventions, designs or processes evolve in performance of or as a result of this Agreement, the Licensee acknowledges that the same shall be the property of 1X2.

Intellectual Property of Licensee

- 7.6. During the term of this Agreement, 1X2 shall be licensed to use any of the Licensee's colour schemes, visual identity, typography, branding, trademarks and logos solely and exclusively for carrying out any branding work (as further described in terms of Clause 4.1 (hereabove) and for discharging its obligation and duties set out in this Agreement.

Licensor:

1X2 NETWORK

Est. 2002

Licensee:



Licensee warrants that it has the right to use such material and to provide 1X2 with the necessary licenses and rights as described above, and shall fully indemnify 1X2 against all costs, expenses or penalties incurred as a result of this warranty. 1X2 shall not acquire any title in relation to such branding, trademarks or logos.

IPR Claim

- 7.7. 1X2 shall indemnify and keep the Licensee free and harmless from any damages, fines or penalties that arise as a result of a third party alleging or claiming that the Licensed Material breach their rights, or the rights of another third party, PROVIDED THAT (a) Licensee notifies 1X2 immediately upon the receipt of the claim (and in no event later than 7 Business Days thereafter); (b) Licensee makes no admission or settlement of any such Claim or demand; (c) 1X2 is given full control and conduct of the defence of any such claim or demand and the settlement thereof and (d) the Licensee provides 1X2 with any reasonably assistance which may be required in this respect.
- 7.8. in the event of any claim being made that the Licensed Material or any part of it infringes the Intellectual Property Rights of any third party, 1X2 shall be entitled at its option and expense to:
- (a) obtain or attempt to obtain the right for the Licensee to continue to use the Licensed Material ; or
 - (b) modify or replace the Licensed Material without materially reducing its overall performance so it does not infringe; or
 - (c) if such remedies are not reasonably available, terminate this Agreement by giving Licensee five (5) Business Days' prior written notice. In the event that 1X2 elects to exercise the option set out herein, it shall be required to refund Licensee any amounts received by 1X2 pursuant to this Agreement, provided that such amount shall not exceed the amount received by 1X2 from Licensee in the previous twelve (12) calendar months as 1X2 Revenue Share. Upon the payment of such amount, this Agreement shall be deemed to be terminated, and it is being expressly agreed between the Parties that Licensee shall be entitled to no further amount whether as compensation or damages.
- 7.9. In no event shall 1X2, its employees, agents and subcontractors be liable to Licensee to the extent that the alleged infringement is based on:
- (a) a modification of the Licensed Material, or of any other deliverable provided by 1X2 by anyone other than 1X2; or

- (b) the use of the of the Licensed Material, or of any other 1X2's deliverable in a manner contrary to provisions of this Agreement or the instructions given by 1X2;
- (c) the use of the Licensed Material, or of any other 1X2's deliverable after notice of the alleged or actual infringement;
- (d) Third Party Games.

IPR Undertakings

7.10. The Customer warrants and undertakes that:

- (a) It will not allow or permit that the Licensed Material, or any part thereof to be considered as Publicly Available. For the purposes of this Clause "Publicly Available" means: (1) any software that contains, or is derived in any manner (in whole or in part) from, any software that is distributed as free software, open source software (such as Linux) or similar licensing or distribution models; (2) any software that requires as a condition of use, modification and/or distribution that such software or other software incorporated into, derived from or distributed with such software (i) be disclosed or distributed in source code form; (ii) be licensed for the purpose of making derivative works; or (iii) be redistributable at no charge
- (b) It shall have no right to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the Licensed Material in whole or in part except as permitted by law.

Provided that to the extent that 1X2 is required by law to provide such information or material in order for the Licensee to achieve interoperability of a computer program independently created by it, it shall first request 1X2 to provide such information (at the then applicable commercial rates). Any information and/or code so obtained (whether provided by 1X2 or independently procured) shall not (i) be used for purposes other than to achieve the interoperability of the computer program independently created by it; (ii) be given to other persons, except when necessary for the interoperability of the independently created computer program; (iii) be used for the development, production or marketing of a computer program substantially similar in its expression to the original program or for any other act which infringes copyright or any other 1X2 rights.

- (c) It shall not modify, revise, enhance, or alter the Licensed Material or develop, distribute, license or sell, directly or indirectly any product/software which is or may constitute a derivative work thereof.

8. TERM AND TERMINATION

Licensor:

1X2 NETWORK

Est. 2002

Licensee:



- 8.1. This Agreement shall come into force on the Commencement Date and, unless terminated at an earlier date by operation of law or in accordance with the provisions of this Agreement, shall remain in force for an initial period of one (1) year, renewable automatically for further periods of one (1) year each, unless either Party notifies the other Party by no later than thirty (30) calendar days prior to the lapse of the respective period that it does not intend to renew the term of this Agreement.
- 8.2. Notwithstanding the provisions of Clause 8.1 above, the Licensor shall have the right to terminate this Agreement at the occurrence of any of the following:
- (a) if the Licensee fails to use the Licensed Material within ninety (90) days after the Commencement Date or
 - (b) the Licensee fails to use the Licensed Material for a period of ninety (90) consecutive days without 1X2's written approval,
 - (c) if the aggregate of the 1x2 Revenue Share and the 3rd Party Games Revenue Share for a consecutive period of six (6) months is less than five hundred Euro (€500) and the date of termination shall be on such date as 1X2 shall notify in writing to the Licensee.
- 8.3. Either Party shall be entitled to terminate this Agreement immediately by notice in writing to the other if:-
- (a) the other party fails to pay any amount due under this agreement on the due date for payment and remains in default for a period exceeding 10 Business Days after being notified in writing to make such payment;
 - (b) the other party commits a material breach of any other term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 20 Business Days after being notified in writing to do so;
 - (c) the other has entered into liquidation either compulsory or voluntary (save for the purpose of amalgamation or reconstruction) or had an administrative receiver, receiver or administrator appointed in respect of the whole or any part of its assets or made an assignment for the benefit of or composition with its creditors or threatened to do any of the foregoing or anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to that other Party.
 - (d) the other has been subject to an event of force majeure in accordance with Clause 10 for 30 consecutive days or 90 days in any 12 month period.
 - (e) The right to terminate is otherwise reserved in any other provision of this Agreement.

Licensor:

1X2 NETWORK

Est. 2002

Licensee:



- 8.4. In the event that, due to changes in applicable law, licensing conditions or regulatory requirements, 1X2 incurs or will incur additional costs, fees or expenses in order to discharge its obligations pursuant to this Agreement, 1X2 shall, at its option either:
- (a) terminate this Agreement by giving Licensee 10 Business Days prior written notice or
 - (b) elect to modify the fees and charges due to it by Licensee, so that all such additional costs, fees or expenses that will be due by 1X2 to any competent authority are reimbursed in full by Licensee. Licensee agrees to pay such additional amount, immediately upon being requested to do so by 1X2.
- 8.5. Termination of this Agreement by either Party shall be without prejudice to any other rights or remedies of that Party accrued prior to termination.

9. CONSEQUENCES OF TERMINATION

- 9.1. On the termination of this Agreement howsoever arising, all outstanding sums payable to the Licensor shall immediately become due and payable.
- 9.2. On the termination of this Agreement:-
- (a) all licenses granted by 1X2 to Licensee, and any sub-licenses granted under this Agreement shall immediately terminate and cease;
 - (b) the use of the Licensed Material and any hardware procured shall immediately cease, and that 1X2 shall have the right to take any measure in order to restrict, disable or terminate such access;
 - (c) each Party shall either return to the other Party all copies of the other Party's material or documentation, or, at the request of other Party immediately dispose of or destroy such material, unless the respective Party is required to retain any copies of the same solely to the extent required by any applicable regulatory authority or government body to which it is subject.
 - (d) 1X2 may destroy or otherwise dispose of any of the Operator Data in its possession unless 1X2 receives, no later than 10 Business Days after the effective date of the termination of this Agreement, a written request for the delivery to Licensee of the then most recent backup of the Operator Data. 1X2 shall use reasonable commercial endeavours to deliver the backup to Licensee within 30 Business days of its receipt of such a written request, provided that Licensee has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). Licensee shall, upon proof of payment, pay all reasonable expenses incurred by 1X2 in returning or disposing of Operator Data.

Licensor:

1X2 NETWORK

EST. 2002

Licensee: 

- 9.3. Notwithstanding anything herein to the contrary, Clauses 2.17, 5.8, 7.1 to 7.5 (both inclusive), 7.9, 10, 11, 12, 13, 23 and 24 of this Agreement shall survive the termination of this Agreement for any reason.

10. FORCE MAJEURE

- 10.1. Neither Party shall be liable to the other for any delay or non-performance of its obligations under this Agreement arising from any cause or causes beyond its reasonable control including, without limitation, any of the following: act of God, terrorism, governmental act, war, hostilities (whether war be declared or not), fire, flood, explosion, riot, civil commotion, breakdown or failure of computer systems, loss of or interruption of power supplies or communications facilities provided that it notifies the other Party in writing of its non-performance as soon as reasonably practicable following it becoming subject to such an event.
- 10.2. It is being expressly agreed that the loss by the Licensee of the necessary license or authorisation to engage in the Relevant Gaming Activity due to reasons attributable to it or to its negligence shall not be considered as Events of Force Majeure.
- 10.3. This Clause shall survive termination of this Agreement.

11. CONFIDENTIALITY AND PUBLICITY

- 11.1. Each Party shall, both during the Term and thereafter:
- use any Confidential Information of the disclosing Party except as expressly permitted in this Agreement or as expressly authorized in writing by the disclosing Party;
 - keep all Confidential Information disclosed to it by the other Party strictly confidential;
 - Not use any Confidential Information for any purpose other than as contemplated by this Agreement;
 - not disclose any such disclosed Confidential Information to a third party, other than to such of its employees, officers or professional advisors on a 'need to know' basis, and only provided that the relevant Party shall ensure that each such employee, officer or advisor shall keep such Confidential Information confidential and shall not use any of it for any purpose or disclose it to any person, firm or company, other than those for which or to whom that Party may lawfully use or disclose it under this Agreement;
 - notify the other of any unauthorized use or disclosure of Confidential Information and to provide reasonable assistance to such other Party, and its licensors, in the investigation and prosecution of such unauthorized use or disclosure.
- 11.2. A Party's Confidential Information shall not be deemed to include information that
- within the public domain other than through breach of Clause 11.1;

Licensor:

1X2 NETWORK

Est. 2002

Licensee:



- b. is known to the receiving Party before the disclosure to it by a party to this Agreement or on its behalf, as proven by written records;
 - c. was in the other Party's lawful possession before the disclosure; or
 - d. is independently developed by the receiving Party, which independent development can be shown by written evidence
- 11.3. Each Party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement. Each Party shall be held responsible for the disclosure or distribution of Confidential Information by its employees or agents.
- 11.4. If either Party becomes aware of any breach of confidence by any of its employees, agents, or sub-contractors it shall promptly notify the other and give the other all reasonable assistance in connection with any proceedings, which the other may institute against any such persons.
- 11.5. If a Party is required by law or compelled by any order of any competent authority to make a disclosure of Confidential Information, the said Party shall as soon as reasonably practicable and to the extent permitted by law notify the other Party of the full circumstances of the required disclosure including the relevant law and/or regulatory body requiring such disclosure and the Confidential Information to which such disclosure would apply.
- 11.6. Without limiting the above provisions, save as required by law or any applicable regulatory authority or government body to which either Party is subject (wherever situated), no party shall make any public announcement, issue any press release or make any form of statement to the public about this Agreement or any ancillary matter without the prior written consent of the other Party, which shall not be unreasonably withheld or delayed.
- 11.7. This Clause 11 shall continue in force after and despite the expiry or termination of this Agreement for whatever reason.

12. DATA PROTECTION

- 12.1. The Parties undertake to use reasonable endeavours to comply with the provisions set forth in the EU General Data Protection Regulation 2016/679 ("GDPR") and any implementing measures applicable to them. In this Clause 12, the terms "controller", "processor" and "personal data" shall have the meaning ascribed to them in the GDPR.

Licensor:

1X2 NETWORK

Est. 2002

Licensee:



- 12.2. The Parties acknowledge that personal data will be accessed and processed by the Parties pursuant to this Agreement.
- 12.3. Licensee confirms that it is Licensee's obligation to inform its Players of such processing of data and to ensure that the Players have given required consent to such processing in accordance with applicable data protection legislation.
- 12.4. It is being expressly agreed that in processing any personal data belonging to the Licensee and/or Sub-Licensee pursuant to this Agreement, the Licensee shall be considered as data controller and 1x2 shall be considered as data processor, and accordingly, 1X2 shall only process personal data to comply with the obligations under this Agreement, or otherwise, in accordance to the instructions set forth by Licensee.
- 12.5. Without prejudice to the generality of the aforesaid, the Parties shall comply with the provisions of the Data Processing Agreement prepared in terms of the GDPR and hereinafter attached and marked as Annex [2].

13. Limitation of Liability

- 13.1. This clause sets out the entire financial liability of the Parties (including any liability for the acts or omissions of the Parties' employees, agents and subcontractors):
- a. arising under or in connection with this Agreement;
 - b. in respect of any representation, statement or tortious act or omission.
- 13.2. Any Party that desires to submit a claim that the other Party has breached its obligations pursuant to this Agreement must submit a notice of default in writing without any undue delay after the Party becomes aware of such breach.
- 13.3. Neither Party shall in any circumstances be liable whether in contract, (including for negligence or breach of statutory duty, howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, for:
- a. any loss (whether direct or indirect) of profits, savings, business, business opportunities, revenue, turnover, reputation or goodwill;
 - b. any loss or corruption (whether direct or indirect) of data or information;
 - c. any loss (whether direct or indirect) of anticipated savings or wasted expenditure (including management time); or
 - d. any indirect or consequential loss or liability.
- 13.4. Save as otherwise provided in Clause 13.5 hereunder, 1X2's maximum aggregate liability to the Licensee (and for the avoidance of doubt, such term shall also include any Sub-

Licensor:

1X2 NETWORK

Est. 2002

Licensee:



Licensee) for all loss, damage and expense arising under this Agreement (unless excluded) shall in aggregate not exceed the sum of the 1X2 Revenue Share received by 1X2 in the 12 months immediately preceding the date of such claim.

- 13.5. Neither Party excludes or limits liability for:
- a. personal injury or death;
 - b. fraud or fraudulent misrepresentation;
 - c. any other liability to the extent that the same cannot be excluded or limited by law.
- 13.6. The Parties hereby acknowledge and agree that the limitations contained in this Clause are reasonable in light of all the circumstances.
- 13.7. This Clause shall survive the termination of this Agreement.

14. Subcontracting

- 14.1. It is being expressly agreed that in the performance of its obligations under this Agreement, 1X2 shall have the right, in its sole discretion, to subcontract its rights and responsibilities to any third party, provided that 1X2 shall remain responsible for the performance of any such third party.

15. Transfer & Novation - 1X2 Network Malta Ltd

- 15.1. Upon providing the Licensee with no less than 10 Business Days prior written notice, 1X2 shall have the right to transfer or novate its rights and obligations under this Agreement to 1X2 Network Malta Ltd, a company incorporated under the Laws of Malta and bearing company registration number C 89109.

Provided that no such transfer or novation shall occur until and unless 1X2 Network Malta Ltd is duly issued with a critical supply gaming license by the Malta Gaming Authority.

- 15.2. The Licensee unconditionally and irrevocably undertakes to forthwith sign or otherwise execute any document or agreement which may be necessary to give full effect to such transfer or novation. To the extent permitted under applicable law, the Licensee irrevocably and unconditionally appoints 1X2 as its attorney and agent and accordingly, should the Licensee fail to sign or otherwise execute such additional agreement, 1X2 UK shall be authorised to sign such on its behalf. The power of attorney granted in terms of the aforementioned clause is given by way of security for the due performance by the Licensee of his obligations under this Clause.

Licensor:

1X2 NETWORK

Est. 2002

Licensee:



- 15.3. Upon the transfer or novation of the Agreement as aforesaid (a) any reference in this Agreement to a UK law, statute or legislation shall be deemed to be replaced with the equivalent and corresponding law, statute or legislation in force in Malta, (b) this Agreement shall become subject to Maltese law and (c) any dispute arising as a result of this Agreement shall be referred to the Courts of Malta.

16. WAIVER

- 16.1. No forbearance or delay by either Party in enforcing its rights will prejudice or restrict the rights of that Party, and no waiver of any such rights or of any breach of any contractual terms will be deemed to be a waiver of any other right or of any later breach.

17. SEVERABILITY

- 17.1. If any provision of this Agreement is judged by any judicial or other authority of competent jurisdiction to be illegal or unenforceable, the continuation in full force and effect of the remainder of the provisions will not be prejudiced.

18. AMENDMENTS

- 18.1. Save as otherwise expressly provided herein, no amendment or variation of this Agreement shall be binding on the parties unless set out in writing, expressed to amend this Licence and signed by or on behalf of each of the parties.

19. THIRD PARTY RIGHTS

- 19.1. Save for the provisions made for the Third Party Games surrounding their respective usage, no term of this Agreement is intended to confer a benefit on or to be enforceable by, any person who is not a Party to this Agreement.

20. NOTICES

- 20.1. Notices shall be in writing, and shall be served on the other Party marked for the attention of the Managing Director or legal representation at the respective addresses set out at the head of this Agreement. Notices may be served by pre-paid first-class mail facsimile transmission or electronic mail provided that facsimile transmissions and electronic mail are confirmed within 24 Business Hours by first-class mailed confirmation of a copy. Correctly addressed notices sent by first-class mail shall be deemed to have been delivered 72 Business Hours after posting and correctly directed facsimile transmissions and electronic mail shall be deemed to have been received instantaneously on transmission provided that they are confirmed as set out above. The service of notices by email shall be to the contacts identified as Business & Legal contacts in Schedule 3. Either Party shall be entitled to amend its addresses for service of notices upon it at any time by providing notice, in accordance with this Agreement, of its new addresses to the other Party.

21. ENTIRE AGREEMENT

- 21.1. This Agreement, its Schedules and Specification contain the whole agreement between the parties relating to the subject matter hereof and supersede all prior agreements, arrangements and understandings between the parties relating to that subject matter. Each Party acknowledges that, in entering into this Agreement, its Schedules and Specification, it does not rely on any statement, representation, assurance or warranty (whether it was made negligently or innocently) of any person (whether a party to this Agreement or not) other than as expressly set out in this Agreement

22. COSTS

- 22.1. Each of the Licensor and the Licensee will bear its own legal and other costs and expenses in connection with the negotiation and drafting of this Agreement

23. COUNTERPARTS

- 23.1. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signatures by facsimile or signatures which have been scanned and transmitted by electronic mail shall be deemed valid and binding for all purposes.

24. GOVERNING LAW AND JURISDICTION

- 24.1. This Agreement shall be governed by and construed in accordance with British law and each Party hereby submits to the exclusive jurisdiction of the British courts.

AS WITNESS the hands of the duly authorised representatives of the parties on the date first appearing above.

SIGNED by _____

for and on behalf of

1X2NETWORK (Football1X2 Ltd)

SIGNED by _____

for and on behalf of

LICENSEE The Luck Factory B.V.

Global Related Services B.V.
Managing Director

Date: 22 November 2019

Licensor:

1X2 NETWORK

Est. 2002

Licensee:

SCHEDULE 1**The Gaming Site (s)**

For platforms the URL must be provided and given a unique ID per skin in the transaction field.

www.wildsultan.com	

Licensor:

1X2 NETWORK

Est. 2002

Licensee:



SCHEDULE 2**Fees & amounts due to 1X2**

- i. The Licensee shall pay 1X2 the following fees on a monthly basis in arrears, by not later than twenty one (21) Business Days following the issuance of the monthly invoice, and such amounts shall be due as from the Delivery Date:
 - a. Hosting Fee: €0
- ii. In consideration of the services carried out by 1X2 in relation to Integration and customisation (if any), the Licensee shall pay 1X2 the following amounts immediately upon the issuance of the respective invoice:
 - a. One off Integration Fee: € 0
(payable and due immediately upon execution of this Agreement)
 - b. Customisation / Branding Fee: € 0
 - c. Up front deposit: € 0
- iii. In addition to the aforementioned, 1X2 shall be entitled to receive a royalty amount calculated on the basis of the Gross Gaming Revenue (GGR) generated by the 1X2 Games during the respective calendar month, and shall be calculated in accordance with the following table in SCHEDULE 2a ("1X2 Revenue Share")
- iv. The 1X2 Revenue Share shall be settled every month in relation to the GGR/NGR generated during the respective calendar month. Payment shall be made by not later than 21 days following the receipt of a duly issued invoice.
- v. 1X2 shall be entitled to receive a minimum amount of five hundred Euro (€ 500) every calendar month, notwithstanding that the calculation of the 1X2 Revenue Share in terms of the below table results in a lower amount. For the avoidance of doubt, should the GGR in a calendar month (in respect of 1x2 Games and calculated in terms) result in a negative figure, the minimum fee payable to 1X2 shall still be due, and such negative amount shall not be carried forward for the subsequent months.
- vi. If, in addition to 1X2 Games, the Licensee also integrates into the Gaming Site any Third Party Games, 1X2 shall be entitled to a further amount, which further amount shall be calculated on the basis of the GGR and/or NGR (as the case may be)

Licensor:

1X2 NETWORK

Est. 2002

Licensee:



generated by such third party games in terms of the provisions of Schedule 5 hereinafter attached ("3rd Party Games Revenue Share".)

- vii. Each row of the first column set out in the table provided in "SCHEDULE 2a: 1X2 Revenue Share": and any other similar table set out in Schedule 5 shall be considered to be a separate level. In the calculation of the 1X2 Revenue Share and the 3rd Party Games 1X2 Revenue Share, each level shall be treated separately, and should the GGR exceed one or more levels, the calculation for the previous level(s) shall not change.
- viii. The 3rd Party Games 1X2 Revenue Share shall be calculated for each third party provider separately, and thus, for the purposes hereof, the GGR generated from the games of one third party provider shall not be aggregated with the GGR of any other third party provider.
- ix. In this Agreement:

Gross Gaming Revenue (GGR) shall refer to the total value of wagers less the total value of pay outs, both disregarding bonuses and play money.

Net Gaming Revenue (NGR) shall refer to Gross Gaming Revenue less the following allowable deductions:

(a) Bonuses

An amount which is provided to Players as bonus money which shall not exceed such capping as may be notified by 1X2 to Licensee from time to time.

(b) Gaming tax

Representing the amount due as betting duty or gaming taxes to any competent regulatory authority of gaming in a territory (other than an Excluded Territory) and directly due as a result of the operation of the Gaming Site and payable by the licensed operator. Provided that 1X2 shall have the right to confirm that such gaming tax is due by Applicable Law.

(c) Charge backs

Funds used to place a wager which is subsequently returned/refunded back to the depositor as a result of fraud. Provided that charge backs may only be claimed after a maximum period of 2 months following the deposit of the original funds and 1X2 shall have the right to disregard such amount if it, acting reasonably and in good faith considers such chargeback to occur as a result of the negligence of the Licensee.

(d) Tournament prizes

Any special tournament prize which 1X2 agrees to consider as such in writing

(e) Void bets

All such bets/wagers that have not been placed by some form of failure in the systems as identified as a failed bet in the Licenced Materials and API



documentation, as well as any other bet that is identified as Void between the parties in writing from time to time.

- x. In this agreement Bonus Deduction can amount to that, but not exceed that of the following percentage of GGR.
 - a. Bonus Deduction: 10% of GGR
- xi. Pooled Promotions are to be agreed on an ad hoc basis in writing as appropriate.

Licensor:

1X2 NETWORK

Est. 2002

Licensee:



SCHEDULE 2a: 1X2 Revenue Share**Iron Dog Studio – Commercial Schedule**

Iron Dog Slot Content	
GGR during a calendar month	1X2 Revenue Share
The first €100,000	12%
Above €100,000	10%

1X2gaming – Commercial Schedule

1X2gaming Slot Content	
GGR during a calendar month	1X2 Revenue Share
The first €100,000	12%
From €100,001 to €200,000	10%
Above €200,000	8%

Schedule 3 – Contacts and Support**Licensee Contacts**

Technical:

Business & Legal:

Invoicing:

Licensor contactsClient management: cams@1x2network.comSupport: helpdesk@1x2network.comBusiness & Legal (notices): mgmt@1x2network.com**The Support Services**

The Support Services will be provided twenty-four hours a day, seven days a week (24/7 basis support service) on the following basis:

- Without exception, any Failure Category 1 or Failure Category 2 issues must be raised via the helpdesk portal listed below. Without it being done in this manner the issue will be considered as minor. This is most important for out of hours support, due to the relevant escalation procedure for these issues.
- Any Failure Category 1 must also be reported via phone, and unless this is carried out, 1X2 shall not be considered as having been duly notified of the occurrence of the error/fault.
- In order to send a query the Licensee is to register for an account at: <http://1X2network.visionhelpdesk.com/> once there the Licensee can use the form in order to submit any query they may have
- Alternatively if a query is submitted to the Support contact above an account will be automatically generated for the individual user and a tracking link will be sent.
- Logging into <http://1X2network.visionhelpdesk.com/> and filling out the support ticket form is our desired method of communication. It is the most efficient way for queries to be dealt with and is the best way for the Licensee to track the progress on a query.
- Sending a detailed email to the support email above will also enable a support issue to be dealt with, however queries sent in via the latter method will be automatically given a minor classification (until the next Business Hour) which can be escalated in the portal and therefore may not be dealt with in a timely manner.
- Upon submitting a ticket via either of the methods outlined above, an autoreply will be sent providing the Licensee with a URL where the query can be tracked.
- For faults and queries not solved by the provision of first line technical support as set out above, the Licensor will provide a qualified technical appraisal to the Licensee within twenty four (24) Business Hours of the reported fault. Individual consultant support will be available by appointment only at the Licensor's convenience.

Licensor:

1X2 NETWORK

EST. 2002

Licensee:



- Skype notifications to one of our team for emergencies are acceptable, however Licensee must submit a ticket as a record, if not they will not be able to complete the task.
- All correspondence needs to be sent to the group support areas (helpdesk portal or email) and never to an individual member of our team.
- Any support shall only be provided in English.
- Any time frames provided herein are solely indicative and 1X2 makes no warranty that the respective service or assistance will be provided within the respective timeframes.

SLA hereunder in is as follows

Definitions

- **“Failure Category 1 (high)”** is an event that requires to be reported personally or by phone. These are failures that have the potential to cause large financial losses to the operation.
- **“Failure Category 2 (medium)”** contains any failures impairing the Licensed Software in major parts, however without as yet significantly jeopardizing their operation on a negative financial level.
- **“Failure Category 3 (low)”** contains any failure impairing the Licensed Software but having minimum impact on End Users.

Support channels

Portal - <http://1X2network.visionhelpdesk.com/>

Phone - +44 330 330 9021 – for all Failure Category 1 issues.

Scheduled maintenance

All customers will received a notice before scheduled downtime takes place. The notice will also inform the customer on the estimated downtime.

Maintenance for the software and Licensed Games is scheduled every month with a maximum of 4 hours, i.e. a maximum of 48 hours per year, when the Licensed Material will not be available.

Customer Support

The table below serves to describe the different time categories of failures.

Time Category	Description
A	On Business Days between Business Hours from 09:00 to 17:00 GMT
B	On Business Days 17:00 to 22:00 GMT
C	On Business Days from 22:00 to 00:00 and from 00:00 to 09:00 GMT. On Saturdays, Sundays or Bank Holidays – all day.

The table below shows the periods in which the specified actions are to be carried out.

Failure	Send initial response		
	Time Category A	Time Category B	Time Category C
Failure Category. 1	On notification of relevant failure	30 min.	1 hour
Failure Category. 2	2 hour	4 hours	8 hours
Failure Category. 3	1 workday		

Failure	Mitigation Actions Complete		
	Time Category A	Time Category B	Time Category C
Failure Category. 1	1 hour	2 hours	5 hours
Failure Category. 2	4 hour	6 hours	10 hours
Failure Category. 3	2 workdays		

Failure	Resolution		
	Time Category A	Time Category B	Time Category C
Failure Category. 1	8 hours	12 hours	1 day
Failure Category. 2	8 hours	16 hours	1 workday
Failure Category. 3	Case by case basis		

Schedule 4

Excluded territories

The Licensor reserves the right to amend this list at any time upon reasonable written notice by way of letter or electronic mail to the licensee.

The Licensor wish to make it explicit that our operator partners are duly obligated to comply with the gaming laws of territories worldwide, bearing the jurisdictional risk of doing so.

The Licensor accepts no responsibility for the deployment of the Media in any given territory.

Content provider specific territorial restrictions may apply as provided or imposed by individual content provider from time to time.

Please see below the latest Excluded Territories from Football 1X2 Ltd broken into 3 categories Excluded entirely, and excluded for real money gaming (i.e. not virtual currency) and excluded unless the licensor holds a relevant local licence allowing them to operate in said territory.

Restricted unless under a local licence

- UK
- Switzerland

Excluded territories for real money gaming only (i.e. OK for Virtual Currency otherwise known as Play Money).

- Australia
- France
- Israel
- United States of America

Current Restricted Jurisdictions Entirely

- | | | |
|---------------|----------------------------------|---------------|
| • Afghanistan | • Laos | • Philippines |
| • Algeria | • Libya | • Rwanda |
| • Cuba | • North Korea | • Somalia |
| • Egypt | • Pakistan | • Syria |
| • Haiti | • Palestinian territory occupied | |
| • Iran | • Panama | |
| • Iraq | | |

Licensor:

1X2 NETWORK

EST. 2002

Licensee:



SCHEDULE 5 - 3rd Party Games Revenue Share and Additional Terms

Third Party Games are subject to additional terms set out by the respective third party content provider and as may be notified from time to time to the Licensee. The following are incorporated by reference

GENERAL TERMS AND CONDITIONS

- a. License. The 'respective games' are licensed not sold. Subject to the terms of this contract and payment of the fees herein, Licensee is granted a limited non-exclusive, non-transferable license to use the 'respective games' within the agreed scope. Licensee may not (i) reverse engineer, decompile, disassemble, or otherwise reduce to human-perceivable form the source code; (ii) modify, revise, enhance, or alter the 'respective games'; (iii) copy or allow copies of the 'respective games' to be made; (iv) develop, distribute or sell, directly or indirectly any product which is or may constitute a derivative work of the 'respective games'.
- b. Limited Warranty. The 'respective games' shall perform substantially in conformance with its specifications during the term of the Agreement. Except for this warranty above, the 'respective games' are provided without any warranties of any kind, either express or implied, including the implied warranties of merchantability and fitness for a particular purpose. Licensor does not warrant that the operation of the 'respective games' will be uninterrupted or error free. In no event shall Licensor be responsible for factors affecting the performance of the 'respective games' which are beyond Licensor's reasonable control.
- c. Limitation of Liability. Neither Party shall be liable to the other Party for any indirect, special, incidental, punitive, or consequential damages, loss of or damage to data, costs of procurement of substitute services, however caused, and on any theory of liability (contracts, tort or other), even if such Party has been advised of such damages. Licensor's total liability arising out of or relating to the 'respective games' shall not exceed the fees paid by Licensee hereunder per 3rd party games provider listed.
- d. Intellectual Property; Confidentiality. The 'respective games' including any enhancement, modifications or other derivatives thereof and any associated intellectual property rights are and shall remain owned by the respective Licensor and/or its licensors. The 'respective games' constitute trade secrets of its owner. Licensee agrees to maintain any non-public information with respect to the 'respective games' and/or any component thereof under strict confidentiality and not to make such information available in any form to any third Party or to use it for any purpose other than for the purpose of this contract.
- e. Right to Enforce. Licensee acknowledges that the listed Third Party Games provider, is a third party beneficiary under the Agreement and, as such, has the right to enforce the Agreement against the Licensee

Licensor:

1X2 NETWORK

Est. 2002

Licensee:



SCHEDULE 5 (a) Leap Gaming (3PI Provider) – Commercial Schedule

Company Details: Leap Gaming LTD ("Leap"), a company registered under the laws of Malta with an address at Tower Gate Place, Ta-Qroqq, Street, Msida MSD 1703, and formerly Fralis International LLC, a company organized under the laws of Nevis, whose registered office is located at 556 Main Street, Charlestown, Nevis. Operating in Malta on the Notice of recognition licence of Football 1X2 Ltd MGA-828-11/2018.

Calculated as GGR

- 12%

Additional terms and conditions for the listed content:

The following graphic virtual sports products offered by Leap Gaming:

- a. Instant Racing products;
- b. Virtual Racing products;
- c. Virtual Tennis
- d. Instant Football
- e. Virtual Football
- f. And others, as shall be added from time to time following the parties' agreement in writing

1X2NETWORK:

Signature: _____

Name: _____

Title: _____

Date: _____

Licensee: The Luck Factory B.V.

Signature: _____

Name: _____

Title: _____

Date: _____

Gouloud Mercedes Hammoud

Managing director

22 November 2019

Global Related Services B.V.
Managing Director

Licensor:

1X2 NETWORK

Est. 2002

Licensee:



SCHEDULE 5 (b) Royalties

Playson (3PI Provider) – Commercial Schedule

Company Details: Playson Ltd ("Playson") with its registered office located at Valletta Buildings, 4th Floor, Suite 20, South Street, Valletta, Malta. MGA-RN/101/2018

Calculated as GGR

- 12% up to €100,000
- 10% above €100,000

Additional terms and conditions for the listed content:

Content supplied to 1X2 Network's 3PI interface from the following suppliers (subject to them continuing to provide via the 1X2 Network platform.)

- Playson - <http://playson.com/>

- a. By Signing this addendum the licensee confirms that they don't have any existing prior contractual relationship with Playson, either directly or via a 3rd party aggregator. If any existing relationship is in place the licensee must disclose this to the Licensor prior to signing this agreement.

Restricted Jurisdictions:

- a. 3PI content providers have varying rules regarding jurisdiction where their games are not permitted to be market or sold. These jurisdictions will be shared by 1X2 and may be subject to alteration from time to time by 1X2 and the 3rd party provider.
- b. Playson require the licensee to have in place and utilise internet gambling industry best practice blocking technology that can identify the jurisdiction from which an end user is attempting to place a wager and ensure that if a wager is being placed by a person within an Illegal Jurisdiction (such as the USA) those persons are immediately "blocked" from placing a wager
- c. If condition a is breached for any reason the games will be removed immediately without notice.

1X2NETWORK:

Signature: _____

Name: _____

Title: _____

Date: _____

Licensee: The Luck Factory B.V.

Signature: _____

Name: _____

Title: _____

Date: _____

Global Related Services B.V.
Managing Director

Licensor:

1X2 NETWORK

Est. 2002

Licensee:

SCHEDULE 5 (c) Royalties

Oryx Gaming Platform (3PI provider) – Commercial Schedule

Company Details: ORYX Gaming Limited ("ORYX") with its registered office located at Office 1.1534, level G, Quantum House 75 Rigord Street Ta Xblex XBX 1120, Malta. MGA/B2B/298/2015

Calculated as GGR

- Oryx Gaming 12% up to €100,000	- Gamomat Branded TBC
- 10% above €100,000	- Kalamba 12%
- Gamomat standard TBC	- Givme Games 12%
- Gamomat Premium TBC	- Golden Hero 12%

Additional terms and conditions for the listed content:

- a. Content supplied to 1X2 Network's 3PI interface from the following suppliers (subject to them continuing to provide via the 1X2 Network platform.) to the licensee
 - Oryx gaming - <http://www.oryxgaming.com/casino-product/>
- b. The Licensee agrees and undertakes to comply with any and all applicable AML/CFT regulations. Without prejudice to the generality of the preceding sentence, the licensee undertakes at all times to comply with the requirements of the Third Anti-Money Laundering Directive of the European Union and any legislation that shall succeed such legislation from time to time.
 - (i) perform adequate KYC checks on End Users as may be required by the applicable AML legislation; and
 - (ii) maintain all required AML documentation on its own payment processing providers and any additional third parties involved in the collection and forwarding of funds to and from End Users.

In addition, the licensee further agrees that, in the event that it, Oryx or any content provider, suspects fraud and/or money laundering, including sharing data and details about individuals, bank accounts, credit cards and other relevant information, it shall order the Licensee to freeze an End User's request pending investigation and take any and all further actions as it, Oryx or any content provider, may deem necessary. Provided that in the event that Oryx or a content provider makes any such request to the Licensee, such request shall be made without incurring any liability whatsoever, towards the End User, or any other Party.
- c. The Licensee shall present Oryx/1X2 with the reasonably required due diligence documentation and accepts and agrees that Oryx/1X2 may request the Licensee to present to it additional due diligence documentation, from time to time. The Licensee undertakes to provide such documentation within five fifteen (15) days of receiving such request. In the eventuality that the Licensee fails to provide the documentation requested within the prescribed term, Oryx or 1X2 shall have the right to terminate this Schedule forthwith and without prejudice to any other right that may have in terms of this Agreement and in terms of the law;
- d. By Signing this addendum the licensee confirms that they don't have any existing prior contractual relationship with ORYX, either directly or via a 3rd party aggregator. If any existing relationship is in place the licensee must disclose this to the Licensor prior to signing this agreement.
- e. Any act or omission of a Sub-Licensee related to the content, rights, and licenses in this Agreement shall be deemed as an act or omission of the Licensee.
- f. No sub-license may grant any greater right to use/deploy a Game as granted by this License.
- g. Gross-up. If (i) notwithstanding the manner in which any payment under this Agreement is reported, there is a final decision with respect to any Tax liability of the Licensee as a result of its receipt of a payment pursuant to this Agreement or (ii) any deduction or withholding is required by applicable law to be made from any payment (other than an interest payment) under

Licensor:

1X2 NETWORK

Est.2002

Licensee:



this Agreement, such payment shall be appropriately adjusted so that the amount of such payment, reduced by the amount of all Taxes payable with respect to the receipt thereof or the amount of all deduction or withholding required by applicable law with respect to such payment, as applicable (in each case, taking into account all correlative tax benefits resulting from the payment of such Taxes), shall equal the amount of the payment which the Licensee would otherwise be entitled to receive pursuant to this Agreement.

Restricted Jurisdictions:

- h. The games are not permitted to be marketed or sold in the following jurisdictions. These jurisdictions may be subject to alteration from time to time with notice by 1X2 and the 3rd party provider. The games are not permitted to be marketed or sold in the following jurisdictions:

Australia	Israel
Canada	United States of America
France	Netherlands

- i. Oryx require the licensee to have in place and utilise internet gambling industry best practice blocking technology that can identify the jurisdiction from which an end user is attempting to place a wager and ensure that if a wager is being placed by a person within an Illegal Jurisdiction (such as the USA) those persons are immediately "blocked" from placing a wager

- j. If condition h is breached for any reason the games will be removed immediately without notice.

1X2NETWORK:

Signature: _____

Name: _____

Title: _____

Date: _____

Licensee: The Luck Factory B.V.

Signature: _____

Name: _____

Title: _____

Date: _____

Gouloud Mercedes Hammoud

Managing director

22 November 2019

Global Related Services B.V.
Managing Director

Licensor: _____

1X2 NETWORK

Est. 2002

Licensee: _____



SCHEDULE 5 (e) Royalties

Habanero (3PI Provider) – Commercial Schedule

Company Details: HABANERO SYSTEMS B.V. ("Habanero"), with its registered office located at Landhuis Joonchi, Kaya Richard J Beaujon z/n, Willemstad, CURACAO

Calculated as GGR

- 12%

Additional terms and conditions for the listed content:

Content supplied to 1X2 Network's 3PI interface from the following suppliers (subject to them continuing to provide via the 1X2 Network platform.)

a. By Signing this addendum the licensee confirms that they don't have any existing prior contractual relationship with Habanero, either directly or via a 3rd party aggregator. If any existing relationship is in place the licensee must disclose this to the Licensor prior to signing this agreement.

b. The Licensee shall present Habanero /1X2 with the reasonably required due diligence documentation and accepts and agrees that Habanero/1X2 may request the Licensee to present to it additional due diligence documentation, from time to time. The Licensee undertakes to provide such documentation within five fifteen (15) days of receiving such request. In the eventuality that the Licensee fails to provide the documentation requested within the prescribed term, Habanero/1X2 shall have the right to terminate this Schedule forthwith and without prejudice to any other right that may have in terms of this Agreement and in terms of the law;

Restricted Jurisdictions:

a. 3PI content providers have varying rules regarding jurisdiction where their games are not permitted to be market or sold. These jurisdictions will be shared by 1X2network and may be subject to alteration from time to time by 1X2 and the 3rd party provider. The games are not permitted to be marketed or sold in the following jurisdictions:

Singapore	Philippines
United Kingdom	United States of America

b. Habanero require the licensee to have in place and utilise internet gambling industry best practice blocking technology that can identify the jurisdiction from which an end user is attempting to place a wager and ensure that if a wager is being placed by a person within an Illegal Jurisdiction (such as the USA) those persons are immediately "blocked" from placing a wager

c. If condition a is breached for any reason the games will be removed immediately without notice.

1X2NETWORK:

Signature: _____

Name: _____

Title: _____

Date: _____

Licensee: The Luck Factory B.V.

Signature: _____

Name: _____

Title: _____

Date: _____

22 November 2019

Global Related Services B.V.
Managing Director

Licensor: _____

1X2 NETWORK

Est. 2002

Licensee: _____

SCHEDULE 5 (f) Royalties**Spiffbet (3PI Provider) – Commercial Schedule**

Company Details: SPIFFX CURACAO N.V. ("Spiffbet"), with its registered office located at 7, Abraham de Veerstraat, Willemstad, Curacao

Calculated as GGR

- 12%

Additional terms and conditions for the listed content:

Content supplied to 1X2 Network's 3PI interface from the following suppliers (subject to them continuing to provide via the 1X2 Network platform.)

a. By Signing this addendum the licensee confirms that they don't have any existing prior contractual relationship with Spiffbet, either directly or via a 3rd party aggregator. If any existing relationship is in place the licensee must disclose this to the Licensor prior to signing this agreement.

Restricted Jurisdictions:

a. 3PI content providers have varying rules regarding jurisdiction where their games are not permitted to be market or sold. These jurisdictions will be shared by 1X2 and may be subject to alteration from time to time by 1X2 and the 3rd party provider. The games are not permitted to be marketed or sold in the following jurisdictions:

Bulgaria	Cyprus
China	United States of America
Hong Kong	Israel

b. Spiffbet require the licensee to have in place and utilise internet gambling industry best practice blocking technology that can identify the jurisdiction from which an end user is attempting to place a wager and ensure that if a wager is being placed by a person within an Illegal Jurisdiction (such as the USA) those persons are immediately "blocked" from placing a wager

c. If condition a is breached for any reason the games will be removed immediately without notice.

1X2NETWORK:

Signature:

Name:

Title:

Date:

Licensee: The Luck Factory B.V.

Signature:

Name:

Title:

Date:

Gouloud Mercedes Hammoud

Managing director

22 November 2019

Global Related Services B.V.
Managing Director

Licensor:

1X2 NETWORK

Est. 2002

Licensee:

SCHEDULE 5 (g) Royalties

PG Soft (3PI Provider) – Commercial Schedule

Company Details: POCKET GAMES SOFT LIMITEDG ("PGSoft"), a with its registered office located at Valletta Buildings, South Street, Valletta, VLT 1103 Malta.

MGA/B2B/435/2017

Calculated as GGR

- 12%

Additional terms and conditions for the listed content:

Content supplied to 1X2 Network's 3PI interface from the following suppliers (subject to them continuing to provide via the 1X2 Network platform.)

- a. By Signing this addendum the licensee confirms that they don't have any existing prior contractual relationship with PG Soft, either directly or via a 3rd party aggregator. If any existing relationship is in place the licensee must disclose this to the Licensor prior to signing this agreement.
- b. the Licensee is obligated to notify 1x2 of every website where PG soft content will be distributed.

Restricted Jurisdictions:

- a. 3PI content providers have varying rules regarding jurisdiction where their games are not permitted to be market or sold. These jurisdictions will be shared by 1X2 and may be subject to alteration from time to time by 1X2 and the 3rd party provider. The games are not permitted to be marketed or sold in the following jurisdictions:

Malaysia,	Singapore,
Taiwan,	United States of America
Georgia	

- b. PG Soft require the licensee to have in place and utilise internet gambling industry best practice blocking technology that can identify the jurisdiction from which an end user is attempting to place a wager and ensure that if a wager is being placed by a person within an Illegal Jurisdiction (such as the USA) those persons are immediately "blocked" from placing a wager
- c. If condition a is breached for any reason the games will be removed immediately without notice.

1X2NETWORK:

Signature: _____

Name: _____

Title: _____

Date: _____

Licensee: The Luck Factory B.V.

Signature: _____

Name: Gouloud Mercedes Hammoud

Title: Managing director

Date: 22 November 2019

Global Related Services B.V.
Managing Director

Licensor:

1X2 NETWORK

Est. 2002

Licensee:



SCHEDULE 5 (h) Royalties**Falsetto (3PI Provider) – Commercial Schedule**

Company Details: Igaming Ideas ("Falsetto") SRL Aleea Barajul Sadului, Nr. 1, Bl. N5, Sc. 1, Et. 1, Ap. 10, Camera 2, Sector 3, Bucuresti, Romania

Calculated as GGR

- 12%

Additional terms and conditions for the listed content:

Content supplied to 1X2 Network's 3PI interface from the following suppliers (subject to them continuing to provide via the 1X2 Network platform.)

- a. By Signing this addendum the licensee confirms that they don't have any existing prior contractual relationship with Falsetto, either directly or via a 3rd party aggregator. If any existing relationship is in place the licensee must disclose this to the Licensor prior to signing this agreement.
- b. the Licensee is obligated to notify 1x2 of every website where Falsetto content will be distributed.

Restricted Jurisdictions:

- a. 3PI content providers have varying rules regarding jurisdiction where their games are not permitted to be market or sold. These jurisdictions will be shared by 1X2 and may be subject to alteration from time to time by 1X2 and the 3rd party provider. The games are not permitted to be marketed or sold in the jurisdictions highlighted in Schedule 4 and in the table below

United Kingdom ,	United States of America
Australia	Singapore

- b. Falsetto require the licensee to have in place and utilise internet gambling industry best practice blocking technology that can identify the jurisdiction from which an end user is attempting to place a wager and ensure that if a wager is being placed by a person within an Illegal Jurisdiction (such as the USA) those persons are immediately "blocked" from placing a wager
- c. If condition a is breached for any reason the games will be removed immediately without notice.

1X2NETWORK:

Signature: _____

Name: _____

Title: _____

Date: _____

Licensee: The Luck Factory B.V.

Signature: _____

Name: _____

Title: _____

Date: _____

22 November 2019

Global Related Services B.V.
Managing Director

Licensor:

1X2 NETWORK

Est. 2002

Licensee:

SCHEDULE 5 (i) Royalties

Game Art (3PI Provider) – Commercial Schedule

Company Details: Gameart limited

Calculated as GGR

- 12%

Additional terms and conditions for the listed content:

Content supplied to 1X2 Network's 3PI interface from the following suppliers (subject to them continuing to provide via the 1X2 Network platform.)

- a. By Signing this addendum the licensee confirms that they don't have any existing prior contractual relationship with GameArt, either directly or via a 3rd party aggregator. If any existing relationship is in place the licensee must disclose this to the Licensor prior to signing this agreement.
- b. the Licensee is obligated to notify 1x2 of every website where Game Art content will be distributed.

Restricted Jurisdictions:

- a. 3PI content providers have varying rules regarding jurisdiction where their games are not permitted to be market or sold. These jurisdictions will be shared by 1X2 and may be subject to alteration from time to time by 1X2 and the 3rd party provider. The games are not permitted to be marketed or sold in the following jurisdictions:

Belgium	Bulgaria
Cyprus	Estonia
France	Hong Kong
Israel	Italy
Republic of Turkey	Spain
United States of America and its territories	

- b. Gameart require the licensee to have in place and utilise internet gambling industry best practice blocking technology that can identify the jurisdiction from which an end user is attempting to place a wager and ensure that if a wager is being placed by a person within an Illegal Jurisdiction (such as the USA) those persons are immediately "blocked" from placing a wager
- c. If condition a is breached for any reason the games will be removed immediately without notice.

1X2NETWORK:

Signature: _____

Name: _____

Title: _____

Date: _____

Licensee: The Luck Factory B.V.

Signature: _____

Name: Gouloud Mercedes Hammoud

Title: Managing director

Date: 22 November 2019

Global Related Services B.V.
Managing Director

Licensor:

1X2 NETWORK

Est. 2002

Licensee: