

**GAMES LICENSE AND OPERATIONS AGREEMENT
(Alderney)**

by and between

QuickSpin AB

and

Blackrock Entertainment N.V.

dated

20th April 2016



CONTENTS

1.	DEFINITIONS AND INTERPRETATION	3
2.	LICENSE, ETC.	4
3.	INTEGRATION AND LAUNCH.....	4
4.	OPERATION AND SERVICE LEVELS	5
5.	OPERATOR'S OBLIGATIONS	5
6.	FEES AND PAYMENT	6
7.	WARRANTIES	6
8.	INTELLECTUAL PROPERTY	7
9.	LIMITATION OF LIABILITY	8
10.	LICENSING AND REGULATORY COMPLIANCE	8
11.	TERM AND TERMINATION	8
12.	CONFIDENTIALITY	9
13.	PUBLICITY	9
14.	RELATIONSHIP BETWEEN THE PARTIES	9
15.	FORCE MAJEURE.....	10
16.	ASSIGNMENT	10
17.	ENTIRE AGREEMENT AND AMENDMENTS	10
18.	SEVERABILITY	10
19.	WAIVER	10
20.	NON-SOLICITATION	10
21.	NOTICES	10
22.	GOVERNING LAW AND DISPUTES.....	11

APPENDICES

1.	SUPPORTED LANGUAGES
2.	LAUNCH PLAN
3.	RESTRICTED TERRITORIES
4.	SERVICE LEVEL AGREEMENT
5.	ROYALTY CALCULATION
6.	AGCC REQUEST FORM



GAMES LICENSE AND OPERATIONS AGREEMENT

THIS AGREEMENT (the "Agreement") is made on [date] by and between:

- (1) QuickSpin AB, a company incorporated and registered in Sweden with company number 556582-1602 and with its registered office at Birger Jarlsgatan 58, 114 29 Stockholm, Sweden ("QuickSpin"); and
- (2) **Blackrock Entertainment N.V.** a company incorporated and registered in Curacao with company registration number 136411 , and with its registered office at Dr. M.J. Hugenholtzweg Z/N UTS Gebouw, P.O. Box 6248, Curacao (the "**Operator**")

WHEREAS:

- (A) QuickSpin is a developer of on-line gaming products focusing primarily on on-line slot games for the social gaming sector as well as the gambling sector. QuickSpin also provides a gaming platform, via its sub-contractor Relax, into which QuickSpin's games are integrated.
- (B) The Operator is a gaming operator that provides on-line games on the websites [#] (the "**Websites**").
- (C) The Parties wish to govern their cooperation regarding QuickSpin's provision of its Games and the Platform to the Operator.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement the following expressions shall have the following meanings:

"**Documentation**" shall mean documentation that accompanies each Game, including a functional specification, payout-tables, certificates, release notes and any other relevant documentation in relation to the each Game.

"**Effective Date**" means the date of execution of this Agreement by both Parties.

"**Game(s)**" means games developed by QuickSpin and provided to the Operator via the Gaming System from time to time. The Games are provided in the standard languages listed in Appendix 1.

"**Gaming System**" means the gaming system provided by QuickSpin under this Agreement, including the Games, the Platform, the back-end system and related hardware and internet connections.

"**Launch Date**" means the date when any of the Games are made available to play on the first Website.

"**Launch Plan**" means the action and time plan set forth in Appendix 2.

"**Player(s)**" means persons that play the Games on the Websites.

"**Platform**" means the gaming platform into which the Games are integrated as provided by QuickSpin's sub-contractor Relax.



“Regulated Market” means a market in which a licensing regime for privately-owned gaming companies is in place (such as Denmark, the United Kingdom, France, Italy, Spain, the United States, etc).

“Relax” means QuickSpin’s sub-contractor [Relax Gaming Network Ltd] based on Alderney, holding a [gaming license] issued by the Alderney Gambling Control Commission.

“Restricted Territories” means the territories in which the Games may not be provided listed in Appendix 3 (as amended from time to time by QuickSpin in its sole discretion).

- 1.2 The headings in this Agreement are for convenience only and shall not affect the interpretation of any provision of this Agreement.

2. LICENSE, ETC.

- 2.1 QuickSpin hereby grants to the Operator during the term of this Agreement a non-exclusive license to provide the Games on the Websites via the Gaming System in accordance with the terms of this Agreement.
- 2.2 The Games may not be provided or offered in the Restricted Territories. The Operator agrees to block all Players located in the Restricted Territories from being able to access the Games.
- 2.3 The Games may not be provided or offered in any Regulated Market, unless the Parties have separately agreed on this in writing. If either Party desires to enter into a Regulated Market the Parties will discuss this in good faith. The Operator acknowledges that entering into a Regulated Market in which QuickSpin is not already licensed will entail certain costs for QuickSpin which the Parties will share (as agreed separately).
- 2.4 QuickSpin will deliver each Game in the languages as set forth in Appendix 1. If the Operator desires to offer the Games in any additional language, the Parties may agree on the cost for provision of such additional language.
- 2.5 This Agreement does not imply or grant any exclusivity to or by either Party in other business dealings, i.e. QuickSpin may license the Games to other operators and the Operator may procure games from other developers, unless the Parties separately agree on certain exclusivity on a case-by-case basis.
- 2.6 Without the prior written consent of QuickSpin or as otherwise stated in this Agreement, the Operator shall not (a) copy the Games, the Gaming System or the Documentation, (b) assign this Agreement or transfer, lease, export or grant a sublicense to the Games or the Gaming System to any third party, (c) reverse engineer, decompile or disassemble any of the Games or the Gaming System or (d) use the Games or the Gaming System for any other purposes than providing the Games to Player’s on the Websites in accordance with the terms of this Agreement.

3. INTEGRATION AND LAUNCH

- 3.1 The Parties acknowledge that the integration between the Sites and the Gaming System will require efforts from both Parties. The Parties will provide know-how and resources as required to make the integration process as smooth and quick as possible. QuickSpin will provide relevant technical information and documentation concerning the Gaming System in order to carry out the integration. The Operator shall be responsible for the integration necessary on the Operator’s side to connect to the Gaming System.
- 3.2 The integration and launch of the Games shall be carried out in accordance with the Launch Plan.



4. OPERATION AND SERVICE LEVELS

- 4.1 Operation of the Gaming System will be performed by QuickSpin's sub-contractor Relax. These services include the following:
- (a) Connection of the Gaming System to the Internet and operation of the Gaming System.
 - (b) Provision of standard 2nd line technical e-mail support to the Operator for the Games and the Gaming System during normal business hours CET.
 - (c) Technical integration support, including guidance during set-up and helping in reviewing code. Integration support is recommended by QuickSpin as it is imperative for a successful integration and quick launch. The Operator is responsible for its own costs and expenses in connection herewith.
 - (d) Provision of one (1) day of systems operations training to the Operator's staff if requested by the Operator.
- 4.2 QuickSpin undertakes to provide the Games and the Gaming System in accordance with the service levels set forth in Appendix 4.
- 4.3 In case a transition according to Section 11 below has occurred and if and when QuickSpin obtains a Class 4 issued by the LGA, QuickSpin may elect, at any time, to provide the operation of the Gaming System on its own hardware (i.e. not via Relax). Such transition will be performed with a minimum of disturbance to the Operators and its business but requires that the Operator must obtain a new Class 1 license based on QuickSpin's Class 1 license. Upon transition of the operation of the Gaming System from Relax to QuickSpin, the Operations and Services Agreement between the Operator and Relax will be terminated.

5. OPERATOR'S OBLIGATIONS

5.1 Full Integration

The Operator shall integrate the Games tightly into the Websites using full functionality of the API:s, so that the Games will appear to Players as an integral part of the Websites. The Operator is responsible for the integration between the Websites and the Gaming System and that the integration is conducted in accordance with the integration manual provided by QuickSpin.

5.2 Testing

The Operator is responsible for testing prior to commercial launch.

5.3 Visibility

The Games shall be made available in a clearly visible way and shall be easily accessible to Players within the Websites.

5.4 1st Line Customer Support

The Operator is responsible for providing its Players with 1st line customer support.

5.5 Fraud Control

The Operator is responsible for maintaining fraud control to ensure that chargeback's and other fraudulent behaviour is minimized. Such measures shall include, for example limitations of deposits, obtaining verification of details, etc.

5.6 Daily Operations



The Operator is responsible for the day-to-day operational activities in relation to the Games, including but not limited to, marketing, customer support and care, fraud screening, payment management, etc.

5.7 Certificates

The Operator is responsible for all activities and costs relating to obtaining and maintaining SSL and other required certificates.

5.8 Marketing

The Operator will use reasonable endeavours to market the Games to both new and existing Players. Marketing will commence no later than on the Launch Date. Marketing, promotion and sponsoring activities shall at all times be in compliance with applicable laws and conducted in a manner whereby the goodwill and integrity of both Parties is protected and not put at risk.

6. **FEES AND PAYMENT**

6.1 Set-up Fee

A one-time set-up fee of EUR 20,000 (Twenty Thousand Euros) will be charged to the Operator 4 (four) months after the Launch Date, payable within ten (10) days from the date of invoice. The set-up fee is non-refundable and covers system configuration, set-up and testing as well as integration support and operations training.

6.2 Royalty

With effect from the Launch Date the Operator shall pay to QuickSpin a monthly royalty calculated as set forth in Appendix 5 (the "**Royalty**").

6.3 Reporting and invoicing

6.3.1 QuickSpin shall supply the Operator with a monthly written statement setting forth the calculation of the Royalty for each Game (a "**Monthly Statement**") within fourteen (14) days after expiry of each calendar month.

6.3.2 Based on the Monthly Statement, QuickSpin will invoice the Operator by email for the Royalty due to QuickSpin.

6.3.3 The Operator will pay QuickSpin's invoice within ten (10) days. Late payments will incur a penalty interest of twelve (12) per cent per annum.

6.4 Audit Rights

6.4.1 If the Operator believes the amounts declared by QuickSpin in a Monthly Statement are incorrect, the Operator may, at its own cost, appoint an auditor to examine the financial records of QuickSpin that relate to the Royalty calculation. The Operator must give QuickSpin thirty (30) days notice of such audit and may exercise this right not more than twice in each calendar year. If the audit shows a negative discrepancy for the Operator of more than five (5) per cent, then QuickSpin shall bear the costs for the audit.

6.4.2 If an overpayment or an underpayment has been made, QuickSpin will invoice or credit the Operator for such amount or adjust the next invoice to the Operator accordingly.

7. **WARRANTIES**

- 7.1 Each Party warrants and represents that it has full power and authority to enter into this Agreement and to fulfill its obligations hereunder and that the performance of the terms of this Agreement will not breach any separate agreement by which such Party is bound.
- 7.2 QuickSpin warrants to the Operator that:
- (a) The Games and the Gaming System shall in all material aspects perform in accordance with the Documentation.
 - (b) The Games and the Gaming System do not infringe any intellectual property rights held by third parties.
 - (c) The Games and the Gaming System will be provided with commercially reasonable resources allocated.
 - (d) The Games and the Gaming System shall be free from all viruses known generally at the date of integration.
 - (e) QuickSpin will use reasonable efforts to avoid that the Games and the Gaming System contains any Trojan horse, worm, logic bomb, time bomb, backdoor, trap door, key or other similar or harmful components which have the potential to impair or prevent the operation of the Games and the Gaming System. If any such Trojan horse, worm, logic bomb, time bomb, backdoor, trap door, key or other similar or harmful component is contained despite QuickSpin's efforts, QuickSpin will use reasonable efforts to correct this in the Games and the Gaming System.
- 7.3 The Operator warrants to QuickSpin that:
- (a) The Operator shall take all reasonable efforts in order to ensure that the Games are provided to Players in compliance with applicable laws and that commercially reasonable endeavors are made to ensure the Players a bona fide environment.
 - (b) The Partner shall operate its gaming business in accordance with relevant laws and will obtain for authorization from relevant authorities if applicable.

8. INTELLECTUAL PROPERTY

- 8.1 Each Party grants to the other Party a right to use the first Party's trademarks as necessary for the other Party to perform its obligations under this Agreement.
- 8.2 All legal and beneficiary interest in any intellectual property belonging to either Party, such as, but not limited to, hardware, firmware, software, game mathematics, materials, interfaces, documents, notes, frameworks, specifications, drawings, goods and devices shall remain the property of the originator.
- 8.3 QuickSpin shall, at its own expense, defend or at its option settle, indemnify and hold the Operator harmless from any direct losses, damages, liabilities, costs and expenses suffered or incurred by the Operator arising from any finding of a court of competent jurisdiction that the Games infringes any patent, copyright (including software) or trademark of any third party, provided that the Operator provides QuickSpin with (i) prompt written notice of such claim, (ii) control over the defense and settlement of such claim and (iii) proper and full information and assistance to settle and/or defend any such claim at QuickSpin's expense. The foregoing shall not apply if the infringement is a result of any changes or modifications performed by the Operator or on behalf of the Operator.
- 8.4 QuickSpin may issue a takedown notice to the Operator for a specific Game or set of Games at any time upon receiving a third party intellectual property claim or as a result of a third party license termination or expiration. Upon receipt of a takedown notice, the Operator shall remove such Game(s) from the Websites within forty-eight (48) hours.
- 

9. LIMITATION OF LIABILITY

- 9.1 Notwithstanding anything to the contrary herein, the total liability of each Party under this Agreement to the other shall be limited to an amount equal to EUR 25,000.
- 9.2 Neither Party shall under any circumstances be liable in contract, tort (including negligence and breach of statutory duty) or otherwise for anticipated savings or contracts, any consequential or indirect loss or for loss of earnings.
- 9.3 Nothing in this Agreement shall limit or exclude the liability of either Party for death or personal injury caused by that Party's negligence or for fraudulent misrepresentation.

10. AGCC APPROVAL AND REGULATORY COMPLIANCE

10.1 AGCC Approval

The Operator is responsible for obtaining approval as a business associate (the "**AGCC Approval**") by the Alderney Gambling Control Commission (the "**AGCC**") prior to the Launch Date. The general information requested by the AGCC for deciding on such approval is set forth in Appendix 6 but the AGCC may also request additional information from the Operator. The Operator is responsible for all costs associated with applying for and maintaining the AGCC Approval. The Operator warrants that it shall abide by all laws and regulations applicable to its gaming activities and by all directives of the AGCC. The Operator shall promptly inform QuickSpin of any material change of circumstances that may affect the AGCC Approval.

10.2 Regulatory Compliance

- 10.2.1 Both Parties shall comply with all local and foreign laws and regulations and standards promulgated there under (including but not limited to laws, regulations and standards applicable to online wagering games and all related activities) that may apply with respect to distribution of the Games under or otherwise with respect to this Agreement.
- 10.2.2 Neither Party shall be liable for any breach of this Agreement directly or indirectly occasioned by or resulting from compliance with any regulatory action taken or decision made by any competent authority in respect of this Agreement. In the event that any term of this Agreement is adjudged to be void and or unenforceable by any competent regulatory authority, the Parties will consult with a view to amending this Agreement to the satisfaction of said authority. If the Parties are unable to agree a suitable amendment to the satisfactory of said authority then either Party may serve notice on the other to terminate this Agreement without any further liability.

11. CHANGE OF JURISDICTION

- 11.1 The Parties agree and acknowledge that when Relax affiliate on Malta obtains its Class 4 gaming license from the Malta Lotteries and Gaming Authority (the "**LGA**") the cooperation under this Agreement will move to Malta. Such transition will require that the Operator obtains a Class 1 gaming license from the LGA.
- 11.2 The transition will take place during a period of [three (3)] months from QuickSpin's written notice hereof.

12. TERM AND TERMINATION

- 12.1 This Agreement shall commence on the date of signature of this Agreement by both Parties (the "**Effective Date**").
- 12.2 After a period of three (3) years from the Effective Date, either Party may terminate this Agreement upon giving the other Party three (3) months prior written notice.

✓

- 12.3 Either Party shall, without prejudice to any other rights and remedies, be entitled to terminate this Agreement immediately by giving written notice to the other Party if the other Party:
- (a) commits a material breach of this Agreement and has not rectified the breach within fourteen (14) days of the notice specifying the breach;
 - (b) is prevented or delayed in the performance of its obligations by an event of force majeure for a continuous period of sixty (60) days; or
 - (c) is the subject of voluntary or compulsory liquidation or bankruptcy.
- 12.4 Either Party may terminate this Agreement immediately by written notice to the other Party in the event of any changes to the law preventing the first Party from providing its services under this Agreement.
- 12.5 Upon expiry or termination of this Agreement, the Operator shall cease providing the Games to Players and shall return to QuickSpin or destroy all copies of the Games and the Documentation and QuickSpin will discontinue the Operator's access to the Gaming System.

13. **CONFIDENTIALITY**

- 13.1 For the purposes of this Agreement "**Confidential Information**" shall mean the terms and conditions of this Agreement and all information disclosed by either Party to the other Party, in writing or orally, relating to the Games, the Gaming System, the Documentation and any other products delivered hereunder and the businesses of the Parties, except for information which:
- (a) was or becomes publicly known without breach of this Agreement or applicable law; or
 - (b) is obtained by the receiving Party from a third Party without a breach of such third Party's obligations of confidentiality; or
 - (c) is required by law to be disclosed by the receiving Party.
- 13.2 Each Party agrees not to use any Confidential Information of the other Party for any purpose except to exercise its rights and perform its obligations under this Agreement and not to disclose any Confidential Information of the other Party to third parties. The foregoing shall not prevent a Party from disclosing Confidential Information to its professional advisors, provided that such advisor is bound by professional secrecy or a written confidentiality undertaking on materially the same terms as set forth in this Section 12.
- 13.3 The obligation to keep Confidential Information strictly confidential shall survive the expiry or termination of this Agreement and shall continue for a period of five (5) years thereafter.

14. **PUBLICITY**

Neither Party will make any press release or other public announcement about the relationship established by this Agreement, its value, or its terms and conditions, or in any manner advertise or publish the fact of this Agreement without the other Party's prior written consent, provided, however, that such consent shall not be unreasonably withheld or delayed.

15. **RELATIONSHIP BETWEEN THE PARTIES**



The Parties are independent contractors and nothing contained herein shall in any way constitute any association, partnership or joint venture between the Parties hereto, or be construed to evidence the intention of the Parties to establish any such relationship. Neither Party shall have any right, power or authority to make any representation or to assume or create any obligation, whether express or implied, on behalf of the other, or to bind the other Party in any manner whatsoever.

16. FORCE MAJEURE

Neither Party shall be liable for any delay or failure in the performance of any of its obligations pursuant to this Agreement due to a an event of force majeure Event if such Party could not have prevented the delay or failure by using reasonable and prudent foresight including the implementation of reasonable precautions and as soon as reasonably practicable after becoming aware of the force majeure event gives notice of the occurrence of such event to the other Party by telephone and confirms this by writing within twenty-four (24) hours and uses professional, prudent and reasonable steps to perform its obligations under this Agreement as soon as possible and otherwise to mitigate the effects of the force majeure event.

17. ASSIGNMENT

Neither Party may, wholly or partially, transfer, assign, pledge or sub-license its rights or obligations under this Agreement to any third party without the prior written consent of the other Party. The foregoing shall not restrict QuickSpin from retaining the services of Relax.

18. ENTIRE AGREEMENT AND AMENDMENTS

18.1 This Agreement and its attachments constitute the entire Agreement between the Parties on all issues to which the Agreement relates and supersedes all previous written or oral commitments and undertakings.

18.2 Only those amendments and additions to this Agreement that are made in writing and signed by the Parties are valid.

19. SEVERABILITY

If any provision of this Agreement or part thereof shall to any extent be or become invalid or unenforceable, the Parties shall agree upon any necessary and reasonable adjustment of the Agreement in order to secure the vital interests of the Parties and the main objectives prevailing at the time of execution of the Agreement.

20. WAIVER

No consent or waiver, express or implied, by either Party of any breach or default of the other Party in performing its obligations under this Agreement shall be deemed or construed to be a consent or waiver of any other breach or default by the other Party of the same or any other obligation hereunder. Any failure by one Party to complain of any act or failure to act of the other Party or to declare that other Party in default shall not constitute a waiver by the first Party of its rights under this Agreement. No waiver of any rights under this Agreement shall be effective unless in writing and signed by the Party purporting to give the same.

21. NON-SOLICITATION

Neither Party shall during the term of this Agreement and for a period of one (1) year from the date of termination of this Agreement, without the written prior consent of the other Party, solicit or endeavor to entice away from the other Party any person who is an employee of the other Party.

22. NOTICES

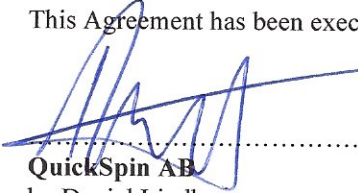


Any notice made or given in connection with this Agreement shall be deemed to have been given if delivered personally or sent by registered mail. A notice sent by registered mail will be considered duly given five (5) working days after the date of posting.

23. GOVERNING LAW AND DISPUTES

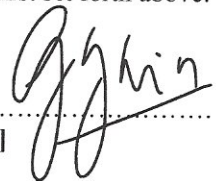
- 23.1 This Agreement shall be construed in accordance with and governed by the substantive laws of Sweden without regard to its conflict of law rules.
- 23.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitral tribunal shall be composed of a sole arbitrator. The seat of arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be English.

This Agreement has been executed duplicate on the date first set forth above.



QuickSpin AB

by Daniel Lindberg



[Operator]

by

GUILLAUME GARIN

obo Blackrock Entertainment N.V.

APPENDIX 1

Supported Languages

CS - Czech
DA - Danish
DE - German
EL - Greek (modern)
EN - English
ES - Spanish
FI - Finnish
FR - French
IT - Italian
NL - Dutch
NO - Norwegian
PL - Polish
RU - Russian
SV - Swedish

APPENDIX 2

Launch Plan

Action item	Responsible	Target date
<i>Configuration, set-up and integration</i>	---	---
Hardware set-up and configuration	QuickSpin	
Game configuration, set-up and installation	QuickSpin	
Solution testing, verification and connection to Internet	QuickSpin	
Other site infrastructure	Operator	
Integration of Games with existing site infrastructure, such as payment system, customer database, Player registration and log-in functionality	Operator	
Integration with any other business systems, such as affiliate management system, CRM system and financial reporting system	Operator	
Obtaining SSL certificates	Operator	
<i>Pre-launch activities</i>	---	---
Operations training of Operator's staff	QuickSpin	
Final system verification and testing	QuickSpin	
Obtaining of AGCC Approval	Operator	
Site and backoffice acceptance test	Operator	
<i>On-going operations</i>	---	---
System operation	QuickSpin	---
1st line customer support	Operator	---
2nd line technical support	QuickSpin	---
Day-to-day operations	Operator	---
Marketing and promotional activities	Operator	---
Payment management	Operator	---
Fraud control	Operator	---
Affiliate management	Operator	---
Annual system audit and review for performance tuning and optimization	QuickSpin	---

2

APPENDIX 3

Restricted Territories

AS American Samoa
CU Cuba
DK Denmark
FR France
FX France, Metropolitan
GF French Guiana
HK Hong Kong
IN India
IQ Iraq
IR Iran, Islamic Republic of
KP Korea, Democratic People's Republic of
KR Korea, Republic of
LY Libyan Arab Jamahiriya
MM Myanmar
MO Macau
MP Northern Mariana Islands
NG Nigeria
PF French Polynesia
SD Sudan
TF French Southern Territories
US United States
VI Virgin Islands, U.S.
ZW Zimbabwe

APPENDIX 4

Service Level Agreement

1. General

This Service Level Agreement (the "SLA") governs the service levels and performance of the Gaming System, which consists of the Platform whereupon individuals participate in QuickSpin's activities by utilizing the different games software, the administrative back office system that is made available to the Operator, the Internet connection to the server(s) and any related hardware.

The services under this SLA are provided by QuickSpin's sub-contractor Relax. QuickSpin assumes full responsibility (subject to the limitations of liability in Section 9 of the main body of the Agreement) in relation to the Operator for the services provided by Relax.

Words and expressions which are defined in the main body of the Agreement shall have the same meaning in this SLA unless explicitly defined differently herein.

If any part of this SLA does not correspond or agree with the main body of the Agreement, the main body of the Agreement shall have precedence.

2. Performance Levels

2.1 Accessibility objective

QuickSpin's intention is that the Gaming System will be available 24 hours a day every day of the year with only limited, scheduled and notified interruptions.

2.2 Scheduled interruptions

In order to provide services, updates and maintenance, QuickSpin will schedule interruptions in the accessibility of the Gaming System (including the software, the internet connection and the back office system). These interruptions of the Gaming System will be kept within the following time frame:

- Not more than 12 planned interruptions per year.
- Maximum 2 hour down time for each interruption.
- Total down-time limited to 12 hours per year.

The planned interruptions shall as far as possible be scheduled between the hours of 01:00 and 08:00 CET. Interruptions during the peak hours of the Gaming System activities shall be avoided, but cannot be excluded.

The Operator shall be notified at least 48 hours before a scheduled interruption. The notification shall contain date and time for the interruption, planned down-time and the reason for the interruption. QuickSpin will notify the Operator's appointed contact person by e-mail or telephone.

2.3 Accessibility

Except from the scheduled interruptions described above, QuickSpin guarantees an uptime and accessibility per calendar quarter amounting as follows:



- The Software: 99%
- The Internet connection: 99.5%
- The Back Office System: 99%

The above levels shall not include any disturbances or interruptions resulting from emergency or general maintenance that lasts five (5) minutes or less.

2.4 Limitations

This SLA does not cover and QuickSpin cannot be held liable in any way for any disturbances or interruptions in Gaming System availability that are in any way related to or caused by third parties.

2.5 Measuring report

The uptime and accessibility of the Gaming System is measured by QuickSpin on a monthly basis. A quarterly report specifying the down time of the Gaming System will be delivered to the Operator upon request.

3. **Problem Management**

3.1 Unplanned incidents

In the event of unplanned incidents the trouble search shall begin as soon as possible. Incidents shall be reported to the Relax Support Centre according to the instructions set forth below.

The escalation process of Relax guarantees that the Support Centre will commence working on the elimination of the incident within the following timeframe from receipt of the initial report:

- Monday - Friday between 08:00 and 17:00 CET within 15 minutes.
- During any other time within 30 minutes (including also Mondays to Fridays that are national holidays in Estonia or Malta, 24 December or 31 December).

3.2 Communication and reporting routines

When the Operator discovers any indications on incidents that affect the accessibility of the Gaming System, the Support Centre shall be contacted according to the following instruction:

- All days between 08:00 and 17.00 CET: By contacting the Support Centre by e-mail to support@Relax-gaming.com or by telephone +372 5835 8526
- At any other time: By contacting the Support Centre by telephone +372 5835 8526

If the Operator reports an incident covered by this SLA by making a telephone call, the Operator is also required to send an e-mail to support@Relax-gaming.com. The time of the e-mail will be the time used for calculations of reaction times, uptime and downtime

When the problem which caused the incident has been rectified the Operator will be notified hereof immediately. A written incident report will be delivered to the Operator contact person not later than 48 hours after rectification.

4. **Credits**

If the guaranteed accessibility as described in Section 2.3 is not achieved in any individual calendar month the Royalty for the month following directly upon the month of measurement shall be reduced as follows:

The Gaming System

97 % - 98.99 % uptime and accessibility => 10% reduction of the Royalty
≤ 97 % uptime and accessibility => 25% reduction of the Royalty

The Internet Connection

98 % - 99.5 % uptime and accessibility => 20 % reduction of the Royalty
≤ 98 % uptime and accessibility => 25% reduction of the Royalty

The Back Office System

97% - 98.99% uptime and accessibility => 10 % reduction of the Royalty
≤ 97 % uptime and accessibility => 25% reduction of the Royalty



APPENDIX 5

Royalty Calculation

The Royalty payable to QuickSpin is calculated as a percentage of Net Game Win as follows:

+	Aggregate of all bets/stakes
-	Winnings
=	Gross Game Win
-	Bonus costs*
-	Jackpot contributions, adjustments and seed payments (if applicable)
-	Cancelled or void bets
-	Chargebacks and monies attributable to fraud
-	Gaming tax relating to the turnover and/or winnings of the Games**
=	Net Game Win

*) Only bonus costs directly related to the Games may be deducted. The maximum bonus costs that are allowed to be deducted is 18% of Gross Game Win, i.e. if the bonus costs are 25% of Gross Game Win, only 18% will be deducted.

**) Only gaming tax in Regulated Markets may be deducted.

Net Game Win (EUR)	Royalty%
Up to 300,000	12%
Above 300,000	11%

Example: If the Net Game Win during a month is 600,000 EUR, then the Royalty shall be calculated as follows: $300,000 \cdot 12 + 300,000 \cdot 11 = 69,000$ EUR.

Minimum Royalty

A minimum royalty of ZERO EUR per month applies (the “**Minimum Royalty**”). This covers hosting, system monitoring, 2nd line technical support and software upgrades. The Minimum Royalty constitutes the minimum amount payable each month by the Operator to QuickSpin and is fully deductible from the monthly Royalty.

APPENDIX 6

CLIENT INFORMATION FORM

CLIENT CONTACT INFORMATION		
Company Name: <u>BLACKROCK ENTERTAINMENT N.V.</u>		
Is this company part of a group? Group Name: _____		
Company website: <u>www.wildsultan.com</u>	Group Website: _____	
CONTACT PERSON		
First Name: <u>Guillaume</u>	Surname: <u>Garin</u>	
Job Title: <u>UBO</u>	Email: _____	
Phone: <u>+356 7984 2945</u>	Mobile: _____	Fax: _____
CLIENT ADDRESS		
BILLING ADDRESS		
Address: <u>Dr. M.J. Hugenholtzweg Z/N UTS Gebouw</u>		
Town: <u>P.O. Box 6248</u>	Country: <u>Curacao</u>	Post code: _____
TAX STATUS		
Taxable: _____	Tax Exempt: ☒	VAT number: _____
INDUSTRY		
☐ Government Agency ☐ Private Sector ☐ Not-for-profit organisation		
Please specify your area of business (e.g. Real Estate, Banking, etc.) <u>Online Gaming</u>		
CLIENT SIGNATURE: 		DATE: <u>21st April 2016</u>

Please enter Name, Surname and Job Title, if signatory is different from contact person above.

Client Contact Form

Company name: Blackrock Entertainment N.V.

Address: Dr. M.J. Hugenholtzweg Z/N UTS Gebouw
P.O. Box 6248
Curacao

Tel no: +356 7984 2945 Fax no: _____

Company registration no: 136411

Registered under the laws of: Curaçao

Director's name: Gouloud Hammoud Passport / Identity card no: NT3F8KDL4

Any communications required to be in writing under Agreement are to be sent to:

Contacts	Name	Mobile	Email
Contractual	Guillaume Garin	+356 7984 2945	gg@mansagaming.com
Commercial			gg@mansagaming.com
Technical	Cyril Garin	+356 9998 5800	cyril@mansagaming.com
Financial	Guillaume Garin		accounting@blackrockentnv.com

In case of technical problems please supply contact details one can contact.

Include their out-of-office contact details:

NAME	CONTACT NUMBER	CONTACT EMAIL
Cyril Garin	+356 9998 5800	cyril@mansagaming.com

In terms of the agreement, the Parties shall be deemed to be notified upon receipt of communication by letter, fax or email to the following persons at the following addresses:

Name	Guillaume Garin		
Address	Fort Cambridge S2 1102 - Triq Tigne - SLIEMA - MALTA		
Fax			
Email	gg@mansagaming.com		
Tel	+356 7984 2945		

Client Signature:



Date: 21st April 2016

Overview of Company History:

- **General Company Information:** Please include Certificate of Registration, M&A, Corporate Structure, Share Ownership (5% or greater), and Business Locations.
- **Income Statement & Balance Sheet.**
- **Organizational structure of top management**
- **Officers & Directors of the Company** including certified passport copies, biographies/CV.
- **Subsidiaries and Affiliate** (if applicable).
- **Websites** (please included all URLs and other access channels)
- **Gaming Licenses** including copies.
- **Areas of Concern** (if applicable).

Overview of Company's Customer Account Management Process:

- **Money Laundering and Terrorist Financing:** Please state which jurisdiction's AML regime the company adheres to.
- **Terms & Conditions:** Please provide a copy of the T&C and add a reference to where these can be found on the Company's website.
- **Customer's at Risk/Responsible Gaming:** Please describe the company's controls for detecting and preventing problem gambling.

Any questions that cannot be completed please state the reasons why.

Please mail completed and signed forms to: legal@quickspin.com

