

DATED: 7th November 2023

- (1) Cusp Games Ltd**
- (2) Sunflower Seed B.V.**

AGREEMENT

**FOR DEVELOPMENT AND LICENCE OF INTERNET AND MOBILE GAMES
SOFTWARE TO BE OPERATED THROUGH A REMOTE GAMES SERVER**

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THIS AGREEMENT is made on _____ 2023

BETWEEN

- (1) **CUSP GAMES LIMITED** a company incorporated in the Isle of Man (company number 130847C) whose registered office is at Peveril Buildings, Peveril Square, Douglas, Isle of Man, IM99 1RZ ("**Supplier**"); and
- (2) **Sunflower Seed B.V.** a company incorporated in Curacao (company number 157063) whose registered office is at Kaya Richard J. Beaujon Z/N, Curacao ("**Customer**").

Collectively referred to as the "Parties" and each individually as a "Party"

WHEREAS:

- (A) The Customer is a remote gaming supplier with a platform which offers games through a variety of media, including the internet and mobile platforms.
- (B) Supplier has knowledge, expertise and experience in the design, development, manufacture, testing and supply of software for interactive gambling Games played via the internet and mobile platforms;
- (C) The Supplier wishes to make available to the Customer and its Associates the Games via the Remote Games Server, which may be accessed by End Users via the Websites and Apps; and
- (D) The Parties have entered into this Agreement setting out their respective rights and obligations in relation to the Delivery of the Games and the provision of the Services by Supplier to Customer.

OPERATIVE PROVISIONS

1. Interpretation

- 1.1 In this Agreement (including the Recitals) capitalised words and phrases shall have the meaning ascribed to them below:

"Adjustments"	means a positive or negative adjust that is required to an End Users account to reflect true and proper game play and account history;
"Agreement"	this agreement together with the Schedules;
"Associates"	any 3 rd parties with which the Customer has a contractual relationship
"Apps"	any mobile or tablet application operated by the Associates
"Associate"	in relation to any Party, any person which, at the Commencement Date, directly or indirectly: (i) is Controlled by that Party; or (ii) Controls that Party; or (iii) is under substantially common Control with that Party;

“Supplier Materials”	Supplier's or its Associates' or sub-contractors' hardware, firmware or software utilised for the purposes of this Agreement including, without limitation, all the materials, interfaces and all documents, notes, systems, frameworks, specifications, drawings (other than Supplier's drawings that do not incorporate the materials or any derivatives thereof), goods, devices, applets, methods, and all other items produced or developed by Supplier pursuant to the performance of its obligations in accordance with this Agreement (but excluding the Games, Games Artwork, Remote Games Server and Documentation);
“Branded Games”	means those Games, which incorporate Third Party IP that has been licensed to Supplier, and have been notified to the Customer in writing as such;
"Commencement Date"	the date set forth at the top of this Agreement;
"Confidential Information"	means all knowledge, information or materials of whatever nature and in whatever form (whether oral or written) relating to the disclosing party, any of its Associates or the business carried on by any of them from time to time and made available or provided by or on behalf of the disclosing party or any of its Associates to the receiving party or otherwise received by the receiving party before, on and/or after the Commencement Date and all analyses and other documents prepared by or for the receiving party which contain or otherwise reflect any such knowledge, information or materials. Confidential Information includes the terms of this Agreement and knowledge, information and materials relating to: (i) any and all Intellectual Property Rights; (ii) proprietary technology and products including inventions (whether patentable or not), technical data, data record layouts, trade secrets, know-how, research, prototypes, improvements, processes, plans, designs, requirements, architecture, structures, models, methods, processes, product plans, databases and database tables, ideas or concepts, products, services, software, inventions, techniques, processes, developments, algorithms, formulas, technology, designs, schematics, drawings, engineering and hardware configuration information; and (iii) business or financial statements and projections, product pricing and marketing, financial or other strategic business plans, subscriber numbers and forecasts, content providers and business models;

“Contract Year”	the period of 12 months commencing on the Commencement Date and each subsequent twelve month period commencing on each anniversary of the Commencement Date during the Term;
"Control"	means the power of a person to secure (whether by the holding of shares, possession of voting rights or by virtue of any powers conferred by articles of association, constitution, partnership agreement or other document regulating such person) that the affairs of another are conducted in accordance with its wishes and "Controlled" shall be construed accordingly;
“Customer Obligations”	the Customer’s obligations set out in this Agreement, including those set out in Clause 6;
"Deliver"	to make the Games available to the Associates via the Remote Games Server for use on the Websites and Apps, and "Delivery" and "Delivered" shall be construed accordingly;
“Dependencies”	has the meaning set out in Clause 4.6;
"Documentation"	the Games Description, the expected RTP Percentage and Required Testing Certification in relation to the Games;
"End Users"	the registered customers of the Associates (including those customers registered in respect of a White Label Service where applicable);
“Exclusion Events”	means any of the following events save where any act or omission of Supplier has caused or contributed to any such events: (i) the failure of any Website or any App; (ii) the equipment, telecommunications systems, hardware or software of the Customer, its Associates or any Customer appointed Third Party; (iii) a failure in local access facilities affecting the connectivity of the Customer or electric power or environmental control systems; (iv) any fault in the Websites or Apps ; (v) use or alteration by the Customer (or its Associates or Associates) of the Games or the Services otherwise than in accordance with this Agreement; (vi) fraud committed by the Customer, any of its Associates or Associates; and (viii) any Virus in respect of any Website or App, or any Customer appointed Third Party Platform, or Customer appointed Third Party Remote Games Server, or any other systems of the Customer (or any of its Associates or Associates);
‘Excusable Downtime’	means: (i) any period of unavailability of the availability test page on the Remote Games Server caused as a result of a Relief Event or Force Majeure Event; or (ii) any period of planned or emergency maintenance;
"Fault"	any fault or error and/or bug in any Game that causes that Game to operate otherwise than substantially in accordance with the Documentation;

"Fees"	the sum of the Net Revenue Share, in respect of the Games, payable by the Customer to Supplier in accordance with Clause 9;
"Force Majeure Event"	means any act, event, omission or accident beyond the reasonable control of a Party, including, to the extent that these are beyond such control, nuclear accident or acts of God, declared war, riot, fire, flood, storm or telecommunications malfunction or unavailability, except that: (a) neither lack of funds nor a default or misconduct by any Third Party employed or engaged as an agent or independent contractor by the Party claiming a Force Majeure Event shall be a cause beyond the reasonable control of that Party unless caused by events or circumstances which are themselves a Force Majeure Event; (b) mere shortage of labour, materials, equipment or supplies shall not constitute a Force Majeure Event unless caused by events or circumstances which are themselves a Force Majeure Event; (c) a Change of Law shall not constitute a Force Majeure Event for the purposes of this Agreement; and (d) strikes, lock-outs or other industrial disputes involving the work force of the Party claiming a Force Majeure Event or of any of its subcontractors or suppliers shall not constitute a Force Majeure Event for the purposes of this Agreement;
"Games"	the internet and/or mobile games selected by Customer from a list of available games (provided on an ad hoc basis by Supplier) accessed via the Websites and/or the Apps and specified in an Order, which has been accepted by Supplier;
"Games Artwork"	Supplier's Marks and all content and materials relating to the Games, including, but not limited to, the layered artwork, text, graphics and audio-material necessary for the Customer to carry out its development and implementation obligations as set out in this Agreement;
"Games Description"	the document provided by Supplier to the Customer (and updated prior to Delivery of each Game), describing the features and details of each Game, its format, style, functionality, mechanics and how it is played;
"Gaming Approval"	means any and all approvals, authorisations, licences, transactional waivers, permits, consents, findings of suitability, registrations, clearances, exemptions of or from a Gaming Authority, including those relating to the offering or conduct of relevant gambling and gambling activities;

“Good Industry Practice”	Means the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experience operator engaged in the provision of online gambling and related services under the same or similar circumstances;
“Hosting Services”	the hosting services set out in Schedule 4;
"Initial Term"	the period of 4 years commencing on the Commencement Date;
"Intellectual Property Rights"	means copyrights (including rights in computer software), design rights and related and/or neighbouring rights, rights in get-up or trade dress, rights to goodwill or to sue for passing off or unfair competition, trade marks, service marks, certification marks, trade dress, database rights, moral rights, know-how, trade secrets, rights to use and protect the confidentiality of confidential information, domain names, URLs, trade names, together with any applications to register the same (and any licences in connection with any of the same) and including the right to apply for registration of any such rights, whether or not registered or capable of registration, in each case for their full term, and whether subsisting in any specific country or countries or any other part of the world and together with any renewals, continuations or extensions;
“Large Win”	means a prize equal to or above USD \$10,000 or such other Large Win threshold as notified by the Customer to Supplier from time to time;
"Launch Date"	the date on which the first Game is made available to End Users for commercial use via a visible link on the Websites or Apps and "Launch" shall be construed accordingly;
"Licence"	shall have the meaning given in Clause 5.1
"Licensed Purpose"	(i) making the Games available: (a) on the Websites; and/or (b) on the Apps, so that they may be accessed by End Users in the Territory; and (ii) the promotion of the Games to End Users and potential End Users;
"Marks"	the trade marks, names and logos utilised by each Party;
"Monthly Statements"	the statements provided by the Customer to Supplier as set out in Clause 9;
"Net Revenue"	in respect of all Games the aggregate of all Stakes in a Reporting Month minus: Winnings, Redeemed Casino Bonus (up to a maximum of 10% of stakes minus winnings in a

reporting month), Chargebacks, Cancelled or void bets and contributions to Progressive Jackpots (where Progressive Jackpots are applicable)

"Net Revenue Share"	in respect of each Game, the percentage of Net Revenue as set out in Schedule 1;
"New Release"	a new release of all or any part of any Game suitable for use by the Customer in which previously identified faults have been remedied or to which any modification, enhancement, revision or update has been made, or to which a further function or functions have been added;
"New Version"	a new version of any Game released by Supplier after the date of Delivery, which provides additional or improved functionality or performance;
"Order"	an order for any Game submitted to Supplier by the Customer in the form set out in Schedule 2;
"Progressive Jackpot"	means a jackpot in the Games in which a portion of the Stakes from the End Users is accumulated to form a jackpot which is periodically won by a End User;
"Progressive Jackpot Contribution"	means the total amount of money which is contributed to all Progressive Jackpots by End Users;
"Release Process"	the technical procedure which the Customer shall follow when releasing each Game for play by End Users as set out in Schedule 3;
"Relief Event"	has the meaning set out in Clause 4.6;
"Remote Games Server" or "RGS"	the hardware and software infrastructure maintained and operated by Supplier's nominated third party in a United Kingdom based data centre and in Gibraltar (or such other jurisdiction as the parties may agree) on which the Games will reside and be accessed by the End Users via the Website and the Apps;
"Reporting Month"	in respect of the first month the period from the Launch Date to the end of the calendar month in which the Launch Date falls, and thereafter each calendar month (or part thereof) for the remainder of the Term;
"Restricted Territories"	means

	Any territory that requires a gambling license for operation of a real money wager (without the prior securing of such licence by the Licensee), any territory where the operation of an online gambling website is prohibited on a play for real or demo basis, any territory that is subject to economic sanctions legislation. This includes but is not limited to: Australia, Belarus, Belgium, Cayman Islands, France, Hong Kong, SAR, Iran, Iraq, Israel, Italy, Japan, Myanmar, North Korea, Poland, Saudi Arabia, Russia, Singapore, Spain, Syria, The Netherlands, United States, United Kingdom and Vatican City.
"RTP Percentage"	the target percentage of Stakes expected to be returned to End Users achievable within reasonable mathematical limits;
"Services"	the Support Services and Hosting Services;
"SLA"	the Service Level Agreement at Schedule 5;
"Stakes"	means all real money sums wagered by End Users on the Games;
"Support Services"	the support services set out in Clause 7;
"Term"	the term of this Agreement as determined in accordance with Clause 3.1;
"Territory"	any territory which is not a Restricted Territory;
"Third Party"	any legal person that is not Supplier, the Customer, any Associate of either Party, or their lawful successors and permitted assigns;
"Third Party Platform"	has the meaning set out in Clause 8.5;
"Third Party IP"	the Intellectual Property Rights of any Third Party;
"Unauthorised Winnings"	amounts won by End Users on the Games which have been credited to the account of a particular End User by Customer otherwise than in compliance with Clause 9.5;
"Virus"	any virus or other contaminant (including software bug, worm, time bomb, logic bomb, Trojan horse or any other self-propagating or other program) that may infect, erase, alter, prevent operation or cause damage or unauthorised access to software, hardware or data;
"Websites"	all and any websites owned, operated or controlled by the Customer or its Associates (together with their related mobile and tablet sites);
"White Label Service"	the provision by the Customer or its Associates of a gaming operation to end users where the brand belongs to a Third Party on whose behalf the Customer operates a website or app;
"Winnings"	All real money amounts won by End Users in playing the Games and credited to their gambling accounts managed by

the Customer (or any of its Associates, as applicable), including Stakes, but excluding Unauthorised Winnings; and

"Working Day"

a day (excluding Saturdays and Sundays) on which banks in London are generally open for normal banking business.

- 1.2 References to Clauses and Schedules are to Clauses of and Schedules to this Agreement.
- 1.3 The headings to Clauses are for ease of reference only and shall not affect the interpretation or construction thereof.
- 1.4 Reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended or re-enacted.
- 1.5 Words importing the singular shall include the plural and vice versa, words importing any gender shall include all other genders, words importing persons shall include bodies corporate, unincorporated associations and partnership and vice versa.
- 1.6 References in this Agreement to **"includes"** or **"including"** shall be interpreted as meaning **"includes"** (or including, as applicable) without limitation and the use of these words shall not limit the meaning of the words preceding them.
- 1.7 References to the whole shall also include the part.
- 1.8 References to **"the Customer"** and to **"Supplier"** shall include their respective employees, agents and permitted assigns, subject to the provisions of Clause 19.3.

2. General Provisions

- 2.1 The Parties have entered into this Agreement in order to agree terms for the provision of the Services by Supplier and grant of the Licence to the Customer.
- 2.2 This Agreement does not oblige the Customer to procure Games and, likewise does not commit Supplier to make available any Games, unless and until Supplier accepts an Order from the Customer made in accordance with Clause 4.
- 2.3 For the avoidance of doubt, nothing in this Agreement shall prevent the Customer from procuring games similar to the Games from another developer or supplier.
- 2.4 For the avoidance of doubt, nothing in this Agreement shall prevent Supplier from:
 - 2.4.1 providing services similar to, or the same as, those provided to the Customer to any other customer; or
 - 2.4.2 making available (or otherwise granting any rights in) any Game or any game, which is similar to any Game, to any Third Party.
- 2.5 Supplier acknowledges that the Customer may, during the Term, permit each of its Associates, in accordance with: (i) Applicable Law; and (ii) the terms and conditions of this Agreement, to:
 - 2.5.1 make available the Games to its registered customers on websites and apps owned and controlled by the Customers' Associates; and
 - 2.5.2 receive the benefit of the Services, provided that the Customer:
 - 2.5.2.1 complies with the requirements set out in Clause 14.2

- 2.5.2.2 ensures that Associates are compliant with any requirements imposed by a Gaming Authority (including the Gaming Authority by which the Customer is licensed)
 - 2.5.2.3 has reimbursed Supplier for any proportionate and reasonable incremental costs incurred by Supplier in procuring that such Associate is able to make available the Service to its End Users, provided prior written approval for such costs is obtained from the Customer
- 2.6 The Customer shall procure that:-
 - 2.6.1 its Associates comply with the terms of the Licence, all of the Customer's obligations under this Agreement (where applicable), and the reasonable instructions provided to them by Supplier, and the Customer shall be liable to Supplier for the acts and omissions of each of its Associates; and
 - 2.6.2 if required by Supplier, each Associate shall, at the cost of the Customer, immediately enter into a written contract with Supplier whereby each such Associate agrees to protect and only use the Confidential Information and Intellectual Property Rights of Supplier on the same terms as those accepted by the Customer in this Agreement.
- 2.7 The Customer undertakes that neither it nor its Associates shall make any Game available as a White Label Service, except where Supplier has provided its prior written approval to the same (such approval not to be unreasonably withheld or delayed).
- 3. Term**
- 3.1 This Agreement shall commence on the Commencement Date and shall remain in force and effect until terminated in accordance with Clause 13.
- 4. Delivery Of Games**
- 4.1 The Customer shall be entitled from time to time to request in writing the provision of Games from Supplier by submitting an Order to Supplier.
- 4.2 Within 20 Working Days of receipt of an Order from the Customer, Supplier shall:
 - 4.2.1 either notify the Customer that it is not able to provide the requested Games;
 - 4.2.2 request amendments to the Order; or
 - 4.2.3 sign and submit the Order to the Customer.
- 4.3 An Order shall not be legally binding or have any effect unless the Order has been signed by the authorised representatives of the Customer and Supplier.
- 4.4 Supplier shall use all reasonable endeavours to Deliver the Games, and provide the Documentation and the Games Artwork to the Customer on or before the dates of Delivery set out in the relevant Order.
- 4.5 All development services provided under this Clause 4 shall be carried out at Supplier's cost and in accordance with Good Industry Practice and by appropriately skilled personnel in the employ of Supplier, or Third Party suppliers with appropriate expertise.
- 4.6 The Customer shall use reasonable endeavours to: (i) perform all of its obligations (including the Customer Obligations) under this Agreement; and (ii) cooperate with Supplier and provide Supplier with such information and assistance, as Supplier shall reasonably require to enable Supplier to: (i) Deliver the Games; and (ii) provide the Services, provided such co-operation by the Customer shall not cause any material disruption to the Customer's business (the

"Dependencies"). The Customer acknowledges and accepts that Supplier shall have no liability for any failure or delay in performing any of its obligations (including its obligation to provide the Services and compliance with the SLA) in accordance with the terms of this Agreement to the extent such failure or delay results directly from: (i) the failure of the Customer to perform a Dependency; or (ii) an Exclusion Event and no act or omission by Supplier has caused or contributed to such failure or delay.

5. Licence

- 5.1 Subject to the terms and conditions of this Agreement, Supplier shall grant to the Customer, for the duration of the Term, a non-transferable (subject to Clause 19.3) non-exclusive licence to use the Games (in each case, following Delivery of the relevant Game), the Games Artwork and the Documentation for the Licensed Purpose within the Territory ("**Licence**").
- 5.2 Supplier has the right to discontinue any Game at its discretion, by giving not less than 90 days' notice to the Customer, in the event that Supplier proposes to discontinue its provision of that Game from its standard commercial offering to its other customers.

6. Customer Obligations

- 6.1 The Customer shall ensure the Associates manage, at the Associates own cost, the relationship and communication with the End Users and the operation of the Websites and Apps, which shall include, without limitation, the performance of the following activities and services in accordance with good industry practice:
 - 6.1.1 handling End User funds, general account administration, payment processing and management of related risks, including, without limitation, settling of gaming transactions and 'know your transaction' checks as may be required by applicable anti-money laundering and anti-terrorism regulations and otherwise in accordance with Applicable Law;
 - 6.1.2 examining and handling deposits, cash-outs, Chargebacks, fraud and related costs in accordance with Applicable Law;
 - 6.1.3 in respect of the End Users, conducting customer screening, age and ID verification checks and conducting appropriate 'know your customer' checks as may be required in accordance with Applicable Law including those relating to anti-money laundering and anti-terrorism; and
 - 6.1.4 handling End User complaints with Supplier to assist where reasonably required.
- 6.2 The Customer shall ensure the Associate follows the Release Process when launching the Games.
- 6.3 Except as expressly permitted by this Agreement or authorised in writing by Supplier, the Customer shall not, and shall procure that each of its Associates shall not:
 - 6.3.1 disassemble, decompile, reverse engineer, derive source code from the object code or otherwise attempt to derive the internal structure, functioning or other inner workings of the Games or allow any Third Party to do the same;
 - 6.3.2 make adaptations to, duplicate or otherwise reproduce or distribute, the Games or attempt to do so in any way other than as permitted by this Agreement;

- 6.3.3 assert or imply that title or ownership rights in the Games belong to it;
 - 6.3.4 remove or obscure any copyright, trade mark notice, or restrictive legend of Supplier and/or its licensors;
 - 6.3.5 include, or permit the inclusion or association of Games with any form of malware or other form of malicious code;
 - 6.3.6 use or allow the Games to be used in any way that may be deemed to be immoral, illegal or otherwise damage the reputation, goodwill or Marks of Supplier;
 - 6.3.7 provide services to End Users in any manner that is not in accordance with best practice in the online gambling industry or otherwise contrary to Applicable Law.
- 6.4 The Customer shall at its sole discretion use reasonable endeavours to co-operate with Supplier in order to provide support, including provision of information and data reasonably necessary and required by Supplier, including making available suitably qualified employees and contractors of the Customer and providing access to the Customer's system information for the purpose of carrying out diagnostics and correction of Faults, provided that system access shall be direct or remote, at the Customer's sole discretion, and that, in the latter case, such access will be subject to Supplier's compliance with any additional requirements for security and encryption techniques or software which may from time to time be specified to Supplier and Supplier shall ensure that all data, information, systems, documents and other materials accessed, inspected, audited or used pursuant to this Clause 6 shall be treated as Confidential Information of the Customer.
- 6.5 The Customer shall maintain sufficiently robust procedures in accordance with good industry practice, including, but not limited to the verification of large and/or unusual wins, to mitigate the risk that a win originating from an error in the Games and/or the Remote Games Server is credited to the gambling account of any End User by an Associate.
- 7. Support Services**
- 7.1 Supplier shall supply the Customer with New Releases in machine-readable form together with related amendments to the Documentation. Supplier may make such New Releases available for downloading over the internet and will promptly notify the Customer when such downloads are available.
- 7.2 Supplier shall ensure that support is available by telephone and e-mail 24 hours a day seven days a week to provide assistance to the Customer to remedy Material Faults in the Games.
- 7.3 Supplier shall correct Faults notified to it by the Customer in accordance with the SLA.
- 7.4 Supplier shall ensure that the Remote Games Server is available to the Customer and any Associates in accordance with the SLA.
- 7.5 During the Term, the Customer shall not, without Supplier's prior written approval, allow any person other than a representative of Supplier to modify, repair or maintain any part of the Games.
- 8. Hosting Services**
- 8.1 Supplier's nominated third party shall provide the Hosting Services.
- 8.2 Supplier's nominated third party shall host the Games on the Remote Games Server and deliver the Games onto the Remote Games Server which shall be integrated into the Customer platform

- 8.3 Supplier hereby undertakes to use reasonable endeavours to ensure successful integration into the Customer platform.
- 8.4 The SLA shall apply in respect of each Game from the Launch Date.
- 8.5 Where the Customer has requested and Supplier has agreed that the Game(s) are to be accessed by the Customer on the Remote Games Server via a third party platform (a “**Third Party Platform**”), each of Supplier and the Customer shall be responsible for entering into its own agreement (each at its own cost) for relevant services with the provider of the relevant Third Party Platform.

9. Fees And Payment

- 9.1 In consideration of the rights granted and services provided under this Agreement the Customer shall pay Supplier the Fees monthly in arrears in accordance with the terms and conditions of this Agreement. VAT or any other sales tax (if any) will be excluded from the Fees and will be paid by the Customer at the prevailing rate from time to time, and any other VAT or sales tax (if any) properly chargeable on any payment under this Agreement shall be added to the amount payable and paid at the same time as the payment to which it relates.
- 9.2 Each party shall pay taxes imposed on it in accordance with Applicable Law.
- 9.3 Customer shall be responsible for collecting any Fees due from Associates
- 9.4 Neither Party shall be entitled to set off any sums owed to it by the other against any payments payable by it under this Agreement.
- 9.5 Customer shall not allow an Associate to credit winnings to the account of any End User where Supplier has adequately notified the Customer of a Fault with any Game that affects or has affected such winnings. It is hereby acknowledged and agreed that Supplier shall not be liable for any loss suffered by the Associate as a direct result of the Associate crediting any Unapproved Winnings to the account of an End User.
- 9.6 Supplier undertakes that it will immediately acknowledge and respond to a request for verification of a Large Win from the Customer and shall provide the Customer with confirmation of any such Large Win verification within twenty four (24) hours of receipt of notification of the Large Win verification request from the Customer. The parties hereby agree that notices and responses pursuant to this Clause 9 shall be deemed adequately served only when delivered in accordance with notification procedures (including addressed to the relevant contacts of each party) as agreed between the parties from time to time.
- 9.7 In the event that any sum owed by one Party to the other remains outstanding beyond its due date for payment (and is not the subject of a bona fide dispute between the Parties) the defaulting Party shall be liable to pay interest on the amount of the late payment from the due date to the date of receipt by the non-defaulting party at the annual rate of two (2)% above the Bank of England base rate
- 9.8 The Customer shall pay the Fees to Supplier in Euro (€) .
- 9.9 If, in any Reporting Month, the Net Revenue Share aggregated across all Games is a negative amount, then:

- 9.9.1 no Fees shall be due to Supplier for that Reporting Month; and
- 9.9.2 the negative Net Revenue Share for that Reporting Month shall be deducted from any Net Revenue Share payable by the Customer to Supplier in future Reporting Months, until the entire amount of any such negative Net Revenue Share has been accounted for and deducted from the Fees.

Following the Launch Date, the Supplier shall deliver to the Customer a statement within seven (7) Working Days after the end of each Reporting Month, (the "**Monthly Statement**").

- 9.10 Supplier shall render invoices to the Customer for any amounts payable under this Agreement quoting the Customer's purchase order reference (or PO number), contract reference and any other information reasonably specified by the Customer. Any invoice for the Fees shall be based on: (i) the relevant Monthly Statement submitted by the Supplier to the Customer in accordance with Clause 9.9.
- 9.11 The Customer shall pay each invoice within fifteen (15) days from receipt of a bona fide and undisputed invoice from Supplier.
- 9.12 In the event of any late payment of any such undisputed invoice, under this Clause 9 or Clause 10, Supplier may, without prejudice to its other rights and remedies at law or in equity, suspend provision of all or any part of the Games and/or Services until payment is received.

10. Warranties

- 10.1 Supplier warrants that:
 - 10.1.1 it shall employ such security measures in line with Good Industry Practice in order to protect the Games and the Remote Games Server from unauthorised access or interference;
 - 10.1.2 the Games shall, at the date of Delivery and for the duration of the Term, comply with the Documentation and the Games have been or will be developed with reasonable care and skill;
 - 10.1.3 Stakes returned to End Users in respect of each Games shall, within mathematical limits, substantially conform to the relevant RTP Percentage;
 - 10.1.4 the Games shall, prior to the date of Delivery, have been scanned for any Viruses with up to date commercially available anti-virus and anti-spyware software, and if detected, such software shall have been deleted prior to Delivery;
 - 10.1.5 the Games shall not contain anything that may reasonably be deemed to be offensive, blasphemous, defamatory, obscene or menacing or otherwise deemed illegal under Applicable Law;
 - 10.1.6 the Games shall be the original work of Supplier or its full-time employees or Third Party contractors or suppliers who have assigned and waived all their Intellectual Property Rights in favour of Supplier; and the Customer's receipt, use, deployment and exploitation of the Games (pursuant to the terms and conditions of this Agreement) will not knowingly infringe the Intellectual Property Rights of any person, or entity; and
 - 10.1.7 all Support Services and Hosting Services shall be provided with reasonable care and skill.
- 10.2 Each Party warrants to the other that:
 - 10.2.1 it has the requisite legal right, power and authority to enter into this Agreement and to perform fully its obligations hereunder and that to its knowledge there is no action

proceeding or pending that would affect the rights granted pursuant to this Agreement and that it has not entered into and will not enter into any arrangement which would restrict or inhibit the exercise by the other Party of its rights under this Agreement; and

- 10.2.2 subject to Clause 15.4, it will comply with all Applicable Law (including, without limitation, gambling, betting, gaming, advertising, telephony, broadcast and data protection, regulations, codes and guidelines).
- 10.3 The warranties set out in Clauses 11.1 and 11.2 are in lieu of all other express or implied warranties or conditions, including implied warranties or conditions of satisfactory quality and fitness for a particular purpose, in relation to this Agreement. Without limitation, Supplier specifically denies any implied or express representation that the Games will be fit:
 - 10.3.1 to operate in conjunction with any hardware items or software products other than with those that are identified in the Documentation as being compatible with the Games; or
 - 10.3.2 to operate uninterrupted or error-free.
- 10.4 Supplier does not warrant or guarantee that it will be able to rectify all Faults.
- 10.5 Supplier shall not be obliged to rectify any particular Fault if attempts to rectify such Fault (other than normal recovery or diagnostic procedures followed in accordance with Good Industry Practice), have been made by the Customer's personnel or the personnel of any of its Associates or Customer appointed Third Parties without the prior written permission of Supplier.

11. Indemnity

- 11.1 Supplier shall indemnify and hold harmless the Customer and its Associate against all liabilities, costs (including reasonable legal costs), expenses, damages and losses suffered or incurred by the Customer and its Associate arising out of or in connection with (i) including any breach by Supplier of the warranties given by Supplier pursuant to Clauses 11.1 and 11.2 of this Agreement or (ii) any claim, allegation or proceeding made against the Customer or its Associates for infringement of Third Party IP in the Territory arising out of or in connection with the Customer's or, where applicable, the Associate's use of any Game, any New Release, New Version or Documentation (a "**Customer Third Party Claim**") provided that, the Customer and Associate (save where prohibited by Applicable Law or authority):
 - 11.1.1 as soon as reasonably practicable, gives written notice of the Customer Third Party Claim to Supplier, specifying the nature of the Customer Third Party Claim in reasonable detail;
 - 11.1.2 uses its reasonable endeavours to mitigate its losses;
 - 11.1.3 allows Supplier the right and authority to conduct and/or settle all negotiations and litigation resulting from any such Customer Third Party Claim;
 - 11.1.4 does not make any admission of liability, agreement or compromise in relation to the Customer Third Party Claim without the prior written consent of Supplier (such consent not to be unreasonably conditioned, withheld or delayed);
 - 11.1.5 provides reasonable assistance and takes such action as Supplier may reasonably request to avoid, dispute, compromise or defend the Customer Third Party Claim.
- 11.2 If Supplier fails to assume the defence of any such claim, or fails to diligently defend such claim, the Customer or Associate (as applicable) may assume the defence of such claim and Supplier shall reimburse the Customer or Associate for all reasonable costs and expenses

(including reasonable legal fees) as such expenses are incurred, relating to the defence of such claim.

- 11.3 Notwithstanding Clause 12.1, Supplier shall not in any circumstances have any liability for any claim of infringement of Intellectual Property Rights to the extent caused by: (i) sole use by Customer or any of its Associates of the Games or any New Release (as the case may be) in combination with software not supplied or approved in writing by Supplier; (ii) the use of third party hosts or servers by the Customer or any of its Associates; (iii) any act or omission by the Customer which is not in compliance with the terms and conditions of this Agreement. Nothing in this Clause 12.3 shall limit the liability of Supplier in any way in respect of any loss or claim (including any claim of infringement of Intellectual Property Rights) arising directly or indirectly from the Supplier integration with any other third party platform as agreed between the parties from time to time) pursuant to this Agreement.
- 11.4 Without prejudice to Clause 12.1, if: (i) in the opinion of an appropriately qualified legal counsel (with at least 15 years' experience), the Customer's use of any Games, any New Release, New Version or Documentation is likely to become, the subject of a Customer Third Party Claim; or (ii) Supplier receives notice of a Customer Third Party Claim, Supplier may, in its absolute discretion:
- 11.4.1 replace or modify all or part of the relevant Game, New Releases, New Version, Documentation (as the case may be) with substantially equivalent software or documentation which does not infringe Third Party IP, without any charge to the Customer or, where the subject matter of the Customer Third Party Claim is limited to receipt of the Hosting or Support Services, amend the provision of those Services so that they no longer infringe Third Party IP; or
 - 11.4.2 procure for the Customer a licence from the relevant claimant to continue using the Games or the New Releases (as the case may be); or
 - 11.4.3 terminate this Agreement and the relevant software licences in relation to the relevant Games.
- 11.5 Notwithstanding any other provision in this Agreement, Clause 12.1 shall not apply to the extent that any claim or action referred to in that Clause arises directly or indirectly through the possession, use, development, modification or maintenance of any open source software by the Customer or any of its Associates or through the breach of any Third Party licence relating to any open source software by the Customer or any of its Associates.
- 11.6 Customer shall indemnify Supplier against all costs, expenses, damages, liabilities and losses suffered or incurred by Supplier arising out of or in connection with any claim made against Supplier for actual infringement of Third Party IP in the Territory arising as a consequence of Supplier's use of the Customer's Marks in accordance with the terms of this Agreement, provided that, if any third party makes a claim, or notifies an intention to make a claim, against the Customer which may reasonably be considered likely to give rise to a liability under this indemnity (a "**Supplier Third Party Claim**"), Supplier:
- 11.6.1 as soon as reasonably practicable, gives written notice of the Third Party Claim to Customer, specifying the nature of the Supplier Third Party Claim in reasonable detail;
 - 11.6.2 uses its reasonable endeavours to mitigate its losses;
 - 11.6.3 allows Customer the right and authority to conduct and/or settle all negotiations and litigation resulting from any such Supplier Third Party Claim;

- 11.6.4 does not make any admission of liability, agreement or compromise in relation to the Supplier Third Party Claim without the prior written consent of Supplier (such consent not to be unreasonably conditioned, withheld or delayed); and
- 11.6.5 provides reasonable assistance and takes such action as Supplier may reasonably request to avoid, compromise or defend the Supplier Third Party Claim.

12. Intellectual Property

- 12.1 The Intellectual Property Rights in the Games (including any modifications and developments), the Games Artwork, as between Supplier and the Customer, are, and shall remain, the property of Supplier, and Supplier reserves the right to grant a licence to use the Games and the Games Artwork to any Third Party.
- 12.2 The Games, the Games Artwork, the Remote Games Server, Supplier Materials and the Documentation (including any modifications and developments), as between Supplier and the Customer, are the property of Supplier and neither the Customer nor its Associates acquire any rights in or to the Games, the Games Artwork, the Remote Games Server, Supplier Materials or the Documentation other than those expressly granted by this Agreement.
- 12.3 The Customer shall do, and execute or arrange for the doing and executing of, including without limitation by the Associates, each necessary act, document and thing that Supplier may consider necessary or desirable to perfect the right, title and interest of Supplier in and to the Intellectual Property Rights in the Games, the Games Artwork, the Remote Games Server, Supplier Materials or the Documentation.
- 12.4 All legal and beneficial interest in any Intellectual Property Rights relating to the Customer's or its Associates' or sub-contractors' hardware, firmware or software utilised for the purposes of this Agreement including, without limitation, all the customer materials, interfaces and all documents, notes, systems, frameworks, specifications, drawings (other than Supplier's drawings that do not incorporate the customer materials or any derivatives thereof), goods, devices, applets, methods, and all other items produced, developed, utilised or supported by the Customer remain the property of the Customer and/or its Associates or licensors (as appropriate). To the extent that any legal or beneficial interest in Intellectual Property Rights relating to the subject matter referred to in this Clause should for any reason vest in Supplier during the Term, Supplier hereby assigns such interest to the Customer and agrees and undertakes to do all things necessary to give effect to this Clause 13.5.
- 12.5 The Parties each agree in relation to their respective Marks ("**granting Party**") that the other ("**using Party**") may use the granting Party's Marks in a pre-approved manner as strictly necessary to perform its obligations (including for marketing purposes) under this Agreement. The Parties agree that as between themselves all proprietary rights, title and interest, including, but not limited to trademarks, copyrights and any goodwill associated with the granting Party's Marks are the exclusive property of the granting Party (and / or its Associates or licensors) and that the using Party has not and will not acquire any proprietary rights thereto by reason of this Agreement and that all use shall inure for the benefit of the granting Party (and its relevant Associates).
- 12.6 Neither Party shall, during the Term or at any time after the Term, challenge or contest or assist any other person to challenge or contest the validity of any of the Intellectual Property Rights of the other Party.
- 12.7 The provisions of this Clause 12 shall continue following expiry or termination of this Agreement.

13. Termination

- 13.1 After the expiry of the Initial Term, The Supplier may terminate this Agreement on the provision of at least ninety (90) days prior written notice to Customer.
- 13.2 Either Party shall, without prejudice to any other rights and remedies which it may have, be entitled to terminate this Agreement at any time by service on the other Party of notice in writing having effect forthwith:
- 13.2.1 if the other Party:
- 13.2.1.1 fails to pay any amount due under this Agreement on the due date for payment and remains in default of such payment not less than sixty (60) days after being notified in writing to make such payment;
 - 13.2.1.2 fails to provide information to the other Party as required by Clause 14.2
 - 13.2.1.3 commits a material breach of the terms of the Agreement and such breach is not remedied (if capable of remedy) within thirty (30) days of receipt of a written notice specifying the breach and requiring it to be remedied;
 - 13.2.1.4 is prevented or delayed in the performance of its obligations by a Force Majeure Event for a continuous period in excess of ninety (90) days;
 - 13.2.1.5 makes any arrangement or compromise with its creditors;
 - 13.2.1.6 is the subject of a voluntary or compulsory liquidation (other than for the purpose of a bona fide reconstruction or amalgamation);
 - 13.2.1.7 ceases to carry on business or suffers any execution or distress over its assets; or
 - 13.2.1.8 is made the subject of any administration order or of any proposal under Part I of the Insolvency Act 1986 for composition in satisfaction of its debts;
 - 13.2.1.9 in accordance with Clause 15.2,
 - 13.2.1.10 in the event that this agreement jeopardises either parties ability to maintain gaming licenses in regulated markets
- 13.3 On termination, each Party shall return to the other all documents, data and other material belonging to the other Party in its possession.
- 13.4 Termination of this Agreement by either Party for whatever reason shall not affect any accrued rights or liabilities of either Party, nor shall it affect the coming into force or the continuation in force of any provision of the Agreement which expressly or by implication is intended to come into or continue in force on or after such termination.
- 13.5 Upon termination of the Agreement (however caused) the Licence and all other licences granted thereunder shall cease and the Customer shall procure that all use of the Games under such licences (or purported to be under such licences) shall cease immediately.
- 13.6 Upon termination of this Agreement (however caused) Supplier shall be entitled to invoice the Customer for all outstanding Fees and the Customer shall pay any outstanding invoices and interest due to Supplier within thirty (30) Working Days of the date of the relevant invoice.

14. Compliance

- 14.1 The Customer undertakes that it shall ensure Associates use best endeavours in accordance with good industry practice not to:
- 14.1.1 make the Games available to End Users residing in the Restricted Territories;
 - 14.1.2 process any transactions from any End Users residing in the Restricted Territories;
; and/or
 - 14.1.3 market or promote the Games to End Users residing in the Restricted Territories.
- 14.2 Where the Customer's Associates are operating one or more white labels or own brands, the Customer shall obtain and provide to Supplier details of each and every such brand operator, including company name, registered address, brands and URLs operated, director details and copies of proof of identity documentation, shareholder and beneficial owner details and copies of proof of identity documentation and any other information reasonably requested by the Supplier from time to time for probity and due diligence clearance. For the avoidance of doubt the Customer shall be responsible for vetting of operators to ensure that they are fit and proper persons and shall be liable to the Supplier for any loss or damage caused (including without limitation any indirect losses resulting from damage to reputation) due to any operator's failings which could have been foreseen or identified by the due diligence processes which the Customer took or could reasonably have been expected to take.

15. Publicity and Confidentiality

- 15.1 Subject to Clause 16.2, each Party (the "receiving party") undertakes that it will not, and will procure that none of its Associates or Associates will, at any time hereafter use, divulge or communicate to any person (except to its professional representatives or advisers and any employees, agents or subcontractors who need to know such information for the performance of this Agreement and provided that such Party shall inform each of them of, and procure their compliance with, this Clause 16), the terms of this Agreement or any Confidential Information concerning the other Party or any Associate of such other Party ("disclosing party") which may have or may in the future come to its knowledge. Neither Party shall use any such Confidential Information except for the performance of this Agreement.
- 15.2 The obligation of confidentiality contained in Clause 15.1 shall not apply or (as the case may be) shall cease to apply to Confidential Information solely to the extent that such Confidential Information:
- 15.2.1 at the time of its disclosure by the disclosing party is already in the public domain, or which subsequently enters the public domain, other than by breach of this Agreement by the receiving party;
 - 15.2.2 is already known to the receiving party (as evidenced by written records) at the time of its disclosure by the disclosing party and was not otherwise acquired by the receiving party from the disclosing party under any obligations of confidence;
 - 15.2.3 is at any time after the Commencement Date acquired by the receiving party from a third party having the right to disclose the same to the receiving party without breach of obligation owed by that third party to the disclosing party;
 - 15.2.4 is required to be disclosed by Applicable Law or order of a Gaming Authority or Competent Authority, provided that any such disclosure is limited to that which is so required and prior to such disclosure the receiving party shall, wherever possible and permitted by Applicable Law, advise the disclosing party of the proposed form of the disclosure;

- 15.2.5 is independently developed by the receiving party without reference to the Confidential Information of the disclosing party; or
- 15.2.6 the disclosing party informs the receiving party in writing is not Confidential Information.
- 15.3 Without prejudice to any other rights or remedies that the disclosing party may have, the receiving party acknowledges and agrees that the disclosing party shall, without proof of special damage, be entitled to an injunction, specific performance or other equitable relief for any threatened or actual breach of the provisions of this Clause 16, in addition to any damages or other remedy to which it may be entitled.
- 15.4 Save to the extent otherwise required by Applicable Law or any Gaming Authority or Competent Authority, neither Party will make any announcement relating to the existence, terms or subject matter of this Agreement without the prior written approval of the other Party.

16. Limitation Of Liability

- 16.1 Neither Party excludes or limits liability arising out of or in respect of this Agreement for:
 - 16.1.1 fraud or fraudulent misrepresentation;
 - 16.1.2 death or personal injury caused by negligence;
 - 16.1.3 the Customer's obligation to pay the Fees;
 - 16.1.4 any breach of Clause 11, 12 or 15;
 - 16.1.5 any matter for which it would be unlawful for the parties to exclude liability.
- 16.2 Subject to Clause 17.1, neither Party shall in any circumstances be liable whether in contract (including under any indemnity), tort (including for negligence and breach of statutory duty howsoever arising), misrepresentation, or otherwise, in connection with the subject matter of this Agreement for:
 - 16.2.1 any loss suffered by the Customer caused by a Relief Event;
 - 16.2.2 any loss caused by a Force Majeure Event;
 - 16.2.3 any loss of profits,
 - 16.2.4 any loss of business, business opportunities, revenue, turnover, reputation or goodwill;
 - 16.2.5 any indirect or consequential loss;
 - 16.2.6 loss (whether direct or indirect) of anticipated savings or wasted expenditure (including management time);
 - 16.2.7 any loss or liability under or in relation to any contract with a Third Party; or
 - 16.2.8 any loss or liability arising in respect of any Third Party Platform.
- 16.3 Supplier shall not be liable, whether in contract (including under an indemnity), tort (including for negligence and breach of statutory duty howsoever arising), misrepresentation or otherwise, in connection with the subject matter of this Agreement in respect of any loss or corruption (whether direct or indirect) of any End User data or End User information ordinarily retained by the Customer
- 16.4 Customer shall not be liable, whether in contract (including under an indemnity), tort (including for negligence and breach of statutory duty howsoever arising), misrepresentation or otherwise,

in connection with the subject matter of this Agreement in respect of any loss or corruption (whether direct or indirect) of any data or information other than End User data or information pursuant to Clause 16.3 above.

- 16.5 The total aggregate liability of each Party in contract (including any liability under any indemnity), tort (including negligence and breach of statutory duty howsoever arising), misrepresentation or otherwise, arising out of or in connection with this Agreement, shall be limited to £50,000

17. Force Majeure

- 17.1 Neither Party shall be liable for any delay or failure in the performance of any of its obligations pursuant to the Agreement to the extent that the same results from a Force Majeure Event and the Party affected by the Force Majeure Event:

- 17.1.1 could not have prevented the delay or failure by using reasonable and prudent foresight including the implementation of reasonable precautions;
- 17.1.2 as soon as reasonably practicable after becoming aware of the Force Majeure Event gives notice of the occurrence of the Force Majeure Event to the other Party by telephone (and confirms the same in writing within 24 hours); and
- 17.1.3 uses all reasonable endeavours to:
- 17.1.3.1 re-commence performing such obligations as soon as possible; and
- 17.1.3.2 otherwise mitigates the effects of the Force Majeure Event by finding a work around to perform the affected obligations despite the Force Majeure Event.

18. Notices

- 18.1 Any notice given or made under or in connection with the matters contemplated by this Agreement will be in writing and shall be deemed to have been given if delivered personally (including by commercial messenger or courier service), or sent by fax, or prepaid, recorded delivery, first class post (air mail, if posted to or from a place outside the United Kingdom) or by email:

- 18.1.1 In the case of the Customer by both Mail and Email copy to:

For attention of: Sunflower Seed B.V. - Legal

Address: Kaya Richard J. Beaujon Z/N, Curacao. P. o. Box 6248 Email: info@sunflowerseed.co

- 18.1.2 In the case of Supplier to:

Cusp Games Limited

Peveril Buildings, Peveril Square, Douglas, Isle of Man, IM99 1RZ

For the attention of: Director

- 18.2 Notice so given will be deemed to have been duly given and received as follows:

- 18.2.1 if personally delivered, upon delivery at the address of the relevant Party;
- 18.2.2 if sent by fax, when dispatched, proven by a valid fax transmission sheet; and

- 18.2.3 if sent by email , when the email is sent , proven by Supplier retaining a copy of the relevant sent receipt, which for the avoidance of doubt is not required to take place on a Working Day.
- 18.3 Provided that, if, in accordance with the above provision, any such notice would otherwise be deemed to be given or made outside of the hours of 0900 and 1730 on a Working Day, such notice, demand or other communication will be deemed to be given or made at 0900 on the next Working Day.
- 19. General**
- 19.1 **No Partnership:** Nothing contained herein shall be deemed to create any relationship of partnership joint venture or agency, nor shall any similar relationship be deemed to exist by virtue of this Agreement between the Customer on the one hand, and Supplier on the other.
- 19.2 **Amendments:** This Agreement may be amended solely in writing and no amendment shall be effective unless executed by a duly authorised person on behalf of each of the Parties.
- 19.3 **Assignment and Sub-Contracting:** Neither Party may novate, assign, sublicense, delegate or transfer its rights or, other than as aforesaid, its obligations under this Agreement (including pursuant to any acquisition, change of control or disposal of all or substantially all of its assets), without the other party's prior written, not to be unreasonably withheld or delayed.
- 19.4 **Entire Agreement:** This Agreement supersedes all prior agreements and arrangements and embodies the entire understanding and all the terms agreed between the Parties relating to the subject matter of this Agreement.
- 19.5 **Survivorship:** Save as set out in this Clause 19.5, the Parties shall have no further obligations or rights under this Agreement after its termination, without prejudice to any obligations or rights which have accrued to either Party at the date of termination, save that Clauses 1, 10, and 16-21 and those Clauses the survival of which is necessary for the interpretation or enforcement of this Agreement shall continue to have effect after the end of the Term.
- 19.6 **Waiver:** A waiver by either Party of a breach of any term or condition of this Agreement in any one instance shall be in writing and shall not be deemed as a continuing waiver or a waiver of any subsequent breach unless the written notice so provides.
- 19.7 **Severability:** (i) Neither the Customer nor Supplier 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 Gaming Authority in respect of this Agreement or any provision hereof or in the event that any term of this Agreement is adjudged to be void or unenforceable by such authority; and (ii) in the event that any material provision of this Agreement is so adjudged to be void and/or unenforceable by any Gaming Authority, the Parties will consult with a view to amending this Agreement to the satisfaction of such regulatory authority by severing and striking out such provision and making any necessary amendments to this Agreement to give effect to the Parties' intentions whereupon all of the other provisions in this Agreement not subject to strike out or amendment shall continue in full force and effect provided that in the event that the Parties are unable within three (3) months of such decision to agree an amendment satisfactory to such authority which in the reasonable opinion of both Parties, substantially gives effect to their respective original intentions, then either Party may by serving written notice on the other terminate this Agreement without further liability.
- 19.8 **Third Party Rights:** The Parties to this Agreement do not intend that any terms of this Agreement should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a Party to this Agreement, as the case may be other than Supplier

shall have the right to enforce against the Associates of the Customer the terms of this Agreement relating to payment of Fees, protection and use of the Confidential Information and Intellectual Property Rights of Supplier and the limited warranties and exclusion and limitation Clauses to protect Supplier on the same terms as those accepted by the Customer in this Agreement.

- 19.9 **Law:** This Agreement, and all disputes arising out of or in connection with it (including non-contractual disputes or claims), shall be governed by and construed in accordance with the law of England and Wales.

IN WITNESS whereof the Parties have entered into this Agreement on the day and year first before written.



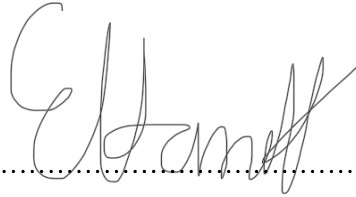
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For and on behalf of

CUSP GAMES LIMITED

Name: **Lorna Richards**

Position: **Director**



.....

For and on behalf of

SUNFLOWER SEED B.V.

Name: **Eliyahu Hassett**

Position: **Director**

SCHEDULE 1 GAMES AND NET REVENUE SHARE

1. Net Revenue Share

	<u>Game name</u>	<u>Revenue Share Rate Payable</u>
	Standard Games	8.5%

SCHEDULE 2 PRO FORMA ORDER

This Order is made on [TBD]

This order is made subject to the terms of the Agreement dated XXX made between Cusp Games Limited and XXX Inc. (“the Agreement”). Capitalised words and phrases shall have the meaning ascribed to them in the Agreement.

Games: All

Delivery Date: [TBD]

Effective Date: [TBD]

Third Party Brand Owner Territorial Restrictions And Marketing Guidelines [if relevant]

.....

For and on behalf of

Cusp Games Limited

Name:

Position:

.....

For and on behalf of

Name:

Position:

.....

SCHEDULE 3 RELEASE PROCESS

Step 1 Staging Environment - Supplier and Customer undertake Staging Testing where the Game is User Acceptance tested by the Customer to ensure the game is error free and meets performance standards.

Step 2 Hidden Live – Customer shall undertake Hidden Live Testing for up to 24 hours before moving to Soft Launch. Supplier shall also undertake additional monitoring of game logs, transactional reporting accuracy, ensuring any new games are error free and meets performance standards, before moving to Soft Launch.

Step 3 Soft Launch – Game is End User facing, but in a non prominent position. Supplier review game logs and data for upto 24 hours. Assuming nothing is flagged up during this review, then the game moves to Full Release.

Step 4 Full Release – Game is available to Customer to fully expose via positioning and marketing.

SCHEDULE 4 SUPPORT AND HOSTING SERVICES

1. Hosting set-up

The set-up phase of the hosting services includes those services provided by Supplier's nominated third parties to design, install, configure and test the hosting services, as well as the hosting facility and internet connectivity.

2. Installation and configuration

Supplier's nominated third party shall procure, install and configure the hosting equipment to provide access to the Games and the Remote Games Server. This includes the rack mounting of servers and related equipment, installation of system and database software components, configuration of clustering and cross-connects, installation of the Games and the Remote Games Server.

3. Facility

The hosting equipment shall be installed in a rack-mounted configuration inside a professional hosting facility designed for such use. The facility shall be equipped with access security, climate control, fire suppression, and managed power supply with UPS and generator back-up.

4. Internet connectivity

4.1 Supplier's nominated third party shall provide internet connectivity through an internet service provider at the hosting facility. The connectivity shall include multiple, diversely routed high-speed connections, a firewall for security and a load balancer for traffic management and speed optimisation. The Customer shall make their own arrangements for internet access in order to access the Games and the Remote Games Server.

4.2 Supplier's nominated third party shall supply burstable bandwidth connectivity services. The connectivity shall include multiple connections and a network operations centre that monitors servers, the network platform and internet access.

5. Continuing Hosting Services

The continuing hosting services provided by Supplier's nominated third party, which allow for availability of the Games and the Remote Games Server, include internet connectivity (as detailed in paragraph 4 above, load distribution management, security services, monitoring, back-up, release management and change control, and administration services.

6. Load distribution management

Supplier's nominated third party shall provide load-balancing services to distribute load and redundancy across application servers.

7. Security services

Supplier's nominated third party shall provide security services as follows:

- (a) facility access shall be limited to the authorised Supplier's nominated third party personnel;
- (b) the facility shall be monitored 24 hours a day, seven days a week through closed circuit video surveillance and shall require identification for access; and
- (c) data access security shall be provided through managed firewall services with security on all web pages, a private network path for administration and SNMP monitoring, and fully hardened servers.

8. Monitoring services

Supplier's nominated third party shall provide, 24 hours a day and seven days a week, monitoring of the computing, operating and networking infrastructure to detect and correct abnormalities. This includes environmental monitoring, network monitoring, load-balancing monitoring, web server and database monitoring, firewall monitoring, and intrusion detection.

9. Back-up, archiving and recovery services

Supplier's nominated third party shall develop the back-up Schedule, perform Scheduled back-ups, provide routine and emergency data recovery, and manage the archiving process. The back-up Schedule shall include at least weekly full back-ups and daily incremental back-ups. In the event of data loss, Supplier's nominated third party shall provide recovery services to try to restore the most recent back-up.

10. Release management and change control

Supplier's nominated third party shall provide release management and change control services to ensure that versions of servers, network devices, storage, operating system software and utility and application software are audited and logged, and that new releases, patch releases and other new versions are implemented as deemed necessary by Supplier's nominated third party to maintain the hosting services.

11. Administration services

These services include the installation and administration of additional hardware, operating system and other software, and other resources as necessary to maintain the hosting services.]

SCHEDULE 5 SERVICE LEVEL AGREEMENT

1 INCIDENTS AND SUPPORT

1.1 Incidents and Prioritisation

Priority	Description	Response Time ("Response Time" means the first substantive action and communication of that action taken by Supplier to resolve the Incident.)	Resolution Time ("Resolution Time" is the time taken to resolve the Incident so that either: (i) the Service is returned to its normal functioning state; (ii) an acceptable temporary workaround has been provided in order to resume the Service's normal functioning state; or (iii) where the Incident relates to a query or other issue raised by Customer, the query has been answered
1 – Critical	Interruption in the Service or core function that renders the Service functionally inoperable. An Information Security or Compliance Incident.	1 hour*	2 hours*
2 – Major	Significant disruption to Service with no workaround	2 hours minutes*	12 hours*
3 – Medium	Disruption to the Service, but with an acceptable workaround	12 hours	24 hours

* 24 hours, 7 days a week

2 RELEASE AND CHANGE MANAGEMENT

2.1 Supplier shall provide written communication to the Customer of the Supplier's Service change Schedule once per month detailing any planned system and Service changes or maintenance ("Planned Changes") for the coming month.

2.2 Supplier Planned Change notifications shall contain the following details:

- 2.2.1 the work required, with details on what components are affected;
- 2.2.2 the potential impact of the change;
- 2.2.3 the rollback plan including final rollback decision time;
- 2.2.4 date, time and duration of Planned Change

2.3 Supplier shall use reasonable endeavours to limit Planned Changes that will affect the availability of the Service to no more than six (6) hours in any calendar month.

2.4 Supplier shall use reasonable endeavours to inform the Customer in advance if any agreed Planned Changes have been cancelled.

2.5 Service Levels, Availability Levels or KPIs shall not apply to downtime caused by Planned Changes

2.6 Supplier shall notify the Customer as soon as reasonably possible of any maintenance or changes required in an emergency ("Emergency Change"), providing all reasonable details regarding the extent to which the change will have an impact on the availability of the Services. Where an Emergency Change affects the availability of the Core Service, the event will be treated as a Priority 1 Incident and the appropriate Service Levels and KPIs shall apply unless the Emergency Change is due to the availability of the Customer's Services.

3 Service availability

Supplier shall provide at least a 98% uptime service availability level ("Uptime Service Level"), measured in accordance with paragraph 2 below.

3.1 Availability measurement

All measurements are performed at five-minute intervals and measure the availability of an availability test page within the Remote Games Server within 30 seconds. Availability measurement begins on the first day of the first Reporting Month. Availability measurement shall be carried out by Supplier and is based on the monthly average percentage availability, calculated at the end of each Reporting Month as the total actual uptime minutes divided by total possible uptime minutes in the Reporting Month less any minutes of Excusable Downtime. Supplier shall keep and shall send to the Customer, on request, full records of its availability measurement activities under this Agreement for the immediately preceding three Reporting Months.

Supplier's failure to meet the Uptime Service Level.