



SOFTWARE LICENSING AND SERVICE AGREEMENT

By and between

Hub88 International B.V

And

Turn 1 B.V

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This **SOFTWARE LICENSING AND SERVICE AGREEMENT** ("**Agreement**") is entered into on the Effective Date by and between:

- (1) **Hub88 International B.V.**, a company duly incorporated under the laws of Curaçao, registered under the company number 148275, with registered office situated at Schout Bij Nacht Doormanweg 40 Curaçao (hereinafter referred to as "**Hub88**"),
- (2) **Turn 1 BV** with company registration number 163898 and whose registered address is located at Fokkerweg 46B, Willemstad, Curaçao. (hereinafter referred to as "**Licensee**"),

(1) and (2) above are separately referred to as a "**Party**" and jointly as the "**Parties**".

WHEREAS

- (A) Hub88 owns and operates a technical system to distribute online casino games and has the right to distribute the games to third party providers of online casino services.
- (B) The Licensee is an owner of the Website(s) to which Hub88 provides via its own Platform a complete solution for online gaming services to End Users.
- (C) The Parties wish to provide the Games to End Users. The Parties have agreed to enter into this Agreement for their mutual benefit for good and valuable consideration, all in accordance with the terms and conditions set out herein.

NOW, THEREFORE, THE PARTIES agree as follows:

1. DEFINITIONS

- 1.1. Unless expressly provided otherwise in this Agreement, the terms have the meaning in this Agreement as set forth:

"Affiliate"	means any legal entity which Controls, is Controlled by, or is under common Control with such Party.
"Agreement"	means this document including any and all Appendices or Amendments attached or referred to herein as well as any and all later amendments and additions agreed in writing.
"API"	shall mean Application Program Interface, i.e the communication protocol used for communication between Hub88 and Licensee.

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“Branded Games”

means games which have a theme or content incorporating or depicting a well-known third-party brand under license and approval from a third party listed on the Platform. This list may be altered by the Suppliers and/or Hub88 from time to time.

“Casino Games”

means the games containing an element of chance and are, other than Branded Games, listed in Schedule B and hosted on the Platform. The list may be updated by Hub88 from time to time.

“Confidential Information”

shall mean any and all information of whatever nature and in form (whether oral or written), however recorded or preserved, but especially relating to the disclosing party and made available or provided by or on behalf of disclosing party to receiving party which contains or otherwise reflects any such knowledge, information or materials. Confidential Information includes the terms of this Agreement and negotiations relating to it, and knowledge, information and materials relating to:

- a) Game design characteristics, API specification, software whether source or object code, technical data, methods, know-how, products, engineering and hardware configuration information, algorithms, formulas, technology; and
- b) Intellectual Property, and Intellectual Property Rights, owned or used or exploited by a party; and training courses, materials and know-how relating thereto;
- c) business or financial statements and projections, product pricing and marketing, financial or other strategic business plans, forecasts, content providers and business models;

Except to the extent that such information:

- (a) is already in the public domain at the time of disclosure or enters the public domain otherwise than by a breach of any obligation of confidentiality; or
- (b) was lawfully in the receiving party’s possession prior to disclosure by the other party; or
- (c) is required to be disclosed by a Party under any applicable law or at the request of any competent regulatory or government authority, provided, however, that the receiving party shall provide prompt prior

written notice thereof to the disclosing party, in order to enable it to seek a protective order or otherwise prevent or contest such disclosure and reasonably cooperates with the disclosing party in attempting to limit or prevent such required disclosure.

“Control” or “Controlled”

means the ability to directly route the affairs of another, whether by merit or contract, by owning the shares or otherwise; means the holding of, directly or indirectly, more than fifty percent (50%) of the issued and/or outstanding share capital of a company on a converted basis and/or the voting rights of a company and/or the right to appoint the majority of the directors of a company.

“Excluded Territories”

means countries, states, provinces, territories or other geographic and/or governmental areas listed in Schedule D. For avoidance of doubt, it shall be Hub88’s sole discretion to include/exclude any jurisdictions stated in said Schedule D by informing the Licensee.

“Effective Date”

means the date of execution of this Agreement by both Parties. For avoidance of doubt, if the Parties sign the Agreement on different days, the Effective Date shall be the latter signature date.

“End User”

means one or more of the Licensee’s individual players who a) have registered as a player on a Website; b) have accepted the terms and conditions of the Website for the use of Games and related services operated on Licensee’s Websites.

“End User Software”

means such software as is downloaded or used by an End User when playing the Games, whether stored on the End User’s computer terminal or device, or not.

“Games”

means the Supplier’s online Casino Games and Branded Games that are offered to Licensee’s End Users via the respective Platform – as listed in Schedule B, which may be amended by Hub88 from time to time.

“Gaming License”

is defined in Section 2.6.

“Gross Gaming Revenue”

for all Games shall be an amount equal to the total nominal or face value of the wagers, including free wagers, free bets and free spins where applicable, placed on the Games during a calendar month less the total winnings as a result of those wagers, whether the funds have been collected or not.

“Incorrect Pay-Outs”

means incorrect pay-outs of winnings, monies, or amounts (whether the amount of winnings is incorrect, or winnings are paid when not in fact due) including, without limitation, the erroneous award of jackpots, to End User player accounts that are attributable to a fault, error, malfunction or departure from the Games specification attributable to the software or operation of the Games.

“Intellectual Property”

any and all inventions, designs, processes, formulae, notations, improvements, software, all financial information of Hub88, including without limitation to know-how, goodwill, reputation, moulds, get-up, logos, devices, marks, charts, plans, models, mask designs, and graphic displays, photographs, digital and other artworks, sequences of digital or photographic images both coded and visual, sounds however stored or played, and all other copyright works, and in relation to the Platform particularly and without limitation, the source code and architecture of the software, look and feel of the software, and trade secrets including details of performance or design of the Platform or any part of the Platform.

“Intellectual Property Rights” shall mean any and all intellectual property rights, including without limitation to copyright protected materials, source code, database rights, design rights, trade names, domain names, copyrights, mask works, rights in unlawful competition and passing off, registered and unregistered trademarks, registered and unregistered design rights, patents and patentable inventions, know how (regardless if patentable or not) and all other rights of a similar nature in any jurisdiction, in each case in any part of the world and whether or not registered or registrable, and to the fullest extent thereof, and for the full period thereof, and all extensions and renewals thereof, and all applications for registration thereof and all rights and interests thereto.

“License”

shall mean the software license granted to the Licensee to license the Games as set forth in Section 2.1. below.

“Main License Agreement”

is the contract agreed upon between Hub88 and any Supplier on the terms of which may be passed on, back-to-back by Hub88 to the

	Licensee where the requirements in relation the Games apply to the Licensee.
“Minimum Monthly Fee”	is fee payable by the Licensee to Hub88, as applicable, pursuant to the terms of Section 3.1 (iii), a fully deductible from the Gross Gaming Revenue in case the latter should be higher than the amount set forth in the respective period.
“License Fee”	the consideration for the license and services provided by Hub88 to the Licensee under this Agreement which is payable by the Licensee and is calculated in accordance with the provisions of Section 3.1. and Schedule B of this Agreement.
“Supplier”	means a third-party developer of online gaming products, in general game providers or game provider groups whose Games are available for licensing by Hub88 to Licensee through the Platform and listed in Schedule B and/or separately agreed from time to time in writing.
“Platform”	means the proprietary software (which includes all current releases and Upgrades but excludes other third-party software) made available to the Licensee by or on behalf of Hub88, including without limitation, and all ancillary and supporting matter including all other administration and financial processing and monitoring Platforms, application programming interfaces, and any instructions, training notes and information, oral or otherwise.
“Technical Distribution Fee”	means the monthly fees payable by the Licensee to Hub88 if Licensee uses direct integration with the Supplier but utilises Hub88 Platform to technically distribute the Games. The Technical Distribution Fee, where applicable, is further set out in Schedule A of this Agreement.
“Trademarks”	means Hub88’s and/or its Supplier’s trademarks whether registered or at common law, including but not limited to Game names, logos, slogans and images.
“Upgrade”	means any: (i) change or amendment to, or upgrade or new version of the Platform or the Games; and (ii) any new release of the Platform or the Games.
“Websites”	means the website(s) owned, hosted, and operated by the Licensee through which the Games shall be made available to the End Users

and are set out in Schedule C; for avoidance of doubt website(s) can be amended from time to time and any sub-domains thereof.

2. GRANT OF LICENSE

- 2.1. Hub88 hereby grants to the Licensee for the duration of, and on the terms of this Agreement, a conditional, world-wide (with the exception of Excluded Territories), non-sublicensable, non-exclusive, non-transferable, revocable license to use the Platform ("**License**") and a conditional, non-sublicensable, non-exclusive, non-transferable, revocable license, on the terms of and subject to the Main License Agreement to use the Games and a right to make the Games available to End Users via Websites to play via the internet.
- 2.2. For the purpose of Section 2.1. it is expressly agreed and understood that each Website shall be individually approved by Hub88. The Licensee shall notify Hub88 of any new suggested Websites as soon as known to the Licensee. The Licensee agrees and accepts that Hub88 shall have the right to request any documentation on the Websites as Hub88 may determine necessary to approve or disapprove such Website.
- 2.3. Licensee shall undertake not to approach/entice any Supplier to start using a direct or indirect integration outside of the Platform. Any such measures shall be considered as a material breach of this Agreement and Licensee shall be obligated to pay an amount of 12x the average License Fee paid hereunder during the 6 months prior to such incident.
- 2.4. As soon as practical after signing this Agreement, Hub88 shall make the Platform available for the use by the Licensee as set out herein. The Games will be used by the Licensee through the use of the Platform.
- 2.5. The Licensee shall not permit any third party (other than End Users for the sole purpose of playing the Games in accordance with the terms of this Agreement) to use or access the Platform or use the Games without Hub88's prior written consent.
- 2.6. As a condition precedent to the use of the Platform or the Games by the Licensee, the Licensee will provide Hub88 with proof (in a form acceptable to Hub88 acting reasonably) that it holds a relevant and appropriate gaming/gambling licence ("**Gaming Licence**") covering all the activities contemplated by this Agreement to be performed by the Licensee when using the Licenses. During the Term of this Agreement, the Licensee is required to hold a valid and current Gaming Licence.

- 2.7. This Agreement shall not be deemed to extend any software or materials of Hub88 other than the Platform and the Games, save as is expressly provided for in this Agreement, or unless specifically agreed in writing by Hub88.
- 2.8. The Licensee hereby acknowledges that it is licensed to use the Platform and the Games only in accordance with the express terms of this Agreement, the general terms of use of the Games as indicated on the sites of the Suppliers and the terms separately passed through to the Licensee by Hub88 as the restrictions of the Games.
- 2.9. The Licensee agrees it shall not at any time be permitted to have any access to the server Platforms that host the Games and the associated software and databases, wherever they may be.
- 2.10. The Licensee agrees that under no circumstances shall the Licensee move, remove, deface or alter the Trademarks in any way whatsoever without Hub88's prior written consent. The Licensee undertakes not to use the Trademarks in a manner that may have an adverse effect on the value or goodwill of the Trademarks, that may dilute the Trademarks or that may bring Hub88, its Suppliers or any of the Trademarks into disrepute.
- 2.11. The Licensee undertakes not to use the Platform or the Games, or any part of the Platform or the Games, to take or to facilitate the taking of any real money wager from any End User who, at the time of making the wager, is located in an Excluded Territories. The Licensee further warrants that it shall use the Games and Platform and provide its online gaming operations only in those jurisdictions in which online gaming is permitted and that it is in compliance with the laws and regulations of such jurisdictions and any restrictions set out in this Agreement and or it has an appropriate gaming license for such jurisdictions. Licensee must also exclude gameplay from jurisdictions where a Supplier has explicitly defined restricted jurisdiction, which are further specified and can be found on the Hub88 Platform.
- 2.12. Hub88 may, upon written notice to the Licensee, require the Licensee to cease taking wagers from End Users located in any territory, particularly in Excluded Territories (such as, without limitation, a country, state, or province) if Hub88 reasonably believes that taking such wagers is likely to be illegal, or the licensing of the Platform or the Games for play by End Users in such areas is likely to be illegal.
- 2.13. Hub88 reserves the right, at its sole discretion and at any time, to remove any Supplier from the licensed Platform or any Game(s) from the Licenses. Where reasonably practicable, Hub88 will notify the Licensee of the removal of a Supplier or a Game from the Platform or under the Licences. Without limiting the generality of the foregoing, the Licensee acknowledges that Hub88 is licensed by third

parties to use such third parties' brands, logos and other Intellectual Property in relation to, inter alia, the Games (**Third-Party IP**) and that Hub88 may from time to time be obliged to remove a Game from the Platform or under the Licences where Hub88's licence to use such Third-Party IP expires, is revoked or is terminated.

- 2.14. The Licensee undertakes that it will not, without Hub88's prior written consent, make any of the Games available for free-play without such Game(s) also being made available at the same time for real-money play.
- 2.15. The Licensee shall require Hub88's prior written consent and sign-off prior to the Licensee launching any advertising or marketing campaigns which relate to any Branded Games.
- 2.16. The Licensee acknowledges that there may be, from time to time, various Games in Hub88's suite of available Games which the Licensee shall only be entitled to use if the Licensee agrees to additional terms and conditions of use imposed by Hub88 relating specifically to such Games. This is in relation to Games which are licensed to Hub88 or Games which contain Intellectual Property licensed to Hub88 or Hub88's Supplier such as Branded Games.
- 2.17. The Licensee shall be required to include the following terms and conditions to the End Users in relation to the Platform and Games:
 - (a) End Users acknowledge and agree that their sole recourse in relation to any complaint, dispute or claim related in any manner to Hub88 services is to through the Licensee;
 - (b) End Users agree to use the Platform only for the playing of the Games in accordance with the Licensee's terms and conditions and the terms and conditions applicable to each Game;
 - (c) End Users agree that the Licensee shall monitor unusual patterns of gameplay, atypical play patterns and/or suspicious deposits and withdrawals patterns.
 - (d) End Users acknowledge and agree the right of the Licensee to void and cancel bets and recover winnings where there has been an Incorrect Pay-Out or the Game has been subject to fraudulent manipulation or tampering by an End User in such a way that an End User is able to cheat, influence the outcome of such Game, or otherwise create an unfair advantage in the outcome of a Game to its own benefit.
 - (e) End Users agree not to reverse engineer or decompile any of the Supplier's software or back-office tools, modify, remove or obscure any proprietary notices placed on the Platform, copy the Platform by any means for any purpose whatsoever, attempt to derive source code or other Confidential Information from the Platform or use the Platform for any purpose other than

playing the Games or in any way that could adversely affect Supplier's name, image or reputation; and

- (f) The Supplier shall be given a right of direct action, to enforce for their own and their group's benefit or the benefit of the Licensee's End User terms and conditions for the purpose of enforcing directly against a breaching End User the restrictions set out in paragraph (d) above in relation to their Games.

3. PAYMENT

- 3.1. The fees for the provision of the License by Hub88 to the Licensee is constituted by the following elements, for which the further details are set out in Schedule A and Schedule B of this Agreement:

- (a) License Fee;
- (b) Technical Distribution Fee;
- (c) Minimum Monthly Fee.

License Fee, Technical Distribution Fee and Minimum Monthly Fee shall jointly be referred as **Fees**.

- 3.2. The Fees (exclusive of VAT) shall be paid in arrears by the Licensee to Hub88 or its nominee's bank account on a monthly basis in Euros or any other mutually agreed currency by electronic transfer to arrive for value by the due date of the invoice.
- 3.3. The Fees are due within ten (10) calendar days from the receipt of invoice. Late payments will incur a penalty interest of eight (8) per cent per annum. The Licensee agrees to pay the Fees due to Hub88 under this Agreement punctually and without previous demand on the basis of the invoice issued by Hub88.
- 3.4. Payment of the Fees shall be paid free of all deductions including deductions for any charges, levies, imposts, sales tax, value added tax, withholding tax, or any other form of tax whatsoever. No amount may be withheld or deducted, and no set-offs may be made, for any reason whatsoever without the prior written permission of Hub88. No amount shall be considered paid to Hub88 until received for value in the designated account. Hub88 shall apply the FIAT currency daily conversion rates applicable on the last day of the appropriate calendar month supplied from www.xe.com and cryptocurrency daily rates supplied from www.bitcoinaverage.com or otherwise mutually agreed.
- 3.5. The addition or removal of a country to the list of Excluded Territories shall not affect in any way the calculation and payment of the Fees by the Licensee.

- 3.6. For the avoidance of doubt, Licensee acknowledges and agrees that Licensee shall indemnify Hub88 for any losses that result from an Incorrect Pay-Out. In the event of an Incorrect Pay-Out and subject to the foregoing, Hub88 reserves the right at its sole discretion to suspend and/or remove any and all Games, by notifying the Licensee in writing prior to the effective date of the removal of the Game.
- 3.7. Licensee shall undertake to notify Hub88 in advance of any payment to a Player exceeding the amount of ten thousand Euro (EUR 10,000.00) ("Payment Notification"). The Payment Notification shall be sent via e-mail to help@hub88.io and is considered received only upon separate written acknowledgment sent to the designated email address by Hub88, which shall not be unreasonably delayed. Hub88 shall, within seventy-two (72) hours of receipt of the Payment Notification, communicate in writing either approval or rejection of such payment. Hub88 shall give the written approval within seventy-two (72) hours unless it has discovered an Incorrect Pay-Out. In the event an Incorrect Pay-Out was discovered after the Licensee made payments to End Users exceeding ten thousand Euro (EUR 10,000.00), without having received prior approval thereof by Hub88 as stipulated above, Hub88 shall by no means be liable to the Licensee or any third party, and Hub88 shall not indemnify the Licensee or any third party for any losses incurred or payments made as a result of such Incorrect Pay-Out. In such case, the Operator accepts full responsibility and liability should it or an Operator make an unapproved payment, which upon later verification was found to be illegitimate. The Parties acknowledge that:
- 3.7.1. The Payment Notification process is applicable for FIAT payments only and shall not apply to cryptocurrency payments.
- 3.8. Parties further agree that the Licensee shall pay a security deposit of one hundred thousand Euro (EUR 100,000.00) to Hub88 on or before the commencement date of this agreement. The deposit shall:
- 3.8.1. Be repaid to the Licensee upon the full and timeous settlement of 4 consecutive months invoices issued to the Licensee;
- 3.8.2. Upon the full and timeous settlement of 4 consecutive months invoices and upon written agreement between the parties, utilised to set-off future invoices;
- 3.8.3. In conjunction with the procedure set out in clause 10.7 below utilised to settle any outstanding invoices and the balance thereof repaid to the Licensee in the event of termination of the agreement.

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4. COMPLIANCE

- 4.1. Hub88 has the right to conduct KYC and due diligence inquiries and investigations on the Licensee. The Licensee has the obligation and responsibility to carry out KYC inquiries and due diligence on its End Users as per the terms of its Gaming License.
- 4.2. Licensee shall undertake to provide all measures reasonable to ensure that any kind of suspected or evidenced fraud, especially but not limited to, fraud in connection with payment methods, and/or any sort of money laundering or financing of terrorism are prevented and investigated; in the event of evident engagement in fraudulent acts or suspicion of fraudulent act by the End User the decision to affect a pay-outs to the suspicious or fraudulent End User lies solely with the Licensee. In case of any damages whatsoever, these shall be borne by the Licensee. Upon suspicious facts or behaviour, the Licensee is obliged to block one or more of the End Users accounts at least until a reason for the suspicion can be found and possibly initiate further security measures.
- 4.3. Licensee must perform the following activities: handling End User funds, general account administration, payment processing and management of related risks, including settling of gaming transactions and KYC transactions checks on End Users; examining and handling deposits, cash-outs, chargebacks, fraud and related costs; conducting customer screening, age and ID verification checks and conducting appropriate KYC checks; handling End Users complains. The Licensee shall employ KYC procedures and other checks in order to verify the actual location of each End User and to avoid any attempts to circumvent the Excluded Territories Section.

5. WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS

- 5.1. Hub88 warrants, represents, and undertakes that:
 - 5.1.1. it has the right to license the Platform and Games to the Licensee in accordance with this Agreement;
 - 5.1.2. it uses its commercially best efforts to provide that at the date of delivery, the Platform and the media upon which it is supplied are free from all viruses known generally and/or by Hub88; and
 - 5.1.3. the Games included in the Platform are based on commonly used industry standards existing on the date of release of the respective game software or the date of the most recent update.
 - 5.1.4. it will use any measures technically reasonable to ensure that the Platform does not contain any harmful components which have the potential to impair or prevent the operation of the Platform. If any such harmful component is contained despite Hub88's efforts, Hub88 uses its reasonable efforts to correct the issue on the Platform.

5.2. The Licensee warrants, represents, and undertakes that:

- 5.2.1. neither it, nor any of its Affiliates, employees and associated parties will attempt to or permit any other party to attempt to:
- (i) view any of the coding of the Platform or any software provided to the Licensee by Hub88;
 - (ii) reverse engineer any of the coding of the Platform or any software provided to the Licensee by Hub88;
 - (iii) decompile any of the coding of the Platform or any software provided to the Licensee by Hub88;
 - (iv) monitor or in any way replicate (in form or function) the Platform, or any part of the Platform, or any software provided to the Licensee by Hub88;
 - (v) make use of any data generated by the Platform save in the ordinary course of its gaming/gambling business;
 - (vi) alter or modify any part of the Platform.
- 5.2.2. it acknowledges that the Platform is software based and that it will not run error free or without interruption. Hub88 takes all reasonable precautions against software errors and bugs, but it does not warrant that the Platform will meet any special requirements of condition, quality, performance, merchantability, or fitness for purpose of the Licensee, or that the Platform or any software provided to the Licensee by Hub88, will generate particular revenues or profits in use by the Licensee. In particular, the Licensee acknowledges that Hub88 gives no warranties as to the quality and suitability of the Games and the Licensee uses such Games at its own risk.
- 5.2.3. it is solely responsible for all payments from and towards the End Users, and for the legal relationship with the End Users and all possible claims arising therefrom or related thereto.
- 5.2.4. it shall ensure that no individual in any Excluded Territories enters the Games on the Website and gains access to the Game.
- 5.2.5. it shall ensure that no minors (i.e. persons under 18 years of age) or other groups of persons that may otherwise be excluded from playing the Games by the laws or regulations of any country enter Website and gain access to the Games.
- 5.2.6. it shall inform Hub88 of any known violation, infringement, including but not limited to when it becomes apparent that an End User is located in any of the Excluded Territories, or breach of the Agreement; or any actual, alleged, or suspected harm in relation with the Agreement.
- 5.2.7. it presents to Hub88, upon Hub88's or Supplier's demand, the Gaming License that it holds, in the jurisdictions where the gaming business is conducted.

- 5.2.8. it informs Hub88 of any regulatory action that could affect Licensee's possession of any Gaming License.
- 5.2.9. it shall, during the term of this Agreement as well as six (6) months after its termination, not solicit any of Hub88's employees or executives of whatsoever kind. Failure to comply with the restriction results in Hub88's sole right to unilaterally terminate the Agreement and request a penalty of twenty thousand Euros (€20,000.00) per incident.

6. INTELLECTUAL PROPERTY

- 6.1. All Intellectual Property Rights to the Games, to the Platform, in any Upgrade and in all additions, corrections, and improvements thereto, and in any other proprietary software provided by Hub88 to the Licensee will at all times remain the property of Hub88 or the Suppliers. The Intellectual Property Rights in all work done by Hub88 or its contractors for the Licensee remain with Hub88 and are licensed to the Licensee hereunder together with the Platform. No assignment or transfer of any such Intellectual Property Rights shall occur or be deemed to occur as a consequence of this Agreement.
- 6.2. The Licensee also covenants with Hub88 that at any time after termination of this Agreement, the Licensee shall not disclose to any other person, firm or company, particulars of any elements of Intellectual Property Rights in Games, the Platform or infringe any of the Intellectual Property Rights of Hub88 or its suppliers.
- 6.3. Licensee shall immediately notify Hub88 if it becomes aware of any infringement of the Intellectual Property Rights or Games of Hub88 or Supplier.
- 6.4. Licensee shall, at its own expense, indemnify and hold Hub88, or the Supplier owning the intellectual property rights in question, harmless from any direct losses, damages, liabilities, costs and expenses suffered or incurred by Hub88 or the Supplier arising out of or resulting from any actual Intellectual Property Infringement by the Licensee.

7. ASSIGNMENT AND CHANGE OF CONTROL

- 7.1. The Licensee may not wholly or partly assign, novate, sub-contract, pledge or otherwise encumber any of its rights and/or obligations under this Agreement to any third party, except as expressly stated herein or with the prior written consent of Hub88.
- 7.2. Hub88 is entitled to wholly assign and (if applicable) novate this Agreement to a third party within its group of Affiliated companies.

- 7.3. The Licensee agrees that it shall provide Hub88 with at least thirty (30) days advance notice in writing of any pending change to the Licensee's beneficial ownership, of any changes of ownership or Control of the Licensee and about any change in its organisation or method of doing business.

8. CONFIDENTIALITY AND CONFIDENTIAL INFORMATION

- 8.1. The parties acknowledge and agree that during the course of the relationship contemplated in this Agreement they are likely to come into contact and gain knowledge and access to information and materials that the other party deems to be confidential, proprietary or of strategic importance. The parties agree that they shall maintain the strictest confidentiality of all such materials that they receive concerning the third party hereto. They shall not disclose such Confidential Information to any other party, shall not use such Confidential Information for their own purposes, and they shall protect such confidential information from disclosure using the same or higher standards as they use to protect their own confidential information.
- 8.2. The parties agree that Confidential Information shall be limited to disclosure within the organisation of the recipient to those members of management personnel and developers with a *bona fide* need to know such information as necessary part of their contribution to the performance under this Agreement.
- 8.3. Either Party shall not disclose the other Party's confidential information without such Party's written consent.
- 8.4. Either Party informs the other when Confidential Information is required in connection with any information reporting or disclosure to any Competent Authority required by law, regulation, government agency or court order.

9. PERSONAL DATA

- 9.1. The Parties hereby agree to undertake their best efforts to fully comply with any relevant and applicable data protection legislation governing the transfer of personal data. Both Parties shall take appropriate measures to ensure the security, confidentiality, and integrity of any personal data processed in connection with this Agreement and shall promptly inform each other of any potential or actual breaches or risks to data protection.
- 9.2. In the event that, as per the requirements of any applicable data protection regulation, it becomes necessary to enter into a Data Processing Agreement ("DPA"), the Parties mutually agree to do so

without delay. Such a DPA shall be formulated in accordance with the applicable data protection regulations.

10. TERM AND TERMINATION

- 10.1. This Agreement shall enter into force on the Effective Date and shall thereafter remain in force for a period of one (1) year ("**Initial Term**") unless terminated earlier in accordance with this Section 10 or renewed for a successive periods of one (1) year ("**Extended Term**") unless either Party expresses its intention not proceed to the Extended Term with a prior notice of sixty (60) days.
- 10.2. In the event termination of the Main License Agreement between Hub88 and the Supplier, the License originating from such Main License Agreement shall immediately terminate.
- 10.3. Hub88 has the right, at its reasonable discretion, to review and withhold approval for any Website at any time, even if previously such Website was approved by Hub88. In case of such withheld approval, Hub88 shall notify the Licensee and the Licensee shall terminate the use of such Website within seven (7) days of notification.
- 10.4. Hub88 has the right to terminate this Agreement with immediate effect and without prior notice if any competitor of Hub88 directly or indirectly acquires Control over the Licensee.
- 10.5. Hub88 shall have the right to partially terminate the Licence granted to the Licensee in relation to particular Website and the Licensee shall disconnect such particular Website immediately upon receipt of the notification from Hub88 of its request to terminate the Licence for any particular Websites.
- 10.6. Subject to clause 3.3 and in the event of non payment of invoices issued to the Licensee, Hub88 shall provide the Licensee with a suspension and termination notice whereby Hub88 shall have the right:
 - 10.6.1. to immediately suspend the provision of Games pending the remedy of the non-payment by the Licensee within ten (10) days of receipt of the notice; and
 - 10.6.2. to terminate this agreement without further notice should the Licensee fail to remedy the issue of non-payment.
- 10.7. The Supplier of the Main License Agreement may terminate or direct Hub88 to terminate this Agreement if the Licensee has committed any violation of Applicable Laws or has committed any infringement or breach of this Agreement.

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- 10.8. Either Party shall, without prejudice to any other rights and remedies which it may have, be entitled to terminate this Agreement with immediate effect at any time if the other Party:
- 10.8.1. commits a material breach of this Agreement and such breach is not remedied (if capable of remedy) within thirty (30) days of receipt of a notice, specifying the breach and requiring it to be remedied; or
 - 10.8.2. persistently breaches this Agreement in a way that such persistent breaches amount to a material breach of this Agreement;
 - 10.8.3. is prevented or delayed in the performance of its obligations by a Force Majeure event for a continuous period in excess of sixty (60) days or sixty (60) days in aggregate in any continuous period in excess of ninety (90) days; or
 - 10.8.4. has seen its gaming license being revoked (when applicable) or the Agreement jeopardises either party's ability to maintain gaming licenses.
- 10.9. Either Party may terminate this Agreement immediately, if the operations of the other Party have or threatens to have a negative effect on the business or on any of the brands of the terminating Party or any other company pertaining to the same group of companies as the terminating Party, thereby breaching or losing of the gaming license or permission granted by a regulatory authority, resulting in regulatory enforcement, bringing a business into disrepute, dilute or adversely affect the value of trademarks or trade name or otherwise jeopardise the business of either Party.

11. EFFECT OF TERMINATION

- 11.1. Upon termination of this Agreement for any reason:
- 11.1.1. the Licensee shall promptly terminate the use of the Platform and all Intellectual Property Rights licensed, supplied or delivered by Hub88 to the Licensee pursuant to this Agreement and in the case of any software supplied to it under this Agreement, destroy it by erasing it irrecoverably from the magnetic media on which it is stored and certify in writing to Hub88 that it has been destroyed and if requested by the other Party, a Party shall destroy and safely delete, any Confidential Information belonging to the other Party.
 - 11.1.2. Hub88 shall be entitled to cease providing any services and the usage of the Licences to the Licensee, and to cease operating any hardware and software that is being operated for the Licensee by or on behalf of Hub88 under this Agreement, and delete all or any part of its Platform from any place of installation thereof.
 - 11.1.3. The Licensee shall cease to use Hub88's or Hub88's Supplier's trade secrets and technical know-how.

11.2. Any termination of this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either Party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into force or continue in force on or after such termination, including but not limited to the provisions of Sections 5.2.9, 6, 8 and 14.

12. GAMING BY LICENSEE

12.1. No officers or employees at whatever level of the Licensee shall make real money wagers on any of the Games with the exception of pre-authorised test accounts. The Licensee undertakes to use all reasonable endeavours to enforce this restriction. If any such person shall win on a Game, Hub88 reserves the right not to include the transaction in the calculation of Gross Gaming Revenue. The Licensee shall maintain in its terms and conditions such provisions as may be necessary to enforce this restriction.

13. PAYMENT OF END USERS

13.1. The Licensee shall pay all of its debts to its End Users within fourteen (14) days of the date the End User calls for payment of the debt and the Licensee shall, if requested by Hub88, provide proof to Hub88 of a particular payment to an End User.

14. LIABILITY

14.1. THE RESPECTIVE PLATFORM AND FURTHER SERVICES PROVIDED FOR THE USE OF APPLICABLE PARTIES UNDER THIS AGREEMENT SHALL BE PROVIDED AN "AS IS" BASIS, WITHOUT ANY IMPLIED WARRANTY OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY IMPLIED, EXPRESS, OR STATUTORY WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF FUNCTIONALITY, COMPLETENESS OR ACCURACY, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, LACK OF VIRUSES OR FREEDOM FROM INFRINGEMENT. FURTHERMORE, THE LICENSEE ACKNOWLEDGES THAT THERE IS NO WARRANTY THAT THE SOFTWARE WILL BE COMPLETELY ERROR FREE AND RUN WITHOUT ANY INTERRUPTION.

14.2. Neither Party or neither of its directors, officers, employees, agents or consultants shall under any circumstances, with an exception of wilful misconduct and/or gross negligence, be liable in contract, tort or otherwise for any of the following:

- a) Any indirect or consequential loss or damages;

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- b) Any loss of opportunity, goodwill, profit of anticipated savings, business or contracts arising out of or in any way in connection with this Agreement or the use or performance of the Platform or the Games.

- 14.3. The Parties acknowledge that from time to time, as a result of hardware failure and/or third parties' failures, the services provided under this Agreement by Hub88 may be temporarily disrupted. The Licensee acknowledges and accepts that neither Hub88 nor any of its members, shareholders, directors, officers, employees or representatives and/or its respective Suppliers, as applicable, will be liable to the Licensee for any direct, special, indirect, consequential, punitive or exemplary damages, or damages for loss of profits or savings, in connection with these temporary disruptions.
- 14.4. Without prejudice to Section 14.1. and 14.2. either Party's total aggregate liability under this Agreement and that of its directors, officers, employees, consultants, and group companies, howsoever it should arise, will in no circumstances whatsoever exceed the amount of one hundred thousand euros (€100,000) or License Fees paid for the previous 12 months preceding the event giving rise to such liability, whichever is greater.
- 14.5. Notwithstanding the limitation under Section 14.4., but subject to Section 3.6, it is hereby clarified that Hub88 will not be responsible for any incorrect payment of winnings to any End User for any reason whatsoever, and Licensee agrees to indemnify Hub88 and its associates, Affiliates, parent or subsidiary corporations harmless from and against any and all claims, demands, costs and liabilities (including all reasonable legal fees and expenses) arising directly out of Incorrect Pay-Outs.
- 14.6. Nothing in this Agreement limits or excludes the liability of either Party:
 - 14.6.1. for death or personal injury caused by that Party's negligence;
 - 14.6.2. fraud and/ or fraudulent misrepresentation;
 - 14.6.3. gross negligence; or
 - 14.6.4. wilful misconduct.
 - 14.6.5. Any other liability that, by law, cannot be limited or excluded

15. SERVICE LEVELS AND SUPPORT

- 15.1. Hub88 shall use its reasonable commercial endeavours to provide the Licensee with a reasonable technical back-up and support for the Platform as set out in the Service Level Agreement under Schedule E, provided that the Licensee is using the latest Upgrades and is adequately staffed with reasonably competent personnel.

- 15.2. Hub88's support services in relation to the Games are subject to the service levels defined in the respective Main License Agreements between Hub88 and a given Supplier. Hub88 shall coordinate support services received from the respective Supplier so that error/defect correction, maintenance works and technical back-up are passed on to the Licensee without any delay imputable to Hub88.

16. NOTICES

- 16.1. Any notice required or permitted to be given pursuant to this Agreement shall be sent or delivered to the other party as follows:

To Hub88 at:

Hub88 International B.V.

Schout Bij Nacht, Doormanweg 40, Curaçao

Willemstad, Curaçao

Email: legal@hub88.io

To the Licensee at:

Fokkerweg 46B

Willemstad, Curaçao

[Email:] clodagh@newwavepoker.com

- 16.2. PAll notices under or in connection with this Agreement shall be in writing, in English language and shall be delivered personally or sent by mail, email or fax to the Party due to receive the notice or communication at its address set out under the Section 16.1 or such other address as either Party may specify by notice in writing to the other.
- 16.3. Notices sent as above shall be deemed received upon the actual delivery to the recipient addressed to the parties at their respective addresses as stated above or at such other addresses as may be specified from time to time by notice. Notice sent by e-mail shall be deemed received by 9am on the next business day, provided that no circumstances indicate otherwise.
- 16.4. Only those amendments and additions to this Agreement that are made in writing and signed by the Parties are valid.

17. MISCELLANEOUS

- 17.1. This Agreement embodies and sets forth the entire agreement and understanding of the parties and supersedes all prior oral or written agreements, understandings, arrangements, discussions, correspondence and negotiations relating to the subject matter of this Agreement. Each party

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acknowledges that in entering into this Agreement, it does not rely on any statement, representation or warranty (whether made innocently or negligently) other than as expressly set out in this Agreement. No addition to or modification of or waiver of, any provision of this Agreement, and no consensual cancellation of this Agreement, shall be binding upon the parties unless made by a written instrument.

- 17.2. This Agreement may be executed in any number of identical counterparts with the same effect as if all parties hereto all had signed the same document.
- 17.3. Either Party shall inform the other if it becomes aware of any Software/Platform error or bug.
- 17.4. Licensee shall inform Hub88 if a claim is brought against Licensee in respect to which indemnity can be sought against Hub88 or Supplier.
- 17.5. Licensee shall provide to Hub88 any other information or documentation that Hub88 may reasonably request. Licensee shall provide Hub88 with non-personally identifiable information in relation to the demographics of End Users using each Game, including gender, age and territory upon the request of Hub88.
- 17.6. Licensee shall require prior written consent from Hub88 to issue press releases or make public statement in respect to the Agreement.
- 17.7. Neither party will be liable to the other in respect of anything which, apart from this provision, may constitute a breach of this Agreement arising by reason of Force Majeure, namely circumstances beyond the control of either party which shall include (without limitation) acts of God, perils of the sea or air, fire, flood, drought, explosion, sabotage, accident, embargo, riot, civil commotion or civil authority, including acts of local government and parliamentary authority.

18. APPLICABLE LAW AND DISPUTE RESOLUTION

- 18.1. This Agreement and all relations, disputes and other matters arising hereunder shall be governed by, and construed in accordance with laws of Curaçao.
- 18.2. If any term, section or provision of this Agreement is held unlawful, void or unenforceable, then that term, section or provision will be severable from this Agreement and will not affect the validity or enforceability of any remaining part of that term, section or provision, or any other term, section or provision of this Agreement and the invalid condition shall be replaced by a valid condition as close as possible to the outcome and the detail of the replaced condition.

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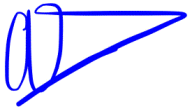
18.3. Any disputes arising from the performance of the Agreement shall be settled through negotiations. If the Parties fail to resolve the Dispute through negotiation, the disputes shall be settled by relevant court of arbitration in Curaçao, pursuant to the procedure provided by the law of Curaçao.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates below, with full knowledge of its content and significance and intending to be legally bound by the terms hereof.

This Agreement has been signed in two counterparts.

For and on behalf of

Hub88 International B.V.



Name: eMagnus Curacao B.V.

Position: Managing Director

Date: 4/25/2024

For and on behalf of

Turn 1 BV

Clodagh Keogh Hansen

Name: Clodagh Keogh Hansen

Position: COO

Date: 04/26/2024

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SCHEDULE A - FEES

FEES' GENERAL TERMS	
License Fee	Percentage of the Monthly Gross Gaming Revenue generated from the use of the Games as per SCHEDULE B.
Technical Distribution Fee	The Technical Distribution Fee payable by the Licensee to Hub88 for each Supplier set out in SCHEDULE B is applicable only in specific cases where the Licensee enters into direct agreement with the Supplier and utilises Hub88's Platform, therefore Hub88 administers the technical integration and distribution of such Game, and the license fee payable is 2% of Gross Gaming Revenue generated through this technical distribution.

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SCHEDULE B – LICENCE FEES

Ongoing usage fee payable by the Licensee to Hub88 for Branded Games may be different including but not limited to Appendix A,B and C. More detailed information will be provided in Hub88 back office.

Provider	Product	ROW	Asia
7Mojos	7Mojos	10%	10%
AirDice	Air Dice	10%	7.50%
Apparat Gaming	Apparat Gaming	10%	8%
Asia Gaming	Asia Gaming	11%	11%
AvatarUX	AvatarUX	7%	7%
Barbara Bang Studios	Barbara Bang	9%	5%
<u>BetGames.TV</u>	<u>BetGames.TV</u>	10%	9%
Betsoft	Betsoft	0 – 500k: 9% 500k – 1m: 8% > 1m: 7%	0 – 500k: 7% 500k – 1m: 6% > 1m: 5%
Turbogames	Turbogames	8%	7%
Softswiss	Bgaming	10%	10%
Blueprint	Blueprint Gaming	11%	9%
Booming Games	Booming Games	11%	7%
Caleta Gaming	Caleta Gaming Golden Rock Studios	9%	7%
Amusnet (EGT)	Amusnet (EGT)	MGA 10.5% Non MGA 10%	10%
Elbet	Elbet	8%	8%
Endorphina	Endorphina	11%	7%
Evolution	Evolution	13%	10%
Evolution	Net Ent	10%	8%
Evolution	Red Tiger	9%	8%
Evoplay Entertainment	Evoplay Entertainment	9%	7%
Ezugi	Ezugi	12%	9%
Gamzix	Gamzix	7%	5%
Genii - Generic	Genii	10%	8%
Golden Race	Golden Race	10%	10%

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Groove	Fugaso	10%	8%
Groove	ELK	11%	11%
Habanero	Habanero	10%	8%
Hacksaw Gaming	Hacksaw Gaming	9%	8%
Kalamba	Kalamba Games	9.5%	7%
Lotto Instant Win	Lotto Instant Win	0-300k 13% >300k 12% >500k 11% >1m 10% >2m 9%	0-300k 11% >300k 10% >500k 9% >1m 8% >2m 7%
Mancala Gaming	Mancala Gaming	9%	7%
Mascot	Mascot	8%	6%
NetGaming	NetGaming	9%	7%
Nolimit City	Nolimit City	10%	7%
Onegame	Onegame	7%	7%
OneTouch	Bombay Live	10%	8%
OneTouch	OneTouch	8%	8%
Onlyplay	Onlyplay	9.50%	7%
Oryx Gaming	Oryx Gaming Indigo CandleBets	9%	9%
Oryx Gaming	Atomic Slot Lab	9%	9%
Oryx Gaming	Blue Guru	9 %	9%
Oryx Gaming	Gamomat	13%	13%
Oryx Gaming	Golden Hero	10%	10%
PGSoft	PGSoft	9%	9%
Playngo	Play'n Go	14%	8%
Pragmatic Play	Pragmatic Play	9%	9%
Pragmatic Play	Pragmatic Play Live	10% all games excluding Blackjack games. Blackjack games 12%	10% all games excluding Blackjack games. Blackjack games 12%
Push	Push Gaming	12%	8%

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Games Global (Quickfire)	2By2	11%	11%
Games Global (Quickfire)	Alchemy Gaming	11%	11%
Games Global (Quickfire)	All41	11%	11%
Games Global (Quickfire)	Buck Stakes Entertainment	11%	11%
Games Global (Quickfire)	Foxium	11%	11%
Games Global (Quickfire)	Gameburger	11%	11%
Games Global (Quickfire)	Golden Rock	11%	11%
Games Global (Quickfire)	Gong Gaming	11%	11%
Games Global (Quickfire)	JFTW	11%	11%
Games Global (Quickfire)	Games Global (Microgaming) Area Vegas Switch Studios Oros Gaming Aurum Neko Pear Fiction Gold Coin Studios Crazy Tooth Nailed It	11%	11%
Games Global (Quickfire)	Neon Valley	11%	11%
Games Global (Quickfire)	Northern Lights Gaming	11%	11%
Games Global (Quickfire)	Old Skool	11%	11%
Games Global (Quickfire)	Pulse 8	11%	11%
Games Global (Quickfire)	Rabcat	11%	11%
Games Global (Quickfire)	Snowborn Studios	11%	11%
Games Global (Quickfire)	SpinPlay Games	11%	11%
Games Global (Quickfire)	Stormcraft	11%	11%
Games Global (Quickfire)	Triple Edge	11%	11%
Quickspin	Quickspin	12%	12%
Red Rake Gaming	Red Rake Gaming	10%	7%
Relax Gaming	Relax Gaming 4ThePlayer Blue Guru Games Electric Elephant Felt (Silver Bullet) Four Leaf Gaming	9%	7%

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	Max Win Gaming Northern Lights Print Studios Silverback Gaming STHLMGAMING Storm Gaming (Silver Bullet)		
Relax Gaming	Fantasma	11%	7%
Revolver Gaming	Revolver Gaming	9%	7%
Skywind	Skywind	11%	9.50%
Smartsoft	Smartsoft	8% Curacao and MGA	6% Curacao only
Spadegaming	Spadegaming	9%	9%
Spinomenal	Retro Gaming	10%	7%
Spinomenal	Spinomenal	10%	7%
Spride	Spride	9% (MGA 9%)	7% (MGA 9%)
Super Spade Club	Super Spade Games	8%	8%
Swintt	Swintt	9%	-
Tangente	Tangente	8%	8%
Thunderkick	Thunderkick	9%	7%
Topspin	Topspin	8%	8%
TrueFlip	TrueLab	7%	7%
Wazdan	Wazdan	11% Curacao 10% MGA	6%
Yolted	Yolted	9%	7%
H27	H27	9%	9%
Gameteck	Winfast	10.5%	10.5%
Gameteck	Gameteck	8%	8%
Slotmill	Slotmill	9.50%	7%
Gaming Corps	Gaming Corps	8%	6%
Urgent Games	Urgent Games	0-500 8.5% 500+ 7%	0-500 8.5% 500+ 7%
Gameteck	Live Solutions (LSEL Ltd)	6%	6%
7777 Gaming	7777 Gaming	8%	6%
Mannaplay	Mannaplay	11%	8%
Platipus	Platipus	7%	6%

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Livespins	Livespins	12%	12%
Eurasian Gaming	Eurasian Gaming	8.50%	6.00%
Zillion Games	Zillion Games	8.00%	6.00%
Playrogue	Playrogue	8.50%	6.50%
Relax Gaming	High5	7% Curacao	7% Curacao
Parlaybay	Parlaybay	13%	13%
Octoplay	Octoplay	11%	11%
GameArt	GameArt	0 - 500k: 9% over 500k: 8%	0 - 500k: 7% over 500k: 6%
Slotmatrix	Armadillo Studios Flip Luck Mobile FX PowderKeg Studios Spearhead Games Spinberry Wild Boars	9%	7%
3Oaks	3Oaks	12%	10%
Lady Luck	Lady Luck	9% (premium 11%)	7% (premium 10%)
Gametech	Jade Rabbit	7% (8% exclusive)	7% (8% exclusive)
G Games	G Games	8.5% (12% Branded)	8.5% (12% branded)
Fantasma	Fantasma	8%	6%
Darwin	Darwin	11% +2% for branded games	7% +2% for branded games
ELA Games	ELA Games	10%	8%
JVL	JVL	7%	7%
Vivo Gaming	Vivo gaming	9%	8%
Fbastards	Fbastards	6%	5%
Peter and Sons	Peter and Sons	EUR 0 - 500,000 GGR 9% EUR 500,001+ 8%	EUR 0 - 500,000 GGR 7% EUR 500,001+ 6%
1x2Network	1x2Network Iron Dog	10%	6%
Famous Games	Famous Games	7%	7%

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Kalamba	Gamomat	12%	9%
Alea	Felix Gaming	10%	10%
New Entertainment NE Games	New Entertainment NE Games	10%	8%
Split the Pot	Split the Pot	8%	8%
King Maker	King Maker	8%	8%
Gametech	Slotgarten	8%	8%
Creedroomz	Pop Ok Live Casino	10%	9%
Creedroomz	Pop Ok	0 – 500k 9% 500k – 900k 8% Over 900k 7%	6%
Creedroomz	Pop Ok Instant Games	8%	6%
Creedroomz	Pascal Gaming	0 – 500k 10% 500k – 1m 9% Over 1m 8%	7%
Creedroomz	Creedroomz Live Casino	0-100 000€ 12% 100 000€-500 000€ 11% 500 000€ - 1 000 000€ 10% 1 000 000€ 9%	10%
Winfinity	Winfinity	12%	10%
Microgaming Asia	(RNG table games, premium games, branded games, slot games and all remaining games)	8%	8%
Raw Gaming	Raw Gaming	7%	7%
N2 Games	Novomatic	12%	8.5%
Playson	Playson	12% in ROW for “Standard Games” and 14% “Premium Games”	7% in Asia of GGR for “Standard Games” and 9% in Asia of GGR for “Premium Games”
Oryx	RubyPlay	9%	6%
Bitblox (HXRO)	Bitblox (HXRO)	4%	4%

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Evolution	Big Time Gaming	9%	8%
Microgaming Asia	MG Live	8%	8%

Table and Game Fees

1. **Evolution** shall charge, and the Licensee agrees to pay, the following fees in relation to the Live Casino Platform:
 - 1.1 **High Stake Tables Fee** (defined below): A fee of EUR ten cent (€0.10) per bet placed by a End-User on a High-Stake Table. **High Stake Tables Fee** shall be, subject to payment of the High Stake Tables Fee, applicable for Blackjack table(s) with a minimum bet of EUR fifty (€50) or such other amount as decided by Evolution from time to time.
 - 1.2 **Generic Tables – Blackjack growth package**: as part of the Generic Tables offering for Blackjack and as part of the Blackjack Growth Package, Evolution agrees to provide the Licensee with such Blackjack growth tables (each a “**Blackjack Growth Table**”) as the Parties may from time to time agree. In addition to the Fees charged herein, for the provision of each Blackjack Growth Table, Evolution shall charge and the Licensee agrees to pay Evolution a fee of EUR twelve cents (€0.12) per *main* bet placed by a User on a Blackjack Growth Table (the “**Blackjack Growth Table Fee**”).
2. **Bombay Live** shall charge, and the Licensee agrees to pay, the following fees in relation to the Live Casino Games:
 - 2.1. **High Stake Tables Fee** (defined below): A fee of EUR ten cent (€0.10) per bet placed by an End-User on a High-Stake Table. **High Stake Tables Fee** shall be, subject to payment of the High Stake Tables Fee, applicable for Blackjack table(s) with a minimum bet of EUR fifty (€50) or such other amount as decided by Bombay Live from time to time.

Branded Games - ongoing usage fee payable by the Licensee to Hub88 for Branded Games may be different.
(See Appendix A, B and C)

Appendix A: Evolution Gaming Licensed Games

Any reference to a Right Holder in the table below shall include its assignors and successors from time to time.

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Provider	Licensed Game	Licensed Game Fee (calculated on a per Licensed Game basis)	Specific terms applicable for this license
Evolution Gaming	Casino Hold'Em	One percent (1%) of the Gross Gaming Revenues generated by Casino Hold'Em	
Evolution Gaming	Double Hand Hold'Em	One percent (1%) of the Gross Gaming Revenues generated by Double Hand Hold'Em	
Evolution Gaming	Casino Malta Dual Play Roulette	Three percent (3%) of the Gross Gaming Revenues generated by Casino Malta Dual Play Roulette	The service levels for the services provided under the Agreement, which are included as a Schedule to the Agreement do not apply to Casino Malta Dual Play Roulette
Evolution Gaming	Dragonara Dual Play Roulette	Three percent (3%) of the Gross Gaming Revenues generated by Dragonara Dual Play Roulette	The service levels for the services provided under the Agreement, which are included as a Schedule to the Agreement do not apply to Dragonara Dual Play Roulette
Evolution Gaming	5+1	Three percent (3%) of the Gross Gaming Revenues generated by 5+1	
Evolution Gaming	Speed Roulette	zero percent (0%) of the Gross Gaming Revenues generated by Speed Roulette	
Evolution Gaming	Dream Catcher	Zero percent (0%) of the Gross Gaming Revenues generated by Dream Catcher	
Evolution Gaming	Lightning Roulette	Three percent (3%) of the Gross Gaming Revenues generated by Lightning Roulette	
Evolution Gaming	Sic Bo	The standard commission of the Gross Gaming Revenues as set out in the Agreement	
Evolution Gaming	Side Bet City	The standard commission of the Gross Gaming Revenues as set out in the Agreement	
Evolution Gaming	Infinite Blackjack	Three percent (3%) of the Gross Gaming Revenues generated by Infinite Blackjack	
Evolution Gaming	Lightning Dice	Three percent (3%) of the Gross Gaming Revenues generated by Lightning Dice	

Evolution Gaming	Crazy Time	Three percent (3%) of the Gross Gaming Revenues generated by Crazy Time	
Evolution Gaming	Dream Catcher 2 (any references to this Licensed Game includes any name as Evolution Malta Limited decides to use for this Game)	Five percent (5%) of the Gross Gaming Revenues generated by Dream Catcher 2	License is subject to the conditions set out in Annex A and Annex B
Evolution Gaming	21+3	Three percent (3%) of the Gross Gaming Revenues generated by 21+3	
Evolution Gaming	Perfect Pairs for Blackjack	Three percent (3%) of the Gross Gaming Revenues generated by Perfect Pairs for Blackjack	
Evolution Gaming	Perfect Pairs for Baccarat	Three percent (3%) of the Gross Gaming Revenues generated by Perfect Pairs for Baccarat	
Evolution Gaming	Caribbean Stud Poker	Three percent (3%) of the Gross Gaming Revenues generated by Caribbean Stud Poker	
Evolution Gaming	Double Ball Roulette	Three percent (3%) of the Gross Gaming Revenues generated by Double Ball Roulette	
Evolution Gaming	Texas Hold'em Bonus Poker	Three percent (3%) of the Gross Gaming Revenues generated by Texas Hold'em Bonus Poker	
Evolution Gaming	Bucharest Dual Play Roulette	Three percent (3%) of the Gross Gaming Revenues generated by Bucharest Dual Play Roulette	The service levels for the services provided under the Agreement, which are included as a Schedule to the Agreement do not apply to Bucharest Dual Play Roulette
Evolution Gaming	Ultimate Texas Hold'Em®	Three percent (3%) of the Gross Gaming Revenues generated by Ultimate Texas Hold'Em	License is subject to the conditions set out in Annex A
Evolution Gaming	Three Card Poker®, with 6 card bonus	Three percent (3%) of the Gross Gaming Revenues generated by Three Card Poker, with 6 card bonus	License is subject to the conditions set out in Annex A
Evolution Gaming	Free Bet Blackjack®	Three percent (3%) of the Gross Gaming Revenues generated by Free Bet Blackjack®	License is subject to the conditions set out in Annex A

Evolution Gaming	Monopoly Live	Five percent (5%) of the Gross Gaming Revenues generated by Monopoly Live	
Evolution Gaming	Monopoly Big Baller	Five percent (5%) of the Gross Gaming Revenues generated by Monopoly Big Baller	
Evolution Gaming	Funky Time	Three percent (3%) of the Gross Gaming Revenues generated by Funky Time	
Evolution Gaming	Extra Chilli Epic Spins	Three percent (3%) of the Gross Gaming Revenues generated by Extra Chilli Epic Spins	
Evolution Gaming	Lightning Lotto	Three percent (3%) of the Gross Gaming Revenues generated by Lightning Lotto	
Evolution Gaming	Red Door Roulette	Three percent (3%) of the Gross Gaming Revenues generated by Red Door Roulette	
Evolution Gaming	Crazy Pachinko	Three percent (3%) of the Gross Gaming Revenues generated by Crazy Pachinko	
Evolution Gaming	Deal or No Deal	Three percent (3%) of the Gross Gaming Revenues generated by Deal or No Deal	
Evolution Gaming	XXXtreme Lightning Roulette	Three percent (3%) of the Gross Gaming Revenues generated by XXXtreme Lightning Roulette	
Evolution Gaming	Lightning Blackjack	Three percent (3%) of the Gross Gaming Revenues generated by Lightning Blackjack	
Evolution Gaming	Lightning Baccarat	Three percent (3%) of the Gross Gaming Revenues generated by Funky Time	
Evolution Gaming	Crazy Pachinko	Three percent (3%) of the Gross Gaming Revenues generated by Funky Time	

Big Time Gaming (BTG) Branded Games	Two percent (2%) of the Gross Gaming Revenues generated by BTG Branded games: - The Final Countdown - Danger! High Voltage - Who Wants to be a Millionaire - Lil' Devil - Millionaire Mystery Box - Survivor
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Microgaming	Five percent (5%) of the Gross Gaming Revenues generated by Microgaming Branded games: - Battlestar Galactica - Bridesmaids - Bullseye Gameshow - Game Of Thrones 15 Lines - Game Of Thrones 243 Ways - Highlander - Jurassic Park - Jurassic World - Love Island - Playboy - Shoot! - Tarzan - Terminator II - The Phantom of the Opera - Live Games - Baccarat (Diamond) - Playboy - Live Games - MP Baccarat (Diamond) - Playboy
Net Ent	Three percent (3%) of the Gross Gaming Revenues generated by Net Ent Branded games: Narcos Ozzy Osbourne Jumanji Hells Kitchen Scudamore Conan Black Lagoon Guns & Roses Jimi Hendrix Motorhead Dracula Vikings Street Fighter 2 Knight Rider Invisible Man
Pragmatic Play Live	Three percent (3%) of the Gross Gaming Revenues generated by all the sidebets, including but not limited to "21+3" and "Perfect Pair". Licensee shall additionally pay the Licensors for all upcoming Blackjack tables in Ruby studios a fee equal to €0.08 per base bet, charged for all bets on Generic Blackjack tables in Ruby studios where the minimum bet is twenty-five Euro (€25) or below, and which fee shall apply only to the base bet (and shall not include, inter alia, side bets, double bets or split bets)
Pragmatic Play	Peaky Blinders

	A 3% Branded Fee calculated on the GGR generated on the Game, over and above the Licence
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Ezugi	Lucky Ladies Blackjack Sidebet	3% (three per cent) of the Gross Gaming Revenues generated by the Licensee from Lucky Ladies side bet
Ezugi	Ultimate Sic Bo	1% of the Gross Gaming Revenues generated by the Licensee from Ultimate Sic Bo
Ezugi	Ultimate Andar Bahar	1% of the Gross Gaming Revenues generated by the Licensee from Ultimate Andar Bahar
Ezugi	Ultimate Roulette	1% of the Gross Gaming Revenues generated by the Licensee from Ultimate Roulette
Ezugi	21+3 Blackjack Side Bet	3% of the Gross Gaming Revenues
Ezugi	Perfect Pairs Blackjack Side Bet	3% of the Gross Gaming Revenues
Ezugi	Casino Holdem Game	1% of the Gross Gaming Revenues
Ezugi	Unlimited Blackjack Game	1% of the Gross Gaming Revenues
Ezugi	Baccarat Knockout Game	3% of the Gross Gaming Revenues
Ezugi	Jackpot Feature	2.5% of the Gross Gaming Revenues

Play N Go	Casino Hold'em	3.5% on top of the Standard Games License Fee
Play N Go	Hugo	3% on top of the Standard Games License Fee
Play N Go	Hugo 2	3% on top of the Standard Games License Fee
Play N Go	Hugo Goal	3% on top of the Standard Games License Fee
Play N Go	Hugo's Adventure	3% on top of the Standard Games License Fee
Play N Go	Bugs Party	2% on top of the Standard Games License Fee
Play N Go	Flying Pigs	2% on top of the Standard Games License Fee
Play N Go	Twisted Sister	4% on top of the Standard Games License Fee
Play N Go	Saxon	4% on top of the Standard Games License Fee
Play N Go	Halloween	4% on top of the Standard Games License Fee
Play N Go	Hammerfall	4% on top of the Standard Games License Fee
Play N Go	ZZ Top	4% on top of the Standard Games License Fee
Play N Go	Hugo Carts	3% on top of the Standard Games License Fee
Play N Go	Alice Cooper and The Tome of Madness	4% on top of the Standard Games License Fee
Play N Go	Snakebite	4% on top of the Standard Games License Fee

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Play N Go	Kiss - Reels of Rock	4% on top of the Standard Games License Fee
Play N Go	Def Leppard: Hysteria	4% on top of the Standard Games License Fee
Play N Go	DIO - Killing the Dragon	4% on top of the Standard Games License Fee
Play N Go	Lordi Reel Monsters	4% on top of the Standard Games License Fee
Play N Go	N'Sync	4% on top of the Standard Games License Fee
Play N Go	Motley Crue	4% on top of the Standard Games License Fee
Play N Go	Hugo Legacy	3% on top of the Standard Games License Fee

Red Tiger	Joe Exotic	3% on top of the Standard Games License Fee
Red Tiger	Trillionaire	3% on top of the Standard Games License Fee
Red Tiger	Narcos Mexico	3% on top of the Standard Games License Fee
Red Tiger	Big Cat Rescue Megaways	3% on top of the Standard Games License Fee

Appendix B

[Table below]

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Blueprint Branded Games	Two percent (2%) of the Gross Gaming Revenues generated by Blueprint Branded games
Big Time Gaming (BTG) Branded Games	Two percent (2%) of the Gross Gaming Revenues generated by BTG Branded games
Gamomat Branded Games	Two percent (2%) of the Gross Gaming Revenues generated by Gamomat Premium games Two percent (2%) of the Gross Gaming Revenues generated by Gamomat Branded games
EGT Interactive	Casino Module setup + €2500
Microgaming	Five percent (5%) of the Gross Gaming Revenues generated by Microgaming Branded games
NetEnt	Three percent (3%) of the Gross Gaming Revenues generated by NetEnt Branded games
Play'n GO	Three percent (3%) of the Gross Gaming Revenues generated by Play'n GO Branded games
Pragmatic Play Live	Three percent (3%) of the Gross Gaming Revenues generated by all the sidebets, including but not limited to "21+3" and "Perfect Pair". Licensee shall additionally pay the Licensor for all upcoming Blackjack tables in Ruby studios a fee equal to €0.08 per base bet, charged for all bets on Generic Blackjack tables in Ruby studios where the minimum bet is twenty-five Euro (€25) or below, and which fee shall apply only to the base bet (and shall not include, inter alia, side bets, double bets or split bets)
Red Tiger	Two percent (2%) of the Gross Gaming Revenues generated by Red Tiger Branded games
Swintt	Two percent (2%) of the Gross Gaming Revenues generated by Swintt Branded games

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Netgaming	Two percent (2%) of the Gross Gaming Revenues generated by Netgaming Branded games
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Appendix C:

Progressive Jackpot Fees for Microgaming Jackpot Games

A contribution shall be due from the Licensee in accordance with the table set out below on each occasion that an End User bets on a Microgaming Jackpot Game, as specified and calculated below, and which is, for the avoidance of doubt, in addition to the License Fees payable by the Licensee for the Microgaming Jackpot Games.

Microgaming Jackpot Game	Contribution (% of each wager on the Microgaming Jackpot Game)
Mega Moolah	8.80% normal mode
Atlantean Treasures Mega Moolah	8.80% normal mode
Absolootly Mad Mega Moolah	8.80% normal mode
Wheel of Wishes	8.15% normal mode 17.35% power mode
African Legends WoW	1.08% normal mode
Book of Atem WoW	8.15% normal mode
Fortunium Gold Mega Moolah	8.80% normal mode 8.80% power mode
Sisters of Oz	8.15% normal mode

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SCHEDULE C - WEBSITES

<https://newwavepoker.com>

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SCHEDULE D – EXCLUDED TERRITORIES

Excluded Territories

Jurisdictions where Hub88 is not accepting End Users unless Licensee holds a gaming license from the competent licensing authority of the specific jurisdiction:

- Australia
- Curaçao
- France
- Netherlands
- United Kingdom
- United States of America

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SCHEDULE E – SERVICE LEVEL AGREEMENT

1. Main Objectives

- 1.1. This document is to provide a Service Level Agreement (“SLA”) between the Parties and governs the service levels and performance of the Hub88 Platform used for the offering of the Services under this Agreement between Hub88 and the Licensee. The Platform shall in this context consist of the platform facilitating the offering of the Games to the Licensee and the administrative back-office system.
- 1.2. This SLA will provide a clear understanding of the Parties’ commitments, which are in place for an effective support and resource planning for the provision of the services and incident resolution.
- 1.3. Words and expressions which are defined in the Agreement shall have the same meaning in this SLA unless explicitly defined differently herein.
- 1.4. If any part of this SLA does not correspond to or agree with the main body of the Agreement, the main body of the Agreement shall have precedence.
- 1.5. The areas to be captured by the details contained into this SLA are:
 - 1.5.1. Corrective maintenance, which includes all activities associated with the Hub88 Platform
 - 1.5.2. Identification of root causes, analysis, isolation, bug fixes and resolution of Platform incidents.

2. Performance Levels

- 2.1. Accessibility objective. Hub88 shall exercise its best efforts to ensure that the Platform will be available 24 hours a day, 365-day a year basis, with only limited, scheduled and notified interruptions.
- 2.2. Scheduled Downtime. It is understood by the Parties that the number of Scheduled Downtime occurrences will be kept to a minimum and within generally acceptable levels and in conformity with good industry standards. These interruptions of the Platform will be kept within the following time frame:
 - 2.2.1. Not more than 12 planned interruptions per year, excluding Force Majeure or critical security-related vulnerabilities.
 - 2.2.2. Maximum 4-hour downtime for each interruption.The Licensee shall be notified at least 48 hours before a scheduled interruption. The notification shall contain date and time for the interruption, planned downtime and the reason for the interruption. Hub88 will notify the Licensee’s appointed contact person by e-mail or dedicated communication channel.
- 2.3. Network Service Provider or internet outages. Hub88 will not be responsible for Downtime resulting from network service provider outages or internet outages resulting from failures outside the explicit control of Hub88. Hub88 does not and cannot control the flow of data to or from Hub88’s network and other portions of the internet. Such flow depends in large part on the performance of internet services provided or controlled by third parties.

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- 2.4. Security Shut-Downs. Hub88 is not responsible for any events resulting from any interruption in the provision of any Hub88's provided application due to circumstances reasonably believed by Hub88's to be a significant threat to the normal operation of the provided application or integrity of user data and which are outside Hub88's control. In the event of such an interruption or shutdown, Hub88 will return the affected provided application to normal operation as soon as reasonably possible. Upon request, Hub88 will provide with a copy of its security policies then in effect.
- 2.5. Technical support and Service Desk. Hub88 shall make available an operational and technical single point of contact facility which shall enable the logging, reporting and resolution of critical incidents twenty-four (24) hours a day, seven (7) days a week including public holidays. Service Desk is a Hub88 provided portal for which the accesses will be provided to the Licensee.
- 2.6. Accessibility. With the exception of the scheduled interruptions described above, Hub88 guarantees an uptime and accessibility per calendar month as follows:
- a) The Platform: 99.6%
 - b) The Back-Office System: 99.6%
- 2.6.2. Hub88 shall undertake to ensure that any third-party Supplier whose content is provided to the Licensees by Hub88 via Platform – shall provide an uptime and accessibility per calendar month amounting as follows:
- a) Supplier Platform (offering of the Games): 99.6%
- 2.6.3. This SLA shall, with the exception of clause 2.2 and the above Supplier Platform accessibility percentage, exclusively apply to the operation of the Platform in connection with the offering of the Games to the Licensee. Therefore, the SLAs provided to Hub88 by the third-party suppliers under the respective B2B game supplier agreements shall not be considered as part of the Agreement.
- 2.6.4. Hub88 shall exercise its best efforts to ensure that the Supplier Platform service levels and any compensation for a failure to maintain such correspond to what is defined in this SLA to be observed in connection with the Platform. In case any third-party supplier refuses to accommodate the service or compensation levels required by the Licensee that are stricter than the service and compensation levels in accordance with this SLA, the Games of such third-party supplier shall not be available to the Licensee via the Platform.
- 2.7. Limitations. Hub88 cannot be held liable in any way for any disturbances or interruptions in the Platform availability that are in any manner caused by third parties other than Hub88, including but not limited to:
- i. a failure of equipment or hardware not supplied by Hub88 under this SLA;
 - ii. a failure in local access facilities connecting the Licensee to the Platform;
 - iii. events of Force Majeure;
 - iv. any act or omission of Licensee or any of its agents, contractors or vendors;

- v. The Licensee's negligence or wilful misconduct;
- vi. Any scheduled interruptions; or
- vii. Any downtime of the Licensee.

2.8. Measuring report. The uptime and accessibility of the Platform and back-office system is measured by Hub88 on a monthly basis. An incident report specifying the downtime of the Platform will be provided to the Licensee upon incident resolution.

3. Incident Management

3.1. Unplanned incidents. In the event of unplanned incidents, the incident search shall begin as soon as possible. Incidents shall be reported to the Service Desk according to the instructions set forth below in clause 3.3.

3.2. Problem Resolution Response Time. Hub88 uses its commercially reasonable endeavours to resolve any unplanned incidents within the target resolution times relevant to its priority.

Priority	Description	Target resolution time
1	Critical: complete loss or major degradation of any element or function of the services. Service is impossible to use and impacts to 3rd party services which are dependent on the supplier services and systems.	4 hours
2	Major: minor degradation of any element or function of the services where there is a functional loss of < 20% including impacts to 3rd party services which are dependent on the services and systems. Service performing at a degraded capability, but still available.	8 hours
3	Ordinary: incident related to a non-production environment with no impact or impact on a small portion of Services	72 hours
4	Low: no impact	7 days

Notwithstanding the abovementioned target resolution time frames, the escalation process of Hub88 guarantees that the Support Centre will commence work on the investigation of the incident within the following time frame from receipt of the initial report:

- Monday - Friday between 9:00 and 17:00 EET/EEST within 15 minutes.

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- During any other time (including weekends and public holidays) within 60 minutes

3.3. Communication and reporting routines. When the Licensee discovers any indications on incidents that affect the accessibility of the Platform, the Support Centre shall be contacted in accordance with the following instructions:

- 24/7/365 by contacting Hub88 Service Desk

When the problem which caused the incident has been rectified, the Licensee will be notified thereof immediately. A written incident report will, on request, be delivered to the Licensee contact person no later than 2 working days after the rectification.

3.4. Updates to Services and Level Agreement. Any amendments to this Service Level Agreement shall be communicated to Licensee subject to 30 days' notice before its implementation.

3.5. Complaints. Hub88 shall maintain a formal complaints procedure and shall keep a record of all complaints, incidents and resolutions reported.

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