

THIS TEMPLATE IS VALID FOR 30 DAYS FROM THE DATE OF ISSUE. IF THE CONTRACT IS NOT FINALISED WITHIN THAT TIME THE DOCUMENT MAY BE SUBJECT TO CHANGES.

SOFTWARE LICENSE AND SERVICES AGREEMENT

This Software License and Services Agreement is made on May 9th 2022 between the following Parties:

- (1) **Skywind Holdings Limited**, a company registered in Gibraltar, whose registered office is at Madison Buildings, Midtown, Queensway, Gibraltar, GX11 1AA ("**Licensor**"), and
- (2) **Geeker Technologies NV**, a company incorporated in Curacao whose registered office is at Abraham de Veerstraat 9 Curaçao ("**Licensee**").

Licensor and Licensee are hereinafter referred to individually as a "**Party**" and collectively the "**Parties**".

BACKGROUND

- (A) The Licensor has developed or has been licensed a suite of software products for online gaming activities, which includes the Games and the Software (as such terms are defined below); and
- (B) The Licensee wishes to acquire a non-exclusive licence to use the Licensor's Games and Software for business worldwide, excluding the Excluded Territories (the "**Territory**"). The Licensor is willing to grant the Licensee such a licence on the terms and conditions set out in this Agreement.

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement:

"**Agreement**" means this Agreement, together with all its Schedules and any addendums.

"**Applicable Laws**" means all laws and regulations of any jurisdiction in the Territory that are applicable to this Agreement, to any of the Parties hereto or to any activity of any of the Parties hereto (and including without limitation the use of any Games or the Software by any person and/or entity including, without limitation, any End Users), as amended and in force from time to time, including the rules, regulations, orders, licences or permits (and the conditions upon which such licences and permits are granted) issued thereunder, including, without limitation, any rules, regulations, orders, licences and permits of any Competent Authority and including, without limitation, any gaming-related legislation, data protection laws, privacy laws, anti-spam laws and intellectual property laws.

"**Availability**" means the percentage in each month expressed by $(\text{Actual Availability} \div \text{Available Minutes})$ where:

"**Actual Availability**" means Available Minutes minus Unavailability in each calendar month;

"**Available Minutes**" means the total number of minutes in a month (being forty three thousand two hundred (43,200) minutes during the month) less Scheduled Downtime for such month up to a maximum deduction of 403 minutes for Scheduled Downtime per each such month;

"**Unavailability**" means the total number of minutes where the Hosting Services were not available less Scheduled Downtime for such month up to a maximum deduction of 403 minutes for Scheduled Downtime per each such month; and

"**Scheduled Downtime**" means any downtime which has been mutually agreed with the Licensor in advance on not less than 24 hours prior written notice (including by e-mail) and performed during agreed hours, provided that if the parties fail to agree the Licensor (acting reasonably) may perform the work at any time and give notice to that effect to the Licensee.

"**Availability Service Level**" means, in relation to the Hosting Services, the level per 12

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calendar months as set forth in Schedule 4 (Hosting SLA).

"B2C Group Company" means a Group company of the Licensee that is permitted to offer the Games and Software to End Users on the terms and conditions of this Agreement.

"Branded Agreements" means the agreement set forth in Schedule 5 and any other additional agreements that specify the applicable terms per each Branded Game that are signed by the Licensee. Each Branded Agreement shall be subject to prior authorisation and completion, by the Licensee, of the due diligence approval process (as applicable).

"Branded Games" means Games developed under a licence to use third parties' intellectual property rights and are subject to additional costs, as may be licensed to the Licensee (per its request), subject to the terms of this Agreement and the applicable Branded Agreement.

"Business Day" means any day other than a Saturday, Sunday, or public or bank holiday in England.

"Business Hours" means from 9.00am to 5.00pm on a Business Day.

"Chargeback" means the reversal of a deposit of a bet by the End Users at the demand of a card processing company or other payment company, and verifiable in accordance with its rules.

"Competent Authority" means any governmental, judicial or regulatory authority having jurisdiction over this Agreement, any of the Parties hereto or any activity of any of the Parties hereto.

"Confidential Information" means (a) all information in whatever medium relating to the trade secrets, operations, processes, plans, intentions, product information, know-how, designs, market opportunities, transactions, affairs and/or business of a Party and/or its customers, clients, suppliers or any member of its Group, holding companies and/or subsidiaries; (b) all information relating to the Software, including its related Documentation; (c) the terms or subject matter of this Agreement; and (d) the negotiations relating to this Agreement.

"Defect" means a defect or error which materially affects the proper functioning of the Software and/or of any of the Games but excluding any and all errors, defects or malfunctions which are not solely caused by the Licensor.

"Deliverables" means the Games, Software and the Services, and any and all Updates thereto, as provided from time to time by the Licensor under this Agreement.

"Delivery Dates" mean the delivery dates mutually agreed by the Parties from time to time for the delivery of the Deliverables or any part thereof.

"Documentation" means the documentation, information, directions, explanations and similar materials relating to the Games and Software supplied by the Licensor to the Licensee from time to time.

"End User" means a person who uses the Games, solely through the Media Channels.

"Excluded Territories" means Australia, Belgium*, Bulgaria*, Colombia*, Cuba, Czech Republic*, Cyprus, Denmark*, Estonia*, France and its territories (including French Guiana, French Polynesia, French Southern Territories, Martinique, Guadeloupe, Reunion, Mayotte), Greece*, Hong Kong, Iran, the Isle of Man*, Israel, Italy*, Latvia*, Macau, North Korea, the Netherlands*, Ontario*, Poland, Portugal*, the Republic of Belarus, Romania*, Russia, Singapore, Serbia*, Spain*, Sweden*, Syrian Arab Republic, Turkey, the Philippines, Ukraine, the United Kingdom*, the USA and its territories (including United States Minor Outlying Islands) and other jurisdictions as determined by the Licensor from time to time in its own sole discretion, and any country with which either or both of the Parties is prohibited from doing business. The Licensor, at its sole discretion, may amend the list of Excluded Territories from time to time and the Licensee shall be notified to that effect. Likewise, the Licensee may elect to apply for permission from the Licensor to remove a territory from the Excluded Territory, insofar as it is able to satisfy the Licensor (acting reasonably) that it holds all licences, permits and authorisations needed (and adheres in all material respects to the terms or collateral obligations, e.g. tax) in the specific territory to authorise a supply.

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*Permissible subject to Licensee holding a local license and complying with all license conditions.

"Games" means certain software, betting and/or gambling applications utilising the Software provided by the Licensor to the Licensee, including Live Casino Games as well as any Branded Games, which the Licensor may agree to license from time to time pursuant to the Branded Agreements.

"Gross Revenues" means the aggregate sums and stakes received by and/or owed to the Licensee and/or the B2C Group Companies and/or on their behalf in direct and/or indirect connection with the Games (including bonuses staked where any conditionality has been fulfilled), less the total amount actually paid by the Licensee and/or the B2C Group Companies as Winnings with respect to any Game, less any Chargebacks, less Local Jackpot Contributions.

"Group" means any person or entity directly or indirectly controlling, controlled by, or under common control with a Party. For the purposes of this definition, "control" means the power to manage or direct the affairs of the person or entity in question, whether by ownership of voting securities, by contract or otherwise.

"Intellectual Property Rights" means any and all intellectual and industrial property rights of all types or nature whatsoever, including, without limitation, patent, copyright, design rights, trade marks, data base rights, applications for any of the above, moral rights, know-how, trade secrets, domain names, URL, trade names or any other intellectual or industrial property rights (and any and all licences in connection with any of the same), whether or not registered or capable of registration, and whether subsisting in any specific country or countries or any other part of the world.

"IPR Claim" means a claim against either of the Parties that the use of any of the Games, the Software or the Licensee IP furnished by the other Party, as applicable, infringes the Intellectual Property Rights of any third party.

"Launch Date" means the date upon which at least one Game becomes available to End Users through at least one Media Channel by the Licensee or the relevant B2C Group Company.

"Licensee Level 1 Support" means receiving and handling all End-Users' enquiries relating to billing and payment collection, access to the Software, and any other specific issues relating, directly or indirectly, to the Software and the use thereof.

"Licensee Level 2 Support" means receiving and handling all enquiries pertaining to Level 1 Support, which could not be resolved by Level 1 Support.

"Licensor Level 3 Support" means fixing bugs, and system and application related defects, which are escalated to the Licensor pursuant to the terms of this Agreement.

"Licence" means the licence granted under Section 2 hereof, subject to the terms and conditions herein.

"Licensor IP" means the Software and Games as well as the related Documentation and any and all Updates thereto and the Intellectual Property Rights of the Licensor.

"Licensee IP" means Intellectual Property Rights of the Licensee.

"Live Casino Games" means online live dealer casino games.

"Local Jackpot" means a jackpot which is not part of a network and is only available to the Licensee and its End Users.

"Local Jackpot Contributions" means the contributions required by End Users to take part in the Local Jackpot.

"Local Jackpot Winnings" means the sums End Users are validly entitled to receive upon winning a Local Jackpot.

"Media Channels" means www.wikibet.com and other websites, which are owned and operated by the Licensee and/or its B2C Group Companies, provided that the Licensee received prior written consent from the Licensor prior to the launch of each such website, and by which

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solely the Games can be furnished to End Users. The Licensor, at its sole discretion, shall be entitled to demand removal of the Games from any of the Media Channels.

"Modifications" means any modifications, additions, translations or compilations to the Software or any part thereof, which constitutes additional features or functionalities, which may be supplied by the Licensor to the Licensee on the terms of this Agreement.

"Must Win Jackpot Games" means those Games offered by the Licensor that include a must win jackpot.

"Progressive Balance" means the balance of the Progressive Deposit less the Progressive Contribution less the Seed Contribution.

"Progressive Contribution" means the percentage rate of the contribution required by each of the Progressive Jackpot Games multiplied by the total sums wagered in each such game by End Users as may be amended from time to time by Licensor.

"Progressive Deposit" means the funds transferred by the Licensee to enable End Users to participate in the Progressive Jackpot Games.

"Progressive Jackpot Games" means Games, which are connected to and contribute a percentage of wagers to a collective jackpot which accumulates Progressive Contributions and Seed Contributions through numerous wagers played in each game by End Users distributed across multiple online gambling systems, which participate in the shared progressive jackpot network and which the Licensee has elected to offer to End Users.

"Progressive Jackpot Games Management" means those services described in Section 1 of Schedule 1.

"Progressive Winnings" means the sums End Users are validly entitled to receive upon winning a Progressive Jackpot Game.

"Seed Amount" means the amount required to restart a particular Progressive Jackpot Game following the Progressive Jackpot being won in respect of that Progressive Jackpot Game.

"Seed Contribution" means the percentage rate of the contribution required by each of the Progressive Jackpot Games to fund the Seed Amount multiplied by the total sums wagered in such game by End Users as may be amended from time to time by Licensor.

"Rebate" means any amounts allotted to the End-User(s), in direct connection with the wagering activities of such End User(s), where the conversion or withdrawal of such amounts may be subject to fulfilment of conditions but which ultimately results in cash being made available for the End-User to withdraw.

"Services" means the services that the Licensor shall provide or procure the provision of to the Licensee as further set out in Schedule 2 (*Services*).

"Software" means the Licensor's gaming software and platform, which is comprised of the "client" in the Software's client-server architecture, whether in downloadable or non-downloadable form and which enables an End User's computer or other media to access and utilise the Services provided by the server-side of the Software in order for the End User to play the Games.

"Source Code" means the human readable form of the Software and of the Games.

"Term" means the period as set forth in Section 14.

"Updates" shall mean changes and enhancements to the Software, including but not limited to bug fixes and maintenance changes that improve or upgrade functions or improve performance by changes in Software design. Updates shall not include Modifications.

"Winnings" means all real money winnings by End Users participating in any of the Games. For the avoidance of doubt, this shall not include any Progressive Winnings or Local Jackpot Winnings won by any End Users (if applicable) or Rebates.

Capitalised terms not defined in this Section shall have the meaning ascribed to them in the text of the Agreement, including respective Schedules.

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1.2 In this Agreement, unless otherwise specified, any reference to:

- 1.2.1 a statute or statutory provision includes a reference to the statute or statutory provision as modified or re-enacted or both from time to time, and to any subordinate legislation made under it;
- 1.2.2 sections, schedules and/or parties are to sections of and schedules and/or parties to this Agreement, respectively. A document is a reference to the document as from time to time supplemented or varied;
- 1.2.3 the singular includes the plural and vice versa and the masculine includes the feminine and the neuter genders and vice versa;
- 1.2.4 a person includes natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, states, governmental or state agencies, foundations and trusts (in each case whether or not having separate legal personality);
- 1.2.5 times of the day are to London time; and
- 1.2.6 'writing' includes e-mail but excludes SMS and similar means of communication.
- 1.2.7 The contents page and headings used in this Agreement are inserted for convenience only and shall not affect the interpretation of this Agreement.
- 1.2.8 In this Agreement, any phrase introduced by the words *include, including, includes* and *such as* are to be construed as illustrative and shall not limit the sense of the words preceding those words.

2 **LICENCE**

- 2.1 Subject to the terms of this Agreement including payment of all applicable fees hereunder, the Licensor grants to the Licensee and, subject to section 3, its B2C Group Companies, a limited, non-exclusive, personal, non-transferable, non-assignable (other than as expressly set forth in the Agreement), revocable, royalty bearing licence, valid only during the Term, in the Territory:
 - 2.1.1 to use, market and promote the Software and Games as well as the related Documentation, and any and all Updates thereto, for the purpose of supplying a remote gaming service enabling End Users to play the Games, solely through Media Channels, and for the promotion of the Software and Games; and
 - 2.1.2 to grant to an unlimited number of End Users a right to access and play the Games on the Software, solely through the Licensee and B2C Group Company Media Channels, for their personal use only.
- 2.2 The Licensee shall ensure that the Software and Games are used only in accordance with their Documentation.
- 2.3 Except as expressly permitted by this Agreement or authorised in writing by the Licensor, the Licensee shall not and shall ensure the observance of these obligations by its B2C Group Companies:
 - 2.3.1 use, copy, modify, create derivative works from or distribute the Software, any of the Games, the Documentation, or any copy, adaptation, transcription, merged portion, or part thereof;
 - 2.3.2 decode, reverse engineer, disassemble, decompile or otherwise translate or convert the Software, any of the Games, the Documentation or any part thereof;
 - 2.3.3 sell, transfer, loan, lease, assign, rent the Software, any of the Games, the Documentation or any part thereof;
 - 2.3.4 incorporate, integrate or otherwise include the Licensor IP or any portion thereof into any software, program or product;

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- 2.3.5 remove or alter any trademark, logo, copyright, proprietary or similar notices, legends, symbols or labels from the Software, any of the Games, the Documentation or any copies or part thereof;
- 2.3.6 use the Software or any of the Games, in a manner other than agreed by the Parties under Section 2 of the Agreement; or
- 2.3.7 authorise, permit or assist any third party to do any of the foregoing.
- 2.4 The Licensee acknowledges and agrees that this Agreement does not grant the Licensee any other licence or right, including the right to develop or make commercially available any product or service that integrates, incorporates, or otherwise makes use of the Licensor IP or the Confidential Information.
- 2.5 In the event that the Licensor suspects fraud, hacking, abuse of the gaming application and/or money laundering, including sharing of data and details about individuals, bank accounts, credit cards and other relevant information, the Licensor may, but is not obligated to, freeze End User's requests pending investigation and take any and all further actions. This includes, without limitation, refusing End User's requests, restricting access to the End User, and forfeiting or recovering of funds, without incurring any liability towards the End User, the Licensee and/or any third party.
- 2.6 The Licensor may suspend and/or revoke the VPN connection provided to the Licensee in case of any suspicious or malicious network traffic.
- 2.7 The Licensor may, on giving notice to the Licensee, terminate or suspend the Licence with regards to any Game provided under this Agreement, where:
 - 2.7.1 an agreement with a third party that is required for Licensor to make available such Game expires, is terminated or is suspended;
 - 2.7.2 the Licensor is requested by a third party, based on the agreement with which such Game is provided to the Licensee, to terminate or suspend the agreement with the Licensee with regards to such Game;
 - 2.7.3 the Licensor has been notified or, acting reasonably, believes, that making such Game available is an infringement of, or may be likely to infringe any rights of any third party, including, without limitation to, Intellectual Property Rights;
 - 2.7.4 the Licensor has been notified by any regulatory authority it should cease making such Game available;
 - 2.7.5 the Licensor has concerns or the Licensee has acted in a manner inconsistent with the licensing objectives of the Agreement;
 - 2.7.6 the Licensor has concerns regarding any Game, any information being provided to an End User is inconsistent with contracting fairly with End Users or any End User is not being afforded appropriate social responsibility protections; or
 - 2.7.7 there is an error or a Defect with such Game.

3 **B2C GROUP COMPANIES**

- 3.1 The Licensee warrants, represents and undertakes to the Licensor that:
 - 3.1.1 it will only sublicense the Games to those of its B2C Group Companies that have obtained and maintain any and all permits, consents, regulatory licenses and authorisations necessary for the activities undertaken by the applicable B2C Group Company all in accordance with Applicable Laws and orders of all relevant Competent Authorities;
 - 3.1.2 it will ensure that its B2C Group Companies reasonably adopt a terms of use agreement, which shall regulate a relationship between the B2C Associate and each End User in respect of any Games ("**TOU**"). The TOU and any of its subsequent modifications and amendments thereto shall satisfy and comply with the requirements

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of the relevant Competent Authorities in the Territory and it will proactively manage its relations with all B2C Group Companies;

- 3.1.3 it will, where requested by the Licensor, provide all reasonably required data (including where required for Licensor to fulfill its legal and regulatory obligations to the relevant Competent Authorities in the Territory) in connection with the provision of the Games under the terms of this Agreement;
- 3.1.4 it shall procure that any B2C Group Companies acknowledges and accepts that it has no right of action against the Licensor in connection with the Games and any action it may wish to bring shall be brought against the Licensor by the Licensee as its contracting counterparty.
- 3.2 The grant by the Licensee of any sublicense to the Games to a B2C Group Company shall not relieve or excuse the Licensee of any responsibility or liability under this Agreement, nor shall the performance of Licensee's obligation be affected by such appointment.

4 **SERVICES**

Throughout the Term, the Licensor shall provide the Services to the Licensee, as set forth in Schedule 2 (*Services*).

5 **HOSTING**

The Licensor shall also provide the Licensee with the Hosting Services according to the Availability Service Level as set forth in Schedule 4 (Hosting SLA).

6 **INTEGRATION**

- 6.1 The Licensee shall perform integration with the Software in accordance with instructions and integration specifications provided by the Licensor and ensure that the Licensee's environment meets, at all times throughout the Term, these specifications and any updated specifications about which the Licensor may notify the Licensee from time to time.
- 6.2 The Licensor shall have the right to withhold permission to make the Games available to the End Users until the Licensee meets all the integration requirements provided by the Licensor. The Licensor shall also have the right to suspend the operation of this Agreement and access to the Games and/or request the Licensee to terminate provision of all or any of the Games to End Users in circumstances where the Software and/or Games have not been available to the End Users or functionality of the Software and/or Games has been impacted for more than 48 hours within a calendar month due to failure of the Licensee's equipment or hardware, or due to any reason whereby the Licensee's environment does not meet integration specifications or specifications as updated pursuant to 5.1 above. The Licensor may, in its absolute discretion, make the Software and Games available to the Licensor once it is satisfied that the Licensee has fully remedied the relevant defect or event and adequately provided for future similar occurrences.

7 **DELIVERY AND ACCEPTANCE**

- 7.1 Following the Delivery Date(s), the Licensee shall perform acceptance testing of the delivered Deliverables in the testing environment (a designated environment provided by the Licensor on an ad hoc basis and dedicated for the purpose of testing applications) in order to verify that such Deliverables substantially conform to the Documentation.
- 7.2 If within 5 (five) Business Days as of each Delivery Date the Licensee does not provide the Licensor with a written notice containing reasonable description of substantial non-conformity of the Deliverables to the Documentation, the respective Deliverables shall be deemed as

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accepted by the Licensee. In case of substantial non-conformity, the Licensor shall use reasonable efforts to remedy such non-conformity and re-deliver the respective Deliverable to the Licensee within no later than fifteen (15) Business Days of receipt of written notice, or such other period mutually agreed upon in writing by the Parties.

8 LICENSEE REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

The Licensee represents, warrants and undertakes to the Licensor as follows, to be true as of the date hereof and to be true and to fully bind the Licensee at all times during the Term:

- 8.1 it is duly incorporated and validly existing under the laws of the jurisdiction in which it is incorporated (or, if different, has its principal place of business), and is fully qualified and empowered to own its assets and carry out its business;
- 8.2 it has full power to enter into, and to exercise its rights and perform its obligations under, this Agreement, and this Agreement, when executed, will constitute the valid, lawful and binding obligations of it, enforceable against it in accordance with its terms;
- 8.3 it has obtained, and throughout the Term, shall continuously maintain, all the necessary licences, consents, approvals and/or permits under any Applicable Laws pertaining to the launching and operation of the Games and the Software, and/or any part thereof ("**Permits**"). The Licensee shall be solely responsible for obtaining and maintaining all such Permits and for ensuring that the Games, Must Win Jackpot Games and the Software, their distribution promotion and marketing and use by the End Users comply with all Applicable Laws;
- 8.4 it has complied and will continue to comply with all Applicable Laws relevant to its entering into this Agreement and performing its obligations and exercising its rights under this Agreement, including, without limitation to, in respect of its use of the Software, its promotion and licensing of the Games and the operation of its Media Channels. In no event shall the Licensor bear any liability whatsoever for any breach by the Licensee of any Applicable Laws;
- 8.5 it shall be solely responsible to ensure compliance at all times of its websites and the services offered thereon and in connection therewith, with all Applicable Laws. The Licensee will be solely responsible to determine that any country, region or territory should be designated as an additional Excluded Territory because of any laws or regulations restricting gaming or trafficking. The Licensee will request the Licensor to block any such additional Excluded Territory from the systems and services offered or operated by the Licensor under the Agreement. The Licensor will be entitled to require the Licensee to treat any territory as an Excluded Territory for the purpose hereof and to block such territory from the systems and services offered or operated by the Licensor under the Agreement and to treat it as an Excluded Territory. Upon the Licensor's request, the Licensee shall immediately discontinue to provide and distribute the Games and the Software to End-Users in specific territories as shall be indicated from time to time by the Licensor, due to, among other things, legal, regulatory or administrative requirements applicable to the Licensor;
- 8.6 it undertakes not to contract or otherwise be involved with any End User with an IP address registered in any Excluded Territory (as such may be from time to time), and not to accept or make any payment from or to such End User;
- 8.7 any corporate and other due diligence/probity material it has supplied the Licensor is true and accurate and will remain so during the Term of this Agreement, but where any such information changes, the Licensee shall promptly inform the Licensor, in any event, within ten (10) Business Days;
- 8.8 it shall promptly deliver to the Licensor any claim, demand, alert or other communication received by the Licensee from any third party, which is related to the Software and/or any of the Games (the "**Communication**"); and shall coordinate with the Licensor any response to a Communication and not respond to any Communication without the Licensor's prior written consent;
- 8.9 it shall, promptly following the execution of this Agreement, effect necessary changes if any to its current terms and conditions, privacy policies, and other policies and guidelines to give

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effect to the provisions of this Agreement;

- 8.10 it shall not, as part of the Software, make available content which is illegal, which discriminates on the grounds of race, religion, gender, sexuality or otherwise, or which depicts violence or sexual behaviour;
- 8.11 it shall not, at any time during or after the Term hereof, disparage, discredit or denigrate the Licensor, its trademarks, trade names, the Software or the Games;
- 8.12 during the Term, the Licensee shall co-operate with the Licensor in all matters relating to the Services, provide all reasonably required data and access and appoint an officer who shall have the authority to contractually bind the Licensee on matters relating to this Agreement;
- 8.13 the Licensee is, and throughout the Term shall continue to be, the sole owner of Media Channels. In addition, the Licensee shall be fully responsible for the operation and the content of any and all Media Channels, including compliance of such operation and content with any and all Applicable Laws;
- 8.14 it has sufficient and appropriate measures in place to protect children and the vulnerable and all in accordance with Applicable Laws;
- 8.15 it conducts gambling fairly and in adherence to all consumer protection requirements under all Applicable Laws;
- 8.16 it shall promptly bring to the attention of the Licensor any information it shall have regarding the improper or wrongful use of the any of the Games and/or the Software and/or the Licensor's name, logo or other Intellectual Property Rights, or any information which is or may be material to the support of the Software;
- 8.17 objects of Intellectual Property Rights used and/or provided to the Licensor by the Licensee and/or any third party acting under control or in accordance with the instructions of the Licensee in direct and/or indirect connection with this Agreement including, without limitation to, Media Channels, (i) do not infringe a copyright, trademark, patent, trade secret, privacy, publicity, or other proprietary or personal rights of any third party, (ii) do not offend taste or decency, nor are defamatory, obscene, racist, materially inaccurate, nor are so violent, sexual or abusive in nature as to be reasonably likely to cause offence, or otherwise be in breach of any Applicable Law, regulation or code of conduct or result in the Licensor being in breach of the foregoing, and/or (iii) do not contain any computer viruses, logic bombs, Trojan horses and/or any other items of software which may disrupt the proper operation of any Games, and/or (iv) do not violate nor their operation in the manner specified in this Agreement constitutes a violation and/or breach of any Applicable Laws;
- 8.18 it shall reasonably adopt a TOU which shall satisfy and comply with the requirements of the relevant gaming authorities of the respective territory;
- 8.19 as a result of the reduced Revenue Share it is paying to the Licensor in respect of the Games, it will obtain for the Licensor a credit of €160,000 (ONE HUNDRED AND SIXTY THOUSAND EUROS) to be used at any SiGMA World gaming event held during the Initial Term (the "**Credit**"). The Credit includes but is not limited to a booth, branding and title sponsorship at any such event. The Licensee further warrants that it will ensure S.G. Worldwide Media Company Limited, or the applicable entity within its Group, enters into an agreement with the Licensor regarding the Credit.

9 **LICENSOR WARRANTIES; LIMITATION ON WARRANTIES**

9.1 The Licensor warrants and represents to Licensee that:

- 9.1.1 it is duly incorporated and validly existing under the laws of the jurisdiction in which it is incorporated (or, if different, has its principal place of business), and is fully qualified and empowered to own its assets and carry out its business;
- 9.1.2 it has full power to enter into, and to exercise its rights and perform its obligations under this Agreement, and this Agreement, when executed, will constitute the valid,

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lawful and binding obligations of it, enforceable against it in accordance with its terms;

9.1.3 to the best of Licensor's knowledge, it has the right to grant to the Licensee the licence of the Software and Games set out in this Agreement;

9.1.4 the Services will be performed with reasonable skill and care, using competent and experienced staff (the "**Service Warranty**").

- 9.2 WITHOUT DEROGATING FROM THE OTHER EXCLUSION OR LIMITATION OF LIABILITY PROVISIONS IN THIS AGREEMENT, THE LICENSOR SHALL NOT BE LIABLE FOR ANY DEFECT TO THE EXTENT THEY RESULT FROM: (a) use of any of the Games and/or the Software otherwise other than in accordance with the Documentation and this Agreement; (b) any modification to any of the Games and/or of the Software not carried out or authorised in writing and in advance by the Licensor or its authorised representative; (c) failure of electric power or environmental control systems, failure of hardware, software or other products or services not supplied by Licensor, or any other matter beyond the reasonable control of the Licensor; or (d) the use of any of the Games and/or the Software in combination with any software, hardware or data that has not been supplied or expressly authorised by the Licensor where without such combination no Defect would arise.
- 9.3 The Licensor warrants and represents to the Licensee that to the best of its knowledge, the use of the Games and the Software in accordance with the terms of this Agreement and in accordance with all relevant Documentation will not infringe the copyrights or trademarks of any third party.
- 9.4 In respect of a claim of breach of warranty set out in Section 9.3 above, the Licensor may, at its sole option and expense, and provided the Licensee notified the Licensor of such claim promptly: (i) procure for the Licensee the right to continue using the Software or applicable Game; or (ii) modify the Software or applicable Game so that it is non-infringing; or (iii) procure a replacement product that has substantially the same functionality; or, if none of the above options is reasonably available, in the Licensor's sole discretion, (iv) terminate this Agreement solely insofar as it relates to the offending specific Game or offending aspect of the Software (i.e. this Agreement shall cease to apply to the specific Game or offending aspect of the Software causing the problem).
- 9.5 For the avoidance of doubt, the Licensor is not providing any warranty and does not assume any liability whatsoever under this Agreement, directly or indirectly, with respect to any asserted breach of third party rights, if such asserted breach arises from the use of the Games and/or the Software otherwise than in accordance with this Agreement and/or the Documentation.
- 9.6 Notwithstanding anything else to the contrary in this Agreement, if the Licensor's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Licensee, its agents, subcontractors, consultants or employees, or failure of the Licensee's equipment, the Licensor shall not be liable for any costs, charges or losses sustained or incurred by the Licensee that arise directly or indirectly from such prevention or delay.
- 9.7 IN THE EVENT OF COMMUNICATIONS OR SYSTEM ERRORS OCCURRING IN CONNECTION WITH THE SOFTWARE, THE LICENSOR WILL NOT BE LIABLE TO THE LICENSEE OR TO ANY THIRD PARTY FOR ANY COSTS, EXPENSES, LOSSES OR CLAIMS ARISING OR RESULTING FROM SUCH ERRORS.
- 9.8 THE LICENSOR'S ENTIRE LIABILITY AND THE LICENSEE'S SOLE REMEDY IN RESPECT OF A DEFECT AND/OR BREACH OF THE SERVICE WARRANTY ARE AS SET OUT IN THIS SECTION 9 AND SCHEDULE 2 HEREOF, TO THE EXCLUSION OF ALL OTHER REMEDIES WHETHER IN CONTRACT, TORT OR OTHERWISE AND IN PARTICULAR THE LICENSOR SHALL NOT BE LIABLE FOR ANY ERRONEOUS PAYMENTS TO END USERS AS A RESULT OF A DEFECT.
- 9.9 THE WARRANTIES AND REPRESENTATIONS SET FORTH IN THIS SECTION 9 ARE THE LICENSOR'S SOLE AND EXCLUSIVE WARRANTIES MADE BY THE LICENSOR PERTAINING TO THIS AGREEMENT, THE SOFTWARE, THE GAMES AND ANY AND ALL RIGHTS, MATERIALS, INFORMATION AND/OR SERVICES PROVIDED BY THE LICENSOR IN RELATION THERETO. TO

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THE MAXIMUM EXTENT PERMITTED BY LAW, ANY OTHER WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED AND IN PARTICULAR THE LICENSOR DOES NOT WARRANT THAT: (A) THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ANY DEFECTS IN THE SOFTWARE WILL BE CORRECTED, OR THAT THE SOFTWARE IS VIRUS-FREE; OR THAT (B) THE SOFTWARE IS OF SATISFACTORY QUALITY OR FIT FOR ANY PARTICULAR PURPOSE; OR THAT (C) THE SOFTWARE WILL MEET THE LICENSEE'S PARTICULAR REQUIREMENTS, WHETHER OR NOT THOSE REQUIREMENTS HAVE BEEN MADE KNOWN TO THE LICENSOR; OR THAT (D) USE BY THE LICENSEE OF THE SOFTWARE WITH ANY OTHER SOFTWARE, OR WITH INAPPROPRIATE HARDWARE, WILL NOT CAUSE ANY DISTURBANCE TO THE SOFTWARE OR TO SUCH OTHER SOFTWARE.

10 **BILLING AND REPORTING; FINANCIAL CONSIDERATION; ACCOUNTING**

- 10.1 The Licensee shall be responsible for and shall perform/ensure performance of the billing and collection of any and all Gross Revenues derived, directly and/or indirectly, from the operation of the Games.
- 10.2 Any relevant reports with respect to Financial Information (as defined below), shall be available in electronic form through the Licensor's web based reporting system ("**Integral Reports**").
- 10.3 The indication of time and date in Integral Reports shall be as per the UTC time zone.
- 10.4 The reports shall include the following: the financial data, which pertain to and include the activity in both the preceding month and the cumulative period ("**Financial Information**"):
 - (i) Turn-over - the total amount wagered in the Games, including per each Game;
 - (ii) Winnings payouts - the total amount won by and paid to or payable per each Game;
 - (iii) Gross Revenues - the total amount which has been paid in direct connection with the Games, including, without limitation to, the betting revenues generated per each Game, less the Winnings payouts.
- 10.5 Any and all invoicing shall be executed solely in accordance with the Integral Reports.
- 10.6 Within 3 (three) days of the end of each calendar month, the Licensee shall provide the Licensor with a detailed written report, which shall include detailed information on all gaming transactions arising from the use of the Games, which are attributed to the preceding month along with the cumulative figures and evidence for any applicable deductions, including but not limited to Bonuses. The Licensee acknowledges and accepts that it shall not be entitled to receive a deduction from Gross Revenues for the failure to provide the report to the Licensor and the Licensor reserves the right to request any additional information on the aforementioned report which shall not be unreasonably withheld by the Licensee.
- 10.7 The Licensee undertakes to provide, within five (5) business days from any request provided by the Licensor, any additional information that the Licensor may require in order to fulfil its banking disclosure requirements and/or for any other regulatory purpose.
- 10.8 Licensing fees and expenses, which shall be paid to the Licensor by the Licensee, as well as additional fees and expenses as shall be agreed separately by the Parties, shall be determined in accordance with the attached Schedule 3 ("**Fees**").
- 10.9 Within 15 (fifteen) days as of the end of each calendar month, the Licensor shall furnish the Licensee with an invoice pertaining to the preceding month, which shall be comprised of: (a) the aggregate licensing fees to which the Licensor shall be entitled; (b) the aggregate additional fees and expenses to which the Licensor shall be entitled, all based on Integral Reports and on the Licensor's records with respect to the foregoing items; and (c) any

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relevant expenses to be reimbursed to the Licensor under this Agreement ("**Invoice**"). The Licensor reserves the right to issue Invoices from another entity within its Group. All payments under this Agreement shall be made in Euros and shall be based on the exchange rate published on www.oanda.com on the last day of the preceding month.

- 10.10 The obligation of the Licensee to make full payment to the Licensor in accordance with the terms and conditions of this Agreement shall not be diminished or suspended because of the failure of B2C Group Companies to make any type of payment to the Licensee.
- 10.11 Notwithstanding the foregoing provisions of this Section 10, the Licensee shall not have the right to net off any amounts due to it by the Licensor under this Agreement against any and all fees and other payments due under this Agreement. If the Licensee wishes to net off any amount, the Licensee will provide the Licensor within 15 (fifteen) days as of the end of each calendar month with respect to which the Licensee wishes to net off amounts, with a notice regarding any such netting off of mutual outstanding amounts. The Licensor may, in its sole discretion, accept or reject such request.
- 10.12 Should the Licensee fail to make any payment in full on the due date under this Agreement, then, without limiting any of the Licensor's other rights and remedies in such event, the amount due shall carry interest at the default rate of the lesser of (i) 3% per annum above Barclays Bank plc's base lending rate from time to time, or (ii) the highest rate permitted by the Law of England and Wales, accruing on a daily basis from the due date until the date of actual full and complete payment, whether before or after judgment, and compounded monthly.
- 10.13 The Fees exclude all taxes, Value Added Tax (where applicable), withholding tax (where applicable), bank charges, duties, fees, excises and/or tariffs (the "**Taxes**") and all Taxes shall be paid by the Licensee to the extent they may apply. The Fees represent the benefit to be received by the Licensor net of any Taxes. For the purpose of this Section, if required, the Licensee will gross up the Fees, where applicable, to ensure that the Licensor receives its fees net of any Taxes. In case any deductions are automatically taken from the Fees (such as bank charges), Licensor will be entitled to claim the cost of any such deductions from the Licensee in the following month's Invoice.

11 **RECORDS; AUDIT**

- 11.1 The Licensee shall maintain complete and accurate records containing sufficient information to permit the Licensor to confirm the accuracy of reports delivered and Services provided, if such confirmation becomes needed. The Licensee shall retain such records for at least 3 (three) years following the end of the calendar year to which they pertain.
- 11.2 The Licensor may, at any time during the Term and for two (2) years thereafter, on reasonable notice to the Licensee, inspect and audit the Licensee's books, accounting records, facilities or procedures in order to verify that the Licensee's and/or any End-Users' use of any Games and/or the Software is in accordance with this Agreement and that all reports and payments have been made in compliance with the provisions of this Agreement.
- 11.3 Any inspection or audit as set forth in Section 11.2 shall be at the cost of the Licensor. However, should the Licensor discover, as a result of an audit carried out in accordance with this Section or otherwise, any material errors or omissions, or other non-compliance with the provisions of this Agreement resulting in an underpayment to the Licensor, then, without prejudice to any other rights, the Licensee agrees to immediately pay for the costs of the investigation and any relevant outstanding fees plus interest on each amount for the period from and including the date on which that amount was due and payable up to the date of actual payment, at the rate of 3% per annum above the Barclays Bank plc's base lending rate from time to time.

12 **INTELLECTUAL PROPERTY RIGHTS; IPR CLAIMS; INDEMNIFICATION**

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- 12.1 The Licensor retains ownership of all Intellectual Property Rights in and to the Software, Documentation and anything developed by the Licensor and delivered to the Licensee under this Agreement, including as a result of the Services provided under this Agreement. The Licensee agrees that it will execute any and all assignments or other documents, which are necessary to give effect to this Section 12.1.
- 12.2 The Licensor reserves any and all rights not expressly granted herein to the Licensee, including, without limitation to, any and all rights to the Source Code, modification rights, translation rights, rental rights or any other rights of the Software and the Games. Furthermore, nothing in this Agreement shall be construed to confer any rights upon the Licensee or any third party by implication, estoppel, or otherwise as to any Intellectual Property Rights of the Licensor, except as specifically stated herein.
- 12.3 The Licensee shall not, directly or indirectly: (a) attempt to invalidate any Intellectual Property Rights in the Software or the Games; (b) assert that any right, title or interest in the Software, Games, Documentation, or any part thereof belongs to it or any third party other than the Licensor; or (c) assert that the Software, Games, Documentation, or any part thereof infringes the Intellectual Property Rights of any third party.
- 12.4 The Licensee hereby acknowledges and agrees that the Licensor owns solely and exclusively, or is duly licensed to use, any and all right, title and interest in and to the Software, Games, any Updates thereto, as well as any other modification, enhancement, adaptation, translation or other change of or addition to the Software or Games, even if developed by the Licensor based on ideas, suggestions, specifications, demands or proposals by the Licensee, End Users of the Licensee, or any other third party. The Licensee irrevocably assigns to the Licensor and shall procure an identical assignment from any End Users, all right, title, and interest it has so far as they relate to copyright in software or other Intellectual Property Rights.
- 12.5 Subject to the provisions of Section 17 insofar as it applies to limit the liability of the Licensor, each of the Parties hereto agrees to indemnify, defend and hold harmless the other party and any member of such other Party's Group and their respective officers, directors, employees and agents, from and against any claim, loss, liability, damage, cost or expense (including reasonable attorney's fees and costs) incurred as the result of a third party claim against any of them, which arises out of or in connection with (a) a breach by such Party of a representation, warranty or covenant under this Agreement, or (b) subject to Section 12.6, an IPR Claim relating to the Software, or Games (if the claim is against the Licensee) or to the Licensee IP (if the claim is against the Licensor).
- 12.6 The indemnification obligations above shall be subject to the following conditions and limitations: (a) the relevant indemnified party (the "Indemnified Party") shall notify the other party (the "Indemnifying Party") promptly after the assertion of any claim, demand, complaint or other action by a third party or occurrence of any event which may give rise to indemnification hereunder; (b) the Indemnifying Party shall be entitled to assume the defence against such action or claim, in which case the Indemnified Party shall provide the Indemnifying Party with reasonable access to its records and personnel relating thereto during business hours, and shall otherwise cooperate with the Indemnifying Party in the defence or settlement thereof; (c) whether or not the Indemnifying Party has assumed the defence as aforesaid, none of the Indemnified Party or the Indemnifying Party shall settle or compromise any such action or claim without the prior written consent of the other party, in the event such compromise or settlement involves any admission of guilt or is otherwise detrimental to the goodwill of the other party; (d) if the Indemnifying Party has assumed the defence as aforesaid, the Indemnified Party shall in any event not settle or compromise any such action or claim, without the prior written consent of the Indemnifying Party.
- 12.7 The Licensor will not indemnify the Licensee if the Licensee alters the Software and/or the Games or uses it outside the scope of the permitted use, if the infringement claim could have been avoided by using an unaltered version of the Software and/or the Games which was provided to the Licensee. The Licensor will not indemnify the Licensee to the extent that an IPR Claim is based upon any information, design, specification, instruction, software, data, or Software and/or the Games as applicable not furnished by the Licensor. The Licensor will not indemnify the Licensee to the extent that an IPR Claim is based upon the combination of the

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Software and/or the Games with any products, hardware or services not provided by the Licensor, provided that the Software and/or the Games, standing alone, would not otherwise give rise to the IPR Claim.

- 12.8 This Section states each Party's sole and exclusive remedy and the other Party's entire liability in respect of any IPR Claim to the exclusion of all other remedies whether in contract, tort or otherwise.

13 **CONFIDENTIALITY**

- 13.1 Each Party shall both during this Agreement and thereafter:

13.1.1 keep all Confidential Information disclosed to it by the other Party strictly confidential;

13.1.2 not disclose any such disclosed Confidential Information to a third party, other than to its employees and officers on a need to know basis for the performance of that Party's obligations under this Agreement, and only then provided that the relevant Party shall ensure that each such employee or officer shall keep such Confidential Information confidential and shall not use any of it for any purpose or disclose it to any person, firm or company other than those for which or to whom that Party may lawfully use or disclose it under this Agreement; and

13.1.3 use Confidential Information disclosed to it only in connection with the proper performance of this Agreement.

- 13.2 Section 13.1 above shall not apply to any Confidential Information to the extent that it:

13.2.1 comes within the public domain other than through breach of Section 13.1 above;

13.2.2 is required or requested to be divulged by any Competent Authority to which either Party is subject, wherever situated;

13.2.3 is known to the receiving party before the disclosure to it, as can be proven by written evidence; or

13.2.4 is disclosed with the other Party's prior written approval to the disclosure.

- 13.3 This Section shall continue in force after the expiry or termination of this Agreement, whatever the reason for termination, without limitation of time.

- 13.4 Upon the termination of the Agreement, or at a Party's request, the other Party shall deliver all files, documents, computer programs and other media received (and all copies and reproductions of any of the foregoing) to the extent that the same contain Confidential Information and shall, so far as reasonably practicable, permanently erase any Confidential Information from any computer, word processor or other device containing, comprising or including Confidential Information. Upon the request of a Party, the other Party shall certify in writing that it, and each of its representatives to whom Confidential Information has been provided, has complied with foregoing provisions.

14 **TERM AND TERMINATION**

- 14.1 The term of this Agreement shall be for an initial period of two (2) years from the Launch Date of the first Game (the "**Initial Term**"). The Parties shall agree by written notice of their intention to renew this Agreement and on what terms at least sixty (60) days prior to the end of the then current term (the Initial Term together with all renewal terms shall be referred to as the "**Term**").

- 14.2 Either Party may terminate this Agreement with immediate effect by giving written notice to the other Party if the other Party:

14.2.1 has committed a breach of this Agreement including in the case of the Licensee its B2C Group Companies and, if such breach is capable of remedy, has failed to remedy the breach within thirty (30) days after receiving notice from the terminating Party

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specifying the breach and requiring the breach to be remedied. For the purposes of this Section, a breach shall be considered capable of remedy if the defaulting Party can comply with the provision in question in all respects other than time of performance (provided that time of performance is not of the essence);

- 14.2.2 ceases, or threatens to cease, to carry on the whole or a substantial part of its business;
 - 14.2.3 becomes unable to pay its debts as and when they fall due, makes an arrangement or composition with its creditors;
 - 14.2.4 is the subject of the commencement of any bankruptcy proceedings, the passing of a resolution for its winding up, the giving of a notice of appointment or intention to appoint an administrator or liquidator (which is not dismissed, withdrawn or set aside within fourteen (14) days of presentation); or
 - 14.2.5 has an administrator, an administrative receiver or trustee appointed over all or any of its assets.
- 14.3 In addition, the Licensor may terminate this Agreement with immediate effect in the following cases:
- 14.3.1 if the Licensee breaches the terms of payment for more than fifteen (15) days in succession or in the aggregate;
 - 14.3.2 any change of control of the Licensee or the Licensee's Group to a competitor (defined, for the purposes of this Section, as an entity in the gaming industry), unless the Licensor has consented thereto in writing prior to such change provided by this Section;
 - 14.3.3 a Competent Authority threatens or investigates regulatory enforcement proceedings or actions against the Licensor (or third party, based on agreement with which any of the Games are provided to the Licensee) as a result of the Licensee's activity and/or this Agreement; or if a Competent Authority orders, notifies or recommends that the Licensor (or third party, based on agreement with which any of the Games are provided to the Licensee) should prevent the Licensee from using the Software; or otherwise if the continuation of this Agreement will have a detrimental impact on the Licensor and/or any members of its Group to be qualified for or to hold or maintain any licence, permit or approval granted or to be granted anywhere in the world;
 - 14.3.4 expiration or termination of the Licensor's agreement(s) with a third party supplier that is essential for the provision of the Software;
- 14.4 The Licensor has the right to terminate the Agreement, for any reason or for no reason, with 90 (ninety) days prior written notification to the Licensee.
- 14.5 As an alternative to exercising (and without prejudice to) any termination right hereunder, the Licensor may, in its absolute discretion, opt to suspend the operation of this Agreement in whole or part on terms to be notified to the Licensee. The Licensor shall reverse this process and make the Software operative again once it is satisfied that the Licensee has remedied the relevant breach or event.

15 **EFFECT OF TERMINATION**

- 15.1 Promptly upon expiry or termination of this Agreement, for any reason whatsoever, the Licensee shall cease all use of the Software and any part thereof, and of the Games, and shall return or, at the Licensor's option, destroy all copies of Confidential Information, the Games and the Software (including any Documentation) in its possession or control, and provide the Licensor with a certificate signed by an officer of the Licensee attesting thereto.
- 15.2 The expiry or termination of this Agreement for any reason shall not affect:
 - 15.2.1 any rights, obligations and/or liabilities accrued before the date of termination or expiry; or

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15.2.2 any rights, obligations and/or liabilities expressed to continue in force after and despite expiry or termination.

15.3 The obligations under Sections 11-12, 15-17, 26-28, 30-33 and 36 shall survive the expiration or termination of this Agreement for any reason, without limitation of time.

16 **RESTRICTIVE PROVISIONS**

15.1. During the Term and during a period of twelve (12) months after its expiration or termination for any reason whatsoever, the Licensee shall not, directly or indirectly, either alone or through any members of its Group (or any of their employees, agents, advisers and any person acting on their behalf): solicit, interfere with, entice away from the Licensor or any members of the Licensor's Group, offer, hire or engage any director, employee, consultant, independent contractor, agent or any other individual or entity with whom the Licensor and/or any members of its Group have (or has at any time within the six (6) month period immediately prior thereto) any contractual relationship (or seek to do any of those things) and/or offer to employ or aid or assist in or procure the employment by any other person of any such person and/or encourage any such person to terminate such employment or other relationship with the Licensor or any members of its Group.

17 **LIMITATION OF LIABILITY**

16.1 Nothing in this Agreement shall limit or exclude the liability of either Party to the other in respect of:

17.1.1 fraud;

17.1.2 death or injury to persons caused by negligence;

17.1.3 any other liability which cannot by law be limited or excluded;

17.1.4 the Licensee's obligation to pay any Fees; and

17.1.5 the Licensee's breach of the obligations set out in Section 2 (*Licence*) and Section 12 (*Confidentiality*);

17.2 NEITHER OF THE PARTIES SHALL BE LIABLE TO THE OTHER PARTY FOR ANY OF THE FOLLOWING TYPES OF LOSS OR DAMAGE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE OR IF SUCH LOSS OR DAMAGE WAS REASONABLY FORESEEN:

17.2.1 INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND;

17.2.2 LOSS OF BUSINESS, PROFITS, REVENUE, CONTRACTS OR ANTICIPATED SAVINGS;
OR

17.2.3 LOSS OR DAMAGE ARISING FROM LOSS, DAMAGE OR CORRUPTION OF ANY DATA, INCLUDING BUT NOT LIMITED TO DATA OF THE LICENSEE STORED BY THE LICENSOR.

17.3 THE MAXIMUM AGGREGATE LIABILITY OF THE LICENSOR FOR ANY LIABILITY ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, HOWSOEVER ARISING (INCLUDING BY WAY OF CONTRACT AND/OR UNDER AN INDEMNITY) IN TORT (INCLUDING NEGLIGENCE OR ANY OTHER THEORY OF LAW), SHALL BE LIMITED TO THE LOWER OF: FIFTY THOUSAND US DOLLARS (USD 50,000) OR AN AMOUNT EQUIVALENT TO THE FEES OF THE PRECEDING SIX (6) MONTHS.

17.4 The provisions of this Agreement allocate the risks between the Licensor and Licensee, and the Licensee agrees and acknowledges that the Licensor's pricing reflects this allocation of risk and the limitation of liability specified herein.

18 **DATA PROTECTION**

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Each Party undertakes and agrees that it will comply with all applicable data protection legislation in the handling of personal data and shall at all times comply with the provisions of the Data Processing Agreement as set out in Annex 1.

19 **NOTICES**

- 19.1 Notices between the Parties relating to this Agreement must be in writing and must be delivered personally or sent by prepaid first class post or pre-paid air mail post to the address set out in Section 19.2 of this Agreement or to the e-mail address set out in Section 19.2. Alternative details may be notified by a Party for the purposes of this Section.
- 19.2 Notices shall be treated as received as follows: if delivered by hand, when delivered; if sent by first class post, 48 hours after posting; if sent by air mail post, 72 hours after posting; if sent to e-mail, then the day of sending, unless within 2 (two) business days the sending Party receives the notice that the e-mail delivery has failed. Any notices that would be treated as received out of Business Hours shall be deemed given on the next Business Day. Any notices that would be treated as received on non-working day shall be deemed received on the following Business Day.

Licensors

Address : Madison Buildings, Midtown,
Queensway, Gibraltar, GX11
1AA

E-mail: legal@skywindgroup.com

License

Address: Abraham de Veerstraat 9
Curaçao

E-mail: teodora@wikimediagroup.com

20 **ASSIGNMENT; SUBCONTRACTING**

- 20.1 Except as expressly set out below neither Party shall assign, transfer, charge, create a trust over or otherwise dispose of its rights and/or obligations under this Agreement (or purport to do so) without the other Party's prior written consent.
- 20.2 The Licensors may assign or transfer its rights and obligations under this Agreement to any member of the Licensors' Group or any purchaser of the rights to the Software, the Licensors' business in relation to the Software, or of the Licensors itself. The Licensors shall have the right to subcontract the provision of any of the Services specified in this Agreement.

21 **ENTIRE AGREEMENT**

- 21.1 This Agreement together with the documents referred to in it, all Schedules and any addendums represent the entire terms agreed between the Parties in relation to its subject matter and supersedes and extinguishes any prior drafts, and all previous contracts, arrangements, representations, warranties of any nature whether or not in writing between the Parties relating to its subject matter.
- 21.2 Each Party acknowledges and agrees that in entering into this Agreement on the terms set out in this Agreement:
- 21.2.1 it is not relying upon (and shall have no remedy in respect of) any statement,

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representation, warranty, promise or assurance made or given by any other Party or any other person (whether negligently or innocently made), whether or not in writing, at any time prior to the execution of this Agreement, which is not expressly set out in this Agreement; and

21.2.2 its only remedy in respect of any untrue statement, representation, warranty, promise or assurance expressly set out in this Agreement shall be for breach of contract.

22 **AMENDMENTS**

A purported variation of this Agreement is not effective unless in writing signed by or on behalf of each of the Parties.

23 **FORCE MAJEURE**

A Party who becomes aware of any event which is beyond the reasonable control of such Party, including, without limitation, war, terror events, new legislation which is applicable to any of the terms of this Agreement, strikes, riots and natural disasters force majeure event which gives rise to, or which is likely to give rise to, any failure or delay in performing its obligations under this Agreement (each of the above, a "**Force Majeure Event**"), shall forthwith notify the other and shall inform the other of the period for which it is estimated that such failure or delay will continue. The affected Party shall take reasonable steps to mitigate the effect of the Force Majeure Event and shall be entitled to a reasonable extension of the time for performing such obligations. Subject to due compliance with the foregoing, neither Party shall be liable to the other for any delay or non-performance of its obligations under this Agreement arising from the occurrence of a Force Majeure Event.

24 **CONFLICTS**

24.1 In the event of any conflict or inconsistency between this Agreement and Branded Agreements (with respect to the specific Branded Game), the provisions of the respective Branded Agreement shall prevail.

24.2 In the event of any conflict or inconsistency between this Agreement (excluding the Schedules) and any of the Schedules, the provisions of this Agreement (excluding the Schedules) shall prevail.

24.3 This Agreement is drawn up in the English language. If this Agreement is translated into another language, the English language text shall in any event prevail.

25 **RELATIONSHIP OF THE PARTIES**

Nothing in this Agreement and no action taken by the Parties pursuant to this Agreement shall be construed as creating a partnership or joint venture of any kind between the Parties or as constituting either Party as the agent of the other Party for any purpose whatsoever. No Party shall have the authority to bind the other Party or to contract in the name of or create a liability against the other Party in any way or for any purpose.

26 **REMEDIES NOT EXCLUSIVE**

Except as expressly provided under this Agreement, the rights and remedies contained in this Agreement are cumulative and are not exclusive of any other rights or remedies provided by law or otherwise.

27 **No WAIVER**

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- 27.1 A failure or delay by either Party to exercise any right or remedy under this Agreement shall not be construed or operate as a waiver of that right or remedy, nor shall any single or partial exercise of any right or remedy preclude the further exercise of that right or remedy.
- 27.2 A waiver by either Party of any breach of or default under this Agreement shall not be considered a waiver of a preceding or subsequent breach or default.
- 27.3 A purported waiver or release under this Agreement is not effective unless it is a specific authorised written waiver or release.

28 **SEVERANCE**

- 28.1 Each of the provisions contained in this Agreement shall be construed as independent of every other such provision, so that if any provision of this Agreement shall be determined by any Competent Authority to be illegal, invalid and/or unenforceable then such determination shall not affect any other provision of this Agreement, all of which other provisions shall remain in full force and effect (subject to Section 28.2 of the Agreement).
- 28.2 If any provision of this Agreement shall be determined to be illegal, invalid and/or unenforceable, but would be legal, valid and enforceable if amended, the Parties shall consult together in good faith and agree the scope and extent of any modification or amendment necessary to render the provision legal, valid and enforceable and so as to give effect as much as possible to the intention of the Parties as recorded in this Agreement.

29 **COUNTERPARTS**

This Agreement may be executed in any number of counterparts but shall not be effective until each Party has executed at least one counterpart. Each counterpart when executed shall be an original, but all the counterparts together shall constitute one document.

30 **FURTHER ASSURANCE**

Each Party will at the request and expense of the other Party execute any document and do anything reasonably necessary to implement this Agreement and use all reasonable endeavours to procure that a third party executes any deed or document and does anything reasonably necessary to implement this Agreement.

31 **ANNOUNCEMENTS**

Save as required by law, existing contractual obligations or any applicable regulatory authority or government body to which either Party is subject (wherever situated), including stock exchange regulations and guidelines, no Party shall make any public announcement, issue any press release or make any form of statement to the public about this Agreement or any ancillary matter without the prior written consent of the other Party, which shall not be unreasonably withheld or delayed.

32 **COSTS**

Save as otherwise stated in this Agreement, each Party shall bear its own costs in relation to the negotiation, preparation, execution and carrying into effect of this Agreement.

33 **THIRD PARTIES**

Neither Party intends that any term of this Agreement shall be enforceable by virtue of the UK Contracts (Rights of Third Parties) Act 1999 by any person who is not a Party to this Agreement.

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34 PREVENTION OF MONEY LAUNDERING AND COUNTER-TERRORIST FINANCING; ANTI-BRIBERY AND ANTI-CORRUPTION

- 34.1 Licensee warrants that it is aware of, and during the Term shall strictly comply with, any and all requirements under Applicable Law for the prevention of money laundering and counter-terrorist financing.
- 34.2 In the performance of their obligations under this Agreement, the Parties (including their officers, directors, employees and sub-contractors) shall:
- a) comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption, including (but not limited to) the Bribery Act 2010; and
 - b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2, 6 and 7 of the Bribery Act 2010 regardless of whether such activity, practice or conduct was carried out in the UK.
- 34.3 Each Party warrants as follows (and for the purposes of this section, "Associated Person" shall mean any person (including an officer, director, employee, consultant or sub-contractor) who performs services for or on behalf of the respective party):
- a) each Party will not engage in any activity, practice or conduct which would constitute an offence under any anti-corruption law or regulation; and
 - b) no Associated Person is either a government official or is owned or controlled, directly or indirectly, by any government or government official.
- 34.4 Each Party shall notify the other Party immediately if at any time any of the warranties it gives in this section 34 cease to be true and correct.

35 MODERN SLAVERY

Both parties undertake that in performing their respective obligations under this Agreement, they shall comply and shall ensure that each of their respective subcontractors shall comply with all applicable laws, statutes, regulations and codes from time to time in force relating to the prevention of slavery and human trafficking including but not limited to the Modern Slavery Act 2015.

36 GOVERNING LAW & JURISDICTION

- 36.1 This Agreement and all rights and obligations in relation to this Agreement shall be governed by and construed in accordance with the Laws of England and Wales. The Courts of London shall have exclusive jurisdiction to hear any dispute between the Parties related to this Agreement.
- 36.2 Each Party irrevocably waives any objection, which it may now or later have to proceedings being brought in the English courts (on the grounds that the English courts are not a convenient forum or otherwise).
- 36.3 Nothing in this Agreement shall prevent the Licensor from applying to the courts of any other country for injunctive or other interim relief.

This Agreement has been entered into on the date stated at the beginning of this Agreement.

Signed by

Teodora Babic

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Hilary Stewart-Jones

Name: Hilary Stewart-Jones
CEO

Official position: _____

On behalf of: **Skywind Holdings Limited**

Signed by

Teodora Babic

Name: *Operations and Partnership Manager*

Official position:

Acting by virtue of
(document confirming
the authority to sign): **Sheng-Feng Wu**
for Geeker Technology BV, authorized by power of attorney

On behalf of: 

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Schedule 1

PROGRESSIVE JACKPOT GAMES NETWORK SERVICES

1. Progressive Jackpot Games Management *

- 1.1. End Users shall be entitled to participate in the Progressive Jackpot Games as long as the Progressive Balance is a positive number amount and is in excess of its marginal Progressive Contribution (for example only, if the Progressive Balance indicates 3 and the last player's Progressive Contribution is 4, then the remainder is a negative amount and the Licensee must top up the Progressive Balance in order for this transaction to be executed). Such top up amount shall be as reasonably advised by the Licensor taking into account historical and expected play of the Progressive Jackpot Games by the End Users. The Licensee shall monitor its level of progressive spending on an ongoing basis to ensure that the Progressive Balance amount shall not fall below the amount set out in Section 1.2 below.
- 1.2. The Licensee shall transfer to the Licensor the Initial Progressive Deposit in an amount as set forth in Schedule 3 of the Agreement. Should the Progressive Balance equal zero or a negative amount, then the Licensor shall be entitled, but not obligated to immediately suspend and/or terminate all End Users from participating in the Progressive Jackpot Games.
- 1.3. The Licensor shall monitor at all times the Progressive Balance as per End Users' proportionate participation in the Progressive Jackpot Games and shall further supervise and manage the ongoing operation of the online progressive jackpot network and its Progressive Jackpot within such network.
- 1.4. In particular and without limitation to Section 1.3 above, the Licensor shall use all reasonable endeavours to track events in such online progressive jackpot network and to trace and eliminate any fraudulent occurrences whether by operators or their end-users, and shall forthwith notify the Licensee of any actual or attempted fraudulent occurrence in relation to the online progressive jackpot network of which the Licensor may become aware.
- 1.5. The Licensee undertakes that it shall be responsible to pay, in a single lump sum payment (i.e., not in installments or under any other form of payment scheme), the Progressive Winnings to any of the End Users who shall be entitled to receive such payment upon winning ("**Relevant Jackpot Winnings**"):
 - 1.5.1. in respect of Relevant Jackpot Winnings of more than €50,000 following completion of the Licensee's own verification exercise and following the transfer by the Licensor to the Licensee of the Relevant Jackpot Winnings, unless the Licensor informs the Licensee of a different amount;
 - 1.5.2. in respect of Relevant Jackpot Winnings of less than €50,000 on completion of the Licensee's own verification exercise.
- 1.6. The Licensor undertakes that:
 - 1.6.1. in respect of Relevant Jackpot Winnings of more than €50,000, it shall transfer to the Licensee the Relevant Jackpot Winnings no later than 14 days following the completion of the verification exercise by the Licensor that such sums are due;
 - 1.6.2. in respect of Relevant Jackpot Winnings of less than €50,000, it shall pay to the Licensee, on or before the same date that the Fees are due and payable, the Relevant Jackpot Winnings.
- 1.7. The Licensor, at its sole discretion, can increase amounts stipulated in Section 1.6. above together with a respective increase of the amounts stipulated in Section 1.5.
- 1.8. If the Licensee or Licensor is required to pay any money to the other (e.g. the Licensee to increase its Progressive Balance according to the provisions set out in Section 1.1 above or the Licensor to pay Relevant Jackpot Winnings according to the provisions set out in Section 1.6 above), the paying party shall promptly send the required amount by way of: (i) a wire transfer to a designated account which shall be provided by the receiving party or (ii) any other payment transfer method at the receiving party's discretion. Only upon receipt of

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confirmation from the bank that a wire transfer was accepted or other payment method resulted in the receiving party receiving the amounts concerned shall the relevant payment be deemed to be made under this Agreement.

2. Progressive Jackpot Games

- 2.1. The Progressive Jackpot Games may not be available in all territories, languages and/or currencies and may be updated by the Licensor from time to time. For the avoidance of doubt, unless the Licensor agrees in writing, the End User shall not be entitled to participate in any Progressive Jackpot Game, which is also a Branded Game.
- 2.2. All requirements and specifications for participation in each Progressive Jackpot Game will be provided to the Licensee within relevant Documentation and may be updated by the Licensor from time to time.
- 2.3. In the event the Licensee uses Local Jackpot games instead of Progressive Jackpot Games, the Licensee shall be solely responsible for the collection of Local Jackpot Contributions, payment of seed amounts and payments of Local Jackpot Winnings. The Licensor shall have no liability or obligations in respect of Local Jackpot games.

3. Must Win Jackpot Games

- 3.1. The Licensee shall be solely responsible for the financing and payments of winnings in respect of Must Win Jackpot Games. The Licensor shall have no liability or obligations in respect of Must Win Jackpot Games.

*If applicable and if permitted in accordance with Applicable Law and with the regulations of the Competent Authority.

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Schedule 2 – Services

11 TRANSLATION, CUSTOMISATION, RE-BRANDING AND MODIFICATION SERVICES

Translation:

The Games are provided in English and other available languages, as may be updated by the Licensor from time to time.

Modifications:

Any additional customisation work or any modifications requested by the Licensee, as well as their pricing, shall be separately agreed by the Parties.

12 UPDATES

12.1 The Licensor may provide Updates to the Licensee.

13 SUPPORT SERVICES

13.1 The Licensor shall provide the Licensee with the support services as further described below in this Section 3.

13.2 The Licensee will be fully responsible for providing Licensee Level 1 Support to End Users. Errors pertaining to the Games in accordance with this Agreement, not resolved by the Licensee's properly trained and qualified personnel of Licensee Level 1 Support, after good faith efforts, should be escalated to Licensee Level 2 Support personnel.

13.3 Defects, which are not resolved by Licensee Level 1 Support and Licensee Level 2 Support personnel after good faith efforts, should be escalated to the Licensor, which shall in no event provide support directly to End Users.

13.4 The Licensor shall use its reasonable commercial efforts to correct any Defects reported by the Licensee in the shortest time possible according to the Licensor's internal prioritisation.

13.5 Support technicians, on alert, providing Licensor Level 3 Support shall be accessible by telephone, issue tracking management and email on a 24 hours per day, 7 days per week basis.

13.6 The Licensor's client support communication channels: (i) the Licensee may send an email to support@skywindgroup.com; (ii) details relating to the applicable issue will be uploaded and updated in the issue tracking system.

14 ACCOUNT MANAGEMENT

The Licensor shall provide the Licensee with account management services by means of appointment of a dedicated account manager following the Launch Date. The dedicated account manager shall provide on-going assistance to the Licensee in respect of the Software, the Games and Services as may be required, subject to the terms of this Agreement.

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Schedule 3 - Fees

1 FEES:

In consideration of the grant of Licence under this Agreement, the Licensee shall pay to the Licensor the following:

- 1.1 **Setup Fee** shall be waived;
- 1.2 **Revenue Share** for Software and Games shall be 5% from Gross Revenues. The Licensee will be entitled to a rebate of 1% of Gross Revenues which will be paid by the Licensor in arrears following receipt of an invoice duly issued by the Licensee to the Licensor in respect thereof.
- 1.3 **Monthly Minimum Fees** shall be waived.
- 1.4 **Initial Progressive Deposit** shall be €5,000, which shall be paid before any Progressive Jackpot Game is made available to the Licensee.

2 ADDITIONAL SERVICES

- 2.1 The fees for translation of Games to currently unavailable languages, localisation and other additional services, if any, shall be separately agreed by the Parties.

3 PAYMENT SCHEDULE

3.1 Monthly payments

3.1.1 Revenue Share.

The Revenue Share shall be calculated monthly based on actual amounts of Gross Revenues for the respective month.

Revenue share and/or Monthly Minimum Fees shall be paid within 10 (ten) business days after receipt by the Licensee of the Integral Report for the respective month.

- 3.1.2 **Reimbursements and Expenses** shall be paid within 7 (seven) business days as of the end of each respective calendar month during which any such respective expenses have been incurred.

- 3.1.3 **Additional fees** – subject to separate agreement.

4 REIMBURSEMENTS & EXPENSES:

- 4.1 The Licensee shall promptly and unconditionally reimburse the Licensor for:
 - 4.1.1 all reasonable travel, accommodation and subsistence expenses incurred by or on behalf of the Licensor, which are agreed in advance in writing with the Licensee;
 - 4.1.2 additional equipment and software which is out of scope set forth by this Agreement;
 - 4.1.3 any governmental charges and/or levies, testing facilities, compensation for third party work done specifically for the Licensee's needs or on behalf of the Licensee;
 - 4.1.4 any third party certification or certificates with regard to the software or jurisdictions made to the Licensee's designated Media Channels or data.

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Schedule 4 - Hosting SLA

1 HOSTING SERVICES

The Licensee shall acquire from the Licensor Games hosting services. These services ("**Hosting Services**") shall be subject to the conditions below.

- 1.1 The hosting Availability Service Level shall be 98% calculated on the last 12 calendar months basis. In addition to the exclusions in case of Force Majeure as defined in Section 23 of the Agreement, the Licensee acknowledges and agrees that the Licensor shall not be responsible for failure to comply with the aforementioned in case of lack of communications (Internet connection, telephone) general power supply, as well as failure of systems which are not controlled by the Licensor.
- 1.2 The Licensor does not provide any warranties as per the quality and speed of the Internet connection provided by various Internet service providers.
- 1.3 The Hosting Services shall include hosting of server-side components of Software for real players with a hosting provider chosen by the Licensor.

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Schedule 5 – Branded Games Agreement

1. DEFINITIONS

- 1.1 **"Applicable Laws"** has the meaning ascribed to it in the License Agreement and shall include the laws or regulations of the United States and European Union prohibiting or restricting trade or business with any country, region, entity or individuals, and laws or regulations of the United States restricting or regulating transfers of technology (including but not limited to Crimea – Region of Ukraine, Cuba, Iran, North Korea, Sudan and Syria) at any time during the Term (**"Embargoed Trade"**). It is the Licensee's responsibility to monitor such embargo notices.
- 1.2 **"Free-to-Play"** means a game that is offered for free or for virtual currency (e.g. Facebook credits) with the ability to purchase virtual currency via in-app purchases (IAP), but which (a) is not a gaming (i.e. regulated gambling product) and (b) prohibits any real money wagering, winnings or withdrawals.
- 1.3 **"IPR Holder"** means (i) CBS Consumer Products Inc. in respect of the CSI and Star Trek (**"CBS Branded Games"**); (ii) Carnival Film & Television Limited in respect of Downton Abbey and The Last Kingdom (**"NBCU Branded Games"**); (iii) MGM Interactive Inc. in respect of The Magnificent Seven and Bloodsport (**"MGM Branded Games"**); (iv) Lothar Matthäus in respect of Lothar Matthäus (**"Lothar Matthäus Branded Game"**); and (v) Production y Distribucion de Contenidos Audiovisuales Mediterraneo S.L.U. and Plano a Plano Productoa de Cine y Television S.L in respect of El Principe (**"El Principe Branded Games"**).
- 1.4 **"Licensed Property"** means the IPR Holder-approved titles, artwork, visual representations, designs, logos, graphics, fonts, images, prints, likenesses and names of cleared characters, plots, settings, title treatment, footage, voice clips, music (where applicable), dialogues, characterisations, themes, storylines and other associated elements as they appear in the following: (i) the television series entitled "CSI: Crime Scene Investigation" (**"CSI"**); (ii) the television series entitled "Star Trek: The Next Generation" (**"Star Trek"**); (iii) the television series entitled "Downton Abbey" (**"Downton Abbey"**); (iv) the television series entitled "The Last Kingdom" (**"The Last Kingdom"**); (v) the motion picture entitled "The Magnificent Seven" (2016) (**"The Magnificent Seven"**); (vi) the motion picture entitled "BLOODSPORT" (1988) (**"Bloodsport"**); (vii) former footballer Lothar Matthäus (**"Lothar Matthäus"**); and (viii) the television series entitled "El Principe" (**"El Principe"**).
- 1.5 **"Term"** means the term of this Schedule, as specified in clause 4 below.
- 1.6 **"Territory"** has the meaning ascribed to it in the License Agreement but for the purposes of this Schedule, excludes any jurisdictions where wagering for money games are prohibited by law or similar governing order and specifically excluding Embargoed Trade. For the avoidance of doubt, a country that has in effect at any time during the Term, legal or regulatory restrictions affecting the right of financial institutions (including credit card issuers) to accept or process online gaming charges, shall be deemed an Excluded Territory.

2. DISTRIBUTION CHANNELS

- 2.1 Free-to-Play versions are expressly excluded from the Media Channels.

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- 2.2 Licensee may not directly sell or distribute the Branded Games door to door or via direct mail order response, in or to any store selling to the public in so-called "outlet malls" or similar markets, via television broadcast or television electronic communications media (including, without limitation, the following transmission methods for television: broadcast transmission, cable television, direct broadcast satellite, fiber-optic or wire pathway, microwave transmission, telephone line or any other means now known or hereafter devised).
- 2.3 In no event shall Licensee allow: (i) any Branded Game to be distributed or made available to consumers live and "in person" as and/or via a physical product (e.g. in a brick and mortar casino or other establishment); (ii) any Branded Game be distributed or made available to consumers as a standalone game, application and/or URL; (iii) any Branded Game be distributed or made available to consumers within, as part of and/or otherwise in connection with, any game or application other than the applicable Media Channel.
- 2.4 Licensee shall not distribute or otherwise make available the Branded Games without charge, on any so-called "barter" basis, as a giveaway, as a premium of any kind or as a prize or attraction as part of any fund-raiser, contest or lottery, or distribute free samples thereof without Licensor's prior written approval in each instance, which approval shall be given or withheld in Licensor's sole discretion.

3. UNDERTAKINGS OF LICENSEE

- 3.1 Licensee hereby undertakes and warrants that: (i) it shall obtain and maintain for the duration of the Term, all required gaming licenses, permits, necessary approvals and consents for the use, distribution, promotion and marketing of the Branded Games from all applicable governmental regulatory agencies in the applicable gaming jurisdictions and shall provide the IPR Holder with a copy of the certificates of such operating licenses if required, (ii) any exploitation of the Branded Games shall be in strict compliance with all Applicable Laws, regulations and game industry standards, (iii) it shall use industry standard geo-filtering technologies (utilising an end user's IP address or any other technologies which identify the end user's location via mobile number, SIM card and/or network origination when played on a mobile device) and any other form of identification that may be available to the Licensee but including at a minimum, (a) IP country of origin, (b) the credit card billing address when a credit card is the applicable payment method, or (c) the billing address when another form of payment is the applicable payment method (e.g. "e-wallet or wire transfer") to prevent exploitation of (or consumer access to) Branded Games in any Excluded Territory or outside of the Territory, and (iv) the applicable "terms of use" shall explicitly state that the Branded Games (and any promotions or related offers) are not available to consumers outside of the Territory (e.g. "void where prohibited").
- 3.2 Licensee hereby undertakes and warrants that: (i) it shall not, directly or indirectly use gifts or favours to influence government officials or customs agents or employ physical disciplinary practices on employees; (ii) the Promotional Materials shall not be produced in any so-called "sweat shops" or under any other abusive conditions and shall be created and exploited in compliance with all Applicable Laws, including but not limited to, applicable labour, health, safety and related laws; and (iii) subject to applicable social responsibility requirements associated with the online and mobile gambling industry pursuant to laws in certain jurisdictions within the Territory (e.g. limits on deposit amounts or the amount of game play that may take place in any given time period) which are designed to protect end users, Licensee shall use reasonable commercial efforts to procure a high volume of real-money play of the Branded Games.

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- 3.3 In the event that Licensee uses a version of the Star Trek CBS Branded Game which incorporate the original soundtrack of the Licensed Property, it shall be responsible for obtaining and paying for, and Licensee undertakes to obtain and pay for any and all licenses, consents and permissions which are required from rights owners or music collecting societies (or other applicable persons or authorities or unions) in the Territory, and to make all necessary returns, in relation to the broadcast, transmission, communication to the public, public performance and or any other form of exploitation of the musical works (including lyrics) and sound recordings (including performers whose performances are embodied on the sound recordings) contained in the Star Trek CBS Branded Game, other than in relation to the synchronisation of the musical works (including lyrics) with and the dubbing of the master recordings into the Star Trek CBS Branded Game.
- 3.4 If any Media Channel contains any game similar to the MGM Branded Games that includes the intellectual property of a brand of a film, television or other entertainment based property that is likely to cause confusion as to the source of, sponsorship relating to or affiliation with the Licensed Property relating to The Magnificent Seven or Bloodsport ("**Competitor Brand**"), Licensee shall not do or permit anything that (i) implies that the The Magnificent Seven or Bloodsport Licensed Property is inferior to the Competitor Brand, or (ii) implies that the The Magnificent Seven or Bloodsport Licensed Property and the Competitor Brand are associated in any way other than the fact that they appear within similar games contained in such Media Channel (eg the MGM Branded Games and a game containing the intellectual property of a Competitor Brand may appear next to each other, or may appear in a "Western film" or "Martial Arts film" section as applicable of such Media Channel, but may not be pitted against each other (eg the MGM Branded Game(s) vs. the Competitor Brand).
- 3.5 Licensee shall distribute the Branded Games outright at a competitive price and not on approval, consignment or any similar basis.
- 3.6 Licensee shall not cause or allow any liens or encumbrances to be placed against or grant any security interest in the Branded Games or the Licensor or IPR Holder's property.
- 3.7 Licensee shall prominently post and comply with the provisions of its privacy policy relating to the collection, handling and use of all personally identifiable information provided by end users of the Branded Games, which policy shall comply with all Applicable Laws and be consistent with industry standards.
- 3.8 Licensee will: (i) conduct business in a manner that reflects favourably at all times on the Branded Games and the good name, goodwill and reputation of the IPR Holder and/or the Licensor; (ii) avoid deceptive, misleading or unethical practices that are or might be detrimental to the IPR Holder, the Licensor, the Branded Games or the public, including but not limited to, disparagement of the IPR Holder or the Licensor or the Branded Games; (iii) make no false or misleading representations with regard to the IPR Holder or the Licensor or the Branded Games; (iv) not knowingly publish or employ or cooperate in the publication or employment of any misleading or deceptive advertising material; (v) make no representations, warranties or guarantees to anyone with respect to the specifications, features or capabilities of the Branded Games that are inconsistent with any design specifications, including all warranties and disclaimers contained therein; (vi) not engage in illegal or deceptive trade practices such as bait and switch techniques or any other practices proscribed hereunder; and (vii) ensure that its marketing complies with applicable industry guidelines.

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4. TERM

The Term of this Schedule will commence on the date any of the Branded Games are made available and provided by Licensor to Licensee, until the earlier of (i) the termination or expiration of the License Agreement; (ii) the date any of the Branded Games are not offered by Licensor to its licensees but only with respect to such Branded Games that are no longer being offered; or (iii) termination of this Schedule. Without derogating from any of Licensor's rights in this Schedule and/or the License Agreement, Licensor may terminate this Schedule with immediate effect at any time and in its sole and absolute discretion.

5. PROMOTIONAL MATERIALS AND APPROVAL

- 5.1 All press releases (and contact with any media entity), promotional, advertising or marketing materials and any other material prepared in connection with the marketing, distribution and sale of the Branded Games and any communications referring to or concerning the IPR Holder, the Licensed Property and/or the Branded Games (collectively, "**Promotional Materials**") shall be of the highest standard, no less than the best quality of similar material presently manufactured, distributed, sold and/or used by Licensee in the Territory and shall be in full conformity with all Applicable Laws.
- 5.2 Licensor shall have absolute approval of the Promotional Materials at all stages of the development and application thereof, and prior to any use thereof by or on behalf of the Licensee. Any use or submission not approved in writing by Licensor shall be deemed disapproved. In no event will Licensor's silence or failure to respond to a request for approval be deemed an approval.
- 5.3 Promotional Materials must be re-submitted for approval each time a revision is made.
- 5.4 Any Promotional Materials not approved by Licensor shall be destroyed or shall have the Licensed Property removed. If requested by Licensor, such destruction shall be attested to in a certificate signed by one of Licensee's officers.
- 5.5 Licensee shall deliver to Licensor, at its own expense, each of the Promotional Materials which are made available to the public, along with evidence regarding the date such Promotional Material has been first used.
- 5.6 Licensor and/or IPR Holder's approval of Promotional Materials shall in no way constitute or be construed as an approval by Licensor and/or IPR Holder of Licensee's use of any trademark, copyright and/or other proprietary materials not owned by IPR Holder or which is not part of the Licensed Property.
- 5.7 Licensee acknowledges and agrees that the IPR Holder has the right, subject to its sole discretion, to approve or disapprove all Promotional Materials pursuant to this Schedule.
- 5.8 Licensee may not state or imply that the IPR Holder, or any actor performing in or person related to the Licensed Property endorses the Licensee, its products or services or the Branded Games.
- 5.9 For the sake of clarity, Licensee will not have the right to register the Licensed Property as any domain name and/or social media page for the Branded Games utilising the Licensed Property.

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- 5.10 Use of the Licensed Property (and/or related patents, trademarks and copyrights) of any kind whatsoever, including legal notices, legends and markings shall be subject to Licensor's prior written approval.
- 5.11 Licensee shall legibly and durably affix to all Promotional Materials the copyright and trademark notices and/or any other legal notices which the IPR Holders may from time to time prescribe, as communicated to the Licensee by the Licensor.
- 5.12 Licensee may use no markings, legends or notices on or in association with the Branded Games and Promotional Material other than as specified from time to time by the Licensor and IPR Holder, without approval of the Licensor.

6. RESERVATION OF RIGHTS; INTELLECTUAL PROPERTY RIGHTS

- 6.1 IPR Holder shall own all rights, title and interests in and to the applicable Licensed Property, including but not limited to any copyrights, trademarks, embellishments, depictions or derivations thereof, as embodied in or used in connection with such Branded Games, the Promotional Materials or otherwise hereunder.
- 6.2 Licensee acknowledges that the license hereunder does not include any title or ownership of interest in or to the Licensed Property, the Branded Games or any embellishments, depictions, or derivations or any part thereof or any copyrights, patents, or trademarks therein.
- 6.3 Licensee acknowledges and accepts that it shall not acquire any title or ownership interest in the Branded Games, the Licensed Property and any part thereof as a result of its use thereof and that all goodwill or other benefit from its use shall inure to the benefit of the applicable IPR Holder and/or Licensor.
- 6.4 Except as expressly authorised herein, Licensee shall at no time, during the Term or thereafter:
 - 6.4.1 Use or authorise the use of the Licensed Property or any part thereof, or other designation identical with or confusingly similar to the Licensed Property or any part thereof;
 - 6.4.2 Manufacture, distribute, advertise or promote any article identical with or confusingly similar to the Branded Games;
 - 6.4.3 Manufacture, distribute, advertise or promote any article, using in connection therewith any words and/or symbols and/or combinations thereof which are identical with or confusingly similar to any element of the Licensed Property whether or not such element shall have been protected by Intellectual Property Rights.
- 6.5 Licensee shall not, directly or indirectly, during the Term or thereafter, attack: (i) the title to or any rights of the IPR Holder in and to the applicable Licensed Property; (ii) the validity thereof; and/or (iii) the validity of the license granted herein. Licensee shall not at any time apply for any registration of any Intellectual Property Rights or other designation, or for a URL, which may affect the ownership, use and enjoyment of the Licensed Property nor shall it file any document with any governmental authority or take any action that may affect the ownership, use and enjoyment of the Licensed Property or aid and/or abet anyone else in doing so.

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- 6.6 Notwithstanding clause 6.1, Licensee acknowledges and agrees that Licensor (and the applicable third parties) shall retain all right, title and interest in and to: (i) all technology and related functionality incorporated in the Branded Games including, without limitation, the underlying computer source code and object code, routines, tools and algorithms; and (ii) all proprietary utilities and software tools used in or used to develop the Branded Games, including all Intellectual Property Rights inherent therein and appurtenant thereto, excluding all or any portion of the Licensed Property. Except as specified in the first sentence of this clause 9.6, all other Intellectual Property Rights in the Branded Games, including all the visual and sound effects features (such as graphic sequences and display of images on the screen) depicting or derived in any way from the Licensed Property, shall be owned exclusively by the relevant IPR Holder and be in such IPR Holder's name as the author and proprietor thereof.
- 6.7 Licensee irrevocably and unconditionally transfers and assigns to Licensor and/or IPR Holder in perpetuity and throughout the universe any and all of Licensee's right, title, and interest, if any (including, without limitation, the rights generally known as "moral rights") in and to all artwork and materials, including the Promotional Materials, to the extent the same embody, depict, express, embellish, or are derived from the Licensed Property, the Branded Games, or any materials embodying, depicting or derived from them, all of which shall, upon their creation, become and remain the exclusive property of Licensor and/or IPR Holder and shall be prepared by an employee-for-hire of Licensee (under Licensee's sole supervision, responsibility and monetary obligation) or as a work-for-hire by a third party who assigns to Licensor and/or IPR Holder in writing and in perpetuity throughout the universe, all right, title and interest in the same. Licensee shall enter into or rely on existing written agreements to the same effect or stronger with all of its employees and independent contractors: (i) providing that all artwork and designs created by them in the course of Licensee's performance of this Schedule that are derived from the Licensed Property and/or the Branded Games shall be the property of Licensor and/or IPR Holder, as applicable, either as works for hire under US copyright law or otherwise; and (ii) obligating them to assign all rights in such artwork and designs to Licensee, which then by operation of this Schedule shall assign such rights to Licensor and/or IPR Holder. Licensee shall not permit any of its employees or independent contractors to obtain or reserve, by written or oral agreement or otherwise, any rights as "authors" or "inventors" of any such artwork or designs (as such terms are used in present or future US copyright and/or patent statutes or judicial decisions). Licensee shall furnish to Licensor, at Licensor's request, full information concerning the invention and creation of such artwork and designs, together with the originals of assignments of all rights therein obtained from all such third parties to Licensor and/or IPR Holder.
- 6.8 To the extent any such artwork cannot be deemed a "work made for hire" as set forth above, Licensee hereby irrevocably assigns to Licensor and/or the IPR Holder all of its right, title and interest in and to such artwork, including all copyrights, trademark rights and other Intellectual Property Rights therein, in perpetuity and throughout the universe, in all media now known or later devised, and all extensions, renewals and reversions of the same. At any time and upon Licensor and/or IPR Holder's request, Licensee will execute an assignment of rights in a form reasonably acceptable to Licensor and/or IPR Holder evidencing the foregoing transfer, and/or Licensee hereby authorises and appoints Licensor and/or IPR Holder as Licensee's attorney-in-fact, to prepare and sign all documents on Licensee's behalf which may be required in relation thereto.
- 6.9 Licensee shall, at its own expense, cooperate with Licensor and the IPR Holder in the protection of the Licensor and the IPR Holder's rights (including all Intellectual Property Rights, whether recognised currently or in the future) in the Licensed Property and/or

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trademarks and/or copyrights and shall promptly supply Licensor and the IPR Holder with any information or materials reasonably required. If the Licensee learns of any actual, alleged or suspected unauthorised use, infringement, misuse or theft of the Licensed Property, in the Territory, it shall immediately advise Licensor in writing of the nature and extent of the same. Licensee shall reasonably cooperate with Licensor and the IPR Holder, in the prosecution of any action, including by way of providing documents, giving testimony and the like.

- 6.10 Licensee recognises the great value of the publicity and goodwill associated with the Licensed Property and acknowledges that such goodwill associated with the Licensed Property belongs exclusively to IPR Holder and that the Licensed Property has acquired a secondary meaning in the mind of the purchasing public. Licensee will not, either during the Term or thereafter, assert any claim to such Licensed Property and any trademarks or copyrights and goodwill or take any action that could be detrimental to such goodwill.
- 6.11 Licensee will give immediate attention and take necessary action to satisfy all legitimate complaints brought against Licensee in connection with the Branded Games or Promotional Materials. In connection therewith, Licensee will provide customer support for the Branded Games in the same manner as it does for other games published by the Licensee. Licensee will give the Licensor and IPR Holder immediate notice of all complaints that might affect the good standing of the Branded Games, the Licensed Property and any trademarks or copyrights and goodwill in relation thereto and also of all complaints that might result in legal action between the Licensor and/or the IPR Holder and any third party and will cooperate with the Licensor and the IPR Holder upon request to achieve as good a reputation and press for the Branded Games and Licensed Property as possible.

7. INDEMNIFICATION

- 7.1 Licensee shall indemnify, hold harmless and defend Licensor and IPR Holder, their parents, affiliated and subsidiary companies, and each of their respective officers, directors, agents, and employees ("**Indemnitees**") from and against any and all loss, liability, damages, claims, causes of action, suits, fines, judgments, settlements, costs and expenses (including any and all legal fees and court costs) which may be suffered, made or incurred by any of such Indemnitees arising out of a claim or demand by a third party in connection with: (i) any breach or alleged breach or misrepresentation of any of the Licensee's warranties, representations, undertakings or covenants hereunder; (ii) Licensee's unauthorised use or exploitation of the Licensed Property, the Branded Games and/or the Promotional Material that is not in full compliance with the terms and conditions of this Schedule and/or the License Agreement (to the extent not arising solely from any breach hereof by Licensor); (iii) Licensee's unauthorised or unlicensed use of third-party materials or third-party Intellectual Property Rights in conjunction with the Branded Games and/or Promotional Materials; (iv) Licensee's failure to comply with all Applicable Laws; and/or (v) failure to obtain and pay for any necessary licenses, consents or permissions for musical works as required under clause 3.3.

8. GENERAL

- 8.1 Notwithstanding anything to the contrary in the License Agreement, it is expressly agreed that in respect of the MGM Branded Games the respective IPR Holder shall be a third-party beneficiary with a direct right of action against Licensee hereunder.
- 8.2 Licensee shall not issue any press release or statement with regard to the terms and conditions of this Schedule without the prior written consent of Licensor, nor shall it

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disclose to any third party (other than its respective employees, directors and officers, in their capacity as such, on a need to know basis), any information with respect to the financial terms and/or provisions of this Schedule.

- 8.3 The relevant Branded Games shall become available to Licensee after it has accepted these terms and conditions, and where necessary, has undergone a due diligence and approval process and/or received the prior authorisation of the IPR Holder.

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Annex 1

Data Processing Agreement

This Data Processing Addendum ("**Addendum**") forms part of the Agreement ("**Principal Agreement**") between:

- (1) **Skywind Holdings Limited** a company incorporated in Gibraltar, whose registered office is at Madison Buildings, Midtown, Queensway, Gibraltar, GX11 1AA ("**Vendor**"); and
- (2) Geeker Technology NV a company incorporated in Curacao, whose registered office is at Abraham de Veerstraat 9 Curaçao ("**Company**").

The terms used in this Addendum shall have the meanings set forth in this Addendum. Capitalised terms not otherwise defined herein shall have the meaning given to them in the Principal Agreement. Except as modified below, the terms of the Principal Agreement shall remain in full force and effect.

In consideration of the mutual obligations set out herein, the parties hereby agree that the terms and conditions set out below shall be added as an Addendum to the Principal Agreement. Except where the context requires otherwise, references in this Addendum to the Principal Agreement are to the Principal Agreement as amended by, and including, this Addendum.

NOW THEREFORE the parties hereby agree as follows:

1. DATA PROTECTION

1.1 Definitions

In this Addendum:

"**Data Protection Laws**" means:

- (a) the General Data Protection Regulation (EU 2016/679) ("**GDPR**") and any legislation which amends, re-enacts or replaces it in an EEA member state or in England and Wales from such time as the United Kingdom ceases to be an EEA member state;
- (b) at all times, any other data protection laws and regulations applicable in an EEA member state or in England and Wales from such time as the United Kingdom ceases to be an EEA member state.

"**Data Subject**" means an individual who is the subject of Personal Data.

"**EEA**" means the European Economic Area.

"**Personal Data**" means any data relating to an identified or identifiable individual that are within the scope of protection as "personal data" under the applicable Data Protection Laws and that are processed by the Vendor pursuant to or in connection with the Principal Agreement.

"**Services**" means the services and other activities to be supplied to or carried out by or on behalf of Vendor for Company pursuant to the Principal Agreement;

"**Sub-Processor**" has the meaning set out in Section 1.5.

"**Supervisory Authority**" means any regulatory, supervisory, governmental or other competent authority with jurisdiction or oversight over the Data Protection Laws.

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1.2 Data Processing

- 1.2.1 Vendor acknowledges that for the purposes of the Data Protection Laws Company is the Controller and Vendor is the Processor of any Personal Data and that this Addendum constitutes a data processing agreement where required by the Data Protection Laws.
- 1.2.2 Vendor warrants, represents and covenants that it will only process Personal Data to the extent it relates to:
- (a) the types of Personal Data;
 - (b) the categories of Data Subject;
 - (c) the nature and purpose,
- set out in this Addendum, and only for the duration specified in Schedule A (Data Processing).
- 1.2.3 Without prejudice to Section 1.2.2 Vendor shall:
- (a) comply with all applicable Data Protection Laws in the processing of Personal Data; and
 - (b) process the Personal Data only in accordance with the written instructions of Company, unless Vendor is required to process the Personal Data for other reasons under the laws of the European Union (or a member state of the EEA) to which Vendor is subject. If Vendor is required to process the Personal Data for these other reasons, Vendor shall inform Company before carrying out the processing, unless prohibited by relevant law.

1.2 Security

- (a) Vendor shall have in place and maintain throughout the Term at all times all appropriate technical and organisational security measures to ensure that Vendor's processing of the Personal Data is in accordance with the requirements of the Data Protection Laws and protects the rights of the Data Subjects.
- (b) Vendor shall take reasonable steps to ensure the reliability of any employee, agent or contractor who may have access to Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know/access the Personal Data, as strictly necessary for the purposes of the Principal Agreement, and to comply with Applicable Laws in the context of that individual's duties, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

1.3 Transfers outside of the EEA

Vendor shall not allow any Personal Data to be processed or transferred to any country outside of the EEA unless:

- (a) it notifies Company in writing that it intends to transfer any Personal Data outside of the EEA;
- (b) Company provides its written consent to such transfer (which consent it may give or withhold in its absolute discretion); and
- (c) it provides in advance of a transfer authorised under Section 1.4(b) evidence to Company's satisfaction of appropriate safeguards, as required by Data Protection Laws.

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1.4 Sub-Processors

Company acknowledges that Vendor may engage third parties to carry out processing in connection with the Services ("**Sub-Processor**") subject to Vendor entering into a written agreement with the Sub-Processor under which Sub-Processor is obliged to comply with the terms of this Addendum. Vendor shall notify Company of any intended changes concerning the addition or replacement of Sub-Processors. Vendor shall remain fully liable to Company for any acts or omissions of any Sub-Processors.

1.5 Information Provision and Data Protection Audits

On Company's request, such request not to be submitted more frequently than once in any 12 month period, Vendor shall provide to Company all necessary information to demonstrate Vendor's compliance with this Addendum, and shall allow for and contribute to audits, including inspections, conducted by Company or an auditor mandated by Company in relation to the processing of the Personal Data by the Vendor.

Company shall give Vendor reasonable prior written notice of at least 10 working days of any audit or inspection to be conducted under Section 1.6.1 and shall use (and ensure that each of its mandated auditors uses) its best efforts to avoid causing (or, if it cannot avoid, to minimise) any damage, injury or disruption to the Vendor's premises, equipment, personnel and business while its personnel are on those premises in the course of such an audit or inspection. Vendor need not give access to its premises for the purposes of such an audit or inspection:

- a) to any individual unless he or she produces reasonable evidence of identity and authority;
- b) outside normal business hours at those premises, unless the audit or inspection needs to be conducted on an emergency basis and Company undertaking an audit has given notice to Vendor that this is the case before attendance outside those hours begins; or
- c) for the purposes of more than one audit or inspection, in respect of Vendor, in any 12 month period, except for any additional audits or inspections which Company reasonably considers necessary because of genuine concerns as to Vendor's compliance with this Addendum, where Company has identified its concerns in its notice to Vendor of the audit or inspection.

1.6 Dealings with Supervisory Authorities

Vendor shall provide reasonable assistance to Company to allow Company to:

- (a) respond to requests relating to Vendor's data processing from Data Subjects or a Supervisory Authority;
- (b) prepare any necessary data protection impact assessments or undertake any necessary consultations with Supervisory Authorities.

1.7 Data Subjects

On request, Vendor shall provide reasonable assistance necessary for Company to comply with its obligations under the Data Protection Laws in relation to:

- (a) the provision of access to, and information relating to, Personal Data processed in relation to a Data Subject;

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- (b) the rectification of inaccurate Personal Data in relation to a Data Subject;
- (c) the permanent erasure of a Data Subject's Personal Data;
- (d) the restriction of processing of the Personal Data of a Data Subject; and
- (e) the provision of a copy of the Personal Data of a Data Subject in machine readable format, and/or the transfer of such Personal Data to a third party.

1.8 Personal Data Breaches

Vendor shall notify Company without undue delay upon becoming aware of any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data (a "**Security Incident**") or any other breach of this Addendum.

In the event of a Security Incident, Vendor shall provide Company, at no additional cost, with full co-operation and assistance in dealing with the Security Incident, in particular in relation to:

- (a) resolving any data privacy or security issues involving any Personal Data; and
- (b) making any appropriate notifications to individuals affected by the Security Incident or to a Supervisory Authority.

Vendor shall not make any public announcements relating to the Security Incident without Company's prior written approval.

1.9 Return or Destruction of Data

Vendor, shall, at Company's discretion, destroy or return all Personal Data to Company on termination of the Principal Agreement, and shall destroy or delete all copies it holds of the Personal Data, unless a law of the European Union (or a member state of the EEA) to which Vendor is subject requires that Personal Data to be stored.

1.10 Order of Precedence

Nothing in this Addendum reduces Vendor's obligations under the Principal Agreement in relation to the protection of Personal Data or permits Vendor to process (or permit the processing of) Personal Data in a manner which is prohibited by the Principal Agreement.

Subject to section 1.11.1, with regard to the subject matter of this Addendum, in the event of inconsistencies between the provisions of this Addendum and any other agreements between the parties, including the Principal Agreement and including (except where explicitly agreed otherwise in writing, signed on behalf of the parties) agreements entered into or purported to be entered into after the date of this Addendum, the provisions of this Addendum shall prevail.

1.11 General

Should any provision of this Addendum be invalid or unenforceable, then the remainder of this Addendum shall remain valid and in force. The invalid or unenforceable provision shall be either (i) amended as necessary to ensure its validity and enforceability, while preserving the parties' intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained therein.

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This Addendum may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall constitute a single agreement.

IN WITNESS WHEREOF, this Addendum is entered into and becomes a binding part of the Principal Agreement with effect from the date first set out above.

Vendor

Hilary Stewart-Jones
(signature)

Name: Hilary Stewart-Jones
Official position: CEO

Company

Geeker Technology NV
(signature) 

Name: Teodora Babic

Acting by virtue of

(document confirming

the authority to sign): Sheng-Feng Wu
for Geeker Technology BV, authorized by power of attorney

Official position: Teodora Babic, Operations and Partnership Manager

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Schedule A **Data Processing**

1. Type of Personal Data to be processed

End User's IP addresses, usernames, game transactions and sessions, platform and software version and log in country code.

Contact details (email addresses and telephone numbers) of employees of the Company and its Group.

2. Categories of Data Subject whose Personal Data will be processed

Company's End Users and employees of the Company and its Group.

3. Nature and purpose of processing

Vendor will receive, store and transmit the IP addresses, usernames, game transactions and sessions, platform and software version and log in country code and usernames of Company's End Users in order to provide the Services detailed in the Principal Agreement.

Vendor will receive and store contact details of employees of the Company and its Group in order to provide the Services detailed in the Principal Agreement.

4. Duration of processing

For the term of the Principal Agreement.