

/A/PI [IFrame Sportsbook] License and Integration Agreement No. _____

THIS AGREEMENT has been entered into as of 09/06/2022.

BETWEEN

Black Ocean B.V., a company registered in Curacao with company registration number 153155, with registered office at Fransche Bloemweg 4, Curacao (hereinafter "**Provider**"),
AND

Geeker Technology N.V., reg no. 156493 (hereafter the "**Client**"), a company incorporated under the laws of Curaçao having its registered address Abraham de Veerstraat 9 Curacao.
The Provider and the Client are each individually referred to as a "Party" and collectively as the "Parties".

1. Preamble

The Provider possesses the full rights to the Application Programming Interface, Software development Kits (SDK) and other technologies (hereinafter "**API**") of Sportsbook Platform, containing the live and pre-match events willing to grant the access thereto to enable Client to implement the live and pre-match events **contained therein on** the Client's Project. Any additional Project (partner id's) shall be agreed separately in the Additional Agreements with corresponding fees according to this Agreement.

WHEREAS:

The Provider shall be responsible for ensuring continuous access and operation of the API on the Client's projects for the duration of and subject to the provisions of this Agreement and for the settlement of any and all amounts due as per this Agreement.

The Parties have agreed to enter into this **API [IFrame Sportsbook] License and Integration Agreement (hereinafter referred to as the "Agreement")** for their mutual benefit and in accordance with the terms and conditions set out herein.

2. Definitions and Interpretation

2.1. In this Agreement, unless the context otherwise requires, capitalized terms used in this Agreement shall have the meanings given below or as otherwise specified herein:

"Agreement" means this written API License and Integration Agreement including any appendix or amendment hereto as may be adopted by and between the Parties in terms hereof;

"API" means Application Programming Interface, Software development Kits (SDK) and other technologies to enable Client to access and implement the requested Products on the Client's Projects.

"Confidential Information" means confidential and/or proprietary information of the other Party, whether communicated orally or in writing, including, without limitation, information of the other Party concerning inventions, trade secrets, know-how, methods, processes, techniques, code, technologies, existing and potential customer and Clients lists, financial

information, strategic business plans, other technical, business, and operational information and the terms and conditions of this Agreement;

“Gaming Products” means Sportsbook (Online sports betting events for both Pre Match and Live environment including team sports, single sports, auto- Moto sports, e-sports, social betting) whose use by the Players is made possible by the Software, its derivatives, and the Know-how contributed by the Provider as further described in this Agreement;

“Effective Date” means the date set forth at the top of this Agreement;

“Intellectual Property” and **“Intellectual Property Rights”** means all intellectual property rights including, but not limited to, patents, designs, trademarks, marks, trade names, copyrights, know-how and inventions, whether registered, unregistered or pending, relating to the Marks, the Software and/or any other intellectual property belonging to the Provider, Client, or related companies;

“Know-how” means the information, exclusively owned by the Provider, referring to the Software, the arrangements for its operation, its operation and the interaction of the components that the Provider shall communicate to the Client in a confidential manner and with all the precautions necessary for its secrecy, in order that the latter can operate the Gaming Products, including the settling of sport events or betting limits on either per event or a per Client basis or both for the payment of all bona fide and valid Players winnings;

“Launch” means the first day of public availability of the Services on the Project;

“Launch date” means the date when API software is considered operational and available for public use, and which is approved by the Parties via email.

“Marks” means the logo and the words pertaining to the business of or the services offered by the Provider or the Client;

“Software” means any proprietary software belonging to the Provider and/or any of their respective group or related companies used for the purpose of providing the Gaming Products. The Provider's Sportsbook Software for the Gaming Products means collectively, the proprietary software suite (which includes all current releases and upgrades) made available to the Client, including without limitation, a proprietary developed data processing program or micro program consisting of a series or sequence of signals, or instructions, statements, or fonts stored on any media in machine readable form, and any related materials such as, but not limited to, graphics, flow charts, logic diagrams, manuals, and listing, used to facilitate Internet gaming, the end user software, the platform and all ancillary and supporting matter including all other administration and financial processing and monitoring systems and any back-office software and tools, and any instructions, training notes and information, maintenance and operating information, oral or otherwise, together with any and all improvements, corrections, modifications, enhancements or other changes.

Such Software shall always remain the property of the Provider, and all that is made available is the right of use and as defined hereunder. The Software will be provided in English and any other languages, under the conditions and in the manner, agreed by Parties separately;

“Project” means a dedicated partner ID for a group of websites, access service offered by the Client used for the purpose of integration, distribution and display of the Client's or its operators' services, irrespective of the medium or electronic communications network over which the said access service is provided;

2.2. The headings and subheadings are for convenience only and shall not affect the construction of this Agreement.

2.3. Unless the context requires otherwise, words denoting the singular shall include the plural and vice versa, references to one gender shall refer to either gender and references to any person shall include corporate bodies (wherever incorporated), unincorporated associations, partnerships and statutory bodies, as well as any legal or natural person.

2.4. The words "other", "include" and "including" do not connote limitation in any way.

2.5. References in this Agreement to any statute, statutory provision, directive, regulation or other legislation include a reference to that statute, statutory provision, directive, regulation or

legislation as amended, extended, reenacted, consolidated or replaced from time to time (whether before or after the date of this Agreement) and include any order, regulation, instrument or other subordinate legislation made under the relevant statute, statutory provision, directive or legislation, provided that the liability and obligations of the Parties under this Agreement, shall not be increased by any such amendment, extension, reenactment, consolidation or replacement made after the date of this Agreement.

3. Service and Content

3.1. From the start of and during the Term, Provider will provide API (as defined below) to the Client (the "Service"). Access to the Provider’s API will be restricted with login/password and IP-address authentication and authorization. The Provider’s API will be allowed to test server and production server as well as for development and system testing as appropriate.

4. Revenue Share

4.1. The Client undertakes to share with the Provider a percentage from:

Gross Gaming Revenue less agreed 10% bonus cap, generated from the API Sportsbook bets, hereinafter referred as “Revenue Share”.

For the duration of the agreement the Client shall pay to Provider a Revenue Share

In Revenue Share GGR and The Bonuses shall be calculated as follows:

TOTAL GGR of all BETS minus Freebets.

AMOUNT FOR THE REVENUE SHARE TO BE APPLIED = TOTAL GGR of all BETS minus Freebets – (GGR of Freebets on Sport or CAP 10 % ON BONUS DEDUCTION, whichever amount is less).

Revenue Share Proposition:	
Revenue/GGR, (EURO)	Commission
0 - 5 000 000,00 EUR	7 %
from 5 000 000 EUR and More	6 %

4.2. The Revenue Share shall be distributed monthly. Distribution of revenue shall happen during the first fifteen (15) calendar days of the month for the previous month, by the Provider transferring the Client’s Due to pay an amount to the Provider’s account.

4.3. Set-up Fee is waived.

4.4. . Hosting Services Fee is waived.

4.5. No Minimum Monthly Fee shall be applicable unless otherwise agreed by the Parties and stipulated in the separate Additional Agreement.

4.5. Information on test and demo accounts operated by the Provider shall be communicated with the Client beforehand.

5. Calculation of Gross Gaming Revenue and Amount Due to Provider

5.1. Definitions: “Gross Gaming Revenue” (GGR) means Total Bets less Total Wins.

“Bonuses” means amounts of bonuses issued to players, less bonuses that expired or were cancelled by players within a given period. This includes all available types of bonuses, including no-deposit bonuses and free bet bonuses, but excluding any bonuses issued without wagering requirements.

Total Revenue equals:

Gross Gaming Revenue plus Extra Revenue

Amount due to Provider equals:

In case monthly GGR is a negative figure, the Revenue Share for that month will be 0 (unless Minimum Monthly Fee is applicable), and the negative GGR shall be carried over to the calculations of the GGR for the following months. For currency exchanges, data available at website “xe.com” shall be used. For certain currencies, Parties may agree on other exchange sources. For monthly invoice calculation purposes, the GMT+2 time zone will be used.

6. Rights of Property and Intellectual Property Rights

6.1. All rights and interest in and to the Intellectual Property and/or the API and/or the Software Development Kits, the Software, its derivatives, and the Know-how, any copies thereof, and all documentation, code and logic, which describes or comprises them remains the sole property of the Provider their group or associated companies. Nothing in this Agreement shall be construed as granting the Client any right/s to the Intellectual Property and/or to the Gaming Products and/or the Gaming Products, the Software, its derivatives, and the Know-how, except for the authority to grant the rights as specified in clause 6.2 below. The Parties agree that part of the Software is in exclusive ownership of third parties that have issued respective licenses to the Provider.

Without prejudice to this, should any claim be brought against the Client by any third party alleging that the Software or use thereof infringes the Intellectual Property Rights of a third party, the Client is to duly and promptly notify the Provider of receipt or knowledge of such claim. Where notice of such a claim is given to the Provider, the latter shall defend at its own expense any such claim brought against the Client.

6.2. The Parties hereby grant to each other a revocable, non-exclusive and non-transferable world-wide right to incorporate the Marks into the website and in marketing material which can be done each time only upon an additional mutual consent. Upon Provider’s request, the Client shall incorporate the Provider’s logo with a hyperlink into the footnote of its own website only upon a mutual consent.

6.3. The Client shall retain all Intellectual Property Rights in its brand name, trademark, service mark, trade name, and website (Project) name used to promote the Services, along with copyrights to any Project content it creates, with the exception of any game content, Intellectual Property Rights of which are owned by the Provider.

6.4. The Client is prohibited from translating, adapting, varying, modifying, disassembling, decompiling or reverse engineering the API Software and Know-how, its components, applications of derivatives.

7. Term and Termination

7.1. This Agreement is effective upon the date of signature by duly authorized representatives of both Parties and shall remain in force for a starting period of 36 months from Launch (hereafter the "Original Period").

An extension of the Original Period the term of this Agreement shall thereafter be prolonged indefinitely unless terminated in writing by either Party by providing no less than 3 (three) months prior notice of termination. Any bets, whether made on a single event or accumulated events shall be considered as cancelled, if such bet consists of an event, which result was not yet settled by the end of day of Termination date.

7.2 The Party may terminate this Agreement immediately, if:

(i) the other Party is in material breach and, in case of a breach which is capable of being cured, the Party in breach does not, within thirty (30) days following written notice of the breach, cease to be in breach; or

(ii) the other Party is declared bankrupt, enters into composition or reconstruction proceedings or liquidation or otherwise can be assumed to become insolvent or else an event occurs that gives well founded reason to assume that the other Party is not, or within short time will no longer be, capable of fulfilling its obligations under this Agreement;

(iii) a Party is required to cease the business relationship with the other Party and/or cease the performance of any obligation under this Agreement due to an order or advice of a governmental agency or regulatory body, with reference to gaming law, to which a Party is subject; or

(iv) for any reason whatsoever, by giving to the other Party ninety (90) days prior written notice.

7.3. The Provider may terminate this Agreement with immediate effect or as stated in the respective notice at any time giving written notice to the Client in case:

(i) the Client fails to pay any amount due under this Agreement and the payment is overdue for two months ; or

(ii) the Client permanently discontinued the use of the Software and Know-how and/or the Gaming Products; or

(iii) requested to do so by partners, banks or any payment companies, supervision institutions; or

(iv) if further cooperation and/or provision of services or any part thereof to Client under this Agreement would seriously undermine or undermines (1) Provider's business licenses and/or (2) performance of obligations under agreements concluded with partners and/or (3) Provider's business and/or reputation. Such decision being under Provider's sole discretion.

7.4. If the Client is in breach or fails to comply with regulations, conditions or requirements issued by the applicable licensing and regulatory authorities, the Provider shall give the Client a prior written notice of 30 business days to remedy the situation and become compliant, unless a longer period is required under applicable laws and regulations. If the Client does not attempt to remedy the situation within the said period, the Provider shall have the right to suspend or terminate the provision of the Gaming Products, in whole or in part, and for all or selected territories.

If the Client is in breach or fails to comply with any data protection laws and regulations, the Provider shall give the Client a prior written notice of 14 days to remedy the situation and become compliant. If the Client does not remedy the situation within the said 14 days period, the Provider shall have the right to terminate this Agreement.

7.5. The Provider shall have the right to terminate this Agreement with immediate effect if any Competitor directly or indirectly acquires control over the Client. For the purpose hereof, "control" shall mean the direct or indirect ownership of more than fifty percent (50%) of the share capital or otherwise a controlling interest and "Competitor" shall mean any entity or person who has produced and/or is marketing a product or service which is in direct competition with or has functionally equivalent to, the Gaming Products. A typical competitor is a business to business provider within the gaming industry who has produced and/or is marketing a product or service which is in competition with or has functionally equivalent to the product or services offered by the Provider. If the Provider chooses not to terminate then the Agreement is still in force and the Client shall continue to owe all fees through the duration of this Agreement.

7.6. In the event of expiry or termination of this Agreement for any reason, neither Party shall be

released from the obligation to make payment of any amounts accrued up to the date of expiry or effective date of termination, whichever is the later. Upon expiry or termination of this Agreement a final balancing shall be made between the Parties, payable within 10 business days from the invoice receipt date.

At the effective date of expiry or termination of this Agreement for any reason:

(i) Client shall immediately remove access to the Gaming Products through the website and shall immediately desist from conducting any marketing and/or promotional campaigns in relation to the Gaming Products;

(ii) all rights granted by this Agreement, including but not limited to Intellectual Property Rights, shall automatically revert to the Party who owns them;

(iii) the Parties shall promptly return any materials provided by the other Party in connection with this Agreement and protected by Intellectual Property Rights and/or which are considered Confidential Information; and

(iv) the Provider shall transfer the Player Database within ten (10) days after the date of Agreement expiry or effective date of termination, whichever is sooner.

Upon termination of the Agreement, the Client shall return to the Provider software materials and all copies of the whole or any part thereof as well as the medium upon which the Software and Know-how was delivered to the Client and shall erase the Software and Know-how, its derivatives, components and applications from its hardware and any magnetic media on which they are stored and certify in writing to the Provider that they have been erased.

7.7. Any termination of this Agreement (for any reason whatsoever) shall not affect either Party's accrued rights or liabilities nor shall it affect the coming into force or the continuance in force of any provision within this Agreement that is expressly or by implication intended to come into force or continue in force upon or after the termination of this Agreement.

7.8 In case the Client fails to perform any of its obligations under this Agreement, the Provider shall have the right to block or suspend performance of any part of the Gaming Products.

8. Fees, Taxes and Commissions

8.1. The Client shall pay the Provider the fees specified in this Agreement.

8.2. All sums due under this Agreement shall be made in Euros.

8.3. All sums due under this Agreement are exclusive of Value Added Tax and, or other sales taxes that may be applicable and shall be made in full without deduction of taxes, charges and other duties that may be imposed on the Client. The Provider shall be responsible for calculating Gross Gaming Revenue within five business days following a Settlement Period, producing and providing to Client necessary reports for the calculation and sharing, and effectuating the sharing by invoicing/crediting the amount due. Invoices shall be sent via email.

8.4. Upon respective request of the Client, that the Provider shall provide to the Client reports on settlements per a month, if such request has been submitted by the Client within 10 business days after invoice receipt.

8.5. Payment is due within 10 business days of receipt of invoice by the Client. If the invoice is received before the 10th day of the relevant month, payments cannot be made later than the 20th day of that month. In the event that there are any payments due by the Provider to the Client, the Provider warrants to settle any such payments by the 20th day of the relevant month.

8.6. Any overdue payment pursuant to this Agreement shall incur the maximum interest rate permitted by law. Provided that where the payment due by Client to the Provider remains overdue for more than two months, the Provider shall have the right to suspend the provision of the Gaming Products to the Client, until such payment is settled in full by the Client to the Provider.

8.7. The amounts payable hereunder shall not be subject to any defenses (legal or equitable) related to the set-off or counterclaim thereof.

9. Representations and Warranties

9.1. The Client represents and warrants that:

9.1.1. it shall comply with the laws and regulations applicable to the processing of Player Data,

9.1.2. it has the sole and exclusive rights to its Marks; the website shall not contain, either directly or indirectly, by links or otherwise, any libelous, defamatory, obscene, slanderous or offensive content;

9.2. The Provider represents and warrants that if applicable:

9.2.1. it shall use reasonable endeavors to ensure that the Gaming Products shall be delivered in terms of any applicable gaming licenses and/or such other authorization as may be necessary the operation of a Gaming Products from the relevant jurisdiction/s as may be determined by any of the respective the Gaming Products, within the times prescribed by law;

9.2.2. it shall use reasonable endeavors to ensure that the Gaming shall comply with the applicable laws and regulations or with the laws and regulations of any other territory from where the systems, software and services may be provided under a license regime in the future;

9.2.3. before any material is used as part of the Gaming Products all rights, licenses and consents relating to intellectual property rights have been obtained;

9.2.4. any material provided to Client shall not contain, either directly or indirectly, by links or otherwise, any libelous, defamatory, obscene, slanderous or offensive content.

9.3. Neither the Provider nor its partners shall be responsible or held liable for any disturbances the Software may cause to any other software and Know-how when used together or otherwise.

9.4. Whilst all necessary efforts shall be made by Provider to ensure the high quality of the services provided in terms of this Agreement, the latter makes no representation or warranty that the use of the Software and Know-how or Gaming Products for purposes of gambling, as that term is commonly understood in trade and industry, is legal in any jurisdiction.

9.5. Neither Party makes any representations and/or warranties whatsoever with respect to its legal position and/or financial outcome for the other Party during its performance under this Agreement.

9.6. The Provider declares and undertakes that it has and shall maintain during the term of this Agreement valid gaming licenses for the Gaming Products as specified in this Agreement.

9.7. Employees of either party or companies controlled by either party to this Agreement are banned from using the Gaming Products, both directly and indirectly. The Parties must ensure that their employees are aware of this rule and that any knowledge about such an account must be reported to the Provider immediately. Such accounts shall be closed, and all transactions made from the account declared void. Either Party shall indemnify the other party against losses made on such accounts created by their employees. Both Parties can have a number of accounts registered for test and demo purposes. These accounts must be registered as such with Provider Account Manager, and will be monitored closely. Information on test and demo accounts operated by the Provider shall be communicated with the Client beforehand. The wagers, winnings and all other operations with such accounts shall not be considered when calculating GGR and other fees due.

10. Delivery and Launch

10.1. Delivery shall be deemed to have taken place when the Software has been installed on the Provider's equipment, made available for use by the Client in its operations, and the Client has been informed thereof by email.

10.2. Launch shall be deemed to have taken place when the Gaming Products becomes available for public use on the website, the Provider has been informed thereof by email.

10.3. The Client shall inform the Provider about the desired date of Launch and provide all necessary information for the Launch at least 10 (ten) business days before the desired Launch date.

11. API Software Acceptance

11.1. The API Software shall be considered accepted at the moment when the Software becomes operational on the production server and available for public use at the launch date, approved by email and installation is deemed to be completed and accepted by email.

12. Development and Maintenance

12.1. The Provider shall together with each of the respective partner be responsible for a reasonable amount of development and updates of the Software and Know-how and of the Gaming Products. Any such development and updates shall be undertaken by the partner at their sole and absolute discretion. The Client acknowledges that development may not be scheduled according to the specific requests of the Client.

13. Disrupted Service

13.1. The Parties acknowledge that from time to time, as a result of hardware failure or supplier failures, the Gaming Products provided by the Provider or the Client to the Players can be temporarily disrupted.

The Provider shall use reasonable endeavors to ensure that all the required actions and measures in order to reduce such disruptions to the minimum. Client acknowledges and accepts that the Provider, the partners if applicable and their respective members, shareholders, directors, officers, employees or representatives shall not be liable to Client in connection with these temporary disruptions for any direct, special, indirect, consequential, punitive or exemplary damages, or damages for loss of profits or lost earnings.

13.2. The Provider assumes no responsibility whatsoever for any services provided by third parties. Any malfunctions or difficulties with the Software relating to the services provided by third parties are not covered by this Agreement. The Client holds the Provider harmless of any liability that may arise as a result of services obtained from third parties.

14. Confidential Information

14.1. Each Party acknowledges that by reason of its relationship to the other Party under this Agreement it may have access to certain information and materials (hereinafter – “Confidential Information”) including the other Party's business, plans, trade and business secrets, know-how, customers, user data, product architecture, data structures, algorithms, codes and products that are confidential and/or general information of technical or business nature or otherwise relating to the business or affairs of a Party that are of substantial value to such Party, which value would be impaired if such Confidential Information is disclosed to third parties.

14.2. Each Party will at all times treat as confidential in the same way that either Party protects its own information of a similar nature, and will use all reasonable endeavors to procure that its directors, employees, professional advisers and agents will treat as confidential, the terms and conditions of this Agreement as well as the Confidential Information of the disclosing Party, but in no circumstances failing to meet the standard due diligence and prudence to protect the said Confidential Information. Each Party will not at any time (and will use all reasonable endeavors to procure that its directors, employees, professional advisers and agents will not) disclose or use the Confidential Information other than strictly for the purposes of this Agreement except with the written permission of the disclosing Party.

14.3. Each Party to this Agreement shall promptly notify the disclosing Party if it becomes aware of any breach of confidence and shall give the disclosing Party all reasonable assistance in connection with any proceedings which the disclosing Party may institute against any person for breach of confidence.

14.4. Notwithstanding the other provisions of this Agreement, Confidential Information shall not include information that: (i) is or subsequently becomes public domain through no fault of the recipient Party; (ii) is already known to the recipient Party at the time of its disclosure; (iii) is rightfully received by the recipient Party from a third party without restriction on disclosure; (iv) has demonstrably been developed independently by the recipient Party.

14.5. The recipient Party may disclose the Confidential Information in accordance with a mandatory judicial or other governmental order, provided that the recipient Party shall give the disclosing Party reasonable notice prior to such disclosure and, if possible, reasonable opportunity to obtain a protective order or the equivalent.

14.6. The recipient Party shall return to the disclosing Party any and all records, notes, and other

written, printed or other tangible materials in its possession pertaining to the Confidential Information or shall destroy such information and copies on the written request of the disclosing Party or upon termination of this Agreement. The returning of materials shall not relieve the receiving Party from compliance with other terms and conditions of this Agreement. The obligations of this Section 12 remain in full force and effect notwithstanding any termination of this Agreement.

15. Indemnification

15.1. Either Party agrees to indemnify the other Party and to hold it harmless against all claims and losses, including reasonable legal fees, arising as a result of such Party's breach of any of the undertakings and/or warranties set out in this Agreement and/or the Appendices thereto, provided that the indemnified party shall give the indemnifying party prompt written notice of any such claim and shall provide the indemnifying party with all reasonable information and assistance.

15.2. The Parties agree that the Client shall defend and hold the Provider harmless of any loss, damages, fines, penalties and any other charges imposed on Provider due to operation of the website (Project).

15.3. Provider shall indemnify and hold harmless the Client from and against any and all losses, demands, claims, damages, costs, expenses (and liabilities, arising from or related to, suffered or incurred by the Client in consequence of any claim brought by a third party against the Client that the Client's use of the Services or Software or part thereof infringes the intellectual property rights of such third party.

16. Limitations of Liability

16.1. In no event shall either party (including its respective agents and sub-contractors) be liable for:

(i) any loss of profits, loss of data, business interruption, loss of use, loss of contracts, loss of management time, loss of anticipated savings, loss of goodwill (whether direct or indirect);

(ii) any indirect or consequential losses of any nature whatsoever; or

(iii) any failure of the Gaming Products, Software and Know-how due to any integration or interoperability issues arising with any third party or Client systems or legacy systems caused by or resulting from its negligence or a breach of its statutory duties or a breach of its obligations howsoever caused even if it is advised of the possibility of such loss.

16.2. For the avoidance of doubt it is agreed by and between the Parties hereto that the Provider shall have no liability for any period of downtime of the Gaming Products caused by or resulting from:

(i) a failure of servers, related equipment or hardware used by the Client for the provision of the Gaming Products.

(ii) failure or disruption of internet services not resulting from Provider's and/or its partners' fault or negligence.

(iii) any other technical service outage not occasioned through Provider's and/or the partners' fault or negligence.

Furthermore, the Provider shall not be liable for any loss or damage caused by an error of the Client, including but not limited to the display on the website of incorrect settlements, incorrect odds, incorrect payment rules or incorrect bonus programs, unless such were provided by the Provider.

16.3. For the avoidance of doubt, nothing in this Agreement shall be deemed to exclude, restrict or limit liability of either party (or their respective agents or sub-contractors) for:

(i) death or personal injury resulting from their negligence; or

(ii) any liability for fraudulent misrepresentation.

17. Government Legislation

17.1. It is recognized by the parties hereto that the provision of the Gaming Products may be subject to the applicable Government licensing regulation and laws. Neither the Provider nor its partners (nor any of their respective members, shareholders, directors, officers, employees or representatives) shall be held liable for any damages of any kind that may be sustained by the Client subsequent to any changes in Government legislation or policy or from the failure of the partners and/or Provider to comply with the said licensing regulations and laws.

18. Independent Parties

18.1. The Parties are independent contractors. No partnership or joint venture is intended to be created by this Agreement, nor any principal-agent or employer-employee relationship. Neither Party has, nor shall attempt to assert, the authority to make commitments for or to bind the other Party in any manner whatsoever.

19. Amendments

19.1. This Agreement may not be amended, modified or supplemented, except by an instrument in writing duly executed by the Parties.

20. Notices

20.1. Notices herein shall be delivered and effective as follows: every notice required or contemplated by this Agreement to be given by a Party shall be in writing and in English and may be given by hand delivery, by overnight commercial courier delivery service or express mail, or by certified mail return receipt requested, and shall be deemed delivered on the date of hand delivery; the next business day after delivery by an overnight commercial courier service or by express mail; or seven (7) days after mailing by certified mail return receipt requested; addressed to the Party for whom it is intended, at the addresses of the Parties as set out above or any other address communicated between the Parties.

20.2. The Parties agree that all arrangements between the Provider and the Client made in writing (via e-mails, and additional corporate communication channels agreed in advance.) with regard to the Agreement shall be deemed effective.

21. Use of Name

21.1. Save as otherwise specifically permitted in this Agreement and/or agreed between the Parties in writing, neither Party may use the other party's name, trademarks, trade names, or other proprietary identifying symbols. Parties shall not issue any press release or public statement relating to this Agreement without the prior written permission of the other Party.

22. Assignment

22.1. No Party shall assign or transfer, or purport to assign or transfer, any of its rights and/or obligations under this Agreement without the prior written consent of the other Party.

23. Survivability

23.1. Clauses 7, 12, 14, 15, 17 and 28 shall survive a termination of this Agreement.

24. Construction

24.1. Any provision of this Agreement which is prohibited or unenforceable shall be ineffective only to the extent of prohibition or unenforceability without invalidating the remaining provisions hereof, and shall be deemed amended or replaced with a provision that is valid, legal and enforceable and that achieves, to the maximum extent possible, the original objectives and contractual intent of the Parties as reflected in the offending provision.

25. Waiver

25.1. No failure or delay of either Party to (i) enforce any one or more provisions of this Agreement, (ii) exercise any option which is herein provided, or (iii) require the timely performance of any of the terms or provisions hereof, shall be construed or act as a waiver of such term or provision of this Agreement. Either Party may waive the compliance by the other Party with any term or provision hereof only by an instrument in writing. The waiver by either Party of any term or provision of this Agreement shall not be construed or act as a waiver concerning any term or provision for the future or any subsequent breach.

26. Force Majeure

26.1. A Party shall not be liable for failure to perform or delay in performing any obligation under this Agreement, if the failure or delay is caused by any circumstances beyond its reasonable control, including, without limitation, acts of God, war, civil commotion, interruption in public communications networks or services, industrial dispute having an adverse effect ("Force Majeure").

26.2. The Parties agree and acknowledge that the Provider is committed to DDoS protection of its data centers and application infrastructure provided that any DDOS-attacks and similar Internet attacks that the Provider together with the partners if applicable are unable to mitigate within 48 hours despite the use of multi- pronged approach to DDoS protection shall be classified as Force Majeure. If such delay or failure continues for at least thirty (30) days, a Party not subject to the force majeure shall be entitled to terminate this Agreement by notice in writing.

27. Severance

27.1. If any provision of this Agreement is prohibited by law or declared to be unlawful, void, null or unenforceable by a court, the Parties agree to renegotiate such provision in good faith. In the event that the Parties cannot reach a mutually agreeable and enforceable replacement, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement. This shall have no effect on the other provisions of this Agreement which shall remain valid and in force and shall be carried out as nearly as possible according to its original terms and intent.

28. Applicable Law and Jurisdiction

28.1. This Agreement shall be governed by and construed in accordance with the laws of England and Wales without giving effect to conflict of laws consideration

28.2. The Parties shall first of all seek to resolve any disputes that may arise in relation to this Agreement amicably and in good faith. If this does not succeed the dispute shall be resolved by the London Court of International Arbitration. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity, or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be London, UK. The language to be used in the arbitral proceedings

shall be English.

28.3. The Provider retains the rights to sue for breach of its intellectual property rights and other proprietary information, whether related to this Agreement or otherwise, in any jurisdiction where it has reason to believe that an infringement or breach of this Agreement in relation to its Intellectual Property Rights might be taking place.

28.3. Parties recognize that a breach or a threatened breach of the other Party's Intellectual Property Rights will cause Non-Breaching Party irreparable damage and consequently that in this event the Non-Breaching Party is entitled to injunctive relief and other measures that prevent the threatened breach or stop the breach of the Non-Breaching Party's Intellectual Property Rights.

29. Entire Agreement

29.1. This Agreement, including its Appendices, supersedes all prior agreements, arrangements and undertakings between the Parties. The Parties' obligations under any pre-existing non-disclosure agreements however shall remain in full force and effect in so far as there is no conflict between the same.

30. Counterparts and Language

30.1. This Agreement may be executed in any number of counterparts or duplicates, each of which shall be an original if signed by a duly authorized officer or representative of each of the Parties, and such counterparts or duplicates shall together constitute one and the same agreement. This Agreement is drafted in the English language. If this Agreement is translated into any other language, the English language version shall prevail.

The exchange of a fully executed version of this agreement (in counterparts or otherwise) by electronic transmission in PDF format or by facsimile shall be sufficient to bind the parties to the terms and conditions of this agreement and no exchange of originals is necessary.

For and on behalf of The Provider

DocuSigned by:  DocuSigned by: 
8780458C677848F... 3508179679034CB...

Authorised Signatory

Name: Black Ocean B.V.

Title: Andy Senior and Christopher van Rosberg
on behalf of Xecutive Corporate Management B.V.

Title: Director

Email Address: games@bl-oc.biz,
blackoceanbiz@gmail.com

For and on behalf of Client



Authorised Signatory

Name: Oliver De Bono

Title: CEO on behalf of Geeker
Technology N.V.

EmailAddress:

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