

Brand Licence Agreement

THIS AGREEMENT is made on the 10th day of March 2023 **PARTIES**

1. (1) **Eurasian Gaming Limited.**, a company incorporated in accordance with the laws of Malta, with registered office at 64 Excalibur B. Bontadini Street BIRKIRKARA BKR 1737 MALTA with company registration no. C89847, (hereinafter referred to as **Licensor**); and
2. (2) **Mymoon N.V.** a company incorporated in Curacao with company registration number 161880, with registered address at Zuikertuintjeweg Z/N (Zuikertuin Tower) Curaçao . (hereinafter referred to as the **Licensee**).

Eurasian Gaming Limited and Mymoon N.V. are hereinafter individually referred to as "**Party**" and collectively referred to as the "**Parties**".

BACKGROUND

(A) Mymoon N.V. has rights to grant use of the Eurasian Gaming Brand (as defined below);

(B) The Brand Licence Agreement allows Mymoon N.V. (as defined below) to use the Eurasian Gaming brand (as defined below);

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATIONS

In this Agreement, the following terms shall have the following meanings, namely:

Acceptable Use Policy: means the Licensor's policy governing use of Eurasian Gaming Brand as set out in part 1 of Schedule 1;

Agreement: means this Brand Licencing Agreement, together with its Schedule/s;

Applicable Laws and Regulations: means all applicable laws and regulations of the jurisdictions in the Territory, as amended and in force from time to time and the rules, regulations, orders, licences and permits of any Competent Authority relating to the provision of the Gaming Services;

Authorisations: has the meaning set out in Clause 4.6;

Business Day: means a day, excluding Saturdays and Sundays, when the banks are generally open for the transaction of normal banking business in London;

Change of Control: means an occurrence when a person who Controls a body corporate ceases to do so or if another person acquires Control of the relevant body corporate;

Commencement Date: means the 1st day of January 2021;

Competent Authority: means any judicial or regulatory authority having jurisdiction over any of the parties, including when applicable the Licensor and the Licensee Regulator;

Confidential Information: means any information, however it is conveyed, that relates to the business affairs, developments, trade secrets, know-how, personnel and suppliers of Eurasian Gaming Limited and/or the Licensee, including Intellectual Property Rights of either party, together with all information derived from the above and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be regarded as confidential and includes, in relation to Eurasian Gaming Limited and the Documentation;

Control: means in relation to a body corporate, the power of a person to secure that the affairs of the body corporate are conducted in accordance with the wishes of that person:

(a) by means of the holding of shares, or the possession of voting power, in or in relation to that or any other body corporate; or,

(b) by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating that or any other body corporate;

Data: means Personal Data and/or Sensitive Personal Data;

Data Protection Laws: means (a) the DPA and all regulations and data protection principles made under the DPA; and (2) the European Union General Data Protection Regulation (Regulation (EU) 2016/679);

Disclosing Party: means the party disclosing Confidential Information under or pursuant to this Agreement;

Documentation: means handbooks, manuals, documents and other information provided by or on behalf of the Licensor regarding the Eurasian Gaming brand;

DPA: means the Data Protection Act 2018 (Chapter 586) implementing the European Union General Data Protection Regulation (Regulation (EU) 2016/679) and all related legislation;

Excluded Territories: means the territories and jurisdictions noted in part 3 of Schedule 1, as may be updated by Eurasian Gaming Limited from time to time on giving to the Licensee no less than thirty (30) days' notice;

Extension Period: has the meaning set out in Clause 15.8;

Gaming Services: means the provision of online games, gaming software and services necessary for their maintenance and continued operation;

Good Industry Practice: means, at all times during the Term, using standards, practices, methods and procedures and exercising that degree of skill and care, diligence, prudence and foresight, which would in each case reasonably and ordinarily be expected from a skilled and experienced person in the gaming and the information technology industry in the same or similar circumstances;

Initial Period: has meaning set out in Clause 15.7;

Intellectual Property Rights: means inventions, patents, trademarks, service marks, design rights (whether registerable or otherwise) together with applications for any of the foregoing, copyright, database rights, trade or business names and other intellectual or industrial property rights whether registerable or not in any country;

IPR Claim: has the meaning set out in Clause 5.5; **LIBOR:** London Inter-bank Offered Rate;

Licence Fees: means the Royalty Fee and the Initial Licence Fee as outlined in part 2 of Schedule 1;

Licensed Brand: means the Eurasian Gaming brand which includes all Intellectual Property Rights relating to the brand;

Main Services: means the provision of the Services by the Licensor to the Licensee set out in this Agreement in Clause 2;

Period: means, if the Commercial Launch is not the first day of a calendar month, the period from the Commercial Launch to the end of the calendar month in which the Commercial Launch occurs and then each calendar month thereafter;

Permitted Users: has the meaning set out in Clause 10.2;
Receiving Party: means the party receiving Confidential Information under or pursuant to

this Agreement;
Records and Reports: has the meaning set out in Clause 9.4;

Royalty Fee: means the sum due by the Licensee to the Licensor for the brand usage as calculated in accordance with part 2 of Schedule 1;

Royalties: means the license fees agreed upon in clause 3 of this Agreement; **Schedule 1:** means schedule 1 (divided in 3 parts) annexed to this Agreement; **Shortfall:** has the meaning set out in Clause 9.6;

Term: means the period of this Agreement starting from the Commencement Date until terminated and shall include the Initial Period and any Extension Period;

Territory: means worldwide except: (a) those countries/jurisdictions that prohibit online gaming or online gambling or that prohibit its citizens from participating in online gaming or online gambling, and; (b) the Excluded Territories shown in part 3 of Schedule 1;

Website: means any website operated by the Licensee as may be approved by the Licensor in writing irrespective of what device or application the End User may use to access such;

In this Agreement, any reference, express or implied, to an enactment (which includes any legislation in any jurisdiction) includes references to:

- (a) that enactment as re-enacted, amended, extended or applied by or under any other enactment (before, on or after the Commencement Date);
- (b) any enactment which that enactment re-enacts (with or without modification); and,
- (c) any subordinate legislation made (before, on or after the Commencement Date) under that enactment, as re-enacted, amended, extended or applied as described above.

In this Agreement:

- (a) use of the words "including" or "includes" means without limitation and the use of these or similar words shall not be given a restrictive meaning because they are followed by particular examples;
- (b) words denoting persons shall include bodies corporate and unincorporated associations;
- (c) references to the singular shall include references to the plural and vice versa and references to the masculine shall include references to the feminine and vice versa.

The headings in this Agreement are for ease of reference only and do not affect its interpretation.

The schedules form part of this Agreement. In the event of any conflict between the terms of the main body of the Agreement and the schedules, the main body of the Agreement shall take priority.

2. LICENCE

Subject to the terms of this Agreement, including payment of all Licence Fees, the Licensor hereby grants to the Licensee a non-exclusive, non-transferable, non-sublicensable, revocable licence to use the Licensed Brand in the Territory from the Commencement Date for the Term.

The Licensee is licensed to use the Licensed Brand to provide the Gaming Software and Services and for no other purposes whatsoever.

The Licensee shall prevent unauthorised use or disclosure of the Licensed Brand by its employees, agents and others under its control.

Except as expressly permitted by this Agreement or authorised in writing by the Licensor, the Licensee shall not and shall not permit others to:

- (a) use, copy, modify, create derivative works from or distribute the Licensed Brand any part of it, or any copy, adaptation, transcription, or merged portion of it, other than as permitted by law;
- (b) decode, reverse engineer, disassemble, decompile or otherwise translate or convert the Licensed Brand or any part of it, other than as permitted by law;
- (c) transfer, loan, lease, assign, rent, or otherwise sublicense the Licensed Brand ;
- (d) remove any copyright, proprietary or similar notices from the Licensed Brand (or any copies of it); or,
- (e) operate the Licensed Brand or any part of it for the benefit of or on behalf of any third party.

3. LICENCE FEES

The Licensor shall invoice the Licensee for the Royalty Fee in accordance with the terms of part 2 of Schedule 1 on or before the tenth (10th) day of each Period for the preceding Period.

The Licensee shall pay the Royalty Fee no later than fourteen (14) days from the date of the invoice thereof. All payments due under this Agreement shall be paid in [Euro]. All payments due by the Licensee shall be paid in full without any deduction, withholding or set-off.

The Royalty Fee is determined in accordance with Part 2 of Schedule 1.

The Licence Fees do not include value added tax or similar tax which, where applicable, the Licensee shall pay in addition to the Licence Fees at the rate prevailing on the date of the invoice thereof.

The Licensee shall pay all gaming duties, gambling duties and/or betting duties or the like whether the same is due to a Competent Authority or otherwise. In no event shall Eurasian Gaming Limited be liable for any gaming duties, gambling duties and/or betting duties in relation to the Licensee's use of the Licensed Brand.

Should the Licensee fail to make any payment in full on the due date under this Agreement, Eurasian Gaming Limited may charge interest on the outstanding amount. Such interest shall:

- (a) accrue at the rate of 3% per annum above the base rate of the LIBOR from time to time;
- (b) accrue on a daily basis from the due date until the date of payment, whether before or after judgment; and,
- (c) be compounded monthly.

Should Eurasian Gaming Limited discover any underpayment of the Royalty Fee due by the Licensee to Eurasian Gaming Limited, the Licensee agrees to pay to Eurasian Gaming Limited forthwith the relevant outstanding Royalty Fee plus an additional payment of ten (10) per cent of the applicable unpaid Royalty Fee. This shall be without prejudice to any other rights which Eurasian Gaming Limited may have in respect of such errors or omissions. Should Eurasian Gaming Limited discover any overpayment of the Royalty Fee paid by the Licensee to Eurasian Gaming Limited, Eurasian Gaming Limited shall pay to the Licensee the relevant overpayment.

Any breach of this Clause 3 by the Licensee shall be a material breach of the Agreement.

Should the Licensee fail to make any payment in full on the due date under this Agreement, Eurasian Gaming Limited shall be entitled to suspend the provision of any services to the Licensee, including the grant of the licences herein and whether such services are due under the terms of this Agreement or otherwise.

4. LICENSEE OBLIGATIONS

The Licensee shall integrate the Licensed Brand with its processes and publications as applicable.

The Licensee shall use its best endeavours to market the Licensed Brand both before and after the Commercial Launch. The Licensee shall use all reasonable endeavours to promote the Licensed Brand.

The Licensee will use all reasonable endeavours to enter into agreements with affiliates to maximise the revenues in relation to the Licensed Brand. The Licensee shall be responsible for the management of and the relationship with all such affiliates.

The Licensee warrants and undertakes to Eurasian Gaming Limited that the Licensed Brand and the services the Licensee provides shall be provided at all times in accordance with Good Industry Practice and the Applicable Laws and Regulations.

Eurasian Gaming Limited has no contract with end users or the Licensee's clients and has no obligations towards them pursuant to this Agreement. Eurasian Gaming Limited is responsible for providing the Licensed Brand to the Licensee and has no other obligations towards Licensee's clients, affiliate or end users.

Licensee shall be responsible for and shall bear all costs in respect of obtaining and maintaining all regulatory permissions and permits, including such required from the Competent Authorities to allow the Brand to be used in the Territory (**Authorisations**). The Licensee warrants and undertakes to Eurasian Gaming Limited that it shall obtain the

Authorisations no later than the date of the Commercial Launch and shall maintain the Authorisations during the Term.

5. INTELLECTUAL PROPERTY RIGHTS

The parties acknowledge and agree that any and all Intellectual Property Rights in and to the Licensed Brand and related Documentation shall be the exclusive property of Eurasian Gaming Limited.

All Intellectual Property Rights in and to the Licensed Brand shall be the exclusive property of Eurasian Gaming Limited. The Licensee shall not use, register, attempt to register (or assist or procure any third party to undertake the foregoing) any mark, device, logo, name, trade mark or similar which is the same or confusingly similar (including, without prejudice to the generality of the foregoing, phonetically similar) to the Licensed Brand.

The Parties acknowledge that the Intellectual Property Rights belonging to the Licensee as at the Commencement Date, shall remain the exclusive property of the Licensee.

Each Party hereby acknowledges that it shall not use any Intellectual Property Rights of the other party, other than as licensed herein.

Subject to the remaining terms of this Clause Eurasian Gaming Limited will procure the defence (in whatever form Eurasian Gaming Limited decides) or, at its option, the settlement of any claim brought against the Licensee arising from any claim by a third party that the Licensed Brand or any part thereof infringes the Intellectual Property Rights of a third party (**IPR Claim**) provided that:

(a) the Licensee promptly notifies Eurasian Gaming Limited in writing of any IPR Claim brought or threatened;

(b) the Licensee gives Eurasian Gaming Limited exclusive authority to procure the defence or settlement of the IPR Claim; and,

(c) the Licensee makes no admissions in respect of the IPR Claim.

The Licensee shall, if required by Eurasian Gaming Limited, provide Eurasian Gaming Limited with all assistance reasonably required by Eurasian Gaming Limited in connection with any IPR Claim. Eurasian Gaming Limited shall pay the Licensee's reasonable legal costs in providing such assistance.

Provided that the Licensee has complied with its obligations under this Agreement, Eurasian Gaming Limited will indemnify the Licensee against all direct costs and direct damages awarded against the Licensee by a court of competent jurisdiction or any settlement agreed by Eurasian Gaming Limited in respect of any IPR Claim, subject to the terms of this Clause, the terms of Clause 12 and the cap on Eurasian Gaming Limited entire and aggregate liability to the Licensee set out in Clause 13.

If the use of the Licensed Brand in accordance with this Agreement and in accordance with any written instructions provided by Eurasian Gaming Limited is either (a) held by a court of competent jurisdiction to be infringing; or, (b) Eurasian Gaming Limited's opinion reasonably likely to be infringing, Eurasian Gaming Limited may at its option and expense:

(a) procure for the Licensee the right to continue to use the Licensed Brand in accordance with this Agreement;

(b) modify the Licensed Brand so that it is not infringing, in which case the Licensee shall cease using the infringing Licensed Brand as soon as Eurasian Gaming Limited makes such modification available; or,

(c) if in Eurasian Gaming Limited's reasonable opinion neither of the above options is commercially viable, Eurasian Gaming Limited may require the Licensee to cease use of the infringing Licensed Brand.

Eurasian Gaming Limited's obligations under this Clause shall not apply to the extent that any IPR Claim arises from the use of the Licensed Brand:

(a) otherwise than in accordance with this Agreement; or,

(b) in combination with any software, hardware or data that has not been supplied or expressly authorised by Eurasian Gaming Limited where without such combination no IPR Claim would have arisen; or,

(c) otherwise than in accordance with any written instructions of Eurasian Gaming Limited.

Eurasian Gaming Limited's obligations under this Clause shall not apply to the extent that any IPR Claim is (i) not directly caused by the act or omission of Eurasian Gaming Limited; or (ii) due to any written requirement of the Licensee.

This Clause states the Licensee's sole and exclusive remedy and Eurasian Gaming Limited entire liability in respect of any IPR Claim.

In the event that a third party is infringing any Intellectual Property Rights in and to the Licensed Brand, any action in relation thereto shall be at the sole discretion of Eurasian Gaming Limited and Eurasian Gaming Limited shall have no obligation to take any action in this regard.

6. WARRANTIES OF LICENSEE

The Licensee represents, warrants and undertakes to Eurasian Gaming Limited that:

- (a) the Licensee is duly incorporated and validly existing under the laws of the jurisdiction in which it is incorporated and is fully qualified and empowered to own its assets and carry out its business;
- (b) the Licensee 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 valid, lawful and binding obligations on it, in accordance with its terms;
- (c) it owns or has obtained valid licences for all Intellectual Property Rights that are necessary for the performance of its obligations under this Agreement, including the provision of the services, including Gaming Services, to end users;
- (d) the services provided by the Licensee shall be provided and carried out by appropriately experienced, qualified and trained personnel with all due skill, care and diligence and in accordance with Applicable Laws and Regulations and Good Industry Practice;
- (e) it shall discharge its obligations hereunder with all due skill, care and diligence including in accordance with its own established internal procedures; and
- (f) it shall take all measures to avoid any and all Data loss and Data corruption during the provision of Gaming Services in accordance with Good Industry Practice.

The Licensee warrants that all regulatory, legal and other consents and requirements which are required by it that are relevant to its participation in this Agreement and its provision of the Gaming Services in the Territory have been obtained prior to the Commencement Date and shall be maintained for the Term and that all regulatory, legal and other obligations relative to the Website and/or any business or other activity undertaken by it via any Website, including the provision of the Gaming Services in the Territory, are complied with in full.

The Licensee warrants and undertakes that in relation to its obligations under and pursuant to this Agreement, it shall comply with all applicable laws, regulations, advertising standards, trading standards and codes of conduct applicable to its business including, without prejudice to the foregoing generality, the Data Protection Laws and the Applicable Laws and Regulations.

In addition to the provisions of the Acceptable Use Policy, the Licensee warrants and undertakes not to use the Licensed Brand or related services for the purposes of:

- a) the collection/distribution of obscene or pornographic materials;
- b) the distribution of unsolicited email;
- c) the collection/distribution of any material which infringes the Intellectual Property Rights of any person;
- d) the collection/distribution of defamatory materials; any other unlawful purpose; and,
- e) any purpose not in accordance with Good Industry Practice and the Applicable Laws and Regulations.

f) The Licensee warrants and undertakes at all times to use the Licensed Brand in accordance with the Acceptable Use Policy.

The Licensee undertakes not to provide the Licensed Brand to any individual resident in the Excluded Territories, including the United States of America.

The Licensee undertakes that any breach of the warranties and/or undertakings found in this Clause 7 shall be remedied as a matter of urgency at no cost to Eurasian Gaming Limited. Failure to remedy (if capable of remedy) such within five (5) Business Days of notification by Eurasian Gaming Limited shall constitute a material breach of this Agreement entitling Eurasian Gaming Limited to terminate in accordance with Clause 16.1(d).

Notwithstanding any other term of this Agreement or any other right or remedy available to Eurasian Gaming Limited, in the event that the Licensee fails to pay the Licence Fees in accordance with the terms of this Agreement Eurasian Gaming Limited shall be entitled to regard such as a material breach of this Agreement and shall be entitled to terminate this Agreement under the terms of Clause 16.1(d).

7. PARTICIPATION

Each Party hereby acknowledges and agrees that nothing in this Agreement creates any exclusive arrangement restricting Eurasian Gaming Limited and accordingly, Eurasian Gaming Limited is free to provide and grant licences of the Licensed Brand to any third party, subject to the confidentiality provisions herein.

Eurasian Gaming Limited shall be entitled to provide Gaming Services itself to members of the public and/or to businesses in any jurisdiction (including a jurisdiction in the Territory), subject to the confidentiality provisions herein.

The Licensee shall use its best endeavours to prevent any potential or actual risk of damage to the Licensed Brand, including but not limited to, engaging or displaying links or otherwise promoting on any Website or otherwise, any gaming or gambling software products produced, operated or sold by competitors of Eurasian Gaming Limited.

8. DATA PROTECTION

Each Party shall, at all times, comply with its respective obligations under the Data Protection Laws in relation to all Data that is processed by it in the course of performing its obligations under this Agreement, including, without limitation, by maintaining a valid and up to date registration or notification under the Data Protection Laws. Neither Party shall do any act that puts the other in breach of its obligations under the Data Protection Laws.

9. RECORDS

The Licensee shall keep or cause to be kept, complete and accurate relevant records relating

to the provision of the Gaming Services as may be required to calculate the Royalty Fee.

On or before the third (3rd) day of each Period, the Licensee shall provide to Eurasian Gaming Limited a report (in a format agreed by the Parties) with respect to the preceding Period detailing the following:

- (i) the number of existing and new clients engaged;
- (ii) the Royalties in the preceding Period; and
- (iii) detailed calculation of the Royalty Fee in respect of the preceding Period.

Eurasian Gaming Limited may at its absolute discretion provide parts of the foregoing but this shall not in any way reduce the Licensee's obligations under this Clause 9.2.

In the event that there is dispute regarding the amounts of the Royalty Fee, the matter shall, if it cannot be resolved under the terms of Clause 21, ultimately be determined by Eurasian Gaming Limited (Eurasian Gaming Limited acting reasonably in this regard).

The Licensee shall maintain the records and reports it is required to maintain under Clauses 9.1 and 9.2 (**Records and Reports**) in a secure and suitable facility, readily accessible to Eurasian Gaming Limited and its agents for a period of seven (7) years after the termination of this Agreement.

At least once a year, the Licensee shall allow Eurasian Gaming Limited and its agents access to the Records and Reports and its premises to access the Records and Reports. Eurasian Gaming Limited and its agents may take copies of the Records and Reports for the purposes of assessing the Licensee's compliance with this Agreement and calculating the Royalty Fee (**Audit**).

The costs of the Audit shall be borne by Eurasian Gaming Limited, unless the Audit shows that there has been a shortfall in Royalty Fees paid by the Licensee to Eurasian Gaming Limited of five (5) % or more, in which event the costs of the Audit shall be borne by the Licensee. The terms of this Clause 9.6 shall apply in relation to any shortfall in Royalty Fees paid.

The Licensee shall ensure that any hardware, software and documentation required to retrieve and read any Records and Reports is retained for the Term and for a period of seven (7) years after the Term.

10. **CONFIDENTIALITY**

The Receiving Party agrees that it shall at all times maintain the confidentiality of the Confidential Information of the Disclosing Party.

The Receiving Party may only use the Confidential Information of the Disclosing Party for the purposes of and in accordance with this Agreement. The Receiving Party may provide its employees and officers (**Permitted Users**) with access to the Confidential Information of the Disclosing Party on a strict "need-to-know" basis only. The Receiving Party shall ensure that each of its Permitted Users is bound to hold all Confidential Information of the Disclosing Party in confidence to the standard required under this Agreement.

The Receiving Party acknowledges and agrees to enter into and procure that its employees and officers enter into any written confidentiality agreement in respect of the Confidential Information of the Disclosing Party that may be required by the Disclosing Party.

This Clause 10 shall not apply to any Confidential Information of the Disclosing Party which:

1. (i) is in or subsequently enters the public domain other than as a result of a breach of this Clause 10;
2. (ii) has been or is subsequently received by the Receiving Party from a third party which is lawfully entitled to disclose the same;
3. (iii) is required to be disclosed by law;
4. (iv) is required to be disclosed to a Competent Authority.

11. **OBLIGATIONS AND WARRANTIES OF EURASIAN GAMING LIMITED**

Eurasian Gaming Limited warrants to the Licensee that:

1. (a) Eurasian Gaming Limited is duly incorporated and validly existing under the laws of the jurisdiction in which it is incorporated and is fully qualified and empowered to own its assets and carry out its business;

2. (b) Eurasian Gaming Limited 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 valid, lawful and binding obligations on it, in accordance with its terms.

The warranties and representations set out in this Clause 11 are the entire warranties and representations made by Eurasian Gaming Limited with respect to the Licensed Brand. To the maximum extent permitted by law all other warranties and representations whether express or implied are excluded by Eurasian Gaming Limited and in particular Eurasian Gaming Limited does not warrant that

the use of the Licensed Brand in relation to the provisions of Gaming Services or services related to Gaming Services is legal in any jurisdiction.

12. FORCE MAJEURE

Neither Party shall be liable to the other Party for any delay or non-performance of its obligations under this Agreement (other than a payment obligation) arising directly from any of the following cause or causes beyond its reasonable control and unable reasonably to be planned for or avoided; act of God, governmental act (including an act by a Competent Authority), failure of telecommunications systems, war, fire, flood, explosion, act of terrorism or civil commotion provided that the affected party:

1. (i) promptly notifies the other party in writing of the cause of the delay or non-performance and the likely duration of the delay or non-performance; and,
2. (ii) uses all reasonable endeavours to limit the effect of that delay or non-performance on the other party.

In any such case as detailed in this Clause 12, the performance of the affected party's obligations, to the extent affected by the cause, shall be suspended during the period that the cause persists. If performance is not resumed within thirty (30) days after the notice from the affected party to the other party, the other party may terminate this Agreement immediately by written notice to the affected party.

13. LIABILITY

Eurasian Gaming Limited shall have no liability whatsoever (whether under the laws of

contract, tort (including negligence) or otherwise) to the Licensee and/or any End User for:

- (i) any economic loss;
- (ii) loss of profits;
- (iii) loss of contracts;
- (iv) business interruption;
- (v) loss of goodwill or reputation;
- (vi) loss or corruption of data;
- (vii) loss of anticipated savings;
- (viii) special damages;

whether any of the foregoing are direct or indirect and whether or not any of the foregoing are caused by or resulting from the negligence, breach of statutory duty, breach of contract or breach

of obligations whatsoever of Eurasian Gaming Limited, its employees or agents, even if Eurasian Gaming Limited has been advised of the possibility of such loss.

Eurasian Gaming Limited shall have no liability whatsoever (whether under the laws of contract, tort (including negligence) or otherwise) to the Licensee and/or any End User for any indirect or consequential loss or damage, cost or expense whatsoever or howsoever arising and whether or not the foregoing are caused by or resulting from the negligence, breach of statutory duty, breach of contract or breach of obligations whatsoever of Eurasian Gaming Limited, its employees or agents, even if Eurasian Gaming Limited has been advised of the possibility of such loss.

The Licensee hereby agrees to indemnify and hold harmless and keep indemnified Eurasian Gaming Limited, its employees, officers and agents against any and all actions, charges, costs, liabilities, damages, losses or claims whatsoever or howsoever arising (and whether under contract, statute or common law) that may be incurred or suffered by Eurasian Gaming Limited, its employees, officers and agents arising out of, under or otherwise in connection with: (a) any act or omission of the Licensee, its employees or agents; and/or, (b) any breach of statutory duty by the Licensee, its employees or agents; and/or, (c) any breach of this Agreement by the Licensee, its employees and agents; and/or, (d) any claim of whatever nature by an End User relating in any way to the Gaming Services; and/or, arising out of any act, omission or breach of statutory duty by the Licensee, its employees or agents; and/or, (e) any breach by the Licensee of the licence granted to the Licensee by the Licensee Regulator.

The parties acknowledge that Eurasian Gaming Limited is the provider of the Licensed Brand and associated services only. Eurasian Gaming Limited may choose to be regulated in certain jurisdictions to provide Gaming Services and/or the Licensed Brand but this is for the sole determination of Eurasian Gaming Limited and Eurasian Gaming Limited shall not in any way be obliged by the Licensee to be regulated in any particular jurisdiction to provide Gaming Services, the Licensed Brand or any software for the online gaming or gambling industry.

14. LIMITATIONS OF LIABILITY

Subject to the terms of this Agreement, the entire and aggregate liability of Eurasian Gaming Limited to the Licensee, its employees and agents, whatsoever and howsoever arising and whether arising under or pursuant to this Agreement, from any breach of the terms of this Agreement, the laws of contract, the laws of tort (including negligence) or otherwise, shall in no event exceed the total amount of the License Fees paid under this Agreement from the Licensee to Eurasian Gaming Limited.

For the avoidance of doubt, the Parties acknowledge and agree that the entire and aggregate liability of Eurasian Gaming Limited to the Licensee, its employees and agents, whatsoever and howsoever arising and whether arising under or pursuant to this Agreement, from any breach of the terms of this Agreement, the laws of contract, the laws of tort (including negligence) or otherwise, shall in no event exceed the total sum of the License Fees paid under this Agreement by the Licensee to Eurasian Gaming Limited.

Notwithstanding any other provision of this Agreement, neither Party limits its liability for:

- (i) fraud by it or its employees, agents or officers;
- (ii) death or personal injury caused by its negligence or that of its employees, agents or officers.

Other than as expressly provided herein, Eurasian Gaming Limited hereby excludes all liabilities to the Licensee to the fullest extent permitted by law.

All other conditions, warranties or other terms which might have effect between the Parties or be implied or incorporated into this Agreement or any collateral contract, whether by statute, common law or otherwise, are hereby excluded, including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care.

15. INSURANCE

Subject to the terms of this Clause, the Licensee shall maintain for the Term and for a period of six (6) years following the end of the Term a policy or policies of insurance covering all the risks which may be incurred by the Licensee arising out of the acts and/or omissions of the Licensee and all of the Licensee's employees, agents or officers under or in connection with this Agreement.

The terms of any insurance or the amount of cover shall not relieve the Licensee of any liabilities under this Agreement.

The Licensee shall notify Eurasian Gaming Limited of any material changes to the level, type or other material provisions of insurance cover from those notified to Eurasian Gaming Limited.

The Licensee shall not by its acts or omissions cause any policy of insurance to be invalidated or voided.

The Licensee shall use all reasonable endeavours to obtain the insurance required under this Clause. However, in the event that the Licensee is unable to obtain the insurance required under the terms of this Clause, it shall forthwith inform Eurasian Gaming Limited of the same. In this event, Eurasian Gaming Limited shall be entitled, without prejudice to any other right or remedy Eurasian Gaming Limited might have, to terminate this Agreement on giving to the Licensee thirty (30) days' written notice.

This Agreement may be terminated at any time upon 30 days written notice by either Party without giving a reason.

This Agreement shall commence on the Commencement Date and unless terminated at an earlier date under this Agreement or by operation of law, shall last for an initial period of four (4) months (**Initial Period**).

The term of this Agreement shall be automatically extended after the Initial Period for an additional period of three (3) years (**Extension Period**) unless either Party shall thirty (30) days before the expiry of the Initial Period provide written notice to the other of its intention to terminate this Agreement as at the end of the Initial Period. During the Extension Period, either Party may terminate this Agreement on giving to the other Party thirty (30) days prior written notice.

16. TERMINATION AND SUSPENSION

Either Party may terminate this Agreement forthwith by written notice to the other if:

- (a) a liquidator, administrative receiver, administrator, receiver or similar official is appointed over all or any part of the assets of the other party;
- (b) the other party enters into an arrangement or composition with its creditors or if any other circumstances arise entitling a court or a creditor to appoint a receiver, administrative receiver, administrator or similar official to make a winding up order in respect of the other party;
- (c) the other ceases or threatens to cease, the carrying on of its business or trade;
- (d) the other party is in material breach of any provision or obligation of this Agreement and, in the case of a breach capable of remedy the breach is not remedied within twenty eight (28) days (or such shorter period as set out in this Agreement) of the other party receiving written notice specifying the breach and requiring it to be remedied; or,
- (e) the other party suffers an event analogous to the events in Clauses 16.1(a) and/or 16.1(b) in any jurisdiction.

Notwithstanding any other term of this Agreement, Eurasian Gaming Limited may terminate this Agreement by giving to the Licensee:

- (a) five (5) Business Days' written notice in the event that any change to the Applicable Laws and Regulations makes the continuation of this Agreement contrary to laws in the Territory or any part thereof in which the Licensee is offering the Gaming Services;
- (b) five (5) Business Days' written notice in the event that the Licensee is subject to any criminal prosecution or is under the threat of such;
- (c) five (5) Business Days' written notice in the event that the Licensee has provided the Gaming Services in any part of the Excluded Territories;
- (d) five (5) Business Days' written notice in the event that the Licensee has accepted any funds from an End User resident in the United States of America;
- (e) five (5) Business Days' written notice in the event that the Licensee has breached the terms of the Acceptable Use Policy;
- (f) five (5) Business Days' written notice in the event that the Licensee has infringed any Intellectual Property Rights of Eurasian Gaming Limited or its licensors; or,
- (g) thirty (30) days' written notice for any other cause or to terminate without cause.

Eurasian Gaming Limited may terminate this Agreement on giving to the Licensee five (5) Business Days' notice in the event of the Licensee undergoing a Change of Control.

Eurasian Gaming Limited may terminate this Agreement immediately in the event that the Licensee Regulator, if applicable, terminates or suspends or materially alters the licence it has granted to the Licensee.

Eurasian Gaming Limited may terminate this Agreement immediately in the event that any Authorisations are withdrawn, suspended or cease to be in force.

Notwithstanding the terms of Clause 16.2(a), in the event that Eurasian Gaming Limited reasonably determines that the Licensed Brand and/or the Gaming Services are in breach or may be in breach of any Applicable Laws and Regulations in any part of the Territory, or if required by the Eurasian Gaming Limited Regulator, Eurasian Gaming Limited shall be entitled to suspend the Licensee's use of the Licensed Brand forthwith. In this event, Eurasian Gaming Limited shall inform the Licensee of the same as soon as reasonably practicable. The parties acknowledge that such action by Eurasian Gaming Limited may be required and such action is not a breach of any part of this Agreement by Eurasian Gaming

Limited allowing the Licensee to take any action against Eurasian Gaming Limited whether under the laws of contract, the laws of tort (including the laws of negligence) or otherwise. In this event, the parties shall meet to agree whether or not the Licensee's use of the Licensed Brand can be re-instated throughout all or any part of the Territory or whether this Agreement requires to be terminated.

17. EXIT PLAN AND CONSEQUENCES OF TERMINATION

In the event of termination of this Agreement the Parties shall agree a managed termination and exit plan regarding, both Parties acting in good faith.

On termination of this Agreement for any reason, other than with the consent of Eurasian Gaming Limited, the Licensee shall forthwith stop using the Licensed Brand.

Termination of this Agreement for whatever reason is without prejudice to any other rights or remedies that the Parties may have at law or under this Agreement.

Termination of this Agreement shall not affect any rights or obligations of the Parties which at the time of termination had already accrued.

Termination of this Agreement for any reason shall forthwith bring to an end all licences granted to the Licensee herein.

On the date of termination of this Agreement for any reason, all sums due by the Licensee to Eurasian Gaming Limited up to the date of termination shall be due in full.

On termination of this Agreement for any reason, the Licensee shall forthwith return to Eurasian Gaming Limited all Intellectual Property Rights of Eurasian Gaming Limited in its possession or under its control, including the Licensed Brand and the Documentation and the Licensee shall forthwith stop using the Licensed Brand and either destroy or return forthwith and at its own cost to Eurasian Gaming Limited as required by Eurasian Gaming Limited.

18. ASSIGNMENT AND SUBCONTRACTING

Subject to Clause 18.2 and Clause 18.3, neither Party may assign, novate, transfer or otherwise dispose of any of its rights or obligations or transfer or otherwise dispose of any of its rights or obligations under this Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld or delayed.

Nothing in this Agreement shall prevent or restrict Eurasian Gaming Limited from novating, assigning, transferring or otherwise disposing of any of its rights or from transferring or otherwise disposing of any of its obligations under this Agreement.

For the avoidance of doubt, Eurasian Gaming Limited shall be entitled to sub-contract any of its obligations under this Agreement to any third party.

19. NOTICES

Any notice to be served under this Agreement to a Party shall be hand delivered (including

delivery by courier) or sent by post to the Party to be served at its address set out below:

(i) to Eurasian Gaming Limited at the address noted on page 1 of this Agreement and marked for the attention of a director;

(ii) to the Licensee at the address noted on page 1 of this Agreement and marked for the attention of a director;

or at any other address or to any other addressee as it may have notified to the other Party in accordance with this Clause 19.

Any notice sent by post shall be sent by prepaid first class recorded delivery post or registered air mail (as relevant) and shall be deemed delivered in the case of first class recorded delivery post, five (5) Business Days after posting; in the case of registered air mail, ten (10) Business Days after posting and in the case of hand delivery (including delivery by courier) on the day of delivery provided that such delivery can be evidenced.

20. ENTIRE AGREEMENT

This Agreement contain the whole agreement between the Parties relating to the subject matter contemplated by this Agreement and supersedes all previous agreements between the Parties relating to the subject matter hereof.

Each Party acknowledges that in entering into this Agreement it has not relied on any representation, warranty, collateral contract or other assurance, except those set out in this Agreement.

21. DISPUTES

Subject to the provisions of this Clause, any dispute arising under, or in connection with this Agreement shall be dealt with in accordance with this Agreement, and neither the Licensee nor

Eurasian Gaming Limited shall be entitled to commence or pursue any legal proceedings under the jurisdiction of the courts in connection with any such dispute, until the procedures set out in this Clause have been exhausted.

This Clause shall be without prejudice to the rights of termination stated herein and in addition shall not prevent the Licensee or Eurasian Gaming Limited from applying for injunctive relief.

All disputes between the Parties arising out of or relating to this Agreement shall be referred to a director of the Licensee and to a director of Eurasian Gaming Limited for resolution within ten (10) Business Days. Each party shall use all reasonable endeavours to resolve a dispute under the terms of this Clause.

22. GENERAL

No Partnership or Joint Venture;

Nothing in this Agreement shall be deemed to constitute a partnership or joint venture between the Parties.

No Agency;

Neither Party is agent of the other for any purpose. For the avoidance of doubt, the Licensee is not and shall not be deemed to be an agent of Eurasian Gaming Limited. The Licensee shall not use the name of Eurasian Gaming Limited, the names of Eurasian Gaming Limited's affiliated and/or parent companies in any of its terms and conditions, brochures or marketing without Eurasian Gaming Limited's prior written consent.

Counterparts;

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same Agreement, and any Party may enter into this Agreement by executing a counterpart.

Waiver;

The rights of each Party under this Agreement:

- (i) may be exercised as often as necessary;
- (ii) are cumulative and not exclusive of rights or remedies provided by law; and,
- (iii) may be waived only in writing and specifically.

Delay in exercising or non-exercise of any right is not a waiver of that right.

Amendments;

Any amendment of this Agreement shall not be binding on the Parties unless set out in writing, expressed to amend this Agreement and signed by authorised representatives of each of the Parties.

Severability;

If any term of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect:

- (i) the legality, validity or enforceability in that jurisdiction of any other term of this Agreement; or,
- (ii) the legality, validity or enforceability in other jurisdictions of that or any other provision of this Agreement.

Further assurance;

Each Party undertakes, at the request and cost and expense of the other Party, to sign all documents and to do all other acts, which may be necessary to give full effect to this Agreement.

Costs;

Each Party shall pay the costs and expenses incurred by it in connection with the entering into of this Agreement.

Third Party Rights;
A person who is not a party to this Agreement may not enforce any of its terms. Non-Solicitation;

During the Term and for twelve (12) months thereafter, neither Party shall actively solicit or attempt to recruit or solicit or attempt to hire any person employed by the other Party for the purposes of offering them employment.

23. GOVERNING LAW AND JURISDICTION

This Agreement is governed by and interpreted in accordance with the laws of Malta.

Subject to standard dispute resolution procedures, the courts of Malta shall have exclusive jurisdiction to settle any disputes arising out of or in connection with this Agreement and the Parties accordingly submit to the exclusive jurisdiction of the Malta courts. This Clause shall not prevent either Party from applying for an injunction or similar action in any court of competent jurisdiction.

THIS AGREEMENT has been signed on behalf of the Parties by their duly authorised representatives on the date which appears on page 1.

SCHEDULE 1

THIS IS THE SCHEDULE TO THE AGREEMENT BETWEEN EURASIAN GAMING LIMITED AND MYMOON N.V.

Part 1 – Acceptable Use Policy Policy Statement

Use of the Licensed Brand in a way that is contrary to the Acceptable Use Policy is prohibited.

Scope

This Acceptable Use Policy applies to the Licensed Brand worldwide.

Prohibited Uses

The Licensed Brand shall not be used in any way that is illegal or contrary to the Applicable Laws and Regulations. Without prejudice to the generality of the foregoing, examples of prohibited uses of the Licensed Brand are described below. The examples are guidelines and are not intended to be exhaustive.

Illegal/Criminal Activity

The Licensed Brand shall not be used in connection with criminal or civil violations of laws, regulations, or other government requirements of any jurisdiction, including breach of any civil or criminal laws relating to the provision of the Gaming Services in the Territory. Such violations include: theft or infringement of Intellectual Property Rights; export control violations; fraud; forgery; pyramid or other prohibited business schemes; theft, misappropriation, or unauthorised transmission or storage of funds, credit card information, personal information or Data.

Threats

The Licensed Brand shall not be used to transmit or store material of a threatening nature, including threats of death or physical harm, harassment, libel, or defamation.

Offensive Material

The Licensed Brand shall not be used to promote or transmit material that is illegal according to relevant national laws. Without prejudice to the generality of the foregoing, examples of material that might be subject to these laws may include:

material of an offensive nature, including obscene and pornographic material (particularly pornography involving children); indecent, abusive, libellous, defamatory and hateful materials.

The foregoing list is not exhaustive. It is the responsibility of the Licensee to ensure that their use of the internet and the Gaming Services are legal according to the criminal and civil laws of the relevant local law.

Part 2 – Brand Licence Fees

1. Initial Brand Licence Fee No initial Licence Fee

2. Royalty Fee

The Licensee will recognise to the Licensor a royalty for the use of the Licensed Brand equal to: 1
to 5 clients €1,500 per month
6 to 10 clients €3,000 per month

The Licensee and Licensors reserve the right to renegotiate the royalty amount and Royalty Fee after the Initial Period of four (4) months and every four (4) months thereafter provided a one (1) month's written notice is given to the other Party.

Part 3 – Excluded Territories

Eurasian Gaming Limited may notify Licensee in writing from time to time if any countries or jurisdictions are specifically excluded from the Territory.

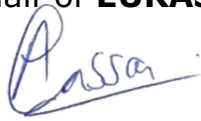
SIGNATORIES

SIGNED for and on behalf of **EURASIAN GAMING LIMITED**

By:

Name: Andrew Cassar

Position: Director



SIGNED for and on behalf of **MyMoon N.V.**

By:

Name: Zoran Kocev

Position: Director

