

THIS REMOTE GAMBLING SERVICE PROVISION AGREEMENT (the “**Agreement**”) is made on 21 February 2024 with an effective date of 16 May 2023 (the “**Effective Date**”).

BETWEEN:

GAMETECH SOLUTIONS LIMITED., a company registered in the Isle of Man with company number **018306V** and whose registered address is at **Fort Anne, South Quay, Douglas, Isle of Man IM1 5PD** (“**Licensor**”);

AND

Sunstar Impact N.V., a company registered in **Curacao** with company number **152448** and whose registered office is at: Address: **Kaya Richard J. Beaujon z/n, Curacao** (“**Licensee**”)

INTRODUCTION

1. Licensor provides software and gaming services related to online gaming and gambling.
2. LICENSEE is a provider of online gambling services to End Users (as defined below).
3. LICENSEE wishes to obtain, and Licensor wishes to provide LICENSEE with a license and access to the Games (as defined below) pursuant to the terms and conditions of this Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement, the following words and expressions shall have the following meanings, unless the context requires otherwise:

“**Act**” means all legislation, regulation and any other statutory instruments that govern the use, manufacture, supply, or maintenance of any part of any Game, or relates to the conduct of gaming in the Territory.

“**Affiliate**” means any person or entity directly or indirectly controlling, controlled by, or under common Control with a Party.

“**Applicable Laws**” means all applicable laws, orders, regulations, legal requirements, codes (including the applicable codes, regulations and standards of all Regulators) in force at the relevant time.

“**Bribery**” shall have the meaning given to such term in clause 9.1.1.

“**Bribery Act**” shall have the meaning given to such term in clause 9.4.

“**Business Day**” means a day (excluding Saturdays, Sundays and public holidays) on which banks are generally open in the Isle of Man for the transaction of normal banking business.



"Change of Control" means persons or a group of persons acting in concert gain direct or indirect Control of a Party.

"LICENSEE" shall have the meaning given to such term on the first page of this Agreement.

"LICENSEE Claim" shall have the meaning give to such term in clause 12.1.

"Confidential Information" means all knowledge, information or materials of whatever nature and in whatever form (whether oral or written) relating to the disclosing party or its business, affairs, operations, customers, personnel or suppliers of the disclosing party and made available or provided by or on behalf of the disclosing party to the recipient party before, on and/or after the date of this Agreement and all analyses and other documents prepared by or for the recipient party which contain or otherwise reflect any such information. Confidential Information also includes the terms of this Agreement and information relating to:

- (a) any and all Intellectual Property Rights owned by the disclosing party;
- (b) proprietary technology and products (including inventions whether patentable or not), including technical data, data record layouts, trade secrets, know-how, research, prototypes, improvements, processes, plans, designs, requirements, architecture, structures, models, methods, processes, product plans, databases and database tables, ideas or concepts, products, services, software, inventions, techniques, processes, developments, algorithms, formulas, technology, designs, schematics, drawings, engineering and hardware configuration information; and
- (c) business or financial statements and projections, budgets, product pricing and marketing, financial or other strategic business plans, subscriber numbers and forecasts, content providers identity and business models.

"Control" means the power to manage or direct the affairs of the person or entity in question, whether by ownership of voting securities, by contract or otherwise; and the terms **"controlling"** and **"controlled"** shall be construed accordingly.

"Defaulting Party" shall have the meaning given to such term in clause 14.2.

"Deploy" means making a Game available on the Websites to the public for play by End Users and **"Deployed"** and **"Deployment"** shall be construed accordingly.

"Effective Date" shall have the meaning given to such term on the first page of this Agreement.

"End Users" means registered end user customers from time to time of the Websites.

"Fees" shall be the amounts payable to Licensor by LICENSEE as calculated pursuant to Schedule B.

"Games" means those electronic gambling products provided to Licensor (or one of its Affiliates) which Licensor makes available to LICENSEE from time to time pursuant to this Agreement.

"Initial Term" shall have the meaning given to such term in clause 14.1.

"Input Materials" means any data, equipment, software, documents, code, mathematical models, small web format, audio and audio-visual material, graphics, animation elements, and any materials or information provided by one Party to the other Party under or in connection with this Agreement.

"Intellectual Property Rights" means patents (including patents for software and business methods), rights to inventions, utility models and petty patents, trademarks, service marks, rights in get-up or trade dress, rights to goodwill or to sue for passing off or unfair competition, design rights, copyright and related and/or neighbouring rights, moral rights, rights in computer software, database rights, rights to use and protect the confidentiality of confidential information (including know-how and trade secrets), trade, business and company names, domain names, and other intellectual property rights, in each case whether registrable, registered or unregistered, and including all applications and rights to apply for and be granted, all extensions and/or renewals of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

"Non-Defaulting Party" shall have the meaning given to such term in clause 14.2.

"Party" means either LICENSEE or Licensor (collectively, the **"Parties"**) and includes either Party's permitted assignees and/or respective successors in title to substantially the whole of its undertaking.

"person" means any individual, company, firm, corporation, association, organisation, foundation, trust, government, state or agency of a state or any undertaking (whether or not having separate legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists).

"Records" shall have the meaning given to such term in clause 6.

"Regulator" means any person or body that regulates or otherwise exercises any power with respect to gambling activities in a jurisdiction, including the licensing or approval of a Game under an Act.

"Regulatory Approval" shall have the meaning given to such term in clause 7.2.

"Services" shall have the meaning given to such term in clause 4.2.

"GT Claim" shall have the meaning give to such term in clause 13.1.

"GT IP" means Intellectual Property Rights which now or at any time during the Term are either (i) owned by Licensor or (ii) licensed to Licensor by the owners of such Intellectual Property Rights.

"Licensor" shall have the meaning given to such term on the first page of this Agreement.

"Licensor Indemnified Party" shall have the meaning given to such term in clause 12.

"Term" shall have the meaning given to such term in clause 14.1.

"Territory" means the jurisdictions as set out in Schedule A.

"Third Party Game" means a Game owned by a third party and licensed to Licensor.

“Third Party Game Terms” means the terms and conditions governing LICENSEE’s use of any Third Party Games.

“Websites” means the websites set out in Schedule D and on which End Users will, pursuant to the terms of this Agreement, be provided with the ability to play the Games.

- 1.2 The Schedules to this Agreement form a part of this Agreement and shall have effect as if set out in full in the body of this Agreement and any references to this Agreement shall, unless the context requires otherwise, include the Schedules.
- 1.3 In the event of a conflict between the body of this Agreement and any Schedule attached hereto, the terms in the body of the Agreement shall take precedence.
- 1.4 The following apply in this Agreement (including each Schedule) unless the context requires otherwise:
 - 1.4.1 any reference to a statute, statutory instrument, rule or regulation or any of its provisions is to be construed as a reference to that statute, statutory instrument, rule or regulation or such provision as the same may have been or may from time to time hereafter be amended or re-enacted;
 - 1.4.2 words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders;
 - 1.4.3 any phrase introduced by the terms “including”, “include”, “such as” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
 - 1.4.4 references to clauses and Schedules are to clauses and Schedules of this Agreement and references to paragraphs are to paragraphs of the relevant Schedule;
 - 1.4.5 any reference to “writing” includes any methods of representing words in a legible form including writing on an electronic or visual display screen, such as email (and “written” shall be construed accordingly); and
 - 1.4.6 the section headings are included for convenience only and shall not affect the interpretation of this Agreement.

2. LICENSE GRANT

- 2.1 Licensor hereby grants to LICENSEE a limited, non-exclusive, non-transferable, license (or sublicense, as applicable) solely within the Territory during the Term to use and Deploy the Games for the purposes of online gambling, pursuant to and in accordance with the terms and conditions of this Agreement.
- 2.2 Licensor will use reasonable endeavours to ensure that the Games will operate materially in accordance with their specifications (as available from Licensor upon request). Save for the foregoing, the Games are provided on an “as is” basis, and all further warranties of any kind whatsoever are hereby excluded, including any implied warranties of merchantability and fitness for a particular purpose.
- 2.3 Notwithstanding any other provision contained in this Agreement, Licensor is under no obligation to make available any Game (including in any particular part of the Territory)

and, if it chooses to make available any Game, Licensor may suspend, take down or otherwise withdraw the Game at any time (including in relation to any particular part of the Territory). Notwithstanding clause 2.2, Licensor does not warrant or represent that the Games will be operational, or that the Games will be provided, continuously without any interruptions during the Term. In the event Licensor withdraws a Game pursuant to this clause, the licensed rights in respect of such Game shall automatically terminate and: (i) LICENSEE shall co-operate with Licensor in removing such Game; and (b) no further Fees in relation to such Game shall be payable other than any Fees that have accrued as at the date of such withdrawal.

- 2.4 Licensor may revoke the license to the Games and any other GT IP and terminate this Agreement, at its sole discretion, should LICENSEE duplicate or make any copies, circumvent any copy protection scheme or device, reverse engineer, decompile, or disassemble any one or more components of Games and/or the GT IP or facilitate, cause, encourage, or allow such acts by any third party, transmit the Games and/or GT IP by any means to any other location, media or device, or exhibit, display or otherwise exploit the Games and/or GT IP by any means, on any media, on any equipment, on any machine or on any network without prior permission, and/or create or exploit any merchandise based on the Games and/or GT IP without prior written permission of Licensor.
- 2.5 Without prejudice to any other provision of this Agreement, Licensor may at any time suspend or withdraw any Game if:
- 2.5.1 either party has been notified that, or, acting reasonably and in good faith, believes that, making such Game available in the relevant Territory (or any part thereof) is unlawful;
- 2.5.2 there is a change in the laws and/or regulations in the relevant Territory (or any part thereof) which would result in the offering of the relevant Game to End Users in the relevant Territory (or part thereof) being unlawful or non-compliant with Applicable Laws; and/or

any circumstances arise which result in Licensor's risk profile in relation to the legal, political or regulatory environment for offering the relevant Game to End Users in the relevant Territory (or any part thereof) changing to a level that Licensor, acting reasonably, considers is unacceptable.

3. LICENCE RESTRICTIONS

- 3.1 LICENSEE must obtain the prior written approval of Licensor before Deploying or otherwise providing Games on a Website not listed in Schedule D. In the event that Licensor so approves a new Website, Schedule D shall be deemed amended to include that Website.
- 3.2 LICENSEE acknowledges and agrees that any inventions, improvements, suggestions or contributions disclosed by LICENSEE to Licensor that are subsequently incorporated into any of the Games shall be the sole and exclusive property of Licensor.
- 3.3 LICENSEE acknowledges and agrees that: (i) Licensor shall at all times retain its rights in the Games and all subsequent copies and modifications of the Games as well as all GT IP; and (ii) the Games will reside solely on servers belonging to or licensed by Licensor or as otherwise arranged by Licensor and no copies thereof will be made by, or made available to, LICENSEE.

- 3.4 LICENSEE acknowledges that Licensor reserves the right, at any time and without notice, to monitor compliance with the terms of this license and this Agreement to otherwise protect its rights in and to the Games and the GT IP by incorporating license management technology into the Games and monitoring usage, including time, date, access or other controls, counters, serial numbers and/or other security devices.
- 3.5 LICENSEE acknowledges that all Intellectual Property Rights in and to the Games (including any images, photographs, animations, video, audio, music, text, "applets," and "plug-ins," incorporated therein), the accompanying printed materials, and any copies of the Games constitute GT IP.
- 3.6 LICENSEE shall not (and shall not permit any third party to):
- 3.6.1 decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct or derive any source code (or underlying ideas, algorithms, structure or organization) from the Games or from any other information by any means whatsoever;
 - 3.6.2 distribute, disclose or allow use of any of the Games in any format through any timesharing device, service bureau, network or by any other means, to or by any third party other than as expressly permitted herein for LICENSEE, its Affiliates and its clients;
 - 3.6.3 modify, adapt, translate, rent, lease, license, sublicense, loan, sell or create a derivative work of the Games or any portion thereof, except as expressly permitted herein;
 - 3.6.4 transmit through or post on the Games unlawful, libelous, tortuous, infringing, defamatory, threatening, vulgar, or obscene material or material that may be harmful to minors;
 - 3.6.5 remove or alter any copyright or other proprietary notices from the Games, or from any content, services or features contained on or through the Games;
 - 3.6.6 knowingly transmit material containing software viruses or other harmful or deleterious computer code, files, scripts, agents, or programs;
 - 3.6.7 use Games in conjunction with any open source code that would bind Licensor to any bounded license requirements requiring Licensor to release its technology under any terms; or
 - 3.6.8 operate, utilize or Deploy the Games in a manner that violates any Applicable Laws.

4. SETUP, SUPPORT AND MAINTENANCE SERVICES

- 4.1 The Parties hereby agree to use commercially reasonable efforts to complete the setup of the Games on the Websites. LICENSEE agrees to promptly provide Licensor with any and all information under its control or in its possession, which Licensor either needs or may reasonably request, regarding the setup and all matters incidentally required by Licensor to complete setup and integration procedures, including any modifications to the Websites as reasonably requested by Licensor.
- 4.2 Licensor will provide LICENSEE with support and maintenance services (the "**Services**").

- 4.3 Licensor shall provide the Services in accordance with the levels of service detailed in Schedule C, as applicable.

5. FEES AND EXPENSES

- 5.1 In consideration for the licenses granted and the Services provided by Licensor to LICENSEE hereunder, LICENSEE shall pay Licensor the Fees. Licensor shall submit to LICENSEE appropriate invoices for the Fees payable on a monthly basis in arrears during the Term. Each such invoice shall set out any applicable value added tax (VAT) or goods and services tax separately and shall be paid by LICENSEE within twenty (20) days of receipt. LICENSEE shall be liable to pay all taxes (including VAT, if payable), charges and levies (save for income taxes payable by Licensor) that may apply to any Fees paid.
- 5.2 Invoices shall be sent to LICENSEE on or before the tenth (10th) calendar day of each month for the Fee payable for the previous month and shall include: (i) the calculation used to determine such Fee; (ii) the period of the invoice; and (iii) any reasonable costs or expenses (if such costs and expenses have been approved in writing by LICENSEE and are supported by a valid receipt).
- 5.3 If LICENSEE fails to pay by the due date any amount payable by it, Licensor shall be entitled, but not obliged, to charge interest on the overdue amount, from the due date up to the date of actual payment, at the lesser of: (i) a rate of one and five tenths percent (1.5%) of the unpaid amount per month, being eighteen percent (18%) annually; or (ii) the maximum amount permissible by law.
- 5.4 All sums payable hereunder shall be made in euros by bank transfer to the account nominated by Licensor from time to time. Any foreign exchange currency calculations required in order to calculate the Fees shall be performed at a rate as mutually agreed to in writing between the Parties, acting reasonably, from time to time.
- 5.5 If, in accordance with any Applicable Law, any withholding tax is imposed on any payment payable by LICENSEE to Licensor, LICENSEE agrees to pay, all taxes levied against or upon the Games and any other goods and services provided hereunder, or LICENSEE's use thereof, exclusive of any income taxes payable by Licensor. If any tax for which LICENSEE is responsible hereunder is paid by Licensor, LICENSEE will reimburse Licensor within thirty (30) days upon receipt of an appropriate invoice.

6. RECORDS AND AUDIT RIGHTS

- 6.1 LICENSEE shall keep at its offices complete and accurate books of account and records together with supporting documentation in relation to Deployment of the Games, the calculation and payment of any Fees (and any expenses, if applicable), the Game License Fee and LICENSEE's performance of its obligations under this Agreement (collectively, the "**Records**") during the Term and for three (3) years following its expiry or earlier termination.
- 6.2 Licensor shall have the right to appoint internal or external auditors or examiners which LICENSEE shall permit to, upon reasonable notice during normal business hours, inspect and audit the Records and have access to the premises on which the Records are stored to the extent necessary to ascertain whether there has been an underpayment of the Fees due to Licensor.
- 6.3 In the event that any inspection and/or audit of the Records undertaken by Licensor

reveals that:

- 6.3.1 Licensor has been underpaid Fees owed to it by LICENSEE, LICENSEE shall pay to Licensor the amount of any underpayment revealed by the inspection and/or audit to Licensor within three (3) Business Days; or
- 6.3.2 there has been an underpayment of any Fees of more than five percent (5%) of the total that should have been paid by LICENSEE in respect of the period that is the subject of the inspection and/or audit then LICENSEE shall reimburse Licensor for the reasonable costs and expenses incurred by Licensor in connection with such inspection and/or audit.
- 6.4 Licensor may perform no more than four (4) such inspection(s) and/or audit(s) during any one (1) year unless an inspection and/or audit reveals that Licensor has been underpaid with respect to the Fees, in which case Licensor may perform such further inspections and/or audits as are reasonably necessary, in its sole opinion, to ensure that there are no future underpayments in the Fees due to Licensor.
- 6.5 LICENSEE shall provide Licensor with such assistance as may reasonably be required by Licensor for the purpose of giving full effect to clause 6.

7. REGULATORY REPRESENTATIONS AND WARRANTIES

- 7.1 The Parties each recognize that the Games may be used in the provision of online gambling services and that such industry is regulated and subject to restrictions in various jurisdictions. Accordingly, each Party provides the other with the warranties and undertakings set out below.
 - 7.1.1 Each Party warrants that it holds and will maintain throughout the Term all necessary applicable consents, licenses and approvals for the lawful performance of its obligations under this Agreement.
 - 7.1.2 In the event that either Party has such a consent, license or approval necessary for the performance of its obligations under this Agreement withdrawn, cancelled or suspended it shall use reasonable commercial efforts to notify the other Party within two (2) Business Days of becoming aware of such an event and in any event as soon as reasonably practicable.
 - 7.1.3 Each Party shall undertake any requested action in the performance of this Agreement reasonably required for the other Party to comply with any Applicable Laws related to the Deployment or use of the Games or any other matter relating to the Agreement, including providing such information to the other Party as the other Party may reasonably require in order to satisfy any information reporting, disclosure and other related obligations to any Regulator from time to time.
 - 7.1.4 Each Party shall comply with all Applicable Laws regarding the use of the Input Materials in the provision of online gambling services and any other matters relating to this Agreement.
- 7.2 Where approval of a Regulator is required to utilize the Games and/or Deploy the Games, LICENSEE is responsible for obtaining any approval, license, authority, consent or any other permission in an Act or by a Regulator for the Games to be considered lawful under an Act ("**Regulatory Approval**"). Upon receiving a request from LICENSEE, Licensor



shall provide such information and assistance as may be reasonably required to a Regulator in connection with LICENSEE obtaining any Regulatory Approval.

8. SPECIAL PROVISIONS FOR THIRD PARTY GAMES

8.1 LICENSEE hereby acknowledges and agrees that:

- 8.1.1 any Games that are Third Party Games are, or may be subject to, Third Party Game Terms;
- 8.1.2 Licensor's acceptance of, and any of its obligations under this Agreement shall, at all times, be conditioned on LICENSEE's strict adherence to the applicable Third Party Game Terms; and
- 8.1.3 Third Party Game Terms are subject to change at Licensor's sole discretion based on the third party licensor's requirements and the addition or removal of such Games from Licensor's inventory, and Licensor shall promptly notify LICENSEE of any such change.

9. BRIBERY AND ANTI-CORRUPTION MATTERS

9.1 No payments or undue financial or other advantage of any kind shall be made by LICENSEE or its personnel, directly or indirectly, to any entity, government, corporation or other person for the purpose of improperly inducing or influencing the consideration of applications for a business activity or the receipt of any other benefits, including the obtaining or retaining of business. LICENSEE shall:

- 9.1.1 comply with all applicable laws, statutes and regulations relating to anti-bribery and/or anti-corruption (including, if applicable, the UK's Bribery Act 2010 (the "**Bribery Act**"));
- 9.1.2 not engage in (or direct, authorise, or knowingly permit a person acting on its behalf or providing services to it, to engage in) any activity, practice or conduct which constitutes an offence under any applicable anti-bribery and/or anti-corruption legislation (including acts which would constitute an offence under sections 1, 2 or 6 of the Bribery Act if such activity, practice or conduct had been carried out in the UK);
- 9.1.3 not make any political donations for the benefit of, or on behalf of Licensor, or in relation to the subject matter of this Agreement; and
- 9.1.4 notify Licensor immediately if it becomes aware that, or has reason to believe that, it has breached its obligations under this clause 9.

9.2 LICENSEE warrants, represents and undertakes that it has implemented, and will maintain throughout the Term, effective systems and controls to prevent Bribery (as defined below), slavery and human trafficking from affecting any part of its business and supply chain. LICENSEE shall, on demand, provide Licensor with a summary of the steps it takes from time to time to prevent Bribery, modern slavery and human trafficking (including details of any relevant staff and supplier policies and details of due diligence conducted on suppliers).

9.3 LICENSEE represents, warrants and undertakes that it does not engage in Bribery, does not direct, authorise or knowingly permit any person who acts on its behalf or provides

services to it, to engage in Bribery.

9.4 For the purposes of this clause 9, "**Bribery**" means offering, promising or giving any financial or other advantage to:

9.4.1 any third party (i) to induce or reward the third party in connection with the improper performance of any activity connected with their business or employment or of their public functions; or (ii) if the acceptance of the financial or other advantage by the third party would constitute the improper performance of any activity connected with their business or employment or of their public functions; or

9.4.2 any public official, or to any person at the request, or with the assent, of a public official, unless the public official is permitted or required to receive the financial or other advantage by any written law applicable to the public official;

in order (in either case) to retain business for Licensor or its Affiliates or some advantage in the conduct of such person's business.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 All Intellectual Property Rights belonging to either Party at the Effective Date shall (as between the Parties) remain, at all times that Party's property and, unless otherwise expressly provided for in this Agreement, neither Party shall acquire any right, title and/or interest in the other Party's Intellectual Property Rights as a result of this Agreement.

10.2 LICENSEE agrees that all Intellectual Property Rights in the Games and the Input Materials constitute GT IP and shall, as between the parties, belong to and be the absolute property of Licensor (or the relevant third party licensor of Licensor, where applicable).

10.3 LICENSEE shall not do, cause or authorise to be done, anything which in Licensor's reasonable opinion will or may in any way impair, damage or be detrimental to or otherwise adversely affect the reputation or goodwill associated with Licensor or its Affiliates, the Games, the Input Materials, or any of the GT IP. LICENSEE also agrees not to use any of the GT IP in any manner likely to cause harm to the validity of those Intellectual Property Rights.

11. WARRANTIES AND REPRESENTATIONS

11.1 Licensor warrants, represents and undertakes that:

11.1.1 it is an entity duly organized and validly existing and in good standing under the laws of the jurisdiction in which it is organized;

11.1.2 it has full right and capacity to enter into and to perform its obligations under this Agreement, including granting to LICENSEE a license or sub-license to use the Games as contemplated by this Agreement; and

11.1.3 it has and will maintain all necessary and applicable rights, licenses, consents, permissions and business permits to enter into and perform its obligations under this Agreement.

11.2 LICENSEE warrants, represents and undertakes that:

- 11.2.1 it is an entity duly organized and validly existing and in good standing under the laws of the jurisdiction in which it is organized;
- 11.2.2 it has full right and capacity to enter into and to perform its obligations under the Agreement;
- 11.2.3 it shall observe and comply, with all Applicable Laws in the course of exercising its rights and fulfilling its obligations under the Agreement;
- 11.2.4 it has and will maintain all necessary rights, licenses, consents, permissions and business permits to enter into and perform its obligations under the Agreement;
- 11.2.5 it will not, nor cause or permit any third party to, copy, disassemble or reverse engineer any of the GT IP;
- 11.2.6 it will only Deploy, configure, use and operate the Games strictly in compliance with: (i) this Agreement; and (ii) Applicable Law;
- 11.2.7 it will ensure the content on the Websites complies with all Applicable Laws;
- 11.2.8 it will have in place and operate appropriate systems and measures designed to identify and prevent End Users who are located outside the relevant Territory from placing bets on the Games via the Websites;
- 11.2.9 it will comply with all terms imposed by any third party licensor (of Licensor or its Affiliates which are applicable to the use of the Games) as such terms are notified by Licensor to LICENSEE from time to time;
- 11.2.10 it will maintain in good standing and comply in all respects with all necessary Regulatory Approvals in order for it to Deploy the Games and otherwise fulfil its obligations hereunder (including any Regulatory Approvals necessary in the Territory), and not do or omit to do anything that would breach or contravene the Regulatory Approvals or any laws or regulations applicable to the Regulatory Approvals in the Territory;

12. LICENSOR INDEMNITIES

- 12.1 Subject to clause 12.2, Licensor shall indemnify on demand and hold harmless LICENSEE and each of the directors, officers, and employees of LICENSEE (each being a **"LICENSEE Indemnified Party"**) from and against losses, demands, claims, damages, costs, expenses (including reasonable legal costs and expenses and VAT thereon) and liabilities suffered or incurred directly by a LICENSEE Indemnified Party in consequence of any third party claim that the use of the Games by LICENSEE Indemnified Party in accordance with the terms of this Agreement and the reasonable instructions of Licensor infringes the Intellectual Property Rights of such third party (a **"LICENSEE Claim"**).
- 12.2 Notwithstanding the foregoing, Licensor shall have no liability for any LICENSEE Claim arising as a result of:
 - 12.2.1 modifications to the Games performed by or on behalf of LICENSEE Indemnified Party;

- 12.2.2 use or combination by or on behalf of LICENSEE Indemnified Party of the Games with other games, programs or data;
 - 12.2.3 possession, use, development, modification or maintenance of the Games (or any part thereof) by or on behalf of LICENSEE Indemnified Party other than in accordance with the terms of this Agreement; or
 - 12.2.4 any breach of this Agreement or act or omission or negligent or wilful misconduct by or on behalf of LICENSEE Indemnified Party.
- 12.3 In the event any third party makes a claim or notifies an intention to make a LICENSEE Claim, LICENSEE shall: (i) without delay give written notice of such claim to Licensor, specifying the nature of the claim in reasonable detail; (ii) not make any admission of liability, agreement or compromise in relation to the claim without the prior written consent of Licensor (such consent not to be unreasonably conditioned, withheld or delayed); (iii) allow Licensor full control and conduct of the defense or settlement of the claim; and (iv) provide to Licensor all reasonable assistance, information and authority necessary to act in connection with the defense or settlement of the claim, at Licensor's expense.
- 12.4 If any LICENSEE Claim is made or, Licensor may, at its sole option and expense: (i) procure for LICENSEE the right to continue using the Games (or any part thereof) in accordance with the terms of this Agreement; (ii) modify the Games in such a way that it ceases to be infringing; or (iii) replace the Games with non-infringing games, provided that if Licensor modifies or replaces the Games, LICENSEE shall have the same rights in respect thereof as it would have had under those clauses had the references to the date of this Agreement been references to the date on which such modification or replacement was made.

13. LICENSEE INDEMNITIES

- 13.1 LICENSEE shall indemnify on demand and hold harmless Licensor, each of Licensor's Affiliates and each of the associates, directors, officers, employees, agents, shareholders, licensors and partners of Licensor and each of Licensor's Affiliates (each being a "**Licensor Indemnified Party**") from and against any and all losses, demands, claims, damages, costs, expenses (including reasonable legal costs and expenses and VAT thereon) and liabilities suffered or incurred by a Licensor Indemnified Party in consequence of or in any way connected with:
- 13.1.1 any breach by LICENSEE of any term of this Agreement; or
 - 13.1.2 any claim brought against Licensor alleging that the Games, and/or the use of the Games (or any part thereof), infringe the Intellectual Property Rights of a third party that arises as a result of:
 - (a) modifications to the Games performed by or on behalf of LICENSEE Indemnified Party;
 - (b) use or combination by or on behalf of LICENSEE Indemnified Party of the Games with other games, programs or data;
 - (c) possession, use, development, modification or maintenance of the Games (or any part thereof) by or on behalf of LICENSEE Indemnified Party other than in accordance with the terms of this Agreement; or

- (d) any breach of this Agreement or act or omission or negligent or wilful misconduct by or on behalf of LICENSEE Indemnified Party,

collectively "**GT Claims**" and each an "**GT Claim**".

13.2 In the event of any GT Claim, Licensor shall:

- 13.2.1 notify LICENSEE in writing of any such claim; and
- 13.2.2 give LICENSEE (at LICENSEE's own cost) conduct of the defense of such claim and all related settlement negotiations; and
- 13.2.3 provide LICENSEE with reasonable assistance, information, and authority necessary to act in accordance with clause 13.2.2, all out-of-pocket expenses incurred by any Licensor Indemnified Party in providing such assistance, information and authority to be reimbursed by LICENSEE.

13.3 Licensor shall have the right but not the obligation to join in any proceedings conducted by LICENSEE pursuant to the clauses set out above. Licensor may settle any such proceedings (after giving prior written notice of the terms of settlement (to the extent legally possible) to LICENSEE, but without obtaining LICENSEE's consent) if Licensor believes that failure to settle the proceedings would be prejudicial to it in any material respect.

14. TERM AND TERMINATION

14.1 This Agreement shall commence on the Effective Date and continue for one (1) year from the Effective Date (the "**Initial Term**"), unless terminated earlier in accordance with the terms of this Agreement. Following the Initial Term, this Agreement shall automatically continue and remain in effect until terminated by either Party by giving no less than one (1) months' written notice (including by email) to the other Party (collectively, the "**Term**").

14.2 Either Party (the "**Non-Defaulting Party**") may terminate this Agreement (without prejudice to its other rights and remedies) with immediate effect by written notice to the other Party (the "**Defaulting Party**") if the Defaulting Party:

- 14.2.1 is the subject of an investigation by any Regulator or any Regulator is alleging that the operations of the Defaulting Party, whether pursuant to this Agreement or otherwise, are illegal or otherwise in contravention of any Applicable Law;
- 14.2.2 commits a material or persistent breach of any of its obligations under this Agreement and if the breach is capable of remedy, fails to remedy it during the period of fifteen (15) days starting on the date of receipt of notice from the Non-Defaulting Party specifying the breach and requiring it to be remedied;
- 14.2.3 becomes insolvent (including being unable to pay its debts as they fall due and/or that the value of its assets is less than the amount of its liabilities taking into account its contingent and prospective liabilities), proposes an individual, company or partnership voluntary arrangement, has a receiver, administrator or manager appointed over the whole or any part of its business or assets; if any petition shall be presented, order shall be made or resolution passed for its winding up (except for the purpose of a *bona fide* amalgamation or reconstruction), bankruptcy or dissolution (including the appointment of provisional liquidators/interim receivers or special managers); if it shall otherwise propose or enter into any composition or arrangement with its



creditors or any class of them, if it ceases or threatens to cease to carry on business or if it claims the benefit of any statutory moratorium;

14.2.4 suffers or there occurs in relation to that party, any event which is analogous to any of the events referred to in clause 14.2.3 in any part of the world; or

14.2.5 as otherwise provided for in this Agreement.

14.3 Each Party shall as soon as reasonably practicable give notice in writing to the other Party of any event within clauses 14.2.3 or 14.2.4 which occurs during the Term and which would entitle the other Party to terminate this Agreement.

14.4. This contract may be terminated by the LICENSEE at any time by giving written notice (including by email) at least one (1) month in advance. In such event, the LICENSOR shall be paid under the terms of this contract for all services provided to and accepted by the LICENSEE prior to the effective date of termination.

15. CONSEQUENCES OF TERMINATION

15.1 Following expiry or earlier termination of this Agreement, LICENSEE shall only be required to pay to Licensor such portion of any Fee which: (i) has then accrued; and (ii) has not already been paid by LICENSEE.

15.2 Upon expiry or earlier termination of this Agreement:

15.2.1 the Parties shall, within ninety (90) days of the date of termination, pay to the other Party any and all outstanding payments, reimbursements, compensation or debts;

15.2.2 the license granted to LICENSEE under clause 2.1 shall terminate and LICENSEE shall immediately cease all use of the Games and Input Materials and any parts thereof;

15.2.3 Licensor may immediately cease Deployment of the Games and any parts thereof; and

15.2.4 LICENSEE shall immediately return to Licensor or (in Licensor's sole discretion) destroy or permanently delete any materials and documentation in relation to the Games (or any Input Materials) and copies thereof provided to LICENSEE by Licensor (if any) and serve on Licensor a statement signed by an officer of LICENSEE confirming that it has done so.

15.3 The Parties shall have no further obligations or rights under this Agreement after expiry or earlier termination of this Agreement, without prejudice to any obligations or rights which have accrued to either Party at the time of such expiry or termination, save that clauses 1 (Definition and Interpretations), 3 (License Restrictions), 7 (Regulatory Requirements), 10 (Intellectual Property Rights), 11.2.11 (Data Protection), 15 (Consequences of Termination), 17 (Limitation of Liability), 18 (Confidentiality), 20 (General) and 21 (Governing Law and Jurisdiction) (together with those other clauses the survival of which is necessary for the interpretation or enforcement of this Agreement shall continue to have effect after such expiry or termination.

16. ASSIGNMENT

- 16.1 Save as set out in clause 16.2, neither Party shall, without the prior written consent of the other Party (such consent not to be unreasonably withheld, conditioned or delayed), effect a Change of Control, assign at law or in equity (including by way of a charge or declaration of trust), sub-license or deal in any other manner with this Agreement or any rights under this Agreement, or sub-contract any or all of its obligations under them or purport to do any of the same. Any purported assignment in breach of this clause shall confer no rights on the purported assignee.
- 16.2 Both Parties may assign their respective rights under this Agreement to one of its Affiliates on notice to the other Party, provided that:
- 16.2.1 if the assignee ceases at any time to be an Affiliate of LICENSEE or Licensor, as the case may be, the assigning Party shall procure that the assignee shall assign the benefit back to LICENSEE or Licensor, as the case may be, or to another Affiliate of LICENSEE or Licensor, as the case may be; and
- 16.2.2 the assigning party shall procure that the assignee complies with the terms and conditions of this Agreement.

17. LIMITATION OF LIABILITY

- 17.1 Nothing in this Agreement shall limit or exclude either Party's liability for:
- 17.1.1 death or personal injury resulting from such party's negligence;
- 17.1.2 fraud or fraudulent misrepresentation; or
- 17.1.3 for any other liability that cannot be limited or excluded by Applicable Laws.
- 17.2 Notwithstanding anything in this Agreement, Licensor shall not be liable in contract, tort (including negligence), equity or for breach of statutory duty or in any other way, for: (i) any indirect or consequential damages or losses; or (ii) for any loss of profit, revenues or business, loss of savings or loss of goodwill or reputation damage (in each case whether direct or indirect), suffered by LICENSEE arising out of or in connection with this Agreement., or any use of the Games, whatsoever, even if such loss was reasonably foreseeable or Licensor had been advised of the possibility of LICENSEE incurring it.
- 17.3 Notwithstanding anything in this Agreement but subject to clause 17.1, the total aggregate liability of Licensor to LICENSEE under or in connection with this Agreement shall not exceed a sum equivalent to one hundred thousand euros (100,000) euros.

18. CONFIDENTIALITY

- 18.1 Subject to clause 18.2 each Party undertakes that it will not at any time hereafter use, divulge or communicate to any person (except to its professional representatives or advisers and any employees, agents or subcontractors who need to know such information for the performance of this Agreement and provided that such Party shall inform each of them of, and procure their compliance with, the terms of this clause 18), the terms of this Agreement or any Confidential Information concerning the other Party or any Affiliate of such other Party which may have or may in the future come to its knowledge. Neither Party shall use any such Confidential Information except for the performance of this Agreement.

18.2 The obligation of confidentiality contained in clause 18.1 shall not apply or (as the case may be) shall cease to apply to Confidential Information which:

18.2.1 at the time of its disclosure by the disclosing party is already in the public domain, or which subsequently enters the public domain, other than by breach of this Agreement by the receiving party;

18.2.2 is already known to the receiving party (as evidenced by written records) at the time of its disclosure by the disclosing party and was not otherwise acquired by the receiving party from the disclosing party under any obligations of confidence;

18.2.3 is at any time after the date of this Agreement acquired by the receiving party from a third party having the right to disclose the same to the receiving party without breach of obligation owed by that third party to the disclosing party;

18.2.4 is required to be disclosed by Applicable Law or order of a court of competent jurisdiction or government department or agency, provided that prior to such disclosure the receiving party shall, wherever possible and permitted by Applicable Law, advise the disclosing party of the proposed form of the disclosure;

18.2.5 is independently developed by the receiving party without reference to the Confidential Information of the disclosing party; or

18.2.6 the disclosing party informs the receiving party in writing that the information is not Confidential Information.

18.3 Neither Party shall make any public announcements with respect to any aspect of this Agreement or its relationship with the other Party without the prior written approval of the other Party for each such announcement.

19. NOTICES

19.1 Any notice, demand or other communication given or made under or in connection with this Agreement shall be in writing and shall be served by hand, prepaid first class recorded delivery (including special delivery), courier or prepaid first class recorded airmail ("**Posted Notice**") or electronically:

in the case of Licensor to:

Attention: The Directors

Email: gametechiom@dcts-iom.com

Allister Crossley

in the case of LICENSEE to:

Attention: Bevan Bax

Email: bevan.b@10.marketing; legal@sunstarimpactnv.com



or such other address as the relevant party may designate to the other in writing from time to time. Any notice properly sent or delivered in accordance with the foregoing shall be deemed to have been received as follows:

- 19.1.1 if delivered personally by hand, on the day and at the time of delivery if delivered at or before 17.00 (in the place of receipt) on any Business Day and otherwise at 09.00 (in the place of receipt) on the next Business Day;
 - 19.1.2 if delivered by prepaid first class recorded delivery (including special delivery), at 09.00 (in the place of delivery) on the second (2nd) Business Day after posting;
 - 19.1.3 if delivered by courier, at the time of signature on the courier's receipt if delivered at or before 17.00 (in the place of receipt) on any Business Day and otherwise at 09.00 (in the place of receipt) on the next Business Day; or
 - 19.1.4 if sent by prepaid first class recorded airmail, at 09.00 (in the place of delivery) on the fifth (5th) Business Day after posting.
- 19.2 Notice given under this Agreement may also be validly served if sent by email to the relevant email address for notices as set out in this Agreement (or such other email address as the relevant party may designate to the other in writing from time to time), provided that if such notice relates to a breach of this Agreement, a claim under the indemnities of this Agreement, a Posted Notice is also sent to the relevant party. Any such notice sent by email shall be deemed to have been served at the time of delivery of such email or where a Posted Notice is also required, at the time of delivery of the associated Posted Notice.
- 19.3 For the avoidance of doubt, the Parties agree that the provisions of this clause 19 shall not apply in relation to the service of any process in any legal action or proceedings arising out of or in connection with this Agreement or the legal relationships established by this Agreement.
- 19.4 A Party may notify the other Party of a change to its name, relevant addressee or address for the purposes of clause 19.1 provided that such notification shall only be effective on:
- 19.4.1 the date specified in the notification as the date on which the change is to take place; or
 - 19.4.2 if no date is specified or the date specified is less than five (5) Business Days after the date on which notice is given, the date falling five (5) Business Days after notice of any such change has been given.

20. GENERAL

- 20.1 Nothing in this Agreement is intended to or shall operate to create a partnership or joint venture of any kind between the Parties, or to authorise any Party to act as agent for the other, or create an employee-employer relationship, and no Party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way or to hold itself out in its advertising or otherwise in any manner which would indicate or imply any such relationship with the other unless expressly provided otherwise in this Agreement.

- 20.2 No modification or variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the Parties to this Agreement. For the avoidance of doubt, no modification or variation of this Agreement shall be valid if made by email.
- 20.3 Unless expressly so agreed, no modification or variation of this Agreement shall constitute or be construed as a general waiver of any provisions of this Agreement, nor shall it affect any rights, obligations or liabilities under this Agreement which have already accrued up to the date of such modification or waiver, and the rights and obligations of the Parties under this Agreement shall remain in full force and effect, except and only to the extent that they are so modified or varied.
- 20.4 Any waiver of a breach of any of the terms of this Agreement shall not be deemed a waiver of any subsequent breach and shall in no way affect the other terms of this Agreement. In no event will any course of dealing between the Parties or any delay, failure or omission (in whole or in part) in enforcing, exercising or pursuing any right, power, privilege, claim or remedy conferred by or arising under this Agreement or by law, be deemed to be or construed as a waiver of that or any other right, power, privilege, claim or remedy in respect of the circumstances in question, or operate so as to bar the enforcement of that, or any other right, power, privilege, claim or remedy, in any other instance at any time or times subsequently.
- 20.5 A person who is not a party to this Agreement has no right to rely upon or enforce any term of this Agreement.
- 20.6 The rights and remedies under any provision of this Agreement are cumulative and in addition to and not in substitution for any other rights and remedies available under any other provision of this Agreement, at law, in equity or otherwise. No single or partial exercise by a Party of any right or remedy precludes or otherwise affects the exercise of any other right or remedy to which a Party may be entitled.
- 20.7 This Agreement constitutes the entire agreement and understanding of the Parties relating to the subject matter of this Agreement and supersedes any previous agreement or understanding between the Parties in relation to such subject matter. In entering into the Agreement, the Parties have not relied on any statement, representation, warranty, understanding, undertaking, promise or assurance (whether negligently or innocently made) of any person (whether party to the Agreement or not) other than as expressly set out in the Agreement. Each Party irrevocably and unconditionally waives all claims, rights and remedies which but for this clause it might otherwise have had in relation to any of the foregoing. Nothing in this clause shall exclude or restrict the liability of either Party arising out of its pre-contract fraudulent misrepresentation or fraudulent concealment.
- 20.8 Neither Party shall be liable to the other for its failure to perform any of its obligations under this Agreement as a result of any cause beyond its reasonable control including an act of war, an act of public authority, new or amended legislation, a labour market conflict and other similar circumstances.
- 20.9 If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect. If any provision of this Agreement is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification(s) as may be necessary to make it valid.

- 20.10 This Agreement may be executed by the Parties in counterparts which together constitute one and the same agreement, which shall be binding and effective as to all Parties. Notwithstanding any provision to the contrary, this Agreement shall be considered delivered upon receipt by the applicable Party of a signed electronic copy.

21. GOVERNING LAW AND JURISDICTION

- 21.1 The validity, construction and performance of this Agreement (and any claim, dispute or matter arising under or in connection with it or its enforceability or formation) shall be governed by and construed in accordance with the laws of Isle of Man.
- 21.2 Each Party irrevocably submits to the exclusive jurisdiction of the Isle of Man courts over any claim, dispute or matter arising under or in connection with this Agreement (including non-contractual disputes or claims) or its enforceability or formation or the legal relationships established by this Agreement and waives any objection to proceedings in such courts on the grounds of venue or on the grounds that proceedings have been brought in an inconvenient forum.

[Remainder of page intentionally left blank.]



IN WITNESS WHEREOF the Parties hereto have properly executed this Agreement each on the date below and signature of its duly authorized representative below:

GAMETECH SOLUTIONS LIMITED

Per :

Allister Crossley

Authorized Signature

Name : Allister Crossley

Title : Director

Date : 04-Mar-2024

Sunstar Impact N.V.

Per :



Authorized Signature

Name : Gouloud Hammoud f/obo Guardian Corporation Curacao B.V.

Title : Corporate Director

Date : February 27, 2024

SCHEDULE A TERRITORY

For the purposes of this Agreement, each of the following defined terms and jurisdictions shall constitute and form part of the “**Territory**” for the purposes of this Agreement, including Schedule B.

1. Subject to the provisions of this Agreement, the following countries shall constitute the Territory

Asia territories are as follows:

China
Indonesia
India
Japan
Cambodia
South Korea
Laos
Mongolia
Nepal
Thailand

Rest of World (ROW) territories are as follows:

Algeria
Bahrain
Brazil
Kuwait
Lebanon
Morocco
Oman
Qatar
Saudi arabia
United Arab Emirates
Additional territories to be agreed in writing with email being suffice



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SCHEDULE B FEES

1. DEFINITIONS

For the purposes of this Schedule, the following terms and expressions shall have the meaning set forth below:

"Bets" means the total amount of the combined bets by End Users playing the Games in each relevant calendar Month.

"Commission Rate" means the applicable royalty rate charged to LICENSEE by Licensor and payable by LICENSEE to Licensor. There are different commission rates for different game categories and in certain cases there are different rates for different content providers. The rates are tiered based on the total Casino Gross Gaming Revenue for each game category and content provider in a specific month. The following commission rate tiers are:

Commission Rate applicable on Casino Gross Gaming Revenue in the Asia territories:

Game Provider	RATE
AvatarUX	7%
BigTimeGaming	8%
Blue Print	9%
Booongo	7%
Evolution	9.5% on first 1,000,000 euro GGR, 9% on over 1,000,000 euro GGR Additional charges as detailed below: Casino Hold'em and 2 Hands Casino Hold'em 1%GGR Side Bets on Black Jack and Baccarat 3% GGR Extreme texas Hold Em; Triple Card Poker; Caribbean Stud Poker; Double Ball Roulette, Dual Play Roulette, Lightening Roulette and Lightening Dice Table: 3% GGR Hindi Roulette 3% GGR Monopoly: 5% GGR Crazy Time: 3% GGR



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	0.12c betcount fee on low stakes BlackJack
Winfast	8%
Hacksaw	7%
IronDog	7%
Mannaplay	7%
Onetouch (RNG)	8%
Onetouch (live Bombay)	8%
PGSoft	8%
PlaynGo	7%
Push	7%
RedTiger	8%
Reloaded	7%
Skywind (slots & Live dealer)	9%
Spribe	8%
Thunderkick	8%
Microgaming	10% and 8% in India
Just4TheWin	10%
BetGames	9%
SmartSoft	7%
Gaming Corps	7%
TopSpin	8%
MPlay	7%
Vivo Gaming	8%



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Commission Rate applicable on Casino Gross Gaming Revenue in the ROW territories:

1x2	Slots - 7% Table Games – 5% Virtuals – 8%
3Oaks	12%
Blue Print	10%
BetGames.TV	9%
Evolution	RNG Games – 9% Base live dealer games - 12% Table Specific Brazilian Roulette Live – 3% additional Brazilian Lightning Roulette – 3% additional Classic fee 0.15 euro/ main bet on the following: Blackjack Classic in Portuguese 1 – 3% additional Blackjack Classic in Portuguese 2 – 3% additional Blackjack Classic in Portuguese 3 – 3% additional Blackjack Classic in Portuguese 4 – 3% additional Blackjack Classic in Portuguese 5 – 3% additional High stake fee 0.3 euro/ all bets on the following: VIP Blackjack in Portuguese – 3% additional XXXtreme Lightning Roulette – 3% additional Grand Casino Dual Play – 3% additional Dragonara Dual Play – 3% additional Hippodrome Casino Dual Play – 3% additional Casino Malta Roulette Dual Play – 3% additional



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	Game Specific Triple Card Poker – 3% additional Extreme Texas Holdem – 3% additional FreeBet Blackjack – 3% additional Lighting Dice – 3% additional Crazy Time – 3% additional Lightning Roulette – 3% additional Lightning Blackjack – 3% additional Crazy Coin Flip – 1% additional Casino Holdem – 1% additional 2 Hand Casino Hold'em – 3% additional Caribbean Stud Poker – 3% additional Texas Holdem Poker – 3% additional Deal or No Deal – 3% additional Monopoly and all variants – 5% additional Dual Play Roulette – 3% additional Double Ball Roulette – 3% additional Mega Ball – 3% additional FP Deal or No Deal – 3% additional XXXtreme Lightning Bacarrat – 3% additional High Stake Blackjack fee of 0.2 euro per bet on high limit tables
EvoPlay	10%
Microgaming	10%
NetEnt	10%



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Kalamba	9%
Gaming Corps	8%
Avatar UX	9%
One Touch	9%
Bombay Club	9%
PUSH	11%
Playson	8%
High5	7 %
Relax (including Relax silver bullet sub studios)	11%
Reelplay	11%
Skywind Slots	Slots - 8% Live Dealer – 6%
Booming	11%
Winfast	8%
Zillion	10%
NoLimit City	11%
Thunderkick	11%
Wazdan	11%
Yggdrasil Peter&Sons, Reelplay)	(Including BangBang, 10%
Tom Horn	7%
Playtech Slots	10%
Playtech Live Dealer	8%



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"Month" means a calendar month as calculated in accordance with the UTC (Coordinated Universal Time) time zone.

"Wins" means the aggregate amount won by End Users playing the Games, excluding Jackpot Payouts, in each relevant calendar Month.

- **CALCULATION OF CASINO GROSS GAMING REVENUE**

The Casino Gross Gaming Revenue shall be calculated as follows:

Casino Gross Gaming Revenue = Bets less Wins

The Parties agree that in the event when the Casino Gross Gaming Revenue for an individual content provider in any calendar month (or part thereof) shall be zero or a negative figure, such negative figure shall not be included in the calculation of the Casino Net Gaming Revenue in the current or any subsequent month and shall not be carried forward to the following calendar month (or part thereof).

- **GAME LICENSE FEE**

Licensor shall license the Games for a Fee (the **"Game License Fee"**) calculated each Month as follows:

Game License Fee =
(Casino Gross Gaming Revenue for the applicable Month x the applicable Commission rate)



SCHEDULE C SERVICE LEVELS

Set out below are the service levels that Licensor will use reasonable commercial endeavours to meet in the provision of the Services to LICENSEE.

1. DEFINITIONS

- Capitalised terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Agreement. The following words and expressions shall have the following meanings, unless the context requires otherwise:

“Critical Issue” means a Game is non-functional or a major portion of the Game is not accessible by a significant number of End Users, including a system outage, critical functionality not available, corruption of data or repeated loss of data, repeated software failures resulting in frequent interruption of service.

“Issue” means an operational failure or impairment of any Game as categorized in accordance with this SLA.

“Medium Level Issue” means: (i) any service-affecting incidents having a more than a minor impact on Game functions; (ii) general questions, information request or features; (iii) problems requiring additional work to operate and to maintain the Game; or (iv) Company inquiries which cannot be solved by the reasonable efforts of LICENSEE's support personnel. LICENSEE's informational technology/support teams shall escalate Issues from Low Level Issue to Medium Level Issue at their complete discretion.

“Low Level Issue” means minor service-affecting incidents having a minor, non-material effect on a Game's functions and features.

“Response Times” has the meaning given to such term in the paragraph below.

“Workaround” means actions and procedures, which circumvent or overcome the impact of the Issue. Workarounds may not provide a final and full resolution to the Issue.

“24x7x365” means 24 hours per day every day of the calendar year.

• HELP-DESK

- Licensor will make available to LICENSEE a dedicated helpdesk to deal with requests for assistance and the resolution of Issues and to report to LICENSEE any Issues that come to Licensor's attention. Licensor will ensure that that the helpdesk is available during business hours (Monday to Friday working days, 9:00 a.m. – 5:00 p.m. PHT).
- Licensor will ensure that the helpdesk is contactable by LICENSEE by telephone, skype or e-mail (at LICENSEE's option).
- Where Licensor becomes aware of an Issue, other than through a report by LICENSEE it will notify LICENSEE as soon as commercially reasonably possible and use commercially reasonable efforts to respond within the Response Times that would be applicable to the corresponding severity of the Issue as set out in the table below. LICENSEE will provide a contact who may



be contacted by telephone or by e-mail for the reporting of Issues discovered by Licensor.

- **ISSUE SEVERITY**

- Each Issue will have an appropriate severity level attributed to it by Licensor (acting reasonably) such that the Issue is categorized as a Critical Issue, Medium Level Issue, or a Low Level Issue.
- Upon detection of any Issue, which is not a Low Level Issue, in any Game by Licensor, Licensor may contact LICENSEE using the contact details set out in this SLA above (or any other agreed communication format notified in advance by LICENSEE).
- Upon detection of any Issue in any Game by LICENSEE, LICENSEE may contact the helpdesk using the contact details provided by LICENSEE (or any other agreed communication format notified in advance by LICENSEE). LICENSEE shall provide Licensor helpdesk with a report of the Issue (in such form as LICENSEE may reasonably determine), including LICENSEE's opinion as to whether it is a Critical Issue, Medium Level Issue or Low Level Issue and any additional information available to LICENSEE and reasonably requested by Licensor helpdesk, including the circumstances in which the Issue arose and the time LICENSEE became aware of it.

- **ISSUE RESPONSE TIMES AND RESOLUTION**

- Licensor will respond to each report of an Issue, and use reasonable commercial efforts to devise an interim solution or Workaround and/or finally resolve each such Issue.
- Licensor will use reasonable commercial endeavours to respond to each report of an Issue that has been logged within the timescale set out in the Response column in the table below (the "**Response Times**") and to update that response as also set out in that column. Licensor will use reasonable commercial endeavours to undertake the work required to create an effective resolution of an Issue in accordance with the details set out in the table below and to provide an effective resolution of each Issue within a commercially reasonable time. All Response Times and Workaround times shall be measured from the earlier of: (i) the time at which the relevant Issue is logged by Licensor; or (ii) the time at which LICENSEE notifies Licensor of the relevant Issue in accordance with the process above.

Issue Category	Initial Response and Update	Workaround
Critical	3 hours and every hour thereafter	Continuous work until a resolution is available
Medium Level	4 hours and each Business Day thereafter	3 Business Days
Low Level	10 hours and every 2 Business Days thereafter	10 Business Days

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SCHEDULE D
APPROVED WEBSITES

Approved Website URLs as follows:

www.moonster.com

As well as their mirrors and aliase(s)

A handwritten signature in blue ink, located in the bottom right corner of the page. The signature is stylized and appears to be a cursive representation of a name.