

Agreement No SG-20-286

Between

SG International N.V.

And

WoT N.V.

**THIS AGREEMENT** has been entered into as of June 5, 2020  
BETWEEN

**SG International N.V.**, reg. no. 137028 (hereafter "Provider"), a company incorporated under the laws of Curacao, having its registered address at Heelsumstraat 51, E-Commerce Park, Curacao,

AND

**WoT N.V.**, reg. no. 129742, a company incorporated under the laws of Curacao, having its registered address at Kaya Richard J. BeaujonZ/N Landhuis Joonchi II, Curacao (hereinafter – Licensee),

Provider and the Licensee are each individually referred to as a "Party" and collectively as the "Parties".

## 1. Background

Whereas:

- (i) Licensee operates, manages and maintains gaming services (the "Licensee Services");
- (ii) PROVIDER shall provide software services (the "PROVIDER Services") to the Licensee;
- (iii) Licensee shall utilize the PROVIDER Services in the Licensee Services with the aim of introducing players to the PROVIDER Services; and
- (iv) PROVIDER shall be responsible for ensuring access to the PROVIDER Services for the duration of and subject to the provisions of this Agreement;

The Parties have agreed to enter into this Agreement for their mutual benefit and in accordance with the terms and conditions set out herein.

## 2. Terms and Definitions

As used in this Agreement, the following terms have the meanings set forth below:

**"Account Manager"** means the PROVIDER contact point for the Licensee, as notified by PROVIDER to Licensee at any time;

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

**"Associated Companies"** means other companies that are connected, directly or indirectly, to PROVIDER, the Licensee and/or the GSPs (as applicable) via either upward or downward majority ownership, e.g., having a joint owner;

**"Confidential Information"** means confidential and/or proprietary information of the other Party, whether communicated orally or in writing, including, without limitation, information of the other Party concerning inventions, trade secrets, know-how, methods, processes, techniques, code, technologies, existing and potential customer and clients lists, financial information, strategic business plans, other technical, business, and operational information and the terms and conditions of this Agreement;

**"Delivery Date"** means a date at which (excluding the PROVIDER Services marked with an\* are not integrated into production at the time of writing), the PROVIDER Services are delivered to the Licensee in such a manner as reasonably required to enable the Licensee to Launch PROVIDER Services.

**"PROVIDER"** means PROVIDER and its Associated Companies;

**"PROVIDER Services"** means the services delivered under this Agreement as listed in the Appendix "PROVIDER Services", provided that these services may be varied by the GSPs at their sole discretion from time to time;

Provider



Licensee



**"First Line Support"** means the support provided to Players by the Licensee via telephone, e-mail or instant chat relating to technical and functional matters pertaining to the Players' use of the PROVIDER Services;

**"Gaming Software Providers (GSPs)"** means the developers and providers of the GSP Software (and their Associated Companies). GSPs shall be contracted by PROVIDER to deliver the PROVIDER Services to Licensee;

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

**"Launch"** means the first day of public availability of the PROVIDER Services on Licensee Services whereby Players may wage real money on PROVIDER Services;

**"Marks"** means the logo and the words pertaining to the business of the Parties and/or the GSPs;

**"Licensee Platform"** means the hardware and software belonging to the Licensee (or a third party contracted by the Licensee) built to run and support the PROVIDER Services in order to provide Licensee Services to Players;

**"Licensee Services"** means any access service offered by Licensee used for the purpose of integration, distribution and display of the PROVIDER Services, irrespective of the medium or electronic communications network over which the said access service is provided;

**"Player"** means an end-user introduced to the PROVIDER Services via the Licensee Services;

**"Player Data"** means any and all data submitted by the Player on the Licensee Services and collected, compiled and stored by the Licensee for the purpose of processing transactions due to a Player's use of the PROVIDER Services;

**"Production Environment"** means the setting where real money play is possible;

**"Software"** means any proprietary software belonging to PROVIDER and/or the GSPs used for the purpose of providing the PROVIDER Services;

The headings and sub-headings are for convenience only and shall not affect the construction of this Agreement. Unless the context requires otherwise, words denoting the singular shall include the plural and vice versa, references to one gender shall refer to either gender and references to any person shall include corporate bodies (wherever incorporated), unincorporated associations, partnerships and statutory bodies, as well as any legal or natural person. The words "other", "include" and "including" do not connote limitation in any way.

### 3. PROVIDER Services

PROVIDER shall deliver the PROVIDER Services listed in the Appendix "PROVIDER Services" and further described in relevant appendices attached to this Agreement.

### 4. Licensee's Obligations

Licensee shall:

- (i) be responsible for attracting new Players for the purpose of using the PROVIDER Services and assist Players with registration for the use of the PROVIDER Services via the Licensee Services;
- (ii) maintain a valid gaming license for the PROVIDER Services at all times. Licensee is aware and understands, that validity of this Agreement is subject to valid gaming license issued to Licensee by a competent licensing authority;
- (iii) at all times be compliant with all requirements and criteria determined by any GSP or licensing authority who issued the relevant gaming license;

Provider

Licensee

(iv) implement new requirements or criteria issued by a GSP in the time period determined by the Provider - non-compliance with this clause shall be cause of suspension or termination of services provided by the relevant GSP such decision being made on sole discretion of the PROVIDER without any liability to Licensee caused by such changes and actions.

(v) within period denoted in respective notice provide PROVIDER with any due diligence documentation as requested by PROVIDER;

(vi) immediately provide PROVIDER with prior written notice regarding any changes to due diligence information provided, any impending bankruptcy, composition or reconstruction proceedings or liquidation for the Licensee; if the Licensee is required to cease the business relationship with PROVIDER or cease performance of any obligation under this Agreement due to an order from any governmental agency or regulatory body to which the Licensee is subject; if the Licensee is under legal persecution for any matter relating to this Agreement or any obligations hereunder; if a relevant gaming license/s has been issued, suspended or repealed for the Licensee or any of its related companies; and any event that gives well founded reason to assume that the Licensee is or will no longer be capable of fulfilling its obligations under this Agreement. The written notice shall be provided to PROVIDER within five (5) days from the date that the aforementioned changes or events have become known to the Licensee. Licensee shall supplement the above notice with any relevant documentation and information when requested to do so by PROVIDER.

(vii) advise PROVIDER when there is a change to the domain names of websites or additional websites using PROVIDER Services/s as specified in the Appendix "Fees".

(viii) use the Provider Service outside territories mentioned in Appendix B.

## **5. PROVIDER's Obligations**

PROVIDER undertakes towards the Licensee to:

(i) undertake all necessary arrangements for the proper implementation of the PROVIDER Services into the Licensee Platform;

(ii) ensure access to and operation of the PROVIDER Services subject to the applicable provisions and for the duration of the term of this Agreement.

## **6. Ownership and Licenses**

(i) All rights and interest in the Intellectual Property and the PROVIDER Services, and all documentation, code and logic, which describes or comprises them, shall remain the sole property of the Party and/or GSP which owns them.

(ii) All rights and interest in the Player Data remains the property of the Licensee. PROVIDER and/or the GSPs may retain encrypted copies of the Player Database as it shall be obliged to do in terms of any applicable laws.

(iii) The Parties grant each other a revocable, non-exclusive and non-transferable world-wide right to incorporate the Marks into the Licensee Services and into their marketing material. Upon PROVIDER's request, Licensee shall incorporate PROVIDER's logo with a hyperlink into the footnote of any website using PROVIDER Services. PROVIDER is entitled to revoke the license provided under this clause in whole or in part upon 5 (five) days prior written notice.

(iv) PROVIDER and/or the GSPs may freely use any suggestions and improvements related to the Software and/or the PROVIDER Services that Licensee provides in connection with this Agreement. In the event that Intellectual Property Rights in the Software and/or the PROVIDER Services shall be deemed to vest to any extent in the Licensee, the latter hereby grants the GSPs an unrestricted, irrevocable, world-wide and royalty-free license, without warranty of any kind, to include them in the

Provider

Licensee

GSPs product or service offerings. The GSPs shall also be entitled to modify and further develop such suggestions and improvements.

## **7. Development and Maintenance**

(i) PROVIDER and/or the GSPs shall be responsible for a reasonable amount of development and maintenance of the Software and the PROVIDER Services, provided that any such development and maintenance shall be undertaken at their sole and absolute discretion. Licensee acknowledges that development and maintenance may not be scheduled according to specific requests of Licensee. In the event that such development and maintenance occur, Licensee agrees to cooperate and to comply with any requirement that might be deemed necessary by PROVIDER for the successful execution of such development and maintenance.

(ii) PROVIDER shall cause each of the respective GSPs to ensure that, in effecting the aforesaid maintenance, and wherever possible, all the necessary skill diligence and precautions are exercised to minimise, reduce and prevent the risks of unnecessary and/or prolonged downtime, inconvenience to Players and any error and/or malfunction in the Software.

## **8. Disrupted Service**

The Parties acknowledge that from time to time, as a result of hardware failure or supplier failures, the PROVIDER Services provided to the Players can be temporarily disrupted. PROVIDER shall use reasonable endeavours to ensure that each of the respective GSPs shall take all the required actions and measures in order to reduce to the minimum such disruption. Licensee acknowledges and accepts that neither PROVIDER and/or the GSPs nor any of their respective members, shareholders, directors, officers, employees or representatives will be liable to Licensee for any direct, special, indirect, consequential, punitive or exemplary damages, or damages for loss of profits or lost earnings, in connection with these temporary disruptions. PROVIDER shall uphold service according to the attached "Service Level Agreement".

## **9. Advertising**

Licensee shall bear all costs and expenses incurred in connection with any action it shall take in relation to the advertising, marketing and promotion of the PROVIDER Services. Advertising shall comply with any applicable advertising rules and regulations and shall not include material that are in material breach of intellectual property rights. Advertising materials require PROVIDER's prior approval. PROVIDER is entitled to issue marketing and advertising terms and conditions based on instructions received or determined by GSP(s), such terms and conditions being binding to the Licensee. Non-compliance of such terms and conditions may be cause of immediate termination of this agreement or suspension of certain PROVIDER Services without any obligation to remedy any damage thus caused.

## **10. Fees**

(i) Licensee shall pay PROVIDER all fees as specified in the appendix "Fees".

(ii) All sums due by PROVIDER to Licensee under this Agreement shall be made in Euros. Where PROVIDER Services are conducted in another currency, the exchange conversation rate used will be closely matched (if practically possible) to the exchange rate used by a specific GSP.

Provider



Licensee



(iii) All sums due by PROVIDER to Licensee under this Agreement are exclusive of Value Added Tax and, or other sales or gaming taxes that may be applicable and shall be made in full without deduction of taxes, charges and other duties that may be imposed.

(iv) PROVIDER shall not be liable for any applicable gaming tax that may at any time be due to any governmental or regulatory authority in any territory.

(v) PROVIDER shall be responsible for calculating Licensee's and PROVIDER's revenues within 10 days from the last day of the previous month. Where necessary PROVIDER shall provide Licensee with the necessary reports for the comparison and sharing, and shall effectuate the sharing by invoicing or crediting the amount due. For avoidance of doubt all data for the purposes of invoicing shall be taken from PROVIDER back-office data. Invoices shall be sent via email. Payment by the Licensee is due within 10 days of receipt of invoice.

(vi) Parties agree, that unless expressly provided otherwise in this Agreement fee for each GSP's Software shall be calculated based on Gross Gaming Revenue (hereinafter also referred to as GGR) (as applicable) generated by each GSP's Software and each fee shall be considered separately. There shall be no negative result carry-over from month to month, from one GSP's Software to another GSP's Software.

(vii) Any overdue payment pursuant to this Agreement shall incur interest in amount of 0,2 % from the due payment per day of delay but not less than in amount of EUR 250. Provided that as from the second reminder issued by PROVIDER for an overdue payment, the following charges shall apply: an administrative charge of EUR 20 per reminder or; interest as set by the rate of the Bank of England plus 8% per annum on the overdue amount; whichever is the greater. Notwithstanding the above mentioned remedies and without any liability to Licensee, PROVIDER shall have the right to suspend the provision of the PROVIDER Services to the Licensee, until such payment is settled in full by the Licensee to PROVIDER.

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

(viii) The Parties agree, that in case the Licensee has delayed any payment due to the Company under this Agreement or any other agreement concluded between the Parties more than 2 (two) times during any 6 (six) months period each time delay being more than 7 (seven) days from due date, the Company shall be entitled to suspend this Agreement unilaterally without any prior notice to the Licensee and the operation of this Agreement shall be renewed only after payment by the Licensee of all debt and deposit in amount of 1/6 (one sixth) part of total of all payments payable by the Licensee to the Company for the previous 6 (six) consecutive months per this Agreement from the Company's notice date (hereinafter – deposit). Further the Company shall be entitled to use the deposit for the purpose of covering the due payments starting from the 7<sup>th</sup> day of any due payment, whereas the Licensee shall be obliged to maintain the amount of deposit with the Company in full amount (1/6 (one sixth part) of total of all payments payable by the Licensee to the Company for the previous 6 (six) consecutive months per this Agreement) as denoted by the Company from time to time. Non - fulfilment of the obligation provided in this Article shall be considered as material breach of this Agreement on side of the Licensee and the Company shall upon its sole discretion suspend or terminate this Agreement with or without any prior notice.

Provider



Licensee



## 11. Professional Services

PROVIDER may provide professional services resources to Licensee per separate agreement. Such resources shall be requested minimum two weeks in advance to allow planning and would be provided based on below rate card. PROVIDER reserves the right to revise these prices on an annual basis but the difference shall not exceed more than 10%.

- Solution Architect 150 Euro per hour
- Developer 100 Euro per hour
- Graphical Designer 100 Euro per hour

The Parties will agree on specifications of tasks in writing (email being sufficient) after which PROVIDER will provide a quote for the completion of the task as specified, including project management, testing, and deployment to production. PROVIDER is entitled to request advance payments.

## 12. Confidentiality

Commencing on the date of signature of this Agreement and for a period of five (5) years from the termination of this Agreement, the Parties shall not reveal Confidential Information of the other Party nor use such Confidential Information otherwise than for the purposes set out in this Agreement. The Parties shall take all necessary precautions reasonably foreseen to prevent unauthorized disclosure or use of such confidential information by employees, agents, sub-contractors or other intermediaries. For the avoidance of doubt, all information not commonly known or available in the public domain shall be considered Confidential Information. The foregoing restrictions on use and disclosure of Confidential Information do not apply to information that (i) is in the possession of the receiving party at the time of its disclosure and is not otherwise subject to obligations of confidentiality; or (ii) is, or becomes publicly known, through no wrongful act or omission of the receiving party; or (iii) is received without restriction from a third party free to disclose it without obligation to the disclosing party; or (iv) is developed independently by the receiving party without reference to the Confidential Information, or (v) is required to be disclosed by law, regulation, or court or governmental order, provided that the party subject to such law, regulation or court or governmental order shall use reasonable efforts to minimise such disclosure and shall notify the other party contemporaneously of such disclosure.

## 13. Responsibility PROVIDER

|                                                                                                                                                                          | PROVIDER | Licensee |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|
| <b>Configuration, Set-up &amp; Integration</b>                                                                                                                           |          |          |
| Hardware Set-up and Configuration                                                                                                                                        | X        | X        |
| PROVIDER Service configuration, set-up & installation                                                                                                                    | X        |          |
| Solution Acceptance testing and verification                                                                                                                             |          | X        |
| Integration with any potential surrounding business systems<br>e.g. Licensee mgmt system, CRM system, financial reporting<br>system, if specified in product description | X        | X        |
| <b>Ongoing Operation</b>                                                                                                                                                 |          |          |
| System Hosting                                                                                                                                                           | X        | X        |

Provider

Licensee

|                                    |   |   |
|------------------------------------|---|---|
| 1st Line Customer Support          |   | X |
| 2nd Line Technical Support         | X |   |
| Marketing and Promotion activities |   | X |
| Payment Management                 |   | X |
| Fraud Control                      |   | X |

#### 14. Term

This Agreement shall enter into force when duly signed by the Parties and shall remain in force for a starting period of 24 months from Launch (hereafter the "Start Period"). Following the expiration of the Start Period the term of this Agreement shall thereafter be prolonged for an unlimited period of time unless terminated in writing by either Party by providing no less than 4 months prior notice of termination. In the event that the Licensee decides to terminate the Agreement prior to the above specified term, the Licensee shall continue to be responsible for payment of the monthly fixed fees and minimum fees for the PROVIDER Services until the end of the notice period, and PROVIDER further reserves the right to apply any early termination charges applicable.

#### 15. Termination for Cause

(i) A Party may terminate this Agreement immediately, if:

(1) the other Party is in material breach and, in case of a breach which is capable of being cured, the Party in breach does not, within fourteen (14) days following written notice of the breach, cease to be in breach; or

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

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

(ii) PROVIDER may terminate this Agreement immediately, if

(1) the Licensee fails to pay any amount due to be paid in accordance with this Agreement and such breach is not rectified within 7 days from the date of a written notice from PROVIDER, or

(2) if the Licensee uses, or attempts to use the Software or PROVIDER Services or any part of them in a manner or form that is illegal or that is reasonably likely to bring PROVIDER into disrepute or in any way endanger any of PROVIDER's licenses, permits or approvals in each case granted by licensing authority or any of GSP's;

(3) if the Licensee fails to apply for, obtain in a timely fashion or maintain any license, permit or approval required by any government authority or by applicable law or regulation or is otherwise in breach of the applicable law;

(iii) Provider may suspend or terminate this Agreement or any PROVIDER Service in whole or in part immediately without prior written notice:

(1) in cases provided in this Agreement;

(2) in order to avoid, minimise or end any actual or perceived infringement of applicable law or of any regulations, or intellectual property rights;

(3) if PROVIDER has lost the right to provide PROVIDER Services (as applicable).

Provider

Licensee

## **16. Consequences and Rights and Obligations on Termination**

(i) In the event of expiry or termination or suspension of this Agreement for any reason, neither Party shall be released from the obligation to make payment of any amounts accrued up to the date of expiry or effective date of termination or suspension, whichever is the later. Upon expiry or termination or suspension of this Agreement a final balancing shall be made between the Parties, payable within ten (10) days from the invoice date.

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

(1) Licensee shall immediately remove access to the PROVIDER Services through the Licensee Services and shall immediately desist from conducting any marketing and/or promotional campaigns in relation to the PROVIDER Services;

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

(3) the Parties shall promptly return any materials protected by Intellectual Property Rights and/or which are considered Confidential Information, provided by the other Party under or in connection with this Agreement to the other Party, or destroy materials protected by Intellectual Property Rights and/or Confidential Information if so requested in writing by the other Party.

## **17. Staff Accounts**

Employees of PROVIDER or companies controlled by PROVIDER are banned from using the PROVIDER Services, both directly and indirectly. PROVIDER can have a number of accounts registered for test and demo purposes. These accounts must be registered as such.

## **18. Indemnification**

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

## **19. Limitations of Liability**

(i) In no event shall either Party be liable to the other under or in connection with this Agreement or otherwise for any loss of business, profits, anticipated savings, data, or for any indirect or consequential loss whatsoever.

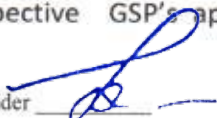
(ii) PROVIDER shall have no liability for any period of downtime of the PROVIDER Services caused by or resulting from: a failure of servers, related equipment or hardware used by the Licensee for the provision of the PROVIDER Services; a failure or disruption of internet services not resulting from fault or negligence by a company in the PROVIDER Group and/or any other technical service outage not occasioned through fault or negligence by a company in the PROVIDER Group.

(iii) PROVIDER makes no representation or warranty that the use of the Software or PROVIDER Services is legal in any jurisdiction.

(iv) PROVIDER makes no representation or warranty whatsoever with respect to financial outcome for the other Party during its performance under this Agreement.

(v) If the GSPs are contracted for by PROVIDER, the provision of PROVIDER Services is subject to the respective GSP's approval (where applicable –prior approval) of the Licensee. In approving the

Provider



Licensee



Licensee, the GSP shall act at their own discretion and refusal of the GSP to deliver the PROVIDER Services to the Licensee shall by no means make PROVIDER liable for the non-provision of such services.

## **20. Government Legislation**

It is recognized by the parties hereto that the provision of the PROVIDER Services may be subject to the applicable Government licensing regulation and laws. Neither PROVIDER nor the GSPs shall be held liable for any damages of any kind that may be sustained by the Licensee subsequent to any changes in Government legislation or policy or from the failure of PROVIDER and/or the GSPs to comply with the said licensing regulations and laws.

## **21. Independent Parties**

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

## **22. Assignment**

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

## **23. Construction**

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

## **24. Incorporation and Amendments**

This Agreement constitutes the entire understanding and agreement between the Parties with respect to the subject matter hereof. This Agreement expressly supersedes any and all prior agreements or communications between the Parties, whether oral or written, in connection with the subject matter hereof. This Agreement may not be amended, modified or supplemented, except by an instrument in writing duly executed by the Parties hereto. All appendices and annexes to this Agreement shall constitute an inseparable part of this Agreement. Any terms and conditions that according to this Agreement may be issued by the PROVIDER shall constitute an inseparable part of this Agreement and shall be binding to the Parties.

## **25. Waiver**

No failure or delay of either Party to (i) enforce any one or more provisions of this Agreement, (ii) exercise any option which is herein provided, or (iii) require the timely performance of any of the terms

Provider

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Licensee

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or provisions hereof, shall be construed or act as a waiver of such term or provision of this Agreement. Either Party may waive the compliance by the other Party with any term or provision hereof only by an instrument in writing. The waiver by either Party of any term or provision of this Agreement shall not be construed or act as a waiver concerning any term or provision for the future or any subsequent breach.

## **26. Force Majeure**

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

If such delay or failure continues for at least thirty (30) days, a Party not subject to the force majeure shall be entitled to terminate this Agreement by notice in writing.

The Parties agree and acknowledge that PROVIDER is committed to DDoS protection of its data centers and application infrastructure provided that, any DDOS-attacks and similar Internet attacks that PROVIDER together with the GSPs are unable to mitigate despite the use of multi-pronged approach to DDoS protection as further detailed in Appendix "Service Level Agreement" shall be classified as Force Majeure.

## **27. Non-Solicitation**

Neither Party shall during the term of this Agreement and for a period of one (1) year thereafter solicit any of each other's employees or any employees of the subsidiaries or associated companies forming part of their group of companies, for the purpose of offering them to become employees and/or to procure services from them.

## **28. Notices**

Notices herein shall be delivered and effective as follows: every notice required or contemplated by this Agreement to be given by a Party shall be in writing and in English and may be given by hand delivery, by overnight commercial courier delivery service or express mail, by fax, or by certified mail return receipt requested, and shall be deemed delivered on the date of hand delivery; the next business day after delivery to an overnight commercial courier service or to national postal service for express mail for delivery on the next business day; the date of transmission of the fax, if an electronic transmission report is obtained and retained, showing that all pages have been successfully transmitted; or 7 days after mailing by certified mail return receipt requested; addressed to the Party for whom it is intended at the registered addresses of the Parties as specified in this Agreement.

## **29. Survivability**

Clauses 13, 20, 21 and 22 shall survive a termination of this Agreement.

Provider

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Licensee

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### 30. Law and dispute resolution

This Agreement and all relations, disputes and other matters arising hereunder shall be governed by and construed in accordance with the laws of Curacao.

The Parties shall endeavour to settle the differences arising during performance of this Agreement via negotiations. Any dispute, controversy or claim arising out of this contract that are associated with it, or the breach, termination or invalidity thereof, will be subject to settlement in the Riga Arbitration Court (№ 40003756873), in accordance with the rules of the arbitral tribunal, composed of one arbitrator.

This agreement may be executed in any number of counterparts, each of which shall constitute an original, and all the counterparts shall together constitute one and the same agreement. The exchange of a fully executed version of this agreement (in counterparts or otherwise) by electronic transmission in PDF format or by facsimile shall be sufficient to bind the parties to the terms and conditions of this agreement and no exchange of originals is necessary.

### Appendices

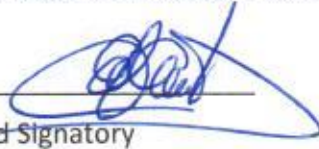
#### A. Fees and Services

#### B. Restricted Territories

For and on behalf of PROVIDER

  
\_\_\_\_\_  
Authorised Signatory  
Name: Inga Sparmina  


For and on behalf of Licensee - WOT N.V.

  
\_\_\_\_\_  
Authorised Signatory  
Name: Gouloud Hammoud obo  
Guardian Corporation Curacao B.V.;  
Managing Director  
Date: 19 June 2020

## Appendix A

### PROVIDER services and fees

#### 1.Domain/s

The Agreement pertains to delivery of PROVIDER Services for the following website/s:

[www.bonanzagame.com](http://www.bonanzagame.com)

[www.hotlinecasino.com](http://www.hotlinecasino.com)

#### 2.PROVIDER Services and Fees

##### 2.1.Set-Up Fee

Licensee shall pay PROVIDER the following Set-up Fees for providing access to the PROVIDER Services:

| Product/ PROVIDER Service/s (GSP – as per trading name)       | Amount of Set-Up Fee                                   |
|---------------------------------------------------------------|--------------------------------------------------------|
| Big Time Gaming                                               | As per Supplementary Agreement No. MM-20-1.1767        |
| Gamomat (via Edict)                                           |                                                        |
| Yggdrasil                                                     |                                                        |
| Casino Engine Direct (Licensee wallet, Licensee Bonus wallet) | Waived                                                 |
| <b>Total</b>                                                  | <b>As per Supplementary Agreement No. MM-20-1.1767</b> |

The Licensee shall be entitled to add additional gaming products using the PROVIDER Casino Engine in consideration for the payment of a reasonable set up fee and operational costs.

The Set-Up Fee is fully payable upon signing of this Agreement.

In the eventuality that the Licensee does not Launch, the above Set-up Fee shall be due to PROVIDER in full.

##### 2.2.Operational Costs

Operational costs per month are:

| PROVIDER Services                           | Total, EUR |
|---------------------------------------------|------------|
| PROVIDER Casino Engine via API Maintenance  | waived     |
| Game Provider Maintenance                   | waived     |
| Slots Package Integration Maintenance       | waived     |
| Live Casino Package Integration Maintenance | waived     |
| <b>Total</b>                                | <b>0</b>   |

##### 2.3.Minimum Fees

The following monthly Minimum Fees for Casino Engine apply:

Provider

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Licensee

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| Product/ PROVIDER Service/s (GSP – as per trading name) | Amount of monthly Minimum Fee                   |
|---------------------------------------------------------|-------------------------------------------------|
| Big Time Gaming                                         | As per Supplementary Agreement No. MM-20-1.1767 |
| Gamomat (via Edict)                                     |                                                 |
| Yggdrasil                                               |                                                 |

Monthly minimum fee shall be fully deductible from revenue share of respective products for Settlement period the monthly minimum fee applies to.

Monthly minimum fee applies and shall be payable from Launch of any of Provider Services.

#### 2.4.Monthly Revenue share and Services

The following PROVIDER Services shall be delivered to the Licensee, as supplied by the below GSP for the following monthly fees:

##### 2.4.1. Live casino and slots games

| PROVIDER Service/s (GSP – as per trading name) | Revenue Share (standard) | Revenue Share (non-standart games) |
|------------------------------------------------|--------------------------|------------------------------------|
| Big Time Gaming                                | 14 %                     | 16 %                               |
| Gamomat (via Edict)                            | 14 %                     | Not provided                       |
| Yggdrasil                                      | 13 %                     | Not provided                       |

Monthly Revenue Share shall be calculated on a monthly basis (the “Settlement Period”). Monthly Revenue Share applies and shall be payable from Launch of any of Provider Services.

The Minimum Fees are fully deductible from PROVIDER’s Monthly Revenue Share described above. If PROVIDER’s Monthly Revenue Share is less than the Minimum Fee, the remainder of the Minimum Fee is still payable by Licensee.

For multiple brands/skins, turnover is treated separately, both with minimum fees and with revenue shares.

GGR shall be the revenue generated in the Settlement Period by PROVIDER Sevices via Domains calculated as follows:

**GGR = Bets – Wins – Bonus deductions (if applicable)**

Where:

a) *Bets* is defined as bets made by Players on Licensee’s Platform during a Settlement Period

b) *Wins* is the amount won by Players on Licensee’s Platform during a Settlement Period

c) *Bonus deductions* (if applicable according to this Appendix) bonus awarded by Licensee to Players in amount as actually used by the Player during the Settlement Period capped at at the amount as determined by this Appendix.

The PROVIDER casino’s back-end administration system shall be used to determine the final GGR.

The Betting Profit will be shared between the Licensee and PROVIDER with a revenue share for PROVIDER depending on monthly Betting Profit as stipulated in the table above.

Some Casino games carry a special premium from the provider, e.g., due to 3rd party rights/trademarks. When contracting with PROVIDER, this premium is added, unchanged, to the PROVIDER share.

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Licensee acknowledges and accepts that these fees may be revised by PROVIDER from time to time based on pricing updates as received from the GSPs. Changes in fees shall automatically apply, provided that PROVIDER shall inform the Licensee of such changes by means of 7 days' prior written notice (email being sufficient).

For each domain name added by Licensee to this Agreement after mutual signature of this Agreement Licensee shall pay the Provider a setup fee in amount of five thousand euro (5000 EUR) before starting integration of any of the Services to the added domain.

## **2.5.Applicability of "Fees" Appendix**

The Parties acknowledge and agree that the Fees specified in this Appendix shall apply for all the Licensee's websites where PROVIDER Services are provided by PROVIDER, as per the terms of any existing agreement/s between the Licensee and PROVIDER.

## **3.Availability of the PROVIDER Services**

(i) Licensee shall have access to all the PROVIDER Services in the above table (which have been integrated into production). Additional PROVIDER Services may be added to the Agreement from time to time based on mutual agreement in written.

(ii) PROVIDER may remove any PROVIDER Service, provided that the Licensee shall be given a 1-month prior written notice. Provided further that, the 1-month prior written notice shall not be necessary in the case of PROVIDER Service/s which have not been integrated into production at the time of writing or if provided expressly by the Agreement or PROVIDER does not distribute respective GSP.

## **4. Licensing and Special Terms and Delivery Details**

All the PROVIDER Services in the Slots and Live Casino Packages shall be provided under Licensee's Curacao gaming license.

The Gaming Service on the Licensee's Website shall not be launched until the Licensee obtains its Curacao Gaming License and provision of PROVIDER Services shall be subject to validity of the Curacao Gaming License issued to the Licensee. In the event that the Licensee does not obtain its Gaming License, the Fees due by the Licensee to PROVIDER shall in no way be effected and shall be due in full. For all third-party suppliers contracted via PROVIDER including but not limited to: payment suppliers, GSPs, software suppliers, invoicing of Payment Processing Fees and Profit Sharing fees and any other fee based on revenue sharing for such suppliers shall commence as soon as the Production Environment is enabled.

In the event that the Licensee contracts directly with any of the GSPs, the Licensee shall be solely responsible to establish, handle and manage all communication flows between PROVIDER and the relevant GSPs. Provided that, PROVIDER shall charge the Licensee a platform fee of 3% on GGR for any GSP contracted directly with the Licensee.

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## Restricted territories

| Game provider   | Restricted territories                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|-----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Big Time Gaming | No customers shall be accepted from Afghanistan, Algeria, Angola, Antigua & Barbuda, Cambodia, China, Cuba, Cyprus, Guyana, Hong Kong, Indonesia, Iran, Iraq, Israel, Kahnawake, Kuwait, Libya, Macau, Myanmar, Namibia, Netherlands Antilles, North Korea, Pakistan, Papua New Guinea, Sudan, Syria, The Philippines, Turkey, Uganda, United States of America and its Territories, Yemen                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Gamomat (Edict) | No customers shall be accepted from Afghanistan, Algeria, American Samoa, Angola, Argentina, Armenia, Aruba, Australia, Azerbaijan, Bahamas, Bahrain, Bangladesh, Barbados, Belarus, Belgium, Bolivia, Bosnia and Herzegovina, Brunei, Burundi, Cambodia, Canada, Cayman Islands, China (People's Republic of), Christmas Island, Cocos Island, Colombia, Congo (Republic of the), Cook Islands, Cote D'Ivoire (Ivory Coast), Cuba, Czech Republic, Denmark, Dominica, Ecuador, Egypt, Eritrea, Ethiopia, Fiji, Finland, France, French Guiana, French Polynesia, French Southern Territories, Germany, Ghana, Grenada, Guadeloupe, Guam, Guatemala, Guinea, Guyana, Haiti, Heard and McDonald Island, Holy See (Vatican City), Honduras, Hong Kong, Hungary, Indonesia, Iran, Iraq, Israel, Italy, Japan, Jordan, Kenya, Korea (North), Korea (South), Kuwait, Kyrgyzstan, Lao People's Democratic Republic, Lebanon, Liberia, Libya, Macao, Malawi, Malaysia, Marshall Islands, Martinique, Mayotte, Micronesia, Mongolia, Mozambique, Myanmar/ Burma, Namibia, Nauru, Netherlands, New Caledonia, Nicaragua, Niger, Nigeria, Niue, Norfolk Island, Northern Mariana Islands, Norway, Pakistan, Palestinian Territories, Palestinian Territory (Occupied), Panama, Papua New Guinea, Paraguay, Philippines, Poland, Portugal, Puerto Rico, Qatar, Republic of China (ROC)/ Taiwan, Reunion, Russia, Rwanda, Saint Barthelemy, Saint Kitts & Nevis, Saint Martin, Saint Pierre and Miquelon, Sao Tome and Principe, Saudi Arabia, Sierra Leone, Singapore, Slovakia, Somalia, Spain, Sri Lanka, St Pierre & Miquelon, St Vincent & Grenadines, Sudan, Suriname, Switzerland, Syrian Arab Republic, Tajikistan, Tanzania, Thailand, Timor-Leste, Trinidad and Tobago, Tunisia, Turkey, Turkmenistan, Uganda, United Kingdom, United States of America, United States Minor Outlying Islands, US Minor Islands, Uzbekistan, Venezuela, Vietnam, Virgin Islands (US), Wallis Futuna, Yemen (Republic of), Zaire. |
| Yggdrasil       | No customers shall be accepted from Alderney (unless under a local licence), Afghanistan, American Samoa, Australia (unless under a local licence), Bahamas, Belgium (unless under a local licence), Bulgaria (unless under a local licence), Botswana, Cambodia, Congo, Democratic People's Republic of Korea (DPRK), Denmark (unless under a local licence), Egypt, Eritrea, Estonia (unless under a local licence), Ethiopia, France (unless under a local licence), French Guyana (.FR), Gibraltar (unless under a local licence), Ghana, Greenland (.DK) (unless under a local licence), Guadeloupe (.FR) (unless under a local licence), Guam, Guinea Bissau, Holy See (Vatican City), Isle of Man (unless under a local licence), Iran,                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

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|  | Iraq, Italy (unless under a local licence), Jersey (unless under a local licence), Kuwait, Lebanon, Libya, Malaysia, Malta (unless under a local licence), Marshall Islands, Martinique (.FR), Nicaragua, North Korea, Occupied Palestinian Territory, Pakistan, Panama, Poland, Portugal (unless under a local licence), Puerto Rico, Qatar, Reunion (.FR), Saint Barthelemy (.FR), Saint Martin (.FR), Saint Pierre and Miquelon (.FR), Singapore, Slovakia (unless under a local licence), Spain (unless under a local licence), Somalia, South Africa, South Sudan, Sri Lanka, Sudan, Syria, Sweden (unless under a local licence), Switzerland (unless under a local licence), Taiwan, Trinidad & Tobago, Tunisia, United Kingdom (unless with a local licence), USA, US Minor Outlying Islands, Venezuela, Virgin Islands (U.S.), Yemen, Zimbabwe |
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The list of Restricted Territories may be changed by Provider's sole and exclusive discretion at any time by written notice (email will be sufficient).

Provider

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Licensee

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