

GAME LICENSING AGREEMENT

This Game Development and Licensing Agreement (the "**Agreement**") is made and effective as of the 6th of August, 2019 (the "**Effective Date**")

BETWEEN:

Ezugi N.V., a company duly incorporated and existing under the laws of Curacao, having its principal offices at the address: Van Engelenweg 23, Curacao with company number 126712 ("**Licensor**")

AND

JMS INVESTMENT GROUP N.V., a company duly incorporated and existing under the laws of Curacao having its principal offices at the address: Kaya Richard J Beaujon Z/N Curacao, Company No: 139753 ("**Licensee**")

WHEREAS:

- A. Licensee desires to license Licensor's existing games and/or related technology and Licensor is willing to grant such license according to the terms of this Agreement; and
- B. Licensee desires to engage Licensor, and Licensor is willing to be engaged by Licensee, to provide certain support and maintenance services relating to games licensed hereunder according to the terms of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth below, including those outlined in the Schedules attached to this Agreement (which are incorporated into this Agreement by this reference), the adequacy of which consideration is hereby accepted and acknowledged, the parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. The following terms shall have the following meanings:

"**Applicable Law**" means those laws, statutes, ordinances and regulations of those jurisdictions that apply to the activities of the Parties.

"**Due Diligence Information**" means information regarding the Licensee and its principals and/or information related to any website where the Licensee makes available the Licensed Product to the End Users, including information on principal's background.

"**Deliverables**" means the Games and Documentation, as each term is defined below and Game related services set out in Section 2.2.

"**Designated Servers**" means servers located in those territories, operated by those entities and having those technical and security specifications required of Gaming Authorities governing the use and offering of the Games in or for the Licensed Territories.

"**End Users**" means the end-users/players of the Real Money Games.

"**Fees**" has the meaning ascribed to it in Section 4.1.

"**Games**" means the Games defined in Section 2 below, which are to be licensed according to the terms and conditions of this Agreement.



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"Game Materials" means Intellectual Property relating to the Games and includes without limitation the Documentation and Intellectual Property relating to the foregoing that is created by any party to this Agreement as a result of this Agreement.

"Game Marks" means specifically the marks and any other trademarks or service marks owned, controlled or licensed by Licensor relating to the Games whether now existing or hereafter created. It shall also mean any improvements, modifications and derivative works developed for or related to the Game Marks that are created by any party as a result of this Agreement.

"Gaming Authorities" means any competent public authority, gaming regulatory authority, law enforcement agency or audit or compliance body having jurisdiction over Real Money Gaming type activities in the Licensed Territories.

"Gross Gaming Revenues" has the meaning set out in Section 4.5.

"Intellectual Property Rights" means any and all right, title and interest in and to any and all trade secrets, patents, copyrights, service marks, trademarks, know-how, trade names, rights in trade dress and packaging, moral rights, rights of publicity and similar rights of any type, including any applications, continuations, or other registrations with respect to any of the foregoing, under the laws or regulations of any foreign or domestic governmental, regulatory, or judicial authority.

"Intellectual Property" means any software (including, without limitation, any object code or source code), mathematical formulae or algorithms, mathematical simulations, libraries, programs, documentation, data, manuals, graphics, text, multimedia, methods, processes and designs, content concepts, know-how and other confidential technical and business information or Intellectual Property Rights of any type or modifications or improvements to or derivative works based on any of the foregoing whether or not protectable by patent, copyright, trademark, trade secret or other applicable theory of law.

"Licensee Data" means Licensee's data in electronic form collected, developed, received, used, or stored in connection with the Licensee's use of the Games.

"Licensee Materials" means Licensee's Intellectual Property and marks, trademarks or service marks owned or controlled by Licensee whether now existing or hereafter created. It shall also mean any improvements, modifications and derivative works developed for or related to the Licensee's marks that are created by any party as a result of this Agreement.

"Licensed Product" means the Games, the Game Materials and the Game Marks.

"Licensed Territory" means and includes the geographical territories, game classes and game content delivery methods as are specifically referenced in attached Schedule 1 for each of the Real Money Games. The Licensed Territory may be extended from time to time as to geographical location or as to type of gaming, by mutual written agreement of the parties.

"Open Source Software" means any open source, community or other free code or libraries of any type, including, without limitation, any code which is made generally available on the Internet without charge (such as, for example purposes only, any code licensed under any version of the MIT, BSD, Apache, Mozilla or GNU GPL or LGPL licenses).

"Real Money Games" means Games deemed to be gaming, betting, lottery, sweepstakes or other form of gambling under local law or regulation where the End User is resident at the time of Game-play.

"Royalty Fees" has the meaning set out in Section 4.4.



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"**Order Form**" means either an order form or statement of work entered into by the parties governing the license of Games and obligations of the parties related thereto under this Agreement.

"**Product License**" means the license(s) granted by the Licensor to the Licensee under this Agreement:

"**Section**" means a section of this Agreement.

"**Term**" means the term of this Agreement as described in Section 8.1 hereof. "**License Term**" means the term of the Product License for a specific Game as granted pursuant to an Order Form and such term may be shorter than the Term.

"**Third Party Product**" means any Intellectual Property of any type, which is not the property of Licensor or Licensee.

- 1.2. Schedules. Schedules attached to this Agreement are incorporated by reference herein and made an express part hereof.
- 1.3. Conflict between Schedules and Agreement. In the event of any conflict between the provisions of this Agreement or any schedule, statement of work or change order, the provisions of this Agreement shall prevail.
- 1.4. Number and Gender. Words importing the singular include the plural and vice versa; and words importing gender include all genders.
- 1.5. Headings. The Section headings contained herein are included solely for convenience, and are not intended to be full or accurate descriptions of the content thereof and shall not be considered part of this Agreement or to affect the interpretation hereof.
- 1.6. Currency. Unless otherwise indicated, all amounts referred to in this Agreement are in Euro.

2. DELIVERABLES

- 2.1 Games. In exchange for the Fees and subject to the terms and conditions of this Agreement and the license granted hereunder, Licensor shall license to Licensee games and/or technology having those titles or themes or concepts as further set out in the Order Form attached hereto as **Schedule 1**, or any subsequently mutually executed Order Form (the "**Games**").
- 2.2 Game Service Inclusions. Services for all Games during the Term of this Agreement shall include the following:
 - a. Licensor shall cooperate with the Licensee's personnel to integrate the Games on to the Licensee's technology platform and pursuant to Licensee instructions, if any, indicated in an applicable Order Form;
 - b. Licensor shall provide Licensee with maintenance and support services limited to:
 - i. The number of hours to train the Licensee and/or its personnel in the basic maintenance of the Games at the Licensee side, as specified in an applicable Order Form;
 - ii. Making any modifications to the Games that may be required to reflect any changes in gaming law or regulations applicable to the Licensed Territories at Licensor' rate prevailing at the time the work is done.
- 2.3 Documentation. Licensor shall provide Licensee with the Application Programme Interface ('API') and Games, including user manuals (game rules), reference manuals, presentation materials on-line help or other printed material or instructions relating to the operation, setup and maintenance of the Games reasonably required of Licensee to exploit the Games pursuant to the provisions of this Agreement (the "**Documentation**") all of them in English language at least.

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2.4 Completion Date.

In case of integration of the Games using Licensees API, Licensor will use its best efforts to deliver the Deliverables on or before the completion date specified in an applicable Order Form. If certification of the games with Gaming Authorities is involved, the certification and/or acceptance process with Gaming Authorities will be considered as uncontrollable extension to the timelines agreed.

If the timetable for delivery of the Deliverables is delayed as a result of a delay by the Licensee in the performance of its responsibilities as set out herein or in the Order Form, or as the result of any force majeure event, or as the result of any change in the Deliverables to be provided according to an executed Change Order, or as the result of any factor which is beyond the reasonable control of Licensor, then the timetable for the performance of any Deliverables shall be extended for the period of time that the Deliverables have been delayed as a result of such factors or events.

In case of integration of the games by Licensee using Licensor's API, Licensee will use reasonable efforts to deliver the Deliverables on or before the completion date specified in an applicable Order Form.

The way of integration by using Licensor's or Licensee's API is set in the Order Form.

- 2.5 Changes. Additions or modifications to any Order Form where such changes would result in additional costs to Licensor must be accomplished through the use of a "Change Order" which will set out the nature of those changes and additional costs to the Licensee for same. A Change Order must be in writing and signed by both parties in order to be effective. The Change Order as agreed to by both parties will be incorporated into and subject to the terms and conditions of this Agreement. For greater clarification, a Change Order is not required for minor changes, which do not result in an addition or material modification to the Order Form or where Licensor expressly waives the need for one in writing.

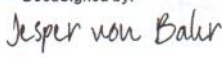
- 2.6 Live Date. The parties agree that the Licensee shall be entitled to provide the Games to the End Users only subject to the Licensee having submitted to the Licensor complete Due Diligence Information.

3. LICENSE

- 3.1 Product License Grant. Subject to the terms and conditions of this Agreement, in exchange for the Fees, Licensor grants to Licensee a limited license to the Licensed Product (the Games, the Game Materials including Documentation and the Game Marks) during the License Term to install, execute, store, use, copy, display, distribute, perform and run the Games, solely for the purpose of Licensee financially exploiting the Games by offering the Games in the Licensed Territories to its End Users for profit, subject to the restrictions set out below.

- 3.2 Product License Restrictions. The license granted above shall be subject to the following license restrictions:

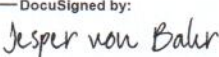
- a. Licensee may only offer the Games to those End Users acknowledging and accepting an end-user license agreement, prior to the use of the Games, in a form to be approved by Licensor, such approval not to be unreasonably withheld;
- b. Licensee may only offer Real Money Games to those End Users residing in a Licensed Territory;
- c. Licensee may provide the access to the demonstration versions of the games to its End Users only following the below defined rules:

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- Licensors will provide a unique set of parameters for demonstration use (including unique IDs and other technical parameters)
 - Demonstration use of the Games can be done in a "view only" mode without abilities to place bets and receive winnings
 - Licensors reserves the rights to invoice Licensee for the use of the demonstration versions of the games if the costs of the demonstration (CDN usage, Data traffic, Data storage space) will exceed 200 (two hundred) Euro per month in aggregate. The invoice should be issued within 30 calendar days after the expenses had been generated, otherwise the demonstration service considered to be free of charge
- d. Licensee may test use the games. For testing the games Licensee may provide the Games in test mode up to 3 End Users. The Gross Gaming Revenue generated by the 3 End Users for testing purposes shall not exceed 200 (two hundred) Euro. The Gross Gaming Revenue amount exceeding 200 Euro will be added to the Gross Gaming Revenues generated by all the End Users of the Licensee and the Fees will be applied accordingly.
- e. Unless it has obtained Licensors' prior written consent, Licensee shall not either during the License Term or after termination or expiration of this Agreement: (i) modify, alter, adapt, or translate all or any part of the Game Materials; (ii) reverse engineer, decompile or disassemble the Game Materials, in whole or in part, or otherwise attempt to or permit others to derive or discover the source code of the Game Materials, nor take any other steps to discover the confidential information and/or trade secrets contained therein; (iii) publish or disclose the results of any benchmark or other test run on the Materials; or (iv) transfer or assign the license to the Licensed Product except as expressly permitted in this Agreement;
- f. Licensee shall only use the Game Marks subject to Licensors' control as to the nature, quality and use of the Game Marks, all such uses shall inure to the benefit of Licensors and all such uses shall comply with quality standards set by Licensors and communicated to the Licensee, in conducting and advertising the Games and in using the Game Marks;
- g. The Product License is limited to Licensee offering the Games via the Internet on personal computers and personal mobile devices and not for enterprise or land-based casino gaming applications or other applications not specified herein; and
- h. Licensee may not sublicense or otherwise sell or assign its rights to the Licensed Products.
- 3.3 Sublicense to Licensee Partner. Licensee may only sublicense the Licensed Product to its corporate clients or customers ("**Licensee Partners**") subject to:
- 3.3.1 the Licensee having provided to the Licensors the information set out in Section 3.4 below;
- 3.3.2 the Licensors having approved in writing the Licensee Partner; and
- 3.3.3 the Licensee Partners entering into a license agreement with the Licensee containing the following:
- a. Terms restricting any further license or sublicense of the Licensed Product to only end-users of the Games;
 - b. Restrictive terms governing Licensee Partner's use of the Licensed Product at least as restrictive as those set out in Section 3.2; and
 - c. Covenants, representations and warranties made by the Licensee Partner, which are similar and/or at least as restrictive as those made by Licensee under this Agreement governing confidentiality, non-infringement of and acknowledging Licensors ownership of the Licensed Product.

- 3.4 Information about sublicense to a Licensee Partner. Licensee shall notify the Licensors of its intention to of sublicense the Licensed Product providing the following information:

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- a. Sub-licensee name;
 - b. Sub-licensee website/domain information;
 - c. Sub-licensee platform information if is different from the Licensee's platform
 - d. Sub-licensee target markets and currencies operated
- 3.5 Exclusivity. The Product License granted herein shall not be exclusive unless an exclusive grant is expressly set out in the applicable Order Form and only for those Games, Licensed Territories and periods outlined in an Order Form. The parties may extend or modify exclusivity terms and conditions by agreement in writing.
- 3.6 Licensee License to Licensors. Licensee hereby grants to Licensors during the License Term a limited, revocable, non-sub licensable, non-exclusive, royalty-free license to use, copy, modify and create works based on, perform or display Licensee Materials for the sole purpose of Licensors carrying out its duties under and subject to the terms and conditions of this Agreement.
- 3.7 No other Rights Conferred. Nothing in this provision shall be interpreted to confer any Intellectual Property Rights or interests other than the limited licenses granted herein.
- 3.8 Authorized Copies. Licensee may make only as many copies of the Game Materials required to market the Games and operate them on its Designated Servers as reasonably required. Each copy of the Game Materials made by Licensee hereunder shall contain the same copyright, confidentiality, and other proprietary notices and legends that appear on the original copy thereof provided to Licensee hereunder. The rights conferred in this Section shall exist during the License Term and expire five (5) business days after termination of the License Term after which the Licensee shall have erased all copies of Game Materials such that they cannot be recovered or retrieved.
- 3.9 Open Source/Third Party Materials. Licensors may include any Third Party Product or Open Source Software in or in connection with the Games without the advance written consent of Licensee. To the extent any such materials are incorporated into the Games, Licensors hereby grants Licensee, during the License Term for the Licensed Territories, a license to the Third Party Product and Open Source Software (in whole or in part) in connection with Licensee's use and exploitation of the Games on license terms identical to the Product License.
4. FEES AND EXPENSES
- 4.1 Fees. In exchange for the Deliverables, Licensee shall pay Licensors the fees, commissions, royalties or revenue share and reasonable expenses and disbursements, if any, as listed in this Agreement or in the applicable Order Form and in each Change Order plus all applicable taxes and duties (the "Fees").
- 4.2 Payment. All recurring fees are due as stated in an applicable Order Form.
- 4.3 Late Payment. Without limiting Licensors's other rights or remedies, any late payment shall be subject to interest at five percent (5%) per month or the maximum amount permitted by law. The penalties are applied if the corresponding payment is not received within 30 (thirty) calendar days from the due day stated invoice and are calculated for the period starting from the due date until the moment the payment was actually received. Licensors shall be entitled to stop providing services or work and not deliver any of the Deliverables not paid for until payment in full of all outstanding amounts is received.

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- 4.4 Royalty Fees. Where Fees are comprised of a share of Licensee's revenue achieved in connection with a Game ("**Royalty Fees**"), Licensee shall pay to the Licensors Royalty Fees at the rate and on terms set out in the applicable Order Form.
- 4.5 Gross Gaming Revenues. For the purpose of calculating Royalty Fees, "**Gross Gaming Revenues**" (or "**GGR**") shall mean and be calculated as all amounts collected by Licensee in connection with its use of the Real Money Game, less all amounts paid out as winnings to End Users of the Real Money Game during the license term for that Real Money Game.
- 4.6 The Licensee agrees and undertakes to procure that any gambling, placing of bets by its End Users, withdrawals and/or payments made from the Licensee to End Users ("**Gambling Transactions**") will only be made in a FIAT Currency (as defined below). For the purposes of this Agreement, the term FIAT Currency shall mean any currency lacking intrinsic value that is declared legal tender by a Gaming Authority, and which is not a cryptocurrency/a virtual currency such as for example Bitcoin (a "**FIAT Currency**").
- 4.7 The Parties agree that the Licensee is allowed to accept deposits and payments in non-FIAT Currencies, provided that any such deposits and/or payments made by End Users to the Licensee in non-FIAT Currencies are converted into a FIAT Currency prior to any Gambling Transactions being initiated.
- 4.8 Expenses. Reasonable and necessary pre-approved business and travel expenses actually incurred by Licensors shall be reimbursed by the Licensee or offset against the Fees and are not included in the above Fees. Licensee must approve all such expenses in advance.
- 4.9 Fees are subject to change in case of further discovery of yet-unknown and unreported Game requirements or unreported complexities of Licensee platform or technology. Licensors will inform Licensee about any such discovery without delay in order to coordinate steps to agree on either adjusting the scope of Deliverables or adjusting the Fees.
- 4.10 Licensee shall make all payments contemplated by this Agreement by wire transfer to the bank account Licensors specifies in the invoice. Only an authorized representative of Licensors may change or amend specified bank account information.
5. OWNERSHIP
- 5.1 Ownership of Licensors Materials. Licensors is and shall remain sole and exclusive owner of the Licensed Product (excluding the Third Party Products for which the sole and exclusive owner will be the relevant right holder), any modifications or improvements thereto, and Intellectual Property related thereto and Licensee shall not acquire any right, title or interest therein or thereto other than the license to the Licensed Product provided to Licensee under this Agreement. Licensors represents that the Games are and will be protected by international copyright laws and treaties, as well as other laws and treaties.
- 5.2 Ownership of Licensee Materials. The parties agree that Licensee will at all times be and remain the sole and exclusive owner of all Licensee Materials and Licensors shall not acquire any right, title or interest therein or thereto other than the Licensee Materials license provided to Licensors under this Agreement.



6. LICENSEE OBLIGATIONS

In addition to other obligation of Licensee under this Agreement, Licensee shall be obligated as follows:

- a. Advertising Requirements. Licensee shall advertise the Games according to the minimum client advertising requirements set out in the applicable Order Form, if any, but in any event shall market the Games to the best of its abilities to maximize revenue on the Games while remaining in compliance with the terms of this Agreement.
- b. Licensee Materials. Licensee shall cooperate with and assist Licenser by providing to Licenser requested Licensee Materials or Licensee Data required of Licenser to deliver the Deliverables in a timely manner.
- c. Licensee Releases for Licenser. If Licensee wishes that Games incorporate Third Party Product provided by Licensee, then Licensee shall supply the following to Licenser prior to Licenser' delivery of a final Game: signed licenses, in a form acceptable to Licensee, obtained from the persons, firms, or corporations who own or control the literary, dramatic, and/or musical works, if any, furnished by Licensee for the Game, granting to Licenser a royalty-free license to use such works in connection with the Game Materials during the Term, and warranting that such persons, firms, or corporations have the right to grant such licenses.
- d. Real Money Games Licenses. Licensee shall be responsible for all initial and ongoing compliance and regulatory submissions and other requirements of Gaming Authorities and shall, during the Term, have, obtain and maintain any licenses, permits, approvals and/or certifications required by Gaming Authorities in order for Licensee to offer Real Money Games for sale, placement or otherwise in any targeted gaming jurisdiction including without limitation the Licensed Territories.
- e. Due Diligence Information. The Licensee shall provide the Licenser with all Due Diligence Information, including with information of any material changes to or incorrectness in any Due Diligence Information provided to the Licenser. This Section shall survive the termination or expiry of the Agreement for a period of three (3) years.
- f. Designated Servers. Licensee shall at all times operate the Games in connection with its technology platform from Designated Servers only.
- g. Licensee Operations. Licensee shall be responsible for conducting all marketing, sales, distribution, and placement of Games, as well as royalty accounting and compliance/regulatory requirements required under this Agreement including bearing sole responsibility for all costs of all the foregoing activities.
- h. Protection of Licenser IP. Licensee shall protect at all times the Licensed Product, such that Licensee's actions or omissions do not devalue or impair the Licensed Product. Without limiting the generality of the foregoing, if during the Term of this Agreement or any extended term thereof, any unauthorized use of the Licensed Product is made by third parties, Licensee shall upon learning of such unauthorized use, promptly notify Licenser in writing, setting forth the facts and circumstances in reasonable detail. Licenser shall retain the sole right to bring an action against such third parties with respect to the unauthorized

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use of the Licensed Product, at its own expense, and all recoveries therefrom shall be paid to the Licensor. Both Parties agree to cooperate and to use their best commercial efforts in connection with any such claims.

- i. Assistance. On reasonable request and at the sole expense of Licensor, Licensee shall, on an as-needed basis, assist Licensor in every proper way to obtain, perfect, and from time to time enforce international proprietary rights relating to the Game Materials in any and all countries. Licensee shall continue to assist Licensor beyond the termination of this Agreement, but Licensor shall compensate Licensee at a reasonable rate after such termination for the time actually spent by Licensee at Licensor's request on such assistance.
- j. Licensee Terms of Service. Licensee shall ensure each End User of the Games enters into an end-user license agreement with the Licensee prior to having access to the Games stating, among other terms and conditions, that:
 - i. the Licensee makes no warranties, express or implied, regarding the Games and the Games are provided on an "as is" basis;
 - ii. the Licensee shall not be liable for any damages, of any nature whatsoever, incurred by End Users as a result of their access to the Games; and
 - iii. (i) any technical error in a Game, including without limitation bugs or faulty software code related to the Game, irrespective of who the party to blame for such error is; or (ii) any unauthorized tampering with or alteration or hacking of any component of the Game by any party, shall automatically void the Licensee's obligation to make any payments with respect to that Game and the End User shall have no recourse against the Licensee for same.

7. DATA MANAGEMENT.

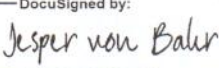
- 7.1 Data Usage by Licensor. The data owned by the Licensee (including any personal data of the End Users and/or employees of the Licensee) (the "Licensee Data") processed by Licensor under this Agreement is subject to the following further restrictions: Licensee Data may not be (a) used by Licensor other than in connection with provision of the services under this Agreement, improving Game functionality, Game profitability, End Users engagement and otherwise fulfilling its obligations under this Agreement; (b) disclosed, sold, assigned, leased, or otherwise provided to third parties; (c) commercially (or otherwise) exploited by or on behalf of Licensor, or any clients of Licensor other than in connection with providing or improving the Deliverables.
- 7.2 Data Ownership. Licensor agrees that all Licensee Data is the exclusive property of Licensee and/or users of its services and Licensor hereby waives an interest, title, lien, or right to any such Licensee Data. Licensee possesses and retains all right, title, and interest in and to Licensee Data, and Licensor's use and possession thereof is solely as Licensee's third party service provider and licensee.
- 7.3 Data Security. Licensor shall manage Licensee Data in accordance with Applicable Laws, industry standard data management and security standards.
- 7.4 Access, Use, & Legal Compulsion. Notwithstanding the foregoing, Licensor may disclose Licensee Data as required by Applicable Law or by proper legal or governmental authority. Licensor will give Licensee prompt notice of any such legal or governmental demand and reasonably cooperate with Licensee in any effort to seek a protective order or otherwise to contest such required disclosure, at Licensee's expense.



- 7.5 Leaks. Licensor will promptly notify Licensee of any actual or potential exposure or misappropriation of Licensee Data (any "Leak") that comes to Licensor's attention. Licensor will cooperate with Licensee and with law enforcement authorities in investigating any such Leak, at Licensor's expense, except to the extent that Licensee caused the Leak. Licensor will likewise cooperate with Licensee and with law enforcement agencies in any effort to notify injured or potentially injured parties, and such cooperation will be at Licensor's expense, except to the extent that Licensee caused the Leak.

8. TERM AND TERMINATION.

- 8.1 Term. This Agreement shall commence on the Effective Date and remain in effect for 1 (one) year unless earlier terminated pursuant to the provisions of this Section 8 (the "Term"). At the end of the Term, the Agreement is automatically extended for 1 (one) year if neither of the parties provide a termination notice 30 (thirty) days before the expiration date.
- 8.2 Order Form Term. The term of an Order Form shall commence on the Order Form Date specified on an applicable Order Form ("Order Form Date") and shall expire on the latest of the expiration dates to the License Terms set out in the Order Form (the "Initial Order Form Term"), unless terminated earlier pursuant to the terms and conditions of this Agreement or unless extended pursuant to the renewal provisions set out in the next section.
- 8.3 Renewal of Order Form Term. Unless terminated earlier pursuant to the terms and conditions of this Agreement, the Initial Order Form Term shall automatically renew for a consecutive additional term ("Order Form Renewal Term") similar in length to the Initial Order Form Term on the same terms and conditions, unless prior to the expiration of the Initial Order Form Term either party provides the other party with written notice of its wish not to enter into an Order Form Renewal Term.
- 8.4 License Term. The term of the licenses granted pursuant to this Agreement for each Game set out in an Order Form shall commence on the Order Form Date and continue for the license term specified opposite each Game in the applicable Order Form, unless terminated earlier pursuant to the terms and conditions of this Agreement (the "License Term").
- 8.5 Suspension of the Deliverables. The Licensor may suspend, replace or change all or any part of the Deliverables without prior notice to the Licensee in order to avoid or minimize any actual or perceived infringement of Applicable Laws or of any regulation or guidance which is notified to it or issued by any Gaming Authorities. The Licensee agrees that failure or delay by the Licensee to provide Due Diligence Information may be a cause for suspension. Any suspension rights under this Section shall be exercised by the Licensor only for the duration of the event(s) giving rise to the suspension.
- 8.6 Termination. Either party may terminate this Agreement in any of the following events:
- If the other party fails to cure any material breach of this Agreement, other than non-payment of Fees, within fifteen (15) days after receiving written notice of such breach;
 - If the other party suspends operations other than in the normal course of business and such suspension is not remedied within three (3) business days from initial day of suspension or ceases operation without a successor;

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- c. If the other party seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against such party (and not dismissed within sixty (60) days thereafter);
- d. In the event that Licensee's use of the Licensed Product or Licensor's provision of the Licensed Product is in violation of any requirements of Gaming Authorities that Licensee or Licensor is or may become subject to;
- e. At any time, by written request of any of the parties submitted at least 60 (sixty) days in advance.

8.7 Termination for non-Payment. Licensor may terminate this Agreement (including revoking the Product License granted herein) immediately if Licensee does not pay the Fees in accordance with the terms and conditions of this Agreement and does not cure such breach within 10 (ten) business days after receiving written notice of such breach.

8.8 Termination due to Low Volume. Licensor may terminate this Agreement at any time by giving thirty (30) days written notice to Licensee if, after 6 months from Effective Date, the monthly Gross Gaming Revenue has not exceeded 100,000 (One Hundred Thousand) Euro for at least three (3) consecutive months. In case of termination due to Low Volume there will be no reimbursement of any fees or advance credits paid by the customer until the moment the written notice was issued.

8.9 Termination on Change of Control of Licensee. Licensor may terminate this Agreement (including revoking the Product License granted herein) immediately in any of the following the events:

- a. a merger, arrangement, acquisition, share exchange, consolidation, or other transaction or series of transactions involving the Licensee with any other corporation or other entity, or sale of all or substantially all of the assets of the Licensee, where that other corporation or other entity own, develop or markets games similar to the Games; or
- b. a sale or transfer of more than 50% of the Licensee's voting shares to a person or persons acting as a group, who is or are not controlled directly or indirectly by the Licensee, in a single transaction or series of related transactions where that person or persons acting as a group own, develop or market games similar to the Games.

8.10 Termination for failure to provide Due Diligence Information. The Licensor shall have the right to terminate this Agreement by written notice to the Licensee if the Licensee does not satisfy Licensor's enquiries in respect of Due Diligence Information or ceases to satisfy them at any time.

8.11 Survival on Termination. The following terms, conditions, representations and warranties shall survive any termination or expiration of this Agreement or Order Form: Any obligation of Licensee to pay Fees due and owing pursuant to this Agreement and any applicable Order Form; Sections 5 (Ownership), 7 (Data Management), 9 (Audit and Regulatory Compliance), 10 (Representations and Warranties), 11 (Limitation of Liability), 12 (Indemnification), 13 (Confidential Information), 14 (Non-Solicitation), 15 (Miscellaneous Provisions) and the provisions of this Section 8.

8.12 Termination of the Agreement shall be in addition to and not in lieu of any equitable remedies available to the Parties.

9. AUDIT AND REGULATORY COMPLIANCE

9.1 Licensor may, at its own discretion and at its own costs, from time to time but not more than twice per year (calculated as of the Effective Date), appoint a reputable audit firm to conduct an audit

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at the office of the Licensee with reference to any material relevant to this Agreement including without limitation Royalty Fees or Royalty Disputes, provided that a notice is sent to the at least fourteen (14) days in advance of the Audit.

- 9.2 The Licensee shall be responsible for all regulatory costs, fees and/or taxes payable to Gaming Authorities for providing the Games in any jurisdiction and any other charges which may be imposed by Gaming Authorities or other regulatory bodies on the Licensee with respect to the Licensee's provision of the Games.
- 9.3 The Licensee shall be solely and exclusively liable and responsible for any End User complaint and/or dispute, howsoever arising.

10. REPRESENTATIONS AND WARRANTIES

10.1 Licensor hereby represents and warrants to Licensee that it shall perform the services set out in an applicable Order Form and provide each of the Deliverables in a timely, professional and workmanlike manner. In addition, all Games shall conform in material respects with the description set forth in the applicable Order Form.

10.2 Each party represents and warrants to the other party as follows:

- a. Compliance with Applicable Laws. Each party shall ensure that performance of its obligations under this Agreement is in compliance at all times with applicable foreign and local statutes, laws, orders and regulations;
- b. Harmful Code. Each party warrants to the other that, to their best knowledge, any media used to facilitate the provision of Deliverables shall contain no viruses or other computer instructions or technological means intended to disrupt, damage, or interfere with the use of computers or related systems; and
- c. Due Authority. Each party warrants to the other that it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Agreement.

11. DISCLAIMERS AND LIMITATIONS ON LIABILITY

11.1 Disclaimer of other warranties. Except as for the express warranties specified in this Agreement, the Deliverables are provided "as is" and as available, and Licensor makes no other representations, warranties or conditions, express or implied, in fact or in law, or those arising by statute or otherwise in law or from a course of dealing or usage of trade, including but not limited to warranties or conditions of merchantability or fitness for a particular purpose. Without limiting the generality of the foregoing: (i) Licensor does not warrant that any of the Deliverables will perform without error or omissions or immaterial interruption; and (ii) Licensor provides no warranty regarding, and will have no responsibility for, any claim arising out of: (a) modification of any of the Deliverables made by anyone other than Licensor unless authorized by Licensor in which case modifications shall be carried out exactly according to Licensor's instructions; (b) use of any of the Deliverables in combination with any operating system, platform, hardware or software forbidden by Licensor in this Agreement or an Order Form; or (c) any service

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Jesper von Bahr

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interruptions, including, without limitation, power outages, system failures or other interruptions beyond the control of Licensor.

11.2 No Indirect Damages. In no event shall Licensor its directors, officers, employees, agents, contractors or affiliates, be liable for any claim for: (a) indirect, consequential or punitive damages; (b) damages for loss of profits or revenue, failure to realize expected savings, loss of use of computer hardware or software; (c) contribution, indemnity or set-off in respect of any claims against Licensor; or (d) any damages whatsoever relating to Third-Party Products or materials not provided as part of the Deliverables or any goods or services not developed or provided by Licensor, even if it has been advised of the possibility of such damages.

11.3 Limitation on Liability. Except for such liabilities which may not be excluded or limited as a matter of law, Licensor, its directors', officers', employees', agents', contractors' and affiliates', maximum total liability for any claim whatsoever, including without limitation third party claims, claims for breach of contract, tort and other Licensee's remedies, shall not to exceed the amounts paid hereunder by Licensee to Licensor under this Agreement, less the amount of any damages already paid, if any.

11.4 No Special Damages. In no event will either party be liable to the other party for any special, indirect, incidental or consequential damages (including without limitation, loss of use, data, business or profits or costs of cover) arising out of or in connection with this Agreement.

12. INDEMNITIES

12.1 Mutual Indemnification. Each party shall defend, indemnify and hold harmless the other party and the other party's officers, directors, employees, subcontractors, customers and agents from and against any and all third party claims, losses, liabilities, damages, expenses and costs (including attorneys' fees and court costs) (a "Claim") arising from or relating to: (i) a breach of a representation or warranty made by the other party, (ii) any personal injury, death or property damage or loss caused by the gross negligence or willful misconduct of the other party (including the other party's employees, agents, or subcontractors).

12.2 Indemnification of Licensee. Subject to Section 12.4 and subject to the limitations set out in Section 11.3, Licensor shall defend, indemnify and hold harmless Licensee and its officers, directors, employees from and against any and all claims, losses, liabilities, damages, expenses and costs (including attorneys' fees and court costs) (also a "Claim") arising from or relating to any infringement or alleged infringement by the Licensed Product of any third-party Intellectual Property Rights. If Licensed Product or any portion thereof becomes the subject of a third-party claim of intellectual property infringement, Licensor shall, at its option, either:

- a. Procure the right to use the infringing element of such Licensed Product at no additional cost to Licensee; or
- b. Replace or modify the element of such Licensed Product so that the infringing portion is no longer infringing or no longer included and so that the Licensed Product still operates in substantial conformance with the Order Form or an applicable Change Order.

The foregoing remedial options shall be the Licensee's sole remedy in the event of a third-party claim made against it for infringement of Intellectual Property Rights by the Licensed Product

12.3 Indemnification of Licensor. Licensee shall defend, indemnify and hold Licensor and its officers, directors, employees from and against any and all claims, losses, liabilities, damages, expenses and costs (including attorneys' fees and court costs) (also a "Claim") arising from or relating to:

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Jesper von Bahr

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(i) any infringement or alleged infringement by the Licensee Materials of any third-party intellectual property right; (ii) any Leak of or unauthorized access to the Licensee Data for reasons not directly related to a Licensor act or omission; or (ii) any third party Claim brought against Licensor, except for claims of Intellectual Property infringement by the Games, in connection with any activity conducted on websites owned, operated or controlled by Licensee or third-parties on behalf of Licensee whether involving the Games or not.

12.4 Conduct of Claim. The indemnified party which is subject to a Claim shall immediately upon becoming aware of such Claim give the indemnifying party written notice of any such Claim and when the Licensor is the indemnifying party, it shall have the right to control the investigation, settlement, defense and/or pursuit of any such Claim at its expense. In no event shall the indemnified party settle any Claim without the indemnifying party's prior written consent.

13. CONFIDENTIALITY AND NON-DISCLOSURE

13.1 Confidentiality. Each party agrees that it shall not disclose to any third party any information concerning the customers, trade secrets, technologies, methods, processes or procedures or any other confidential financial, technical or business information of the other party which it learns during the course of its performance of this Agreement, including without limitation the existence of this Agreement, the terms of this Agreement and the parties commercial relationship together (the "Confidential Information"), unless:

- a. the information is already in the public domain or has been previously released to Licensor or Licensee by a third party without breach of either party's non-disclosure obligations set out in this Agreement, or
- b. unless such disclosure is required to be made by a party hereto to a Gaming Authority in connection with the application for or maintenance of a gaming license issued or administered by that Gaming Authority but in any event, not without informing the other non-disclosing party of such disclosure prior to it being made.

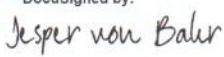
This obligation shall survive the cancellation or other termination of this Agreement.

13.2 Further Protection. In order to minimize the inadvertent disclosure of Confidential Information, each party agrees to the following:

- a. It will disclose the Confidential Information to its employees, consultants and agents only on a need to know basis for the performance of their duties in connection with work or possible work undertaken pursuant to this Agreement; and
- b. It will return (or destroy at the disclosing party's option) all written or tangible Confidential Information received from the other party or which incorporates or references the other party's Confidential Information (including all copies thereof) upon the other party's request to do so, provided that the parties shall be permitted to retain a copy of any Confidential Information in order to comply with any legal or regulatory obligations to which they may be subject. Any such Confidential Information so retained will be held subject to the confidentiality and use limitations of this Agreement.

14. NON SOLICITATION

14.1 Non-Solicitation. During the Term and for a period of two (2) years immediately following termination of this Agreement by either party, each party agrees not to solicit or induce any

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employee or independent contractor to terminate or breach an employment, contractual or other relationship with the other party.

15. MISCELLANEOUS PROVISIONS.

- 15.1 Amendment. This Agreement may only be amended by mutual written consent of both parties.
- 15.2 Independent Contractors. The parties acknowledge that each is an independent contractor and nothing herein constitutes a joint venture or Licenseeship. The relationship under this Agreement shall not create any legal Licenseeship, franchise relationship or other form of legal association between the parties that would impose a liability between the parties or to third parties.
- 15.3 No Waiver. Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than (i) by an authorized representative and (ii) in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any prior or subsequent breach of this Agreement.
- 15.4 Force Majeure. To the extent caused by force majeure, no delay, failure, or default will constitute a breach of this Agreement.
- 15.5 Entire Agreement. This Agreement, including the Schedules, is the sole and entire Agreement between the parties relating to the subject matter hereof, and supersedes all prior understandings, agreements and documentation relating to such subject matter.
- 15.6 Severable Provisions. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.
- 15.7 Governing Law. This Agreement shall be governed by the laws of Malta and any dispute arising out or in any way connected with this Agreement shall be subject to the exclusive jurisdiction of the Maltese Courts.
- 15.8 Arbitration. In the event of any dispute under this Agreement, including but not limited to any claim that an event of default has occurred (hereinafter "**Dispute**"), will be resolved by binding arbitration held in accordance with the Malta Arbitration Centre ('MAC'), whenever possible, or any other dispute resolution fora available in Malta. Notwithstanding anything herein to the contrary, this provision shall not prevent either party from seeking or obtaining equitable relief in any court of law of competent jurisdiction nor shall it restrict Licensor from enforcing its patent, trademark, trade secret, or other proprietary rights in a court of competent jurisdiction instead of submitting to Arbitration. Nothing in this Section shall confer any rights or remedies on anyone not a party to this Agreement.
- 15.9 Notices. All notices, consents and other communications hereunder shall be in writing and shall be deemed to have been given (i) when delivered by hand, (ii) when sent by facsimile (with receipt confirmation), provided that a copy is promptly sent by certified mail, return receipt requested, or by overnight air courier service, (iii) one business day after sending when sent by email, or (iii) when received by addressee, if sent by certified mail, return receipt requested, or by overnight air courier service, in each case addressed or sent to the appropriate address and/or facsimile



number and/or email address set forth below of the party to which notice is given, or to such changed address as such party may have fixed by notice:

If to Licensor: Ezugi N.V.
kk@ezugi.com
If to Licensee: JMS INVESTMENT GROUP N.V.,
cem@jmsinvestmentgroup.com
info@g-force-corporate-services.com

- 15.10 Assignment. Neither party may assign or delegate its duties under this Agreement or any of their respective rights or obligations hereunder, in whole or in part, to any person or entity, unless to a company of the same group of companies, without the non-assigning party's prior written consent.
- 15.11 Attorneys' Fees. Should any party bring legal action (including arbitration) to enforce its rights under this Agreement, the prevailing party in such action shall be entitled to recover from the losing party its reasonable attorneys' fees and costs (including court and arbitration costs) in addition to any other relief to which it is entitled.
- 15.12 Gaming Regulations. Either party may take any action reasonably necessary for it to comply with any requirements of Gaming Authorities in order to protect its gaming licenses and in so doing it will only take those actions required of it to make it compliant so as not to breach any terms or conditions of this Agreement if possible. If as a result of a requirement of Gaming Authorities any provision of this Agreement is deemed to be unenforceable by any party, the remaining provisions will continue in full force without being impaired or invalidated in any way and that unenforceable provision shall be replaced by one similar in effect, maintaining the commercial terms and the spirit of this Agreement intact and satisfying requirements of Gaming Authorities.
- 15.13 Counterparts. This Agreement and Order Form's may be executed in any number of separate original counterparts, each of which shall be deemed to be an original, but all of such counterparts shall together constitute one Agreement. Delivery of an executed counterpart of a signature page to this Agreement or Order Form by a party shall be effective as delivery of a manually executed counterpart of this Agreement. This Agreement may be executed and transmitted by the parties in digital form (for example: *.jpg, *.pdf, *.tif) by email and if so executed and transmitted, this Agreement will be for all purposes as effective as if the parties had delivered and executed an original Agreement.

[Execution page to follow]

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Jesper von Balur
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[Execution page to Game License Agreement between **Ezugi N.V** and **JMS INVESTMENT GROUP N.V.**,
dated 06th of August, 2019

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first set forth
above.

SIGNED by authorised signatory for and on behalf
of **Ezugi N.V**

DocuSigned by:
By: Jesper von Bahr
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Name: Jesper von Bahr
Title: Director

SIGNED by authorised signatory for and on behalf
of **JMS INVESTMENT GROUP N.V.**

By: [Signature]
Name: Cem Sisman

Title: Director

[Signature]
By: Global Related Services B.V. / Gouloud Hammoud
Title: Director
Date: December 3rd, 2019

**SCHEDULE 1
GAME(S)**

This Order Form (Order Form) is made pursuant to and incorporates all terms and conditions contained in the Agreement between Ezugi N.V and JMS INVESTMENT GROUP N.V., dated 06th of August, 2019].

All capitalized terms used in this Order Form but not defined herein shall have the same meaning ascribed to them in the Agreement unless expressly stated otherwise herein.

1. A. CATALOGUE GAMES DESCRIPTION:

Catalogue Game Name/Description	Software Platform	License Term	Exclusivity Term
General Release Games from Ezugi existing Games catalogue (titles to be determined)	HTML5/Flash and/or such other as determined by the Licensor from time to time	1 year plus option to renew for additional 1 year per below option term	None

License Territories: means the world excluding any jurisdiction or territory:

- (a) in respect of which it is illegal for the Licensee to provide remote gaming to residents; or
- (b) in respect of which the Licensee requires a gaming license or similar authorization to provide remote gaming to residents and the Licensee does not hold, or continue to hold, such gaming license or authorization; or
- (c) that is notified in writing to the Licensee from time to time by the Licensor with reasonable notice, but at its sole and absolute discretion, as being excluded from the scope of the rights granted to the Licensor in this Agreement and where and to which the provision, marketing, operation or licensing (as the case may be) of the Licensed Product may not be undertaken, the Parties agreeing and acknowledging that such notice may be on a Game-by-Game basis;
 - Platform: Licensor
 - License Term commences on the execution date of this Schedule 1.
 - License Term renewal option: The License Term shall automatically extend for one (1) additional year after completion of the one (1) year term unless one party delivers to the other party a written notice of termination of the License not less than thirty (30) days prior to the expiration of the initial one (1) year term, or unless earlier terminated in accordance with the terms and conditions of the Agreement.

2. FEES, INVOICING AND PAYMENT TERMS

Game Name/ Theme/ Concept	Fees (Euro) (Fees below are cumulative)
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	Initial Fees	Royalty Fees												
Ezugi Generic Content		The Licensee shall pay the Licensor fees amounting to 7.5% down to 5.5% Net gaming revenue of the value <table><tr><td>0-500k</td><td>7.5%</td></tr><tr><td>500-1m</td><td>6.5%</td></tr><tr><td>1m-2m</td><td>6%</td></tr><tr><td>2+</td><td>5.5%</td></tr></table> of the Gross Gaming Revenues generated from the Games forming the Ezugi Generic Content	0-500k	7.5%	500-1m	6.5%	1m-2m	6%	2+	5.5%				
0-500k	7.5%													
500-1m	6.5%													
1m-2m	6%													
2+	5.5%													
Ezugi Premium Content		In addition to the fees for the Ezugi Generic Content set out above the Licensee shall pay, in respect to the Games forming the Ezugi Premium Content, the following fees: <table><tr><td>21+3 Black Jack sidebet</td><td>3% of the Gross Gaming Revenues</td></tr><tr><td>Perfect Pairs Blackjack sidebet</td><td>3% of the Gross Gaming Revenues</td></tr><tr><td>Casino Holdem Game</td><td>1% of the Gross Gaming Revenues</td></tr><tr><td>Unlimited Blackjack Game</td><td>1% of the Gross Gaming Revenues</td></tr><tr><td>Baccarat Knock Out Game</td><td>3% of the Gross Gaming Revenues</td></tr><tr><td>Jackpot Feature</td><td>2.5% of the Gross Gaming Revenues</td></tr></table>	21+3 Black Jack sidebet	3% of the Gross Gaming Revenues	Perfect Pairs Blackjack sidebet	3% of the Gross Gaming Revenues	Casino Holdem Game	1% of the Gross Gaming Revenues	Unlimited Blackjack Game	1% of the Gross Gaming Revenues	Baccarat Knock Out Game	3% of the Gross Gaming Revenues	Jackpot Feature	2.5% of the Gross Gaming Revenues
21+3 Black Jack sidebet	3% of the Gross Gaming Revenues													
Perfect Pairs Blackjack sidebet	3% of the Gross Gaming Revenues													
Casino Holdem Game	1% of the Gross Gaming Revenues													
Unlimited Blackjack Game	1% of the Gross Gaming Revenues													
Baccarat Knock Out Game	3% of the Gross Gaming Revenues													
Jackpot Feature	2.5% of the Gross Gaming Revenues													
Ezugi OTT™ Content		In addition to the fees set out above the Licensee shall pay, in respect to the Ezugi OTT™ Content a fee of 10% of the Gross Gaming Revenues for each casino supplier independently. The current suppliers are: - Portomaso Casino and Oracle Casinos for Roulette Games - Queenco Casino for Baccarat Games When adding the additional casinos for the provision of Ezugi OTT™ Content, the Licensor will notify the Licensee by email.												

- There shall be a monthly minimum fee of EUR two thousand (€2,000) (the "**Minimum Fee**"). The Minimum Fee shall be deemed an advance of the Royalty Fees due for the Ezugi Generic Content, meaning that no Minimum Fee shall be payable by the Licensee to the Licensor if the amount of such Royalty Fees has exceeded the Minimum Fee for the relevant month or part of month.
- [Minimum Market Rate: Licensee shall not license the Games to License Partners for a compensation below 12% except Asian market of the [Gross/Net] Gaming Revenues calculated on the Royalty Fees generated from the Ezugi Generic Content (the "**Minimum Market Rate**").]
- Any Royalty Fees invoiced to the Licensee under the Agreement will be calculated monthly from the GGR generated by the Licensee as set forth by the reports provided by the Licensor.
- [In the event the Licensee sub-licenses the Games to License Partners, the Royalty Fees invoiced by the Licensor to the Licensee will be calculated and accounted separately by Licensee Partner and by brand and the results will not be consolidated]
- Tips revenues calculation: any tips given by the End-Users to dealers/croupiers within the game play will not be regarded as part of the GGR (the "**Tips**") generated by the Licensee and will be divided on a 20%-80% revenue share between the Licensee and Licensor respectively (for the avoidance of doubt, Licensor shall retain eighty percent (80%) of the amounts collected in respect to the Tips). Tips functionality may be disabled upon Licensee's request.
- No carry over of negative balance will be permitted.
- the Ezugi Generic Content, the Ezugi Premium Content, Slots Games or any other third party content shall be accounted separately and results not consolidated.
- Any currency calculation for invoices purposes will be by the Licensor and will be taken from the official rates of [Openexchangerates.org](http://openexchangerates.org).
- Licensee shall pay all the fees based on Licensor issued invoices, to the banking requisites within the terms mentioned in the invoice.
- [Sub-license (check main agreement and add)]

3 Additional Services

Adding additional Brands and Servers

The initial setup covers integration of [two (2)] Licensee's server with up to [five (5)] total brands configured
 Fee for adding additional brands, starting [11th] brand is 500 EUR per brand
 Fee for adding additional servers – 1000 EUR per server

Adding additional languages

Adding additional language fee 2500 EUR per language

Games Branding Functionality

- Lobby and Lobby and Games preloaders branding with Licensee Logo provided – free of charge
- Branding inside the games (table limits and chips in some of the games) – free for first [5] brands, 500 EUR per brand starting from the [6th] brand

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4 LIMITS MANAGEMENT

Licensor provides game limits management to all the games and sets it with the default limits for all the currencies.
 Licensee may request adjustments of the limits for all games except for Blackjack.
 In case of the private table ordering Licensee will be able to determine limits.

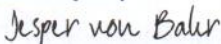
5 TRAINING

Over the Term of this Order Form, Licensor shall provide Licensee with the following number of hours per Game licensed hereunder to train the Licensee and/or its personnel in the basic Back office and system use: 1 (one) hours.

THE TERMS OF THIS GAMES ORDER FORM ARE AGREED AND ACCEPTED BY:

Ezugi N.V	JMS INVESTMENT GROUP N.V.,
Signature:	Signature:  Date: 24/08/2019
Print Name: Jesper von Bahr	Print Name: Cem Sisman
Print Title: Director	Print Title: Director
	JMS INVESTMENT GROUP N.V.,
	Signature:  Date: December 3rd, 2019
	Print Name: Global Related Services B.V. / Gouloud Hammoud
	Print Title: Director

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Jesper von Bahr
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[Handwritten signature]

Schedule 2

LICENSOR shall exercise its best efforts to keep the Service available twenty four (24) hours a day, seven (7) days a week, subject to downtime for maintenance purposes, system outages and other circumstances beyond LICENSOR's control. The Parties acknowledge that, since the Internet is neither owned nor controlled by any one entity, LICENSOR makes no guarantee that any given user will be able to access the Service at any given time. There are no assurances that access will be available at all times and uninterrupted, and LICENSOR shall not be liable to Licensee, End User or any third party for any unavailability of the Service if any internet interruptions or connection problems are caused by third party and not by action or omission to act of the LICENSOR. LICENSOR is liable that adequate internet connection will be established to keep the Service available.

The parties agree that the LICENSOR shall not be responsible for any defect or malfunctioning of games and/or services which are made available by the LICENSOR in co-operation with third parties and the service levels set out in this Schedule 2 to shall not be applicable to any such games and/or services.

LICENSOR may at any time, without notifying Licensee, make changes to the Service which are technically necessary, if they do not affect the general nature or quality of the Service or change the Service with effect on the License and/or compliance with the License.

The Service may include LICENSOR's agreements and possible other arrangements with its co-operation Licensees, whose services may be an integrated and necessary part of the overall Service.

Service level for L1 support:

1. L1 Support shall be operative 24 hours / 7 days a week / 365 days a year. The minimum availability of Level 1 Support shall be 98% calculated on 6 month basis. In addition to the exclusions in case of Force Majeure as defined in the Agreement, licensee acknowledges and agrees that LICENSOR shall not be responsible for failure to comply with the aforementioned in cases of lack of communications (Internet connection, CDN Failure) general power supply, failure of systems which are not controlled by LICENSOR.

To End Users

2. Pursuant to receipt of a request from an End User LICENSOR shall reply to End User within five (5) minutes from the time when such request from End User has come via LIVE chat.

a. If End User notifies LICENSOR of a fault in Gaming Applications or other services pertaining hereto, and LICENSOR examines the issue and confirms existence of such fault, LICENSOR shall consider such notification by the End User as a request by LICENSEE himself to rectify the fault and shall start work on it according the service level criteria of this Schedule.

b. LICENSOR shall retain detailed transaction records of chat logs which will be archived to be accessible and auditable by LICENSEE.

3. LICENSOR 1st level support representative shall resolve the issue including:

- Game inconvenience (human or technical),
- Technical fault

within 20 minutes from the moment the request was received and acknowledged by support manager. The resolving actions are based on the game inconvenience/error handling policies agreed by LICENSOR and LICENSEE.

If request cannot be resolved by the 1st level support Licensee within 20 minutes, the issue is being escalated to the 2nd level of the support.

From this point all communications to the end User are under the responsibility of LICENSEE. LICENSOR 1st Level Support Licensee shall:

- Inform End User that the issue was escalated to the 2nd level support and that all the future communications regarding the issue will be managed by LICENSEE via the standard

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communication sources the LICENSEE provides to the End Users.

- Inform the LICENSEE via email, within maximum 2 hours from the moment the issue was reported by the End User about the issue details and estimated resolving period.

To LICENSEE

4. Pursuant to receipt of a request from LICENSEE, LICENSOR shall reply to LICENSEE within fifteen (15) minutes from the time when such request from LICENSEE has come via IM (Skype) chat. LICENSOR shall retain detailed transaction records of chat logs which will be archived to be accessible and auditable by LICENSEE.

5. LICENSOR 1st level support representative shall resolve the technical issue reported within 20 minutes from the moment the request was received by support Licensee. If request cannot be resolved by the 1st level support Licensee within 20 minutes, the issue is being escalated to the 2nd level of the support. LICENSOR support Licensee will inform the LICENSEE about the estimated resolving period. All further communication regarding the issue will be processed via Email.

Service Level for Level 2 and Level 3 support:

6. Level 2 and Level 3 Support is accessible by email, issue tracking management from Monday to Friday from 9.00 am to 5.00 pm CET (central European time).

7. The Maximum time limits for repairing or rectifying errors or faults or providing the detailed investigation for the End User requests that cannot be executed within the 20 minutes timeframe shall be according to the following table:

Fault Description & Priority Index	Max Initial response /Rectify Time (as of the receipt of Licensee's request)
(1) End User support case investigation	Up to (chat confirmed)/48 hours
(1) Blocker Fault	Up to 8/48 hours
(2) Critical Fault	Up to 24/48 hours
(3) Normal Fault	Up to 3 business days/1 week
(4) Low Fault	Up to 3 weeks / 6 weeks

Fault Priority Classification – for the purpose of this Agreement and its associated schedules, the Faults shall be classified according to the following table:

13. Fault Priority Index	14. Scope of Effected Functionality
(1) End User support case investigation	Particular issue/game inconvenience affecting payout or ability to play of a particular user
(1) Blocker Fault	50% and over of the End-Users can not play for real money
(2) Critical Fault	25-49% of total End-Users can not play for real money, or severe security risk is identified
(3) Normal Fault	10-24% of total End-Users can not play for real money



(4) Low Fault

Up to 9% of total End-Users can not play
for real money

Exclusions from Support & Maintenance Services provision:

The scope of the support and maintenance services to be provided by Licensor shall **NOT INCLUDE** the following:

1. Any Licensed Material or any part thereof that has been altered, damaged, and/or modified by LICENSEE, or by any End-User or by any third party, except as authorized in writing by LICENSOR;
2. Functionality failure of any related third party platforms, modules, features, systems, products, hardware and software;
3. Any new, additional, modified and/or upgraded operating system and/or auxiliary software which will be used in connection with the operation of the Deliverables other than the ones which shall be agreed upon and which shall be specified forth in the respective Project Development Plan (as defined below).

Support contacts information:

LICENSOR will make available the following support contact lines:

For End User

Game Chatroom – private chat to LICENSOR support Licensee

For Licensee

Email: cservice@ezugi.com



Schedule 3 Services

Live dealer Software service

Licensor's system is built on a new technology for video and audio streaming and will provide video and audio stream in different level of quality from its studios around the world to Licensee's End-Users through Licensee's website or platform according to this agreement.

Licensor will provide the Licensee with the Game Platform and the video and audio streaming from Licensor's studios to Licensee's End Users, within the Licensee's operation boundaries and through:

WWW.XXXXXXXX

Game Platform – the computer software and systems owned or used by LICENSOR which permits users to operate an electronic information service providing access to live streamed online casino games via the internet or the World Wide Web or mobile network

Games –Licensor game portfolio includes:

- Live Baccarat and its variation,
- Live Roulette and its variations,
- Live Blackjack,
- Live Keno,
- Live Lottery/Bet-on-Numbers,
- Live Casino Holdem

Languages supported

Licensor is presently supporting the following languages in Licensor player's interfaces:

- English
- Spanish
- Turkish
- Russian
- French
- Vietnamese
- Simplified Chinese
- Korean
- Japanese

Integration Services – Licensor shall provide API Integration services, based on its site integration services Money Transfer Protocol (Seamless Transfer) and subject to the receipt from Operator of a complete API technical requirements specifications form, for enabling:

Billing communicating between Licensor Platform and the Operators Games Section, which consists of presentation and methods of operation and which enables the use of the Gaming Applications by End Users;

On-line alerting and verification of End Users' registration, depositing and financial balance;

Web site integration services - via "web services" protocol as defined in LICENSOR specification, attached as schedule xx-Licensor API. The services do not include any of the web site development work and support which will either be responsibility of LICENSEE.



System Availability

The System will be available to Licensee's End-Users 24/7 unless closed for maintenance updates, software upgrades, bug fixes, other necessary patches or force major. While maintaining its services, the services might be down and the system will not run at the End-Users computers.

Hardware and Hosting –

Hardware requirements:

Minimum PC requirements are:

CPU = 1.6 HGz dual core

RAM = 2 GB

Video = 256 MB (or any embedded shared memory)

Internet connection minimum: 500 kbs

Desirable:

CPU = i5-i5 dualcore

RAM = 4 GB

Video = 256 MB (or any embedded shared memory)

Internet connection: 2 mbs

Data Back-up and Recovery Procedures –

LICENSOR holds all records of financial transactions for unlimited period of time and video recording of all live games for a period of one month.

DocuSigned by:

Jesper von Baker

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