



Software Service Agreement

Between EveryMatrix and JMS Investment Group

April 1, 2020

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THIS AGREEMENT has been entered into as of **April 1, 2020**

hereinafter the ("Effective Date")

BETWEEN

EveryMatrix N.V., reg no. 108354 (hereinafter "EM"), a company incorporated under the laws of Curacao, having its registered address at Dr. Hugenholtzweg Z/N, Curacao

AND

JMS Investment Group, reg no. 139753 (hereafter the "Operator"), a company incorporated under the laws of Curacao having its registered address at ~~R.X.N.X.H.U.G.E.N.D.O.L.T.W.E.G.Z.N.X.N.S.X.B.E.A.U.J.O.N~~ Curacao.

Kaya Richard J. Beaujon Z/N, Willemstad

EM and the Operator are each individually referred to as a "Party" and collectively as the "Parties".

1. Background

Whereas:

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

Authorised signatory

Name: Global Related Services B.V.

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 EM contact point for the Operator, as notified by EM to Operator 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 EM, the Operator and/or the GSP (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;

"EM" means EM and its Associated Companies;

"EM Services" means the services delivered under this Agreement, provided that these services may be varied by the GSPs at their sole discretion from time to time;

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

"Gaming Services" shall mean the services delivered by EM under this Agreement, as listed in the Appendix "Gaming Services", provided that these services may be contracted for by EM and/or the Operator.

"Gaming Service Providers (GSPs)" means the providers of the EM Services (and their Associated Companies). GSPs shall be contracted by EM and/or the Operator to deliver the EM Services;

"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 EM Services on Operator Services whereby Players may wage real money on EM Services;

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

"Operator Platform" means the hardware and software belonging to the Operator (or a third party contracted by the Operator) built to run and support the EM Services;

"Operator Services" means any access service offered by Operator used for the purpose of integration, distribution and display of the EM 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 EM Services via the Operator Services;

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



"Software" means any proprietary software belonging to EM and/or the GSPs used for the purpose of providing the EM 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. EM Services

EM shall deliver a solution with the Gaming Services listed in Appendix "Gaming Services" and further described in relevant appendices attached to this Agreement.

Products offered by a company in the EM Group will be supported according to Appendix "EveryMatrix Service Level Agreement".

4. Operator's Obligations

Operator shall:

(i) maintain a valid gaming license for the EM Services. It shall be the sole responsibility of the Operator to verify if any jurisdiction in which it operates in requires the Parties to have a valid gaming license and/or certification for the purposes of offering the Gaming Services under this Agreement. In jurisdictions which require a local license, EM Services shall not be delivered unless the Parties hold the relevant license/s and/or certifications. During the Term of this Agreement, the Operator may approach EM to deliver EM Services in additional jurisdictions which require a local license. In this event, the Parties shall discuss the business viability of this jurisdiction and shall agree to the terms in writing. Provided that EM shall have the full discretion to opt whether or not to provide EM Services to such additional jurisdictions.

(ii) In the event that the Parties are required to undergo testing or certification as per the compliance requirements of the applicable authorities, the Operator is solely responsible for: (a) engaging with the accredited testing house; (b) project managing the testing and/or certification programs, including the management of all necessary communication flows between the Parties and the testing-house, planning of time-lines and ensuring the availability of the Parties' resources; (c) full payment of any costs and expenses incurred in relation to the aforementioned testing and certification programs. The Operator further warrants to adhere to its responsibilities as specified in the relevant appendices to this Agreement relating to regulated markets.

A handwritten signature in blue ink.

Handwritten initials 'CS' in blue ink.

(iii) provide EM with any company information and due diligence documentation as requested by EM; The Operator understands and acknowledges that such information and documentation may be passed on to third parties by EM for verification purposes.

(iv) provide EM with prior written notice regarding any changes to due diligence information provided, any impending bankruptcy, composition or reconstruction proceedings or liquidation for the Operator; if the Operator is required to cease the business relationship with EM or cease performance of any obligation under this Agreement due to an order from any governmental agency or regulatory body to which the Operator is subject; if the Operator 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 Operator or any of its related companies; and any event that gives well founded reason to assume that the Operator is or will no longer be capable of fulfilling its obligations under this Agreement. The written notice shall be provided to EM within five (5) days from the date that the aforementioned changes or events have become known to the Operator. Operator shall supplement the above notice with any relevant documentation and information when requested to do so by EM.

(v) advise EM when there is a change to the domain names of websites or additional websites using EM Services/s.

(vi) The contract between the Operator and the Player, that is the terms and conditions for playing real money games displayed on the Website, shall contain a formula equal to or equivalent to the following: *"By playing real money games, the player accepts that the winnings due to the faulty software, by way of example but not limited to: bugs, faulty codes, loopholes and back doors, will not be paid, with the possible closure of the game accounts".*

5. EM's Obligations

EM undertakes towards the Operator to:

- (i) undertake all necessary arrangements for the proper implementation of the EM Services into the Operator Platform;
- (ii) ensure access to and operation of the EM Services subject to the applicable provisions and for the duration of the term of this Agreement.

6. Ownership and Licenses

6.1 Ownership

(i) All rights and interest in the Intellectual Property and the EM 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 Operator. EM 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 Operator Services and into their marketing material. Upon EM's request, Operator shall incorporate EM's logo with a hyperlink, as well as any information or statements relating to EM or to its licenses into the footnote of any homepage using EM Services.

(iv) EM and/or the GSPs may freely use any suggestions and improvements related to the Software and/or the EM Services that Operator provides in connection with this Agreement. In the event that Intellectual Property Rights in the Software and/or the EM Services shall be deemed to vest to any extent in the Operator, the latter hereby grants the GSPs an unrestricted, irrevocable and royalty-free license, without warranty of any kind, to include them in the 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) EM and/or the GSPs shall be responsible for a reasonable amount of development and maintenance of the Software and the EM Services, provided that any such development and maintenance shall be undertaken at their sole and absolute discretion. Operator acknowledges that development and maintenance may not be scheduled according to specific requests of Operator. In the event that such development and maintenance occur, Operator agrees to cooperate and to comply with any requirement that might be deemed necessary by EM for the successful execution of such development and maintenance.

(ii) EM 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 EM Services provided to the Players can be temporarily disrupted. EM 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. Operator acknowledges and accepts that neither EM and/or the GSPs nor any of their respective members, shareholders, directors, officers, employees or representatives will be liable to Operator 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. EM shall uphold service according to the attached "EveryMatrix Service Level Agreement".

9. Advertising

Operator 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 EM 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.

10. Set-up Fee, Commissions and services

10.1 Fees and Commissions

Operator shall pay EM the fees according to the appendix "Fees".

10.2 Currency

All sums due by EM to Operator under this Agreement shall be made in Euros. Where Gaming Services are conducted in another currency, the exchange conversation rate will be based on the exchange rate from Oanda Corporation.

10.3 Taxes and other Fees

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

For the duration of this Agreement, Operator shall be liable for any applicable gaming tax that may at any time be due to any governmental or regulatory authority in any territory.

10.4 Invoicing

EM shall be responsible for calculating Operator's and EM's revenues within fifteen business days following a Settlement Period, producing and providing to Operator necessary reports for the calculation and sharing, and effectuating the sharing by invoicing/crediting the amount due. Invoices shall be sent via email.

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

Any overdue payment pursuant to this Agreement shall incur the maximum interest rate permitted by law. Provided that as from the first reminder issued by EM for an overdue payment, the following charges shall apply: (i) an administrative charge of EUR 20 per reminder or; (ii) the maximum interest rate permitted by law; whichever is the greater sum.

In the event that a payment due by Operator to EM remains overdue after 7 days from the date of first written reminder by EM, EM shall have the right to suspend the provision of the Gaming Services to the Operator until such payment is settled in full by the Operator to EM and/or to exercise its right of termination as per Clause 14.2 of this Agreement.

The Parties hereby agree that invoice issued by EM pertaining to this Agreement may be issued by EM or any of its Associated Companies.

10.5 Invoice Security Deposit

In the event that EM is contracting with third party GSPs for the provision of EM services and thus carries an invoicing risk in regards to these GSPs, the Parties agree to mitigate such risk for EM by establishing an Invoice Security Deposit.

Invoice Security Deposit will be calculated according to the rules specified in the Appendix "Fees".

Upon termination of the Agreement or upon Operator contracting directly with the Gaming Service Providers and after full and final settlement of invoices, the Invoice Security Deposit shall be returned in full from EM to Operator.



10.6 Set-Off

The amounts due and payable by the Operator to EM will not be affected by any circumstances, including any right of set-off, counterclaim, recoupment, defense or any other right which the Operator may have against EM and its Associated Companies and/or the GSPs.

10.7 Access to Information

Solely for the purposes of ensuring a fair profit-split between the Parties as agreed to in this Agreement, EM shall ensure that Operator is granted access by the Gaming Services, by means of an admin tool to verify the amounts staked by Players, the amounts won by Players and the Player amounts voided.

11. Confidentiality

Commencing on the date of signature of this Agreement and for a period of three (3) 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.

12. Responsibilities

12.1 Responsibility Matrix

	EM	Operator
Configuration, Set-up & Integration		

Branding of Gaming services		X
Hardware Set-up and Configuration	X	X
Gaming Service configuration, registration of games, set-up & installation	X	
Solution testing, verification and connection to Internet	X	X
Integration with any potential surrounding business systems e.g. Operator mgmt system, CRM system, financial reporting system		X
Pre-Launch Activities		
Operations Training of Operator Staff	X	X
Final System Verification and Test	X	X
Ongoing Operation		
System Hosting *	X	
1st Line Customer Support		X
2nd Line Technical Support	X	
Marketing and Promotion activities		X

*If Operator uses EM APIs to build and develop any product or service (including AccessMatrix) hosting for that product or service shall be Operator's responsibility.

13. Term

This Agreement shall enter into force when duly signed by the Parties and shall remain in force for a starting period of 1 month from the Effective Date (hereafter the "Start Period").

Following the expiration of the Start Period the term of this Agreement shall thereafter be prolonged indefinitely unless terminated in writing by either Party by providing no less than 1 month prior notice of termination, thus with termination taking place no sooner than 2 months from the Effective Date.



14. Termination for Cause

14.1 By a Party

A Party may terminate this Agreement immediately, if: (i) the other Party is in material breach and, in case of a breach which is capable of being cured, the Party in breach does not, within thirty (30) days following written notice of the breach, cease to be in breach; (ii) the other Party is declared bankrupt, enters into composition or reconstruction proceedings or liquidation or otherwise can be assumed to become insolvent or else an event occurs that gives well founded reason to assume that the other Party is not, or within short time will no longer be, capable of fulfilling its obligations under this Agreement; and (iii) a Party is required to cease the business relationship with the other Party and/or cease the performance of any obligation under this Agreement due to an order or advice of a governmental agency or regulatory body, with reference to gaming law, to which a Party is subject.

14.2 By EM

EM may terminate this Agreement immediately, if (i) the Operator 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 the first written notice from EM or (ii) if EM and/or any of the GSPs from or contracted with EM Group are under legal prosecution for the content and aim of this Agreement provided that the Parties shall in such latter case use reasonable endeavours to find an acceptable alternative solution.

15. Consequences and Rights and Obligations on Termination

15.1 Payment Obligations

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

15.2 General effects of Termination

At the effective date of expiry or termination of this Agreement for any reason: (1) Operator shall immediately remove access to the Gaming Services through the Website and shall immediately desist from conducting any marketing and/or promotional campaigns in relation to the Gaming Services; (2) all rights granted by this Agreement, including but not limited to Intellectual Property Rights, shall



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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.

16. Indemnification

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

17. Limitations of Liability

(i) In no event shall EM be liable to the Operator 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. EM shall have no liability for: (a) any period of downtime of the EM Services caused by or resulting from: a failure of servers, related equipment or hardware used by the Operator for the provision of the EM Services; unavailability of services from third party providers, including GSPs; (b) a failure or disruption of internet services and/or any other technical service outage not resulting from fault or negligence by a company in the EM Group; (c) any loss or damage caused by an error made by the Operator, including but not limited to the display on the Operator's Website of incorrect settlements, incorrect odds, incorrect payment rules or incorrect bonus programs. EM and the GSPs shall not be liable for any loss of funds directly or indirectly attributable to faults in the Gaming Services provided by the GSPs. Faults may include, but are not limited to, bugs, faulty codes, loopholes and back doors;

(ii) EM does not make any representations and/or warranties whatsoever with respect to the legal position and/or financial outcome of the Operator during its performance under this Agreement. The Operator warrants that it has independently sought legal advice and has carried out its own legal assessment and analysis of its operations prior to entering into this agreement.

(iii) If the GSPs are contracted for by EM, the provision of EM Services is subject to the respective GSP's approval of the Operator. In approving the Operator, the GSP shall act at their own discretion and refusal of the GSP to deliver the EM Services to the Operator shall by no means make EM liable for the non-provision of such services.

Without derogating from the foregoing, the maximum aggregate liability of EM for any and all liability arising in connection with this Agreement shall in no circumstance exceed the amount of two hundred and fifty thousand euro (€ 250,000).



18. Government Legislation

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

19. Independent Parties

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

20. 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, provided however that the Operator shall be permitted to enter contracts with respect to the Gaming Services without having to receive any approval and/or consent from EM.

21. Survivability

Clauses 11, 15, 16, 17 and 29 shall survive a termination of this Agreement.

22. Incorporation and Amendments

This Agreement constitutes the entire understanding and agreement between the Parties with respect to the subject matter hereof, and the Parties agree that 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.



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23. 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 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.

24. 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 having an adverse effect ("Force Majeure").

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

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

25. Use of Name

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

The Parties hereby agree that EM shall have the right to issue any press release or public statement relating the Agreement.

Operator shall ensure that the Website shall have a clearly legible Mark, which Mark shall be clickable with a link to the homepage of GSPs and GLHs to be specified by EM.



26. Construction

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

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.

In the event that, as a result of such solicitation, any EM employees or any employees of the subsidiaries or associated companies forming part of EM group of companies become employees and/or contract to procure services to the Operator, EM shall charge the Operator a penalty amounting to 12 months' gross salary per employee so solicited.

Notwithstanding the foregoing, nothing in this Agreement shall be construed as limiting or affecting EM and/or the GSPs' and/or the Operator's absolute freedom to engage other intermediaries for the purpose of marketing, advertising and promoting the Gaming Services and/or any other software products, whether during the Term of this Agreement or otherwise.

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 shall be given by certified mail return receipt requested, and also by e-mail to legal@everymatrix.com, and shall be deemed delivered after seven (7) working days after mailing by certified mail return receipt requested; addressed to the Party for whom it is intended, at the addresses of the Parties as set out above or any other address communicated between the Parties.



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29. Law

This Agreement and all relations, disputes and other matters arising hereunder shall be governed by and construed in accordance with the laws of Malta and any dispute related to this Agreement shall be referred to the Maltese courts.

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.

For and on behalf of **EM**

Authorised Signatory
Name: Ebbe Groes
Title: CEO
Date:

For and on behalf of
JMS Investment Group



Authorised Signatory
Name: *CEM SISMAN*
Title: *DIRECTOR / CEO*
Date: *27.05.20*



Authorised signatory
Name: Global Related Services B.V.
Gouloud Hammoud - Director
Date: May 28, 2020

30. Appendices

Appendix A - Gaming Services

Appendix B - Fees

Appendix C - Service Level Agreement

Appendix D – OddsMatrix