

Software License and Service Agreement

Between

Spribe N.V.

And

JMS Investment Group N.V.

Dated: 31 January 2023

This Software License and Services Agreement (the “**Agreement**”) is made on 31/01/2023 by and between the following parties:

1. Spribe N.V., organized under the laws of Curaçao, with a registration number 153957, located at Klipstaadt 13, Willemstadt, Curaçao (“**Licensor**”) represented by its director – Ecorpp Management N.V. duly represented by its Managing Director Boy Hendriks
2. JMS investment Group N.V., organized under the laws of Curacao, with a registration number 139753, located at Kaya Richard J/BEAUJON Z/N Curacao (“**Licensee**”) represented by its Managing Director Gouloud Hammoud obo Global Related Services B.V.

Licensor and Licensee are separately referred to as the “**Party**” and together as the “**Parties**”;

RECITALS:

- A. **Whereas**, Licensee licenses its casino game content to the online casino/gambling operators;
- B. **Whereas**, Licensor has created trademarks, such as logo and name for the, which identifies and associates the above-stated casino game content to the Licensor;
- C. **Whereas**, Licensor creates and licenses online gaming content via its remote gaming server for play by End Users both online and via mobile applications;
- D. **Whereas**, Licensee intends to obtain license on Games (as defined below) to make the same available for play to End Users of Operators (or Aggregators) as well as use the trademarks created by Licensor for the purposes of sublicensing games to its Operators (or Aggregators);
- E. **Whereas**, Licensor has the necessary technical skills to assist Licensee with integration of Games on the Licensee’s and Operator’s systems as well as carry out necessary maintenance and services to the Games;

NOW, THEREFORE, the Parties agree to enter into the following binding agreement:

Article 1. Definitions

Aggregator	Company that negotiates with Licensee on behalf of groups of Operators for further sublicensing the Games to such Operators;
Casino License	Any licenses, permits and approvals from relevant Gaming Authorities issued pursuant to applicable law that authorizes the holder to own or operate a casino operation and offer Licensed Game(s) to the End Users;
Control	The direct or indirect ownership of more than fifty percent (50%) of the outstanding voting securities of a person or entity, or the right to receive more than fifty percent (50%) of the profits or earnings of a person or entity, or the right to control the policy decisions of a person or entity;

Damages	all costs, losses and damages, including those which are consequential, whether direct or indirect, suffered by any of the Parties due to a breach, including reasonable attorney's fees incurred by such Party in ensuring the Party in breach rectifies such breach and/or the fees incurred by such Party in obtaining such Damages.
End-Users	Individuals who access the Licensed Games via an Operator gaming platform;
GGR Gross Gaming Revenue	Total volume of stakes before taxes (bets placed less charge backs and cancelled bets) minus the total volume of payouts made by the Licensee through offering the Licensed Game(s) to its Operators.
Intellectual Property Rights	Patents, design rights, trademarks, trade names, domain names, copyrights, mask works, rights in unlawful competition and passing off, and all other rights, statutory or otherwise, covering the Intellectual Property and all features thereof and all ancillary matter and covering, in each case in any part of the world and whether or not registered or registrable and to the fullest extent thereof and for the full period thereof and all extensions and renewals thereof, and all applications for registration thereof and all rights and interests thereto.
License	The license of the Licensed Games granted by the Licensor to Licensee, which includes any modified, new or upgraded versions of the Licensed Games;
Licensed Game(s)	Games enlisted in the Attachment #1 including any modification or upgraded or new versions of such games. Unless specified otherwise, "Licensed Game(s)" shall be deemed to include any Mobile Game(s);
Restricted Territories	Georgia, Republic of Armenia as well as the jurisdictions where the promotions, marketing, or offering of online gambling is expressly prohibited or otherwise unlawful;
Operator	A customer/sub-licensee who has entered or will enter into an agreement for the sub-license of the with Licensee for the Licensed Game(s);
Taxes	All taxes and other charges imposed on internet gaming revenue or otherwise in relation to the License and the Licensed Game(s), including Licensed Game(s) royalty receipts, by a governmental authority or agency of competent jurisdiction in the Territory under applicable law;
Update	New, enhanced, improved or updated versions of the Licensed Game(s) released generally by Licensor that may change the utility, efficiency, or operating performance of the Licensed Game(s) but that does not alter the Licensed Game(s) basic functionality
Upgrade	New release of the Licensed Game(s) that is a revision to the Licensed Game(s) or to a component, in each case which is designed to provide what Licensor considers to be a major enhancement to the Licensed Game(s) which alters its basic functionality;

Article 2. Subject Matter of the Agreement

- 2.1. Licensors ensure to license the Licensed Game(s) as enlisted by the Appendix #1 and provide subsequent services as defined in the Service Level Agreement according to Appendix #2 of the Agreement.
- 2.2. License in accordance with the present Agreement is granted in a termed, non-exclusive and revocable manner with territorial limitation on Restricted Territories including Georgia and Republic of Armenia.
- 2.3. Licensee is entitled to sub-license the Licensed Game(s) – fully or partially - to its Operator(s). In case of such sub-license the Licensee shall notify the Licensor in advance and wait for the consent of the latter. Licensor retains the right to refuse sub-licensing the Licensed Games to the referred Operator. In addition, Licensee is not allowed to offer/distribute/sub-license Licensed Games to the existing customers of Spribe.
- 2.4. Notification of to the Licensor regarding the sub-license shall be done via official Email (as indicated in sub-paragraph 12.4) and include the name of the Operator and list of Licensed Game(s) to be sub-licensed.
- 2.5. Initial games to be licensed according to the present Agreement shall be included in the Attachment #1. Licensor may from time-to-time add new games to the portfolio and such games shall be offered to the Licensee without additional agreement(s).
- 2.6. The Licensee shall make sure to reflect terms and conditions of the present Agreement in the agreements to be concluded with its Operator(s).

Article 3. Payment Terms

- 2.1. The fees for the present Agreement are payable in the following manner:
- 2.2. The licensing of Licensed Game(s) by Licensor is subject to a share of the revenue generated by the Licensee with the Licensed Game(s) (the Fee). The Licensee is obligated to pay the respective percentage (%) of its GGR (Gross Gaming Revenue) from the Licensed Game(s) in a next order:

Gross Gaming Revenue (GGR) EUR	Licensee	Licensor
Up to €400.000	91%	9%
€400.000,01- €600.000	92%	8%
More than €600.000.00	93%	7%

Example: The Fees as provided in the table above are calculated via regressive rate as follows:

If GGR = € 1.800.000, Licensor fee = € 36.000 + € 16.000 + € 84.000 = € 136.000 (7.55%)

Should the monthly Fee payable to Licensor be less or equal to EUR 3000 (three thousand) the Licensee shall pay **EUR 3000 (three thousand) to Licensor as minimal fee** for that respective month. Minimum monthly fee shall be payable after one month from the date when Licensed Game(s) are available to the End Users via Licensee. Payments shall be calculated for each month individually.

- 2.3. Licensor will provide Licensee with the calculation of the fee by the 15th of the month for previous month based on which Licensor will issue the invoice.
- 2.4. Licensor will have ongoing access to all game play, and revenue share information through special access to a back office of a Licensee.
- 2.5. Licensor will perform the initial setup and integration for which the **Licensee shall pay EUR 5000 (five thousand Euros) as the integration fee**. Such fee shall be payable within 10 (ten) working days from the date of this Agreement.
- 2.6. All payments shall be transferred by bank transfer within 10 (ten) business days from receipt of the invoice from Licensor.
- 2.7. The exchange rate will be calculated via exchange calculator on “www.oanda.com”. The specific exchange rate used for invoicing shall be the last day of the month for each month of invoicing. UTC +0 shall be taken into consideration when calculating the exchange rate.
- 2.8. The Licensee shall solely be responsible to pay any and all Taxes (including without limitation VAT, consumer taxes or any similar tax that might be payable in the Licensee's/Operator's jurisdiction as a result of the use of the Licensed Game(s) and services hereunder. If any tax, charge or levy (including, but not limited to, VAT and/or withholding tax) is imposed or withheld on, or deducted from, any payment due to the Licensor (including, but not limited to, the Licence Fee and/or Service), then the Licensee will pay to the Licensor such additional funds so as to provide it with the payments due to it as if no such tax, charge or levy was imposed or withheld on, or deducted from, any payment due to the Licensor; such additional payment will be made on the same day in which the initial payment is due and shall deemed to form part of the Fee (in other words, the Fee shall be increased by the amount of such withholding and such increased amount shall form part of the overall Fee paid).
- 2.9. Licensee will be liable in amount on 0.5% of the unpaid amount for each overdue day of the payment terms.
- 2.10. For avoidance of any doubt the payment towards Licensor shall be calculated via real money bets minus real money wins. Should any form of bonuses, such as freebets, be deducted from the payment towards Licensor such shall be agreed preliminarily and separately between the Parties and executed in written agreement.
- 2.11. Should the Licensee fail to pay the License Fees stipulated in the present Article for 30 days, the Licensor shall be entitled to suspend provision of Licensed Game(s) until the financial obligations are met.

Article 4. Intellectual Property

- 3.1. All Intellectual Property Rights for the Licensed Game(s), together with any modifications, enhancements and translations are the property of and owned by the Licensor. Nothing in this Agreement shall be construed as transfer of ownership to the Licensee and/or Operator(s). The Licensor shall retain all Intellectual Property Rights in the Licensed Game(s)
- 3.2. The Licensor represents, that:
 - a) It is the sole owner of all intellectual property rights related to Licensed Game(s), delivered under the Agreement hereof to the Licensee;

- b) None of the works / materials used in the Licensed Game(s) violates the intellectual property rights of the third parties;
 - c) It has obtained/will obtain all the necessary permits / consents from the contractor, employees and other third parties, participating in creation of the Licensed Game(s), to enter into this Agreement and perform all the obligations under it.
- 3.3. Licensor shall have no duty to indemnify the Licensee to the extent that any claim arises from: (i) the use of the Licensed Software by the Operator other than as expressly provided for under this Agreement; (ii) the Operator's use of the Licensed Game(s) in combination with any software or hardware or data that has not been supplied or authorized in writing by Licensor or where, without such combination, the claim would not have arisen; (iii) modifications of Licensed Game(s) by any party other than Licensor where, without such modification, the Operator claim would not have arisen; (iv) Licensor's compliance with supplied designs, specifications, instructions, or technical information; (v) the Licensee's or Operator's non-compliance with applicable documentation; and (vi) any Licensed Game(s) that is not at the most current release level.
- 3.4. Licensee shall not be allowed to anyhow alter/amend/change the intellectual property of the Licensor, including but not limited to logos, names and copyright of the Licensed Game(s) provided in accordance with the present Agreement. Licensee shall ensure that on the webpage(s) of the Operators the intellectual property will be shown unaltered and as provided by the Licensor. Breach of the present provision shall be deemed as a gross violation of the Agreement.

Article 5. Warranties

- 4.1. Each Party warrants to the other Party that it:
- (a) it has full power and authority to enter into and perform its obligations under this Agreement;
 - (b) it is validly existing under the laws of the jurisdiction where it was formed;
 - (c) entering this Agreement will not conflict with any other agreement to which it is a party;
 - (d) shall comply with all applicable laws, including, but not limited to anti-corruption, competition, anti-money laundering, licensing, tax and registration.
- 4.2. The Licensor warrants to Licensee that:
- (a) it has the right to grant Licensee the license to distribute, sub-license and otherwise use the Licensed Game(s) in accordance with this Agreement;
 - (b) it shall comply with all Casino Licenses held by it;
 - (c) the Licensed Game(s) do not infringe any third party's intellectual property rights in the Territory;
 - (d) it will use reasonable skill and care in accordance with good industry practice in performing the support services in accordance with the Attachment #2;

4.3. Licensee warrants to the Licensor that:

- (a) it has and shall comply with all necessary rights, permissions, clearances and licenses from gaming authorities necessary in order to access the Licensed Games and provide its services to Operators;
- (b) it shall include a clause in agreement with each Operator that the Operator shall not make any of the Licensed Games available in any country comprised in the Restricted Territories list and shall take steps in line with best commercial practice to ensure that each Operator complies with its obligations under that clause;
- (c) the platform through which the Licensed Game(s) shall be offered is materially free from Viruses or bugs, and it will notify the Licensor immediately if such Virus or bug is discovered by Licensee;
- (d) it shall provide the Licensor with the information the Licensor may reasonably request in order for the Licensor to comply with its reporting and other obligations under any license issued by a Gaming Authority.

Article 6. Confidentiality

- 5.1. The parties shall hold in strictest confidence any information and material which is related to either Licensor's or Licensee's as well as its Operator's business or is designated by either one as proprietary and confidential, herein or otherwise.
- 5.2. It is understood that this confidentiality clause does not include information which:
 - (i) is now or hereafter in the public domain through no fault of the party being provided the confidential information;
 - (ii) prior to disclosure hereunder, is property within the rightful possession of the party being provided the confidential information;
 - (iii) subsequent to disclosure hereunder, is lawfully received from a third party with no restriction on further disclosure; or
 - (iv) is obligated to be produced under order of a court of competent jurisdiction, unless made the subject of a confidentiality agreement or protective order in connection with such proceeding, which the parties in all cases will attempt to obtain.
- 5.3. Parties hereby covenant that each shall not disclose such information to any third party without the prior written authorization of the other. Each party further covenants not to disclose or otherwise make known to any party nor to issue or release for publication any articles or advertising or publicity matter relating to this Agreement.

Article 7. Personal Data

- 6.1. For the purposes of provision of Licensed Game(s) as well as its respective services, calculation of payable Fees the Licensor shall process the following data of End Users: The Licensor shall only process the IP number, currency, device information (browser, PC/mobile, and OS), player balance, authorization tokens, bets and wins and the Webpage registration username (as provided by the Licensee) and user ID.
- 6.2. In case of any necessity for processing of further data as the one stipulated in article 7.1. the Licensor shall communicate this with Licensee in advance and ensure that proper measures for data protection are applied.
- 6.3. Any personal data of End Users, shall be processed observing the rules of Attachment #3 of the Agreement.

Article 8. Applicable Law and Dispute Resolution

- 7.1. This Agreement shall be interpreted in accordance with the laws of Republic of Estonia.
- 7.2. The Parties agree that any disputes and / or disagreements arising out of agreement will be resolved through negotiation.
- 7.3. In the event of impossibility of settlement, any dispute, including any issues as to the existence, validity and termination of the contract and/or arbitration agreement, as well as secondary claims arising out of the agreement, shall be settled and finally resolved by Arbitration Court of the Estonian Chamber of Commerce and Industry in Estonia, in accordance with its rules. The arbitral tribunal shall be composed of a sole arbitrator. The seat of arbitration shall be Tallinn, Estonia. The language of the arbitral proceedings shall be English.

Article 9. Validity, Termination

- 8.1. This Agreement shall commence on the date of signature by the both parties and continue for the 1 (one) years unless earlier terminated pursuant to this Agreement. This Agreement shall automatically renew for successive 12 (twelve) month periods unless terminated by either Party serving at least 1 (one) month's prior notice to the other Party before the end of term.
- 8.2. Without prejudice to any other available rights or remedies, either Party may terminate this Agreement with immediate effect upon written notice to the other Party if the second Party:
 - (i) is in material breach of this Agreement and fails to remedy such breach within the period of thirty (30) days from the date on which it is provided with written notice by the Non-Defaulting Party;
 - (ii) fails generally to pay its debts when they become due;
 - (iii) takes any actions (or have actions taken against it) in relation to bankruptcy, administration or dissolution;
 - (iv) has any debtor taking steps towards possessing assets of the Party in breach;
 - (v) suspends or ceases to carry on any material part of its business or materially alters the nature of its business as conducted at the Effective Date; or
 - (vi) suffers, or there occurs in relation to the Defaulting Party, any event which in the reasonable opinion of the Non-Defaulting Party is analogous to any of the events described in this Clause.
- 8.3. The Agreement may be terminated by the Licensor if:
 - (i) Licensee or any of its Operator, or any of its directors, senior management members or beneficial owners are convicted of an offence involving financial crime, money laundering or any offence in terms of any applicable gaming legislation or regulations, or any offence that is reasonably likely to have a material adverse effect on the reputation or goodwill of Licensor or its business.
 - (ii) Operator or its affiliate become a competitor to Supplier's business through change of Control or change of business activities;
 - (iii) Via written notification to the Licensee two months prior to termination;
 - (iv) Operator uses or attempts to use the Licensed Game(s) in a manner or form that is illegal, in breach of the present Agreement, or that is reasonably likely to bring the Licensed

Game(s) into disrepute or have a material adverse effect on Licensor or the Licensed Game(s);

- 8.4. The Parties agree that Articles 5 (Warranties), 6 (Confidentiality), 7 (Personal Data Protection), 8 (Dispute Resolution) and 10 (Limitation of Liability) shall survive termination due to expiry or any other reason.

Article 10. Limitation of Liability

- 9.1. The Licensed Game(s) and subsequent services under this Agreement shall be provided on “as is” and “where is” basis without any warranty of any kind, including without any warranties of functionality, completeness or accuracy, fitness for a particular purpose, merchantability, lack of Virus(es) or freedom from infringement. Furthermore, the Licensee acknowledges that the Licensed Game(s) are not and will not be error free and run without any interruption.
- 9.2. Under no circumstances shall Licensor be liable for: (1) any incidental, indirect or consequential damages whatsoever, including but not limited to damages for business interruption, loss of business information, loss of software use, loss of goodwill, or loss of revenue/profit, even if the licensor has been advised, knew or should have known of the possibility of such damages; or (2) damages caused by the Licensee’s and/or Operator’s failure to perform its(their) obligations and responsibilities under this Agreement.
- 9.3. Monetary liability of the Licensor arising out of any part of this agreement shall be limited to the 50% of the amounts paid to the Licensor within last 6 (six) months of the Agreement however, not exceeding EUR 50,000 (fifty thousand euros).

Article 11. Force-Majeure

- 10.1. “Force Majeure” shall mean any event beyond the reasonable control of Licensor and Licensee, as the case may be, and which is unavoidable and outside the reasonable control of the affected party notwithstanding the reasonable care of the party affected and shall include, without limitation, the following:
- a) War, hostilities, or warlike operations (whether a state of war be declared or not), invasion, the act of foreign enemy, and civil war;
 - b) Rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion, and terrorist acts;
 - c) confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de jure or de facto authority or ruler, or any other act or failure to act of any local state or national government authority;
 - d) strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of the power supply, epidemics, quarantine, and plague;
 - e) earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves, or other natural or physical disaster;
- 10.2. If either party is prevented, hindered, or delayed from or in performing any of its obligations under the Agreement by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances of the event of Force Majeure within four (4) days after the occurrence of such event with supporting documentation.

- 10.3. The Party who has given such notice shall be excused from the duly and timely performance of its obligations under the Agreement for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered, or delayed.
- 10.4. The Party or Parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure upon its or their performance of the Agreement and to fulfill its or their obligations under the Agreement, but without prejudice to either party's right to terminate the Agreement.
- 10.5. No delay or nonperformance by either party to this Agreement caused by the occurrence of any event of Force Majeure shall:
- (a) Constitute a default or breach of the Agreement;
 - (b) Give rise to any claim for damages or additional cost or expense occasioned by the delay or non-performance;
- If, and to the extent that, such delay or nonperformance is caused by the occurrence of an event of Force Majeure.
- 10.6. If the performance of the Agreement is substantially prevented, hindered, or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the time period covered by the Agreement, the Parties will attempt to develop a mutually satisfactory solution, failing which, either party may terminate the Agreement by giving a notice to the other.

Article 12. Miscellaneous

- 11.1. This Agreement will be binding upon and inure to the benefit of Licensor and Licensee and their respective successors and assigns. Licensee will not assign or transfer this Agreement or any of their respective rights or obligations hereunder without the prior written consent of the Licensor. Such consent may not be unreasonably withheld.
- 11.2. The Parties shall provide each other with the fullest cooperation to best give effect to the provisions of this Agreement. No Party shall, either directly or indirectly, act or omit to act in a manner that would prevent or hinder giving effect to the provisions of this Agreement in any manner.
- 11.3. This Agreement comprises the full and complete agreement of the Parties with respect to the subject matter hereof and replaces and supersedes all prior communications, understandings, and agreements between the Parties, whether oral or written, expressed or implied with respect to the matters addressed herein. Nothing in this Clause shall limit or excuse any liability for fraud.
- 11.4. Any notice or communication to be given under, or in connection with the matters contemplated by, this Agreement shall be in writing (email or letter), in English, and shall be signed on behalf of the Party sending such notice. A notice given to a Party in terms of this Agreement shall be sent as follows:

Licensor

To the attention of: General Counsel

Email: hello@spribe.net; n.chomakhidze@spribe.net

Licensee

To the attention of: Global Related Services B.V.; Director

Email: info@g-force-corporate-services.com

- 11.5. Should any part of this Agreement be held invalid, illegal or unenforceable for any reason, this will not affect the remaining parts of the Agreement, which shall continue in full force and effect.
- 11.6. The Attachments to this Agreement constitute an integral part of this Agreement.
- 11.7. This Agreement is executed in two (2) originals in the English language, each of which will be deemed an original but all of which will constitute one and the same instrument, one (1) such original for each Party. Execution and delivery of this Agreement by exchange of PDF format scanned copies bearing the signatures of the Parties will constitute a valid and binding execution and delivery of this Agreement by the Parties.

Signatures**Spribe N.V.**

Klipstraat 13, Curaçao

eSigned by:
Boy Hendriks: 3521a52c-a8d1-49d4-b4bb-34a91....

Certified by Signify

Name: Ecorpp Management N.V./ Boy Hendriks
Position: Managing director

JMS INVESTMENT GROUP N.V.

Kaya Richard J.BEAUJON Z/N Curacao



Name: Gouloud Hammoud obo Global Related Services B.V.
Position: Director



Name: Cem SISMAN
Position: Director

Attachment #1 – List of Licensed Game(s)

Aviator

Keno

HiLo

Plinko

Goal

Mines

Spribe N.V.

Klipstraat 13, Curaçao

eSigned by: _____
Boy Hendriks: f1ccb31d-1bfc-478a-9c2d-66d90e....
Boy Hendriks
Certified by **Signify**

Name: Ecorpp Management N.V./ Boy Hendriks
Position: Managing director

JMS INVESTMENT GROUP N.V.

Kaya Richard J.BEAUJON Z/N Curacao



Name: Gouloud Hammoud obo Global Related Services B.V.
Position: Director



Name: Cem SISMAN
Position: Director

Attachment #2 – Service Level Agreement

This service level agreement (“**SLA**”) forms part of the Agreement and describes the service levels of the services which will be hosted, delivered and maintained by the Licensor as per the terms of the Agreement.

1. Terms and Definitions

“**End-User**” or “**Player**” shall mean a registered user on the Licensee’s or Sub-licensees’ Website/s;

“**Remote Management System (RMS)**” means the facilities whereby Licensee can obtain access to monitor its End- Users’ activity for the purpose of customer service, management and reconciliation;

“Defect Correction” means either a bug fix, work-around, patch, or other modification or addition that brings the Licensed Software into conformity with the Software standards and specifications;

“**High Priority Defect**” means a defect that renders Licensed Software inoperative or causes a complete failure of the Licensed Software in such a way that it is completely unavailable for the End-Users. For example: End-Users cannot access the online gaming System or any substantial parts thereof which are crucial for its operation, such as the Licensed Games;

“**Medium Priority Defect**” means a defect that substantially degrades the operation, function or performance of Licensed Software. For example: the RMS, progressive jackpot or login for new End-User is completely inoperative;

“**Low Priority Defect**” means a Defect that causes only a minor impact on the End-User’s use of Licensed Software and which is not a High Priority Defect or a Medium Priority Defect. For example: minor design flaws, spelling mistakes.

“**Notification**” means notification by either party of a Defect via telephone and/or email to the nominated contact/s for each party. Nominated contacts shall be as follows:

For the Licensee:

Communication	Point of contact
Release notes, product updates and newsletters.	
Maintenance	
Unscheduled maintenance	

Technical issues, bugs and improvements	
New games	
Compliance and side letters	
API updates	
Invoicing	

For the Licensor:

Area	Point of contact
Invoicing and side letters	
Maintenance	support@spribe.co
API updates, Technical issues, bugs and improvements	Morris@spribe.co

2. Support Services

The Licensed Software enables End-Users to play the Licensed Games online and the Licensee to monitor the online gaming activity of Licensee's and/or Sub-licensees' End-Users.

The Licensor shall be responsible for the installation of the Licensed Software. The Licensor's technical support personnel shall be available to the Licensee to answer technical questions in relation to the Licensed Software via telephone and/or email on a 24 hour per day, 7 day per week basis.

3. Maintenance

Planned Downtime, "Maintenance", is used for deploying new functionality, bug fixes, server/hardware upgrades and other maintenance tasks.

Maintenance will be announced by the Licensor at least 1 days in advance via e-mail to the Licensee. Maintenance will not exceed 10 hours per calendar month without prior agreement with the Licensee.

4. Service Levels

Licensor shall use its best endeavors to correct any Defect reported by Licensee in accordance with the applicable priority levels below:

High Priority Defect	Acknowledgement of Defect and request for details: Immediate. When Notification is done via telephone, it is deemed to be automatically acknowledged. When Notification is done via e-mail, acknowledgement will be via telephone and will occur at the time the e-mail is received on Licensor's email servers. Initial analysis and production of action plan: Target time 60 minutes from Acknowledgement of Notification. Defect source identification: Target time 90 minutes from Acknowledgement of Notification. Efforts are continuous until complete. If a workaround solution is feasible and appropriate: Target time 120 minutes from Acknowledgement of Notification. Efforts are continuous until complete. If a workaround solution is not available or appropriate: Target time 4 hours from Acknowledgement of Notification to provision of a workaround solution. Initially, Licensor shall implement a workaround fix. Licensor will provide permanent fixes for High Priority Defects in the next planned maintenance release after the workaround fix has been implemented.
Medium Priority Defect	Acknowledgement of Notification and request for Defect details: Target time 1 hour from Notification. Initial analysis and production of action plan: Target time 16 hours from Acknowledgement of Notification. Defect source identification: Target time 48 hours from Acknowledgement of Notification. Initially, Licensor will implement a workaround fix. Licensor will provide permanent fixes for Medium Priority Defects in the next planned maintenance release after the workaround fix.
Low Priority Defect	Licensor shall provide a Defect correction in the next Upgrade.

Spribe N.V.

Klipstraat 13, Curaçao

eSigned by:
Boy Hendriks: af2c2c0d-618c-452c-abd1-2c8cbe....
Boy Hendriks
Certified by Signify

Name: Ecorpp Management N.V./ Boy Hendriks
Position: Managing director

JMS INVESTMENT GROUP NV.

Kaya Richard J.BEAUJON Z/N Curacao

[Signature]
Name: Gouloud Hammoud obo Global Related Services B.V.
Position: Director

[Signature]
Name: Cem SISMAN
Position: Director

Attachment #3 – Data Protection Agreement

- 1.1 In addition to the definitions in the main Agreement, the following additional definitions are used in this Attachment #3:

End User Data The End User personal data which is provided as a result of the End User's use of the Licensed Games and detailed in the Attachment below;

Data Protection Laws Directive 95/46/EC of the European Parliament and of the council and as of 25 May 2018, the GDPR (as amended from time to time), including in both cases any and all supplementary or national implementations as applicable; and

**controller;
processor;
processing;
data subject; and
personal data.** As defined in the GDPR.

- 1.2 When an End User of an Operator plays a Licensed Game(s), the End User Data is collected, processed and stored by Licensee. Licensee and the Operator have a data processing agreement in place relating to the collection, processing and storing of such End User data. In the same, the

Operator is the controller and Licensee is the processor of the End User Data. The Operator shall own all right, title and interest in and to all of the End User Data.

- 1.3 In this Agreement, the same End User Data referred to in paragraph 1.2 above is also made available to the Licensor.
- 1.4 Both Parties will comply with all applicable requirements of the Data Protection Laws. This Attachment #3 is in addition to, and does not relieve, remove or replace, a Party's obligations or rights under the Data Protection Laws.
- 1.5 The Parties acknowledge that:
 - (a) if the Licensor processes any End User Data on Licensee's behalf when performing its obligations under this Agreement, Licensee is the controller and the Licensor is the processor for the purposes of the Data Protection Laws;
 - (b) the Attachment below sets out the scope, nature and purpose of processing by the Licensor, the duration of the processing and the types of End User Data and categories of data subject; and
 - (c) the End User Data may not be transferred or stored outside the EEA in order to comply with the terms of this Agreement, unless Licensee's consent is given in accordance with Paragraph 1.8(b).
- 1.6 Without prejudice to the generality of Paragraph 1.4, Licensee shall ensure that it has all necessary appropriate consents in place to enable lawful transfer of the End User Data to the Licensor for the duration and purposes of this Agreement so that the Licensor may lawfully use, process and transfer the End User Data in accordance with this Agreement on Licensee's behalf.
- 1.7 Without prejudice to the generality of Paragraph 1.4, the Licensor shall, in relation to any End User Data processed in connection with the performance by the Licensor of its obligations under this Agreement:
 - (a) process that End User Data only on the documented written instructions of Licensee unless the Licensor is required by Applicable Laws to otherwise process that End User Data. Where the Licensor is relying on Applicable Laws as the basis for processing the End User Data, the Licensor shall promptly notify Licensee of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Licensor from so notifying Licensee;
 - (b) not transfer any End User Data outside of the European Economic Area and the United Kingdom unless it has obtained Licensee's prior written consent to do so and the following conditions are fulfilled:
 - (i) Licensee or the Licensor has provided appropriate safeguards in relation to the transfer;
 - (ii) the End User has enforceable rights and effective legal remedies;
 - (iii) the Licensor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
 - (iv) the Licensor complies with reasonable instructions notified to it in advance by Licensee with respect to the processing of the End User Data;
 - (c) assist Licensee in responding to any request from an End User(i.e. data subject) and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

- (d) notify Licensee without undue delay and in any event within twenty-four (24) hours on becoming aware of a personal data breach;
 - (e) at the written direction of Licensee, delete or return personal data to Licensee on termination of the Agreement unless the Licensor is required by Applicable Law to store the End User Data (and for these purposes the term "**delete**" shall mean to put such data beyond use); and
 - (f) maintain complete and accurate records and information to demonstrate its compliance with this Schedule and immediately inform Licensee if, in the opinion of the Licensor, an instruction infringes the Data Protection Legislation.
- 1.8 The Licensor shall ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it).
- 1.9 Licensee consents to the Licensor appointing a third party processor of personal data under this Agreement only where the Licensor confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this Schedule and in either case which the Licensor confirms reflect and will continue to reflect the requirements of the Data Protection Legislation. As between Licensee and the Licensor, the Licensor shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this Schedule.
- 1.10 The Parties may, on written agreement between the Parties, revise this Schedule by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this Agreement).
- 1.11 The Parties acknowledges that the End User Data is classed as Confidential Information.
- 1.12 On termination of this Agreement for any reason, the Licensor:
- (a) shall make no further use of the End User Data;
 - (b) at the written direction of Licensee, the Licensor shall destroy or return the End User Data or, in the case of any End User Data in electronic form, delete such End User Data; and
 - (c) the Licensor shall preserve all End User Data in its possession until it has received any such instructions.
- 1.13 Each Party's Data Protection Officer is as follows:

	For Licensee	For Licensor
Name		Nikoloz Chomakhidze, Legal Counsel

Office Address and URL		www.Spribe.co Harju maakond, Kesklinna linnaosa, Tartu mnt 83-701, 10115 Tallinn, Estonia
Email Address		n.chomakhidze@spribe.co
Licensee Internal Contact For Data Protection		

Processing by the Licensor under the Agreement

Data Protection Information	Explanation	Response of the Licensor
Purpose of the Processing	Processor processes End User for the following purposes	As a result of the End User playing the Licensed Games, certain End User Data is automatically made available as detailed below. That data must be processed in order to perform this Agreement. Licensor may process End User Data when doing so is necessary to meet the obligations in this Agreement.
Contents of the Processing	Processor shall perform the following processing activities on the End User Data	• Log player IP address; • Log player user id; in application logs as a part of incoming request data and stores the player ID in the platform database.
Categories of data processed	Processor Processes the following categories of data:	• Player IP address • Player user ID
Recipients		The only recipients of the End User Data are the Licensor and Licensee.
Sensitive data (if appropriate).	The personal data Processed/transferred concern the following categories of sensitive data (if any)	None.
Retention Policy	Processor keeps End User Data for five (5) years after the termination of End User accounts with the Operator.	Licensor retains data enough to comply with jurisdictional regulatory compliance. Data must be retained to comply with the longest required period under all jurisdictional regulatory requirements.

Spribe N.V.

Klipstraat 13, Curaçao

Name: Ecorpp Management N.V./ Boy Hendriks
Position: Managing director

JMS INVESTMENT GROUP NV.

Kaya Richard J.BEAUJON Z/N Curacao



Name: Gouloud Hammoud obo Global Related Services B.V.
Position: Director



Name: Cem SISMAN
Position: Director