

SOFTWARE SERVICES AGREEMENT

This Software Services Agreement ("**Agreement**") is made on 2nd February 2023 ("**Effective Date**") by and between:

PARTIES

- (1) **RedPlay Limited**, a body corporate registered in the Isle of Man (Number: 134500C) whose registered address is at PO Box 227, Peveril Buildings, Peveril Square, Douglas, Isle of Man, IM99 1RZ (hereinafter referred to as the "**Supplier**")

And,

- (2) **JMS Investment Group N.V.**, a body corporate registered in **Curacao** (Number: **139753**), whose registered company address is **Kaya Richard J. Beaujon z/n Curacao** (hereinafter referred to as the "**Customer**")

(Individually a "**Party**" and together "**Parties**")

BACKGROUND

- A. The Supplier is in the interactive gaming service sector providing software services.
- B. The Customer is in the gaming business, operating website(s) from which it proposes to offer a remote gaming environment for the enjoyment of players ('End Users').
- C. The Customer has agreed to use the Supplier's gaming software in the operation of its gaming website(s) pursuant to the terms and conditions of this Agreement. The Supplier has agreed to supply interactive gaming products for the Customer pursuant to the terms and conditions of this Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS

For purposes of this Agreement, the following terms shall have the following definitions:

Affiliate	means in relation to a Party (i) any ultimate or intermediate holding company of such Party (ii) any subsidiary of that Party and (iii) any subsidiary of any such ultimate or intermediate holding company in each case involving control, directly or indirectly, by one entity (Entity A) of another entity (Entity B) and where "control" means either a holding by Entity A of more than 50% of the voting capital of Entity B or Entity A having the right to nominate or appoint at least one half of the directors of Entity B or Entity A having by agreement or otherwise the power to direct the affairs of Entity B;
Agreement	means this written document together with all the appendixes and schedules attached hereto which form an integral part of it;
Applicable Law	means any federal, national, state or foreign statute, law,



	common law, ordinance, binding policy, binding guidance, rule, administrative interpretation, regulation, order, writ, injunction, directive, judgement, decree, permit or other requirement of any Regulatory Authority that applies to the activities of the Parties.
Change of Control	means a change in the ownership or control (directly or indirectly) of more than 25% of the voting share capital of the relevant undertaking; or the ability to direct the casting of more than 25% of the votes exercisable at general meetings of the relevant undertaking on all, or substantially all, matters; or the right to appoint or remove directors of the relevant undertaking holding a majority of the voting rights at meetings of the board on all, or substantially all, matters;
Client Software	means the user interface parts of the Gaming Software and any other software used by the Customer in connection with the Gaming Software;
Confidential Information	means 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 customers and clients lists, financial information, strategic business plans, other technical, business, operational information and the terms and conditions of this Agreement, as set out in section 6;
Electronic Distribution	means the electronic delivery of remote gaming software using online services, the Internet, phone lines or other data transmission facilities, any portable computer, mobile device, cable systems, servers, satellite or other public or private access network or electronic communication media;
End User	means the person whom the Customer permits to access and utilize, but not to further distribute, as the ultimate user, the Gaming Software;
Games	means the Gaming Software as installed and operated on the Gaming Server and includes access to the Gaming Server via Customer's licensed Internet website and licensed Mobile site or licensed native apps;
Gaming Software or Remote Gaming System	means the remote gaming software that includes the Games, as listed on https://www.gov.im/categories/business-and-industries/gambling-and-e-gaming/approved-software-register/ which are owned, or to which the rights have been duly acquired by the Supplier, and is updated from time to time, and game management application(s);
Gaming Server	means the server, or servers as may be permitted herein, upon which the Gaming Software and all necessary third-Party software is installed and which is linked to the channels of distribution; (Websites, mobiles platforms...)
Gaming Taxes	means any and all fees, duties, levies, taxes and charges incurred directly by the Customer in relation to the transactions of End Users, or by End Users directly, which are charged by any governmental or regulatory authority in any territory and whether such fees, duties, levies, taxes and charges are charged by reference to turnover or profitability or as fixed charges or otherwise;

Gross Gaming Revenue (GGR)	means the aggregate income which is received by the Customer or due from any associate of the foregoing in connection with the activities of the Games, which shall be calculated as the total monies wagered on all games less all winnings, but before governmental sales, excises or other taxes or tariffs imposed on the use of the Gaming Software or operation of the Games and before any operating, administrative or other expenses. For the avoidance of any doubt, where Gross Gaming Revenue for a particular month results in a negative number the invoice will have a nil balance and the negative amount will not be carried forward.
Group	means in relation to a company, its parent and subsidiary companies and parents and subsidiaries of such companies including any 50% or greater owned joint venture companies;
Invoice Date	means the date stated on the invoice (usually it coincides with the last day of the previously billed month). In principle the invoice is sent in the first 10 days of the following month that is evaluated;
Launch Date	means the date at which the Games are made available to End Users for the first time as defined by the date of the first real-money wager being recorded in the Supplier's database;
License Fees	means the monthly payments to be made by the Customer to the Supplier as described in Appendix A hereof for all the services under this Agreement as a percentage of the Net Gaming Revenue;
Net Gaming Revenue	is equivalent to Gross Gaming Revenue minus any agreed Marketing Deductions (as per the commercial terms outlined in this agreement) less Gaming Tax, if applicable;
Marketing Deductions	means bonus monies to be wagered on Supplier's Games which are offered to End Users by the Customer for the purposes of encouraging game play by said End Users;
Restricted Jurisdiction	means a legal jurisdiction pursuant to the laws of which the promotion, marketing or offering in any form of any online gambling is prohibited or otherwise unlawful without a local license, or a jurisdiction which the Supplier does not currently support. Additionally you agree to not provide or target the following territories USA, Turkey, Afghanistan, Yemen, Haiti, Myanmar, Nicaragua, Somalia, Iraq, Panama, Zimbabwe, Libya, Pakistan, Venezuela, Philippines, Lebanon, Guinea Bissau and Jamaica)
Sanctioned Jurisdiction	means, at any time, a country or territory which is the target of comprehensive Sanctions (at the time of this Agreement, this includes Crimea, Cuba, Iran, North Korea, Sudan, South Sudan and Syria)
Supplier IP	means all Intellectual Property Rights of the Supplier and any other intellectual property asset of the Supplier or its Affiliates.

- 1.1 Terminology:** Terms of computer or software terminology which are not otherwise defined herein will have the meanings normally attributed thereto in the computer or software industry, unless the context of the use of such terminology would suggest otherwise.



1.2 In this Software Services Agreement, unless the context otherwise requires:

- (1) References to this Agreement include its recitals and its schedules as varied, supplemented and/or replaced in any manner from time to time;
- (2) References to any Party shall, where relevant, be deemed to be references to or to include, as appropriate, their respective lawful successors, assigns or transferees;
- (3) References to the Licensee shall include references to any member of the Licensee's Group;
- (4) References to recitals, clauses, schedules and sub-divisions of them are references to the recitals and clauses, and schedule to, this Agreement and sub-divisions of them respectively;
- (5) References to a "person" include any individual, company, corporation, firm, partnership, joint venture, association, organization, institution, trust or agency, whether or not having a separate legal personality;
- (6) References to the one gender include all gender and references to the singular shall include the plural and vice versa;
- (7) Any phrase introduced by the terms "including" or "include" or any similar expression are illustrative and do not limit the sense of the words preceding those terms and shall be deemed to be followed by the words "without limitation".

1.3 Severability: If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such determination shall not impair or affect the validity, legality or enforceability of the remaining provisions hereof, and each provision is hereby declared to be separate, severable and distinct.

1.4 Predecessors, Successors and Assigns: This agreement shall supersede any previous agreements made between parties and/or any connected entities that are or were in the same group of companies. This Agreement shall endure to the benefit of and shall be binding on and enforceable by the parties and, where the context so permits, their respective successors and permitted assigns. **The rights and obligations of the parties can be transferred/novated only upon mutual written agreement, unless otherwise stated in the present Agreement.**

2. GAMES DEVELOPMENT AND MANAGEMENT

2.1 Games Design and Construction: Supplier will:

- a) Provide a single instance of the Suppliers Remote Gaming System for the use of the Customer to solicit wagers from the Customer's End-Users.
- b) Ensure that the Remote Gaming System meets the ongoing requirements of the necessary jurisdictional bodies.
- c) Provide, from time to time as may be required by the Customer, additional instances of the Remote Gaming System as a sub-system of the main instance to enable the Customer to operate multiple branded Web and Mobile sites using the one instance of the Supplier's Remote Gaming System. Additional charges may be applicable for this service as per the agreed Commercial Terms detailed in Appendix A.

2.2 Setup and Integration: The Supplier will (and the Customer will cooperate with Supplier as needed) perform the initial setup and integration and all maintenance, repairs and

upgrades to the Remote Gaming System under this Agreement, as described in the Service Level Agreement.

3. USE OF SUPPLIER'S GAMING SOFTWARE

3.1 Subject to the terms and conditions hereof the Supplier hereby grants to the Customer and the Customer accepts from the Supplier: (i) a worldwide, non-exclusive, non-assignable, non-sublicensable, non-transferable (except in accordance with the assignment provisions contained herein) right to use the Gaming Software only in connection with the operation of the Games and to transmit the Client Software only in object code form to End Users by means of electronic distribution; and (ii) a worldwide, non-exclusive, non-assignable, non-sublicensable, non-transferable (except in accordance with the assignment provisions contained herein) right to use the Client Software in object code form, only while connected to the Gaming Server.

3.2 Restrictions:

- a) The Customer shall not, and shall not authorize any third Party to, reverse engineer, decompile or disassemble the Gaming Software or to attempt to do the same. If the Customer becomes aware of the source code of the Gaming Software, it shall not make use of the same in any way nor shall it disclose the same to any Party.
- b) The Customer agrees that it will not solicit or accept wagers either directly or indirectly or any other third Party using the Games from any Restricted Jurisdiction or Sanctioned Jurisdiction.
- c) The Customer agrees that it will not make available the rights granted to the Customer in section 3.1 to any third Party (related or otherwise) and the Customer shall only use such rights in connection with its operation of the Games.

3.3 Payment: The Customer shall pay License Fees to the Supplier as per Appendix A on a monthly basis commencing at the Launch Date. License Fees shall be calculated monthly in arrears and paid within fifteen (15) days of the receipt of the invoice. An overdue payment of the License Fees shall incur the maximum interest rate permitted by law.

In case of overdue payments, the Supplier may unilaterally assign the collection of such debts (inclusive of interests and costs incurred for collection procedures) to a third party, in accordance with the clauses of the present Agreement.

3.4 Taxes: The Customer shall be responsible for paying all use, sales or value added taxes, duties or governmental charges, whether presently in force or which come into force in the future, related to the use of the Gaming Software by the Customer.

In case Gaming Taxes are deducted from the NGR, the Customer will inform the Supplier about the exact percentage of tax applicable, no later than 20 days before the Invoice Date. If the Supplier will not receive a new notification related to Gaming Taxes, the percentage applicable to the last month evaluated will be used.

3.5 Records: The Customer will maintain, in accordance with generally accepted accounting principles in the Customer's jurisdiction of incorporation, complete and accurate books and records in respect of its operation of the Games and



the GGR and all amounts received and paid in connection therewith and all License Fees due or paid to the Supplier.

- 3.6 Audit:** The Supplier shall have the right, on reasonable notice to the Customer, no more often than once in any twelve (12) month period, to appoint an independent third Party to examine the Customer's books and records as they relate to the Games, during regular business hours, in order to verify compliance with the terms of this Agreement. Any such audit shall be at the expense of Supplier unless the audit reveals an underpayment by the Customer of greater than five (5%) percent in which case the audit shall be at the expense of the Customer. The Customer shall forthwith pay to the Supplier the amount of any deficiency identified by the audit.

4. INTELLECTUAL PROPERTY OWNERSHIP

- 4.1 IP Ownership:** All rights and interest in the Intellectual Property the copyright and all other intellectual property rights and title in and to the Gaming Software and other software or materials used or developed by the Supplier shall remain the sole property of the Supplier. Such software and other materials confidential to the Supplier or others shall be deemed to include, by way of example and not in limitation, methods, methodologies, portions of software code, common object source code, systems architecture, menu structures, database schema, generic documentation text, interface components and design elements commonly used by the Supplier or its parent or subsidiary companies or which are normally used in the Supplier's business, or that of its parent or subsidiary companies.
- 4.2** Each of the Parties agrees to refrain from any act or omission that derogates from or infringes upon the exclusive confidential rights of the other. In the event that a Party becomes aware that a third Party or third parties are improperly using the intellectual property, or any part thereof, or infringing upon any confidential rights of the other, it will promptly notify the other Party of all facts known to it relating to such use.

5. REPRESENTATIONS AND WARRANTIES

- 5.1 The Supplier's Representations and Warranties:** The Supplier warrants and represents to the Customer as follows and acknowledges that the Customer is relying on such representations and warranties in entering into this Agreement and the transaction contemplated in this Agreement;
- a) **Capacity:** It has the necessary capacity to enter into this Agreement and to perform its obligations hereunder and it has all necessary gaming licenses, including but not limited to all and any licenses issued by the competent authorities and, where necessary, rights to pass on the benefit of the same, in order to perform its obligations and enable the Customer to gain the benefit of the terms of this Agreement.
 - b) **Conduct of Business:** The Supplier will pursue the operation of the Games during the term of this Agreement in a lawful commercial manner and to the best of its ability
 - c) **No Infringement:** To the best of its knowledge, information and belief, the IP of the Gaming Software to the Customer as contemplated herein will not infringe upon any patents or copyrights of any third Party.

- d) **Supplier Licenses:** The Supplier will, to the best of its abilities, ensure that the Gaming Server and the Games are and remain compliant with the regulatory requirements that are relevant to the Customer and the Customer's End Users, though the Supplier shall, at its own discretion, be the sole arbiter of which jurisdictions the Supplier will and will not procure licensing and certification of itself and its products.

5.2 Limitation: EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT THE SOFTWARE IS PROVIDED AND LICENSED "AS IS" AND THERE ARE NO WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE, COURSE OF PERFORMANCE OR SERVICE PROVIDED HEREUNDER OR IN CONNECTION HEREWITH BY THE SUPPLIER.

5.3 Customer Representations and Warranties: The Customer warrants and represents to the Supplier as follows and acknowledges that the Supplier is relying on such warranties, representations and warranties in entering into this Agreement and the transactions contemplated in this Agreement:

- a) **Capacity:** The Customer has the necessary capacity to enter into this Agreement and to perform its obligations hereunder and it has all necessary gaming licenses and, where necessary, rights to pass on the benefit of same, in order to perform its obligations and enable the Supplier to gain the benefit of the terms of this Agreement
- b) **Use of Software:** The Customer will use the Gaming Software only in compliance with the laws of the jurisdiction where it operates. If in a certain jurisdiction there is a licensing regime in place, the Customer will use and offer the Gaming Software only in accordance with the licensing requirements and until the respective licenses are maintained and will operate Games in accordance with the restrictions set out in subsection 3.2
- c) **Conduct of Business:** Customer will pursue the operation of the Games during the term of this Agreement in a lawful commercial manner and to the best of its ability; and
- d) **Unauthorized Use:** Customer will not permit any third Party, other than a registered End User after it passes the registration process, to use the Gaming Software for real money game play.
- e) Customer accepts on behalf of themselves and its Licensees the financial risks inherent in offering the Supplier's game titles both existing game titles and future releases, to End Users.
- f) Customer understands and accepts that it is the Customer's responsibility to ensure that game wager amounts correspond to the Customer's risk tolerance levels.
- g) Customer agrees that it will not solicit or accept wagers either directly or indirectly or any other third Party using the Games from any Restricted Jurisdiction or Sanctioned Jurisdiction.
- h) Customer will use the Games only in compliance with the laws of the jurisdiction where it operates. If in a certain jurisdiction there is a

licensing regime in place, the Customer will use and offer the Gaming Software only in accordance with the licensing requirements and until the respective licenses are maintained and will operate Games in accordance with the restrictions set out in Clause 5.3

- i) Customer or its Licences, will not solicit or accept wagers from individuals listed on the Office of Foreign Assets Control (OFAC) Sanctions List, the Office of Financial Sanctions Implementation (OFSI) Sanctions List and the Isle of Man Customs and Excise Sanctions List

6. CONFIDENTIALITY & NON-DISCLOSURE

6.1 Confidential Information: Documentation and information (including electronically, orally or visually disclosed information) are confidential and "Confidential Information" for the purposes of this Section 6 and subject to the provisions of subsection 6.6, if (a) it is designated as confidential or proprietary, by letter, stamp or legend (b) it would be apparent to a reasonable person, familiar with the disclosing Party's business or the industry in which it operates, that such information is of a confidential or confidential nature, or the disclosing Party, within ten (10) days of a disclosure, indicates to the receiving Party that such disclosure is confidential. Confidential Information shall not include information defined as Confidential Information above which the receiving Party can conclusively establish (i) was in the possession of the receiving Party at the time of disclosure; (ii) prior to or after the time of disclosure becomes part of the public domain without the act or omission of the Party to whom it was disclosed; (iii) is disclosed to the receiving Party by a third Party under no legal obligation to maintain the confidentiality of such information; or (iv) was independently developed by the receiving Party. All such Confidential Information shall be treated confidentially by the receiving Party and its employees, contractors and agents and shall not be disclosed by the receiving Party without the disclosing Party's prior written consent. However, the receiving Party may disclose Confidential Information of the disclosing Party in accordance with judicial or other governmental order, provided that receiving Party shall give the disclosing Party reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent.

6.2 Treatment of Confidential Information: Neither Party shall in any way duplicate all nor any part of the other Party's Confidential Information, except in accordance with the terms and conditions of this Agreement. Each Party shall have an appropriate agreement with each of its employees, contractors and agents having access to the other Party's Confidential Information sufficient to enable that Party to comply with all the terms of this Agreement. Each Party agrees to protect the other's Confidential Information with the same standard of care and procedures which it uses to protect its own trade secrets and confidential or Confidential Information of like importance and, in any event, shall adopt or maintain procedures reasonably calculated to protect such Confidential Information.

6.3 Further Treatment of Confidential Information: Each Party agrees to hold the other Party's Confidential Information in trust and confidence for such Party and not to use the same other than as expressly authorized under this Agreement. Each Party agrees not to disclose any such Confidential Information without the prior written consent of the other, to anyone other than



that Party's employees, contractors and agents who have a need to know same to carry out the rights granted hereunder.

- 6.4 Action to Protect:** Each Party shall promptly report to the other any actual or suspected violation of the terms of this Section 6, and shall take all reasonable steps to prevent, control or remedy such violation.
- 6.5 Equitable Relief:** In recognition of the unique and confidential nature of the information disclosed by the parties, it is agreed that each Party's remedies for a breach by the other of its obligations under this Section 6 shall be inadequate and the disclosing Party shall, in the event of such breach be entitled to equitable relief, including without limitation, injunctive relief and specific performance, in addition to any other remedies provided hereunder or available at law.
- 6.6 Confidential Information:** For the purposes of this Agreement and notwithstanding any provisions to the contrary, the Gaming Software, and all upgrades or modifications to the same and all materials related thereto, including the terms and provisions of this Agreement, shall be treated as Confidential Information of Supplier and all client information of Customer shall be treated as Confidential Information of Customer.

7. TRADEMARKS, SERVICE MARKS AND TRADE NAMES

- 7.1 Supplier Trademarks:** Supplier grants to the Customer the worldwide, non-exclusive, non-assignable, non-sublicensable, non-transferable limited use of the Supplier's trade names, service marks and any trademarks of which the Supplier is the registered owner or which the Supplier may obtain in the future (the "Supplier Trademarks") only as they are incorporated into the Games, only for the duration of this Agreement and solely in connection with and in accordance with this Agreement. The Customer will not at any time do any act or permit any of its employees, agents, affiliated or subsidiary companies to do any act which may directly or indirectly impair, derogate from or infringe the rights of the Supplier in the Supplier Trademarks.
- 7.2 Compliance:** In order to comply with the Supplier's quality control standards, the Customer will: (i) use the Trademarks in compliance with all relevant laws and regulations; and (ii) not modify any of the Trademarks in any way and not use any of the Trademarks on or in connection with any goods or services other than as contemplated in this Agreement.

8. LIABILITY AND INDEMNIFICATION

- 8.1 Limitation of Liability:** In no event shall either Party be liable to the other under or in connection with this Agreement or otherwise for any loss of business, profits, anticipated savings, data, or for any indirect or consequential loss whatsoever.
 - 8.1.1** Supplier shall have no liability for any period of downtime of the services caused by or resulting from: a failure of servers, related equipment or hardware used by the Customer for the provision of the services; a failure or disruption of internet services not resulting from fault or negligence by a company in the Supplier's group and/or any other technical service outage not occasioned through fault or negligence by a company in the Supplier's group.



8.1.2 The Supplier shall not be liable for any loss or damage caused by an error of the Customer, including but not limited to the display on the Customer's website of incorrect information such as but not limited to settlements, incorrect odds, incorrect payment rules or incorrect bonus programs.

8.2 Aggregate Liability: Without limiting the general exclusion of liability as provided in subsection 8.1, the liability of each of the parties and any of its associates, Affiliates, parent or subsidiary corporations, to the other Party, whether for negligence, breach of contract, misrepresentation or otherwise will in respect of a single occurrence or a series of occurrences will in no circumstances exceed the amount of €60,000 (Sixty-Thousand Euros).

9. TERMINATION

9.1 **Term:**

- a) The initial term of this Agreement will be for a period of Thirty-Six (36) months from the Launch Date at which point it shall terminate if either Party provides a three (3) month written notice declaring an intention to terminate the agreement to the other Party.
- b) In the event that neither Party has been served with a notice of termination after the expiry of the agreement, the agreement will automatically be renewed for an indefinite period until either of the parties provide a three (3) month written notice declaring an intention to terminate the agreement to the other Party.

9.2 Termination on Change of Control: Either Party may terminate this Agreement in the event of the Change of Control of the other Party to a direct competitor of the other Party following the service of ten (10) days' notice in writing, provided that such Party reasonably defines and determines that the Change of Control will adversely affect the Party electing to terminate.

9.3 Termination Without Cause: Either Party may terminate this Agreement at any time by providing the other Party with no less than a three (3) months written notice.

9.4 Terminate For Cause: Either Party may terminate this Agreement:

9.4.1 Effective immediately upon written notice for cause or if the other Party becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition in bankruptcy, is involuntarily petitioned into bankruptcy, suffers or permits the appointment of a receiver for its business assets, or is wound up or liquidated, voluntary or otherwise;

9.4.2 Effective immediately upon written notice in the event that a change in law or regulation requires it or otherwise makes the activities of a Party anticipated by this agreement illegal, non-compliant or if any applicable jurisdictional / regulatory body require it;

9.4.3 On thirty (30) days written notice to the other Party if that other Party commits a material breach of this Agreement and fails to

remedy such material breach (if capable of remedy) within 30 days of receipt of such notice.

- 9.4.4** On thirty (30) days' notice if the due diligence conducted on the other Party is not satisfactory or/and complete.

Any such event or occurrence shall constitute a default under this Agreement. If any of the above events occur, the subject Party shall immediately notify the other Party in writing of its occurrence.

- 9.5 Effect of Termination:** Upon termination of this Agreement, for any reason, the rights and licenses granted to Customer by Supplier hereunder shall terminate immediately and Customer shall cease all use of the Gaming Software and shall, at the option of Supplier, either return to Supplier or destroy all copies of the Gaming Software in the possession of Customer and Supplier shall be entitled to unilaterally take any and all steps or actions it may deem necessary to enforce this subsection 9.4.
- 9.6 Suspension or Removal of Access:** The Parties reserve the right to interrupt, curtail or suspend the services provided in this Agreement in the event that the Customer's provision of the Games is non-compliant (or allegedly non-compliant) with licensing regimes or with any applicable laws and regulations, provided that in the event of non-compliance, the Customer will have seventy two (72) hours within which to provide evidence of compliance to the Supplier before Customer's access to the Games is suspended ;
- 9.7 License Fees:** Subject to any claim or setoff rights of the Customer in respect of such termination, no termination of this Agreement shall release the Customer from its obligations to pay the Supplier any License Fees which accrued prior to such termination. By way of clarification, the Customer shall not be responsible for payment of License Fees to the Supplier beyond such time as the use of the Gaming Software by the Customer has been discontinued.
- 9.8 Non-Payment:** Notwithstanding anything contained herein, non-payment by the Customer of any License Fees provided for herein, at the times specified herein, which non-payment continues for fifteen (15) days after written notification from the Supplier referring to this Clause, shall entitle the Supplier to terminate this Agreement effective immediately. In such event the Supplier shall be entitled to take any and all such actions it may deem necessary to prevent the continued use of the Gaming Software and the provisions of clause 3.3 will come into effect.
- 9.9 Survival:** Upon termination of this Agreement, then notwithstanding such termination, all obligations under Section titles: "Representations and Warranties" and "Liability and Indemnification" shall survive and continue to bind the parties for two years after the date of termination. Notwithstanding termination, unless otherwise provided herein, all obligations under Section titles: "Intellectual Property Ownership", "Confidentiality and Non-disclosure" and "General" shall survive and continue to bind the parties for the maximum period permitted under governing law.
- 9.10 Refunds/Payments:** Subject to any limited claim or setoff rights of the Customer in respect of such termination, as provided for herein, upon termination of this Agreement, the Customer shall not be entitled, nor shall the Supplier be obliged to pay any refund to the Customer of sums paid by the Customer to the Supplier prior to termination, which sums have been paid and

have been earned by the Supplier at the date of termination, and the Customer shall pay to the Supplier all sums accrued and owed Supplier up to and including the date of termination. All such sums shall be determined in accordance with the terms of this Agreement.

- 9.11 Termination by either Party:** In addition to any other remedies provided in this Agreement, either Party shall have the right to terminate this Agreement upon notice to the other, in the event of any of the following:

Criminal Conviction - immediately in the event that either:

- a) A Party determines, in its reasonable opinion, that the other Party has withheld or is withholding information concerning a principal, owner of a material interest in, director, officer or manager and the Party reasonably determines, in its sole discretion, that such information has harmed its general goodwill or reputation; or
- b) A Party determines, in its reasonable opinion, that a person convicted in a criminal proceeding is a direct or equitable owner of, or has entered into a contract to become a direct or equitable owner of a material interest in the other Party and the first Party reasonably determines, in its sole discretion, that such ownership has harmed or will harm its general goodwill or reputation.

10. GENERAL

- 10.1 Notice:** Any notice, request, demand, consent or other communication provided or permitted hereunder will be delivered by electronic mail and/or in writing and given by personal delivery, recorded delivery or courier delivery whose address for the receipt of such document is as follows:

If to Supplier:	If to Customer:
Attn: Rebecca Forrest RedPlay Limited PO Box 227, Peveril Buildings, Peveril Square Douglas Isle of Man IM99 1RZ	Attn: Cem SISMAN JMS Investment Group N.V. Kaya Richard J. Beaujon z/n Curacao
And copy by email to:	
Attn: Rebecca Forrest Email: Rebecca.Forrest@ambergaming.com	And copy by email to: Attn: Sarah Tenant Email: sarah@jmsinvestmentgroup.com

and copy to info@g-force-corporate-services.com

or to such other address for delivery or facsimile as a Party may, in writing, direct. Any notice so given will be deemed to have been received on the date it was delivered or transmitted. Delivery of a "copy" of any communication as provided for above shall be a required condition of proper delivery hereunder.

- 10.2 Governing Law:** This Agreement will be governed in all respects by the laws of the Isle of Man and any dispute thereunder will be subject to the exclusive jurisdiction of the courts of the Isle of Man. The parties irrevocably submit to the sole jurisdiction of the courts of the Isle of Man.
- 10.3 Remedies:** The parties acknowledge that the unauthorized use or release of the Confidential Information of each or any part thereof, except as provided herein, would result in damages to the other Party which could not be adequately compensated for in damages by monetary award. Accordingly, in the event of any such breach, in addition to all other remedies available at law or in equity, the damaged Party will be entitled, as a matter of right, to apply to a court of competent equitable jurisdiction for relief by way of restraining order, injunction, decree or otherwise, as may be appropriate to ensure compliance with this Agreement.
- 10.4 Force Majeure:** A Party will not be held responsible, nor will it be considered in breach of this Agreement, for its failure to fulfil any terms or provisions hereof if such failure was a result of civil disorder, war, governmental decrees or laws, acts of enemies or terrorists, strikes, floods, acts of God, failure of telecommunications facilities, Internet service providers or by any other cause not within the control of that Party and which could not have been prevented by that Party exercising reasonable diligence.
- 10.5 Further Assurances:** The parties covenant and agree to make all applications, execute all other deeds, documents, instruments and assurances, and do such further and other acts as may be necessary or desirable to carry out the true intent and meaning of this Agreement, and to give full effect to the transactions contemplated or intended hereby.
- 10.6 Entire Agreement:** This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, into which all prior negotiation, commitments, representations and undertakings of the parties are merged and, except as herein specifically provided, there are no oral or written understandings or agreements between the parties hereto relating to the subject matter hereof.
- 10.7 Amendment:** No amendment or other modification of this Agreement will be valid or binding on either Party hereto, unless in writing and executed by the parties hereto.
- 10.8 Counterparts:** This Agreement may be distributed by email and executed in counterparts, each of which when so executed and delivered shall be deemed an original, but such counterparts together shall constitute one and the same instrument.



11. PROCESSING OF PERSONAL DATA

It is understood that the Parties shall not process any Personal Data of the Players that is not strictly necessary for the due provision of the Games to Players as intended. Notwithstanding the foregoing the Supplier will need to process certain Personal Data in order for the Games to function as intended, to prevent fraudulent use and ensure responsible gaming. The Supplier's processing of Personal Data can be subject to a separate data processing agreement between the Parties.

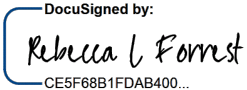
The Parties confirm their authorisation and acceptance of this Agreement by their signatures below:

Supplier

Name: Rebecca Forrest

Title: Director

Date: 02 February 2023

Signature:  CE5F68B1FDAB400...

Customer

Name: Gouloud Hammoud f/obo Global Related Services B.V.

Title: Corporate Director

Date:

Date: February 14, 2023

Signature: 

Name: Cem Sisman

Title: Managing Director

 16/02/2023
Signature:

APPENDIX A TO SOFTWARE SERVICES AGREEMENT

Commercial Terms of Agreement

1. SYSTEM INTEGRATION FEE

The System Integration Fee payable by Customer to Supplier shall be set at €0.00(Zero).

2. LICENSE FEE

The Customer shall pay to Supplier the Monthly License Fee to be calculated as a percentage of the monthly Net Gaming Revenue (NGR) generated by the Games.

NGR = All Wagers – All Winnings – Marketing Deduction Cap – Gaming Taxes (if any)

The Licence Fee shall be exclusive of any value added taxes (VAT) or any other applicable sales taxes. The taxes shall be paid by the Customer to the Supplier to the extent they may apply upon presentation of a valid VAT invoice

The Monthly License Fee is provided in the table below:

Monthly NGR	Licence Fee
€1 – 150,000	11%
€150,001 – 300,000	10%
€300,001 +	9%

3. MINIMUM REVENUE GUARANTEE

The monthly minimum revenue share to RedPlay Limited is set at €2,500.

4. PREMIUM GAMES

The Supplier may release, from time to time, special games with unique graphics, dynamics or presentation which due to their special features will have a different Monthly/License Fee applicable (*Premium Games*).

All current Premium Games and any Premium Games that shall be released in the future by the Supplier will be offered with a 2% increase in the Monthly License Fee, added on top of the already agreed Monthly License Fee above. The Premium Games will be marked as a special category within the Redplay Game Sheet made available to the Customer upon request.

5. MARKETING

5.1 The maximum permissible marketing deduction is set at 20% of the same month's gross gaming revenue and applicable only to the calculation monthly license fee outlined in clause 2 above in excess of this cap shall be borne entirely by the Customer.

5.2 Customer shall provide a report to Supplier in respect of the marketing deductions by no later than the fifth working day of the month, and shall include

the player ID, bonus amount given, date the bonus was issued, and type of bonus issued to the player.

- 5.3** Any marketing materials that are to appear on the RGP, including but not limited to promo banners, Games icons and Games related images, shall be discussed and mutually agreed between the Parties.



APPENDIX B TO SOFTWARE LICENSE AGREEMENT

Service Level Agreement (SLA)

1. SCOPE OF SLA

The following Service Level Agreement (SLA) is incorporated by reference into and made a part of the Agreement and sets forth the standards of hardware and software infrastructure maintenance, support and service that RedPlay (Supplier) will provide in relation to the System.

2. TECHNOLOGY OPERATIONS

With regards to hardware and software infrastructure maintenance, support and overall technology operations administration, RedPlay will provide the following:

- Use reasonable endeavors to undertake any necessary work required by Customer to integrate the Games within Client Software.
- All network and server administration tasks.
- All System installation and troubleshooting.
- Baseline monitoring of server, network, and applications availability.
- Monitoring of component performance and availability.
- Server, network and services problem resolution.
- 24/7 availability monitoring, problem management and resolution, application releases, network, server component maintenance, and service reporting.
- Casino Games configuration and management.

3. SEVERITY ERRORS

RedPlay will monitor the availability of the System and related applications. Below are levels of errors and RedPlay response commitment to each level of error:

3.1 **Severity 1 Errors**

Critical Service outage or a major application problem making it impossible to use the service.

To be responded without delay during regular business hours, acknowledged by RedPlay support out of working hours who will contact a Support Engineer who will respond within 30 minutes and solve the issue with utmost urgency. The technician notifies customer service, who provides ongoing communication with the Customer, regarding the status of the problem.

Example: Service is not available; application does not allow users to play game.

3.2 **Severity 2 Errors**

Large number of users is impacted. To be responded without delay during regular business hours and within 2 hours out of working hours; and, where possible, solved within 24 hours (if the solution will take more than 24 hours we will advise on complexity and inform the time in which a solution will be available). The technician notifies customer service, who provides ongoing communication with the Customer, regarding the status of the problem.

Example: Slow application response time, session timeouts, some application functionality is broken.



3.3 Severity 3 Errors

Impact on a small number of users or impact on a large number of users, but workaround exists. To be responded within 1 working day with a proposed solution and timeline.

Example: Users running a supported browser are affected but can use an alternate browser. Some minor application functionality is broken but the system is still usable.

3.4 Severity 4 Errors

No impact on users' gameplay. To be responded within 2 working days, with acceptance.

4. SECOND LINE SUPPORT

RedPlay will provide second line support for the Customer's system operator to help resolve individual player queries related to in-game funds transfers to and from the System and game related questions.

5. SERVICE AVAILABILITY STANDARDS

The Games shall, for the purposes of this Agreement, be considered unavailable for End Users if the Games or a substantial part thereof, key functions of the Games, or other essential features thereof is non-operational for a significant number of End Users for a period of 1 week.

The Games shall however not be considered unavailable in the following circumstances, and where the following applies, such time shall be disregarded when calculating the availability of the Games during any given calendar month:

- a) Scheduled maintenance or updates of the Games or the Hardware upon which it resides, shall be notified by the Supplier to the Customer at least fourteen days in advance and is completed by Supplier as quickly as reasonably possible.
- b) Scheduled maintenance and updates under sub-clause (a) shall, unless otherwise agreed between the Parties, be conducted at hours designed not to conflict with the busiest periods of end-user system use.
- c) Emergency shutdowns necessary to protect the Games from, fraud, or any form of so called "denial of service" or similar, provided that any such emergency shutdown takes no longer than is strictly necessary to complete and where possible is notified by the Supplier to the Customer in advance; and
- d) Errors or failures to access the Games caused as a result of connection problems beyond the Supplier's reasonable control, attributable to the internet or any other public or private networks (including without limitation mobile phone/internet networks) used by End Users or others (including Customer) to access the Games.



APPENDIX C TO SOFTWARE LICENSE AGREEMENT

Restricted Jurisdictions

Afghanistan
Guinea Bissau
Haiti
Iran, Islamic Republic of
Iraq
Jamaica
Lebanon
Libya
Myanmar
Nicaragua
North Korea
Pakistan
Panama
Philippines
Somalia
South Sudan
Syria
Turkey
Venezuela
Yemen
Zimbabwe

Australia
Belgium
Bulgaria
Croatia
Czech Republic
Denmark
Georgia
Germany
Greece
Israel
Italy
Malta
Netherlands
Portugal
Romania
Serbia
Spain
Sweden
Switzerland
United Kingdom ("UK")
United States of America ("USA")

